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To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, March 2, 2026

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: National Disabilities Awareness Month and National Disability Employment Awareness Month**
- 5. COMMITTEE REPORTS**
 - a. South East Keizer Neighborhood Association Annual Report**
 - b. Volunteer Coordinating Committee Recommendation for Keizer Public Art Commission (KPAC)**
- 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 February 17, 2026 Regular Session Minutes**
 - b. RESOLUTION - Authorizing the City Manager to Award and Enter Into a Contract with Koch Excavation Inc. for Bob Newton Park Sports Court, Sidewalks and Parking Project**
- 8. PUBLIC HEARINGS**
 - a. RESOLUTION - Authorizing City Manager to Sign Sale Agreement and Receipt for Earnest Money with C4M Investments, LLC (782 Olson)**

9. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** - Amending Volunteer Coordinating Committee's Process for Appointments to City Council Committees; Repeal of Resolution R2023-3424
- b. Approval of the Community Diversity Engagement Committee Rack Cards
- c. Amphitheatre Use Fee Waiver - 2026 Keizer Rapids Summer Sounds Concert Series
- d. Vegetated Stormwater Facility Bridges
- e. **RESOLUTION** — Adopting Tree Removal and Planting Tree Application Permit Fee

10. **OTHER BUSINESS**

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

11. **STAFF UPDATES**

12. **COUNCIL MEMBER REPORTS**

13. **AGENDA INPUT**

Saturday, March 7, 2026 - 9:00 a.m.
City Council Work Session - Police Fee

Monday, March 9, 2026 - 6:00 p.m.
Long Range Planning Task Force

Monday, March 16, 2026 - 6:00 p.m.
City Council Regular Session

Monday, March 30, 2026 - 6:00 p.m.
City Council and Community Diversity Engagement Committee (CDEC) Joint Meeting

14. **ADJOURNMENT**

City of Keizer Mission Statement

The City of Keizer is committed to fostering a safe, unified, and economically vibrant community while maintaining fiscal responsibility. By delivering city services in a coordinated, efficient, and cost-effective manner, we strive to provide exceptional value to residents, ensuring sustainability and responsiveness to community needs to enhance the quality of life for all.



Proclamation

WHEREAS, in 1987, President Ronald Reagan first proclaimed March as “National Developmental Disabilities Awareness Month” urging Americans to provide encouragement and opportunities needed for people with developmental disabilities “to lead productive lives and to achieve their full potential”; and

WHEREAS, in 1988, Congress established October as National Disability Employment Awareness Month to educate about disability employment issues and celebrate the significant and wide-ranging contributions of America’s workers with disabilities; and

WHEREAS, not all disabilities are physical or visible, and ongoing education and awareness improves our understanding for accessibility community-wide including places of employment; and

WHEREAS, inclusion and employment of persons with disabilities provides opportunities to achieve full participation, economic self-sufficiency, and independent living; and

WHEREAS, the City of Keizer is committed to support dignity and opportunities for people of all abilities to lead productive lives, which includes increasing access to good jobs.

NOW, THEREFORE, Keizer City Council assembled here in Regular Session, does hereby proclaim

the month of MARCH 2026 as

NATIONAL DISABILITIES AWARENESS MONTH

And

the month of OCTOBER 2026 as

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

and calls upon employers, schools, and community organizations to work together to promote and expand opportunities, accessibility, and employment of people with disabilities and to urge our community to be welcoming and inclusive of people with disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 2nd day of March 2026.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: South East Keizer Neighborhood Association Annual Report

Proposed Motion

I move the City Council accept the report of the South East Keizer Neighborhood Association and extend recognition to the South East Keizer Neighborhood Association for an additional year.

I. Summary

As outlined in Keizer Code, Section 2-275 and 276, Neighborhood Associations shall make an annual report to the City Council between March 1 and April 30 each year. The report may be made in writing or presented orally.

The report shall include at least the following elements:

1. A listing of all meetings with attendance noted.
2. A brief summary of all issues dealt with by the association.
3. A summary of special association activities outside regular meetings.
4. A report of all efforts to solicit the participation and input of all members of the association.
5. An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
6. An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

If the Council finds the association has continued to meet the requirements for recognition as outlined in section 2-274 (attached to this Staff Report), it can, by motion, extend recognition for an additional year.

II. Background

- A. The South East Neighborhood Association has continuously submitted their annual reports and maintained recognition.

III. Current Situation

- A. The South East Keizer Neighborhood Association annual report will be presented to the City Council by Don Davis.

IV. Analysis

- A. **Strategic Impact** - Neighborhood Associations play a meaningful role in connecting Keizer residents with city government. They directly support Goal Five of the Strategic Plan: fostering a connected and involved community.
- B. **Financial** - The South East Keizer Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow the South East Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this report confirms the South East Keizer Neighborhood Association is meeting the guidelines set forth in the Keizer Code.

V. Alternatives

- A. The Council may accept the report and extend recognition to the South East Keizer Neighborhood Association for an additional year.
- B. The Council may choose to not accept the report or extend recognition to the South East Keizer Neighborhood Association for an additional year.

VI. Recommendation

Staff recommends the City Council accept the report and extend recognition to the South East Keizer Neighborhood Association for an additional year.

Attachments

- 1. DOC_Neighborhood Association Code - Recognition_03 02 2026

Sec. 2-274. - Standards for recognition.

The following standards must be met by a neighborhood association seeking and maintaining recognition:

- (1) *Bylaws.* The association shall adopt bylaws that contain the following provisions at a minimum:
 - a. Any person who resides, operates a business, or owns property within the boundary shall be a member with the right to participate and vote.
 - b. Membership or participation shall not be limited based on any protected class under state or federal law.
 - c. There shall be no dues, but voluntary contributions may be solicited.
 - d. The association shall hold an annual general meeting, with the time, date, and place of the meeting widely publicized throughout the neighborhood prior to the meeting. Other general meetings may be held as desired.
 - e. Regular meetings of the association board shall be held at a publicized date, time, and place. All association board meetings shall be open to the public. All members present may vote on issues with the results recorded separately from votes of the association board.
 - f. Minutes shall be taken of all board and general meetings, with the minutes made available to any person so requesting. A copy of the minutes shall be filed with the city recorder.
 - g. The association shall have a board of directors with a president, vice president, and secretary who shall be elected annually by those present at the annual meeting. The association may establish additional elected positions on the board. The board roster, including names and contact information shall be filed with the city recorder. The association shall provide an address to the city for mailing purposes. The board of directors shall fill any officer position vacancies by the third meeting following the vacancy to meet the required three board positions. For additional vacancies, the bylaws must address what is considered timely in filling additional board positions above the minimum three officers.
 - h. A copy of the bylaws shall be reviewed for compliance by the city council upon initial adoption and any amendments made by the neighborhood association.
 - i. The bylaws shall be filed with the city recorder and maintained and updated to reflect amendments by the neighborhood association.
- (2) *Boundary.* The association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- a. The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
- b. The neighborhood should generally encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.
- c. The neighborhood should generally focus on a single elementary school attendance area.
- d. Neighborhood boundaries should generally follow natural or human-made barriers, such as creeks and arterial streets. When a boundary must follow a local street, it should follow rear property lines rather than divide the neighborhood between houses facing each other.
- e. The boundary should encompass adjacent vacant or underdeveloped land.
- f. The boundary should extend to the city limits.
- g. The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
- h. The council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.

(3) *Responsibilities.* The following responsibilities must be assumed and carried out by a neighborhood association:

- a. The association must strive to accurately represent the best interest of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
- b. The association solicits the participation or input of all members through newsletters, media coverage, personal contact, flyer distribution, and social media. Associations must maintain an active and up-to-date online presence that adheres to city council social media standards. All official webpages shall maintain at least three administrators having access to the site and its contents.
- c. The association must actively engage with city government through participation, input, and recommendations on issues brought to it by the city or initiated by the neighborhood itself.
- d. The association must hold regular board and general meetings, with timely, appropriate notification to members. The association must maintain at least a minimum attendance of three members at regular, general meetings.
- e. The association must strive to improve the livability of the neighborhood and of the community as a whole through education, activities, projects, and participation.
- f.

The association must attend an annual joint session with the city council on a date set by the city.

(Ord. No. 2024-875, § 5, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-275. - Maintaining recognition—Annual report.

A recognized neighborhood association shall make an annual report to the city council at a council meeting between March 1 and April 30 each year. This report may be in writing (with a ten page maximum) or presented orally. A written report is preferred. The report shall include at least the following elements:

- (1) A listing of all meetings with attendance noted.
- (2) A brief summary of all issues dealt with by the association.
- (3) A summary of special association activities outside regular meetings.
- (4) A report of all efforts to solicit the participation and input of all members of the association.
- (5) An analysis of the association's success in meeting its responsibilities as outlined in section 2-274(3).
- (6) An affirmation that the association is in compliance with the neighborhood's bylaws at the time of the annual report.

(Ord. No. 2024-875, § 6, 5-20-2024; Ord. No. 2025-891, § 1(Exh. A), 5-5-2025)

Sec. 2-276. - Maintaining recognition—Council action.

If the council finds the association has continued to meet the requirements for recognition as outlined in section 2-274, it can, by motion, extend recognition for an additional year.

(Ord. No. 2024-875, § 7, 5-20-2024)



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

Proposed Motion

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Mario Salazar to Position #1 and Stacy Madsen to Position #6 on the Keizer Public Arts Commission for terms expiring June 30, 2028.

I. Summary

The Volunteer Coordinating Committee met on February 12, 2026, 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. There are currently two positions open on the Keizer Public Arts Commission. Applications were collected, and the Volunteer Coordinating Committee has interviewed two candidates for the two openings. They have made the following appointment recommendations for the City Council's consideration: Mario Salazar to Position #1 and Stacy Madsen to Position #6 on the Keizer Public Arts Commission for terms expiring June 30, 2028.

IV. Analysis

- A. **Strategic Impact** - Fostering an Engaged Community
- B. **Financial** - N/A

C. **Timing** - The Keizer Public Arts Commission currently has two openings for Position Nos. 1 and 6. If the City Council makes the two appointments, there will be no remaining openings.

D. **Policy/Legal** - The City Council approves the recommendation for this appointment.

V. Alternatives

A. Approve the appointments.

B. Not approve appointments.

VI. Recommendation

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

Attachments

None



MINUTES
KEIZER CITY COUNCIL
Tuesday, February 17, 2026
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President -
electronically via Zoom
Kyle Juran, Councilor
Daniel Kohler, Councilor
Lore Christopher, Councilor

Absent:

Soraida Cross, Council Vice
President
Marlene Parsons, Councilor
Felicia Guptill, Youth Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shane Witham, Planning Director
Joseph Lindsay, City Attorney
Keare Blaylock, Public Works Director
Andrew Copeland, Police Chief
Garrett Klever, Human Resources
Director
Melissa Bisset, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

Mayor Clark announced that Council President Starr requested to attend virtually as she was out of town on business.

Mayor Clark asked the Council to consider deeming it important that Council President Starr appear electronically and be considered "in attendance" pursuant to Council Rules of Procedure Section 3.10 - Attendance Duty.

Councilor Kohler moved that the Keizer City Council suspend the Council Rules of Procedure to take up the matter. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Juran, and Christopher (4)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross, Parsons, Starr (3)

Councilor Kohler moved to deem it important that Councilor Starr appear electronically and be considered in attendance. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Juran, and Christopher (4)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Cross, Parsons, and Starr (3)

COMMITTEE REPORTS

Jane Herb, Chair, Volunteer Coordinating Committee (VCC), shared they were coordinating with the Community Diversity Engagement Committee (CDEC) on a video with the McNary High School to show how to volunteer with the City, which would be posted on social media and the City website. The VCC discussed attendance issues for some of the Committees by reviewing the attendance requirement. They were looking at a proposal on how to handle if volunteers were not making the attendance requirement, had some ideas and felt it would be important for the other Committees to weigh in before moving forward with any changes. Mayor Clark shared the history about adding the 75 percent attendance requirement. By consensus, the Council felt that the topic should go on Committee meeting agendas.

Larry Scruggs, Planning Commission (PC), shared about how the PC could align their responsibilities with the Strategic Plan. He also shared about the training that they received from City Attorney Joseph Lindsay on the Quasi-judicial Hearing Process.

Becka Bonner, Keizer Public Arts Commission, summarized the recent meeting highlighting the storm drain art project,

Tammy Kunz, Chair, Community Diversity Engagement Committee, summarized the recent meeting noting that the All Nations Day event was placed on hold so they could focus on completing other tasks and the two community partners who spoke on connection, belonging, community well-being, and how to deal with bullying.

PUBLIC COMMENTS

Tim and Donna Berry, on behalf of the Woody Williams Foundation and Gold Star Family Monument Committee, thanked the City for their support, the volunteers, and noted that it was one of the smoothest installations they had. They thanked City Manager Adam Brown for his design work on the monument. They presented plaques to Councilor Lore Christopher and City Manager Brown. Mr. Berry shared about the significance of the Gold Star Memorials Monument. Ms. Berry shared the importance as a Gold Star Family of having a memorial to visit. She was thankful and appreciative to the Keizer community for the support in the project.

Councilor Kohler applauded the Berry's for their work on the project highlighting the importance of the Memorial.

CONSENT CALENDAR

- a. **Approval of January 26, 2026 Work Session Minutes**
- b. **Approval of February 2, 2026 Regular Session Minutes**
- c. **RESOLUTION - Adopting Work After Retirement Policy (2026)**

Councilor Kohler moved that the Keizer City Council approve the Consent Calendar. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Starr, Kohler, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

PUBLIC HEARINGS

- a. **RESOLUTION - Authorization for a Supplemental Budget - Keizer Little League**

Mayor Clark opened the Public Hearing.

Assistant City Manager Tim Wood summarized the staff report.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Kohler moved to adopt Resolution R2026- Authorization for Supplemental Budget - Keizer Little League. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

There was a question about the process for changing the name of a park. City Manager Brown shared that Council approved the park names and that they were looking for a sponsor that would include naming. Mr. Brown explained that it was a new thought. He added that they were also looking at a sponsor for the turf complex as well as each of the fields. Councilor Christopher liked the idea of having consistency in a name convention and putting the sponsor name in front of the naming convention. Councilor Kohler suggested looking at sponsors for other park areas as well.

ADMINISTRATIVE ACTION

- a. **Recycling Modernization Act Funding Authorization**

Public Works Director Keare Blaylock summarized the staff report. Discussion followed regarding the work, planning, and education efforts to comply. Councilor Kohler commended Environmental and Technical Division Manager Jenny Ammon and the waste haulers for the work they had done. There was a question about reporting requirements for the City and the related administrative costs. Ms. Blaylock explained that there were already some recycling reports and that there would not be extensive additional reporting work required. Mr. Lindsay noted that the haulers would be providing the City with the reporting information, and the City would be submitting the report.

Greg Dittman, Valley Recycling, and Marcus Gerber, Lorens Sanitation, explained that the dollars were specifically for education and that it was a team effort between the City, County, and

haulers. All the entities had input into the Plan.

Councilor Kohler moved that the City Council approve the City Manager to authorize the Circular Action Alliance to allow Keizer's portion of the Producer Responsibility Organization funds to be distributed to Marion County Public Works Environmental Services for allocation to the local waste management service providers. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

b. Event Center Use Fee Waiver - McNary Athletic Booster Club Auction

Assistant City Manager Tim Wood summarized the staff report. It was noted that they had done this event the previous year.

James Hutches and Kate Hamm-Helvie, members of the McNary Athletic Booster Club, shared about the work of the Club.

Councilor Kohler moved the City Council approve a waiver of the Event Center use fees of \$1,581.25 for the McNary Athletic Booster Club Auction on April 25, 2026. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

c. 2026 Keizer Community Survey

City Manager Adam Brown summarized the staff report. There was a reminder that the survey was part of the National Community Survey.

Councilor Kohler moved that the Keizer City Council approve the discretionary questions as presented in the proposed Keizer Community Survey. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

d. RESOLUTION - Authorizing City Manager to Sign Letter of Intent With US Market (Keizer Station Area C1)

City Manager Adam Brown summarized the staff report. Discussion followed regarding the Quasi-judicial role of the Planning Commission and City Council.

Councilor Kohler moved to adopt Resolution R2026- Authorizing City Manager to Sign Letter of Intent with US Market (Keizer Station Area C-1). Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

e. Police Fee Follow Up

Assistant City Manager Tim Wood summarized the staff report. Police Fee Task Force Chair Starr recognized staff for their work on the outstanding report. She commented on the importance of discussing the matter as a group and agreed with tabling the topic until after the Work Session. She thanked Councilors Kohler and Juran for their work as well.

There was a request to put it on the front page of the website and to push the link out on Social Media including the Police Department's Social Media pages. There was a request to allow for public comments at the meeting. There was a suggestion to invite the public comments after the presentation.

Councilor Kohler appreciated the staff's responsiveness to requests from the Task Force.

There was a request to also place links to the videos of the Task Force Meetings on the front page of the website.

Councilor Kohler moved the City Council table the police services fee discussion until after the upcoming related work session on March 7, 2026. Councilor Juran seconded. Motion passed unanimously as follows:

AYES: Clark, Kohler, Starr, Juran, Christopher (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Cross, Parsons (2)

OTHER BUSINESS

Councilor Christopher commented on the mailer from Services Line Warranties (SLW) of America that has the City's logo on it. She noted that it had nothing to do with the City, but the customer receives a discount if they purchase the insurance. She felt it looked deceptive and appeared that the City was trying to push their insurance. Mr. Brown would follow up with the company about options. He shared that they recently agreed to add their logo to the mailer and only mail twice per year. Mr. Brown shared the data on repairs that SLW had made in the community.

STAFF UPDATES

City Manager Brown reported that he spoke to the Chamber of Commerce and the Rotary Club regarding the Parks Master Plan for a pavilion concept at Keizer Rapids Park.

Assistant City Manager Wood reminded the north part of town to conserve water and then the rate would be locked in for the year.

Chief Copeland reported that he attended Family Fun Night at Cummings Elementary, Valor Mentoring, and a West Keizer Neighborhood Association Meeting. A monthly report on calls for service would be posted on Social Media.

Public Works Director Blaylock thanked the Public Works team for their efforts while she was learning and getting up to speed.

Planning Director Witham reported that the first cottage cluster was underway. The permit will be issued soon for the last big tenent in Area A.

COUNCIL MEMBER REPORTS

Councilor Juran shared that Salem-Keizer Area Transportation Study (SKATS) Policy Committee was considering adding the City of Aumsville as a voting member. Councilor Juran felt it was fair to bring in Aumsville as a voting member. He shared that SKATS voted to return \$1.2 million back to the City of Keizer on the Verda Lane project due to the cost savings on the project. Mr. Brown noted that it was Street Fund money.

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

AGENDA INPUT

Monday, February 23, 2026 - 6:00 p.m.

Town Hall/ Community Listening Session - Parks Master Plan - Pavilion at Keizer Rapids Park

Monday, March 2, 2026 - 6:00 p.m.

City Council Regular Session

Saturday, March 7, 2026 - 9:00 a.m.

City Council Work Session - Police Fee

Monday, March 9, 2026 - 6:00 p.m.

Long Range Planning Task Force

Monday, March 16, 2026 - 6:00 p.m.

City Council Regular Session

Monday, March 30, 2026 - 6:00 p.m.

City Council and Community Diversity Engagement Committee (CDEC) Joint Meeting

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:00 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Keare Blaylock, Public Works Director
Subject: Bob Newton Park Project

Proposed Motion

I move the City Council adopt Resolution R2026-____ Authorizing the City Manager to Award and Enter Into a Contract with Koch Excavation Inc. for Bob Newton Park Sports Court, Sidewalk, and Parking Project.

I. Summary

The proposed project includes the installation of an expanded sports court, new chain link fencing, new sidewalks, and paved parking.

II. Background

- A. Staff solicited bids through the formal bid process to complete Phase II of the park improvements. The City received a total of twelve bids. The low bid was submitted by Koch Excavation, Inc. in the amount of \$185,000.00.

III. Current Situation

- A. The sports court and fencing are in disrepair and need to be repaired or replaced. Parking is limited within the alleyway, and sidewalks do not exist to connect parking to amenities. This improvement project includes an expanded, fenced sports court with two commercial-grade nets, fourteen parking stalls (12 standard and 2 ADA accessible), as well as new sidewalks connecting the amenities to the new parking lots and the existing parking lot on Mandarin.

IV. Analysis

- A. **Strategic Impact** - These improvements support the City's goals to provide a high standard of livability in the City of Keizer and to foster a welcoming and accessible community for all.
- B. **Financial** - The bid results were from \$185,000.00 to \$399,000.00. The budgeted

estimate for the project is \$380,000. Funds for this project are identified in the Parks Services Fund in City Council adopted Fiscal Year 2025-26 budget.

C. **Timing** - Approval of this request will allow the work to be completed so that these amenities will be available for public use at the earliest possible date.

D. **Policy/Legal** - City Council approval is required to award this contract.

V. Alternatives

A. Adopt the attached Resolution authorizing the City Manager to enter into a contract with Koch Excavation Inc. for the Bob Newton Park Sports Court, Sidewalk, and Parking Project.

B. Take no action and the project will not occur.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution.

Attachments

1. RES_CC_Authorizing City Manager to Enter Into Contract for Bob Newton Park Phase II Project_3 2 2026
2. ATT_CC_Contract for Bob Newton Park Sports Court Sidewalks and Parking_3 2 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
6 INTO A CONTRACT WITH KOCH EXCAVATION INC. FOR BOB
7 NEWTON PARK SPORTS COURT, SIDEWALKS AND PARKING
8 PROJECT
9

10 WHEREAS, it has been determined it is appropriate to refinish the sports court,
11 install sidewalks and to pave the parking lots at Bob Newton Park;

12 WHEREAS, the City solicited bids for the Bob Newton Park sports court,
13 sidewalks and parking project;

14 WHEREAS, twelve bids for this project were received and opened. Koch
15 Excavation Inc. submitted the low responsive bid for a total amount of \$185,000.00. The
16 bids have been reviewed and certified;

17 WHEREAS, a notice on intent to award the bids was sent to the bidders on
18 February 17, 2026;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
21 is hereby authorized to award the contract to, and if no objections are received, enter into
22 a contract with Koch Excavation Inc. for a total of \$185,000.00 to perform the project at
23 Bob Newton Park, a copy of which is attached hereto. Funding for this project is from
24 the Park Services Fund.
25

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

3 PASSED this _____ day of _____, 2026.

4
5 SIGNED this _____ day of _____, 2026.

6

7

8

9

Mayor

10

11

12

City Recorder

CONTRACT
FOR
BOB NEWTON PARK SPORTS COURT, SIDEWALKS AND PARKING

THIS AGREEMENT, made this ____ day of _____, 2026, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Koch Excavation Inc., hereinafter called "Contractor".

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

1. **WORK BY CONTRACTOR.** The Contractor shall provide all labor and materials to provide the services described in Exhibit "A" (Scope of Services) attached hereto and by this reference incorporated herein.
2. **TIME OF COMPLETION.** Unless directed in writing otherwise, the Contractor shall commence the work covered by this Contract within ten (10) days of full execution of this Contract (weather permitting), and shall complete all aspects of the project no later than June 24, 2026. **Time limits stated above are of the essence of this Contract.**
3. **LIQUIDATED DAMAGES.** Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2 above. The parties recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Therefore, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Hundred and no/100 Dollars (\$100.00) for each calendar day that expires after the final completion date specified in Section 2 until the Work is complete.
4. **BONDS.** Payment Bonds and Performance Bonds are required of Contractor at Contractor's own expense. Such bonds shall be issued by a surety licensed in the State of Oregon and must be acceptable to Owner. The bonds must equal the sum of the contract price.

The Contractor and all subcontractors must obtain or possess a valid Public Works Bond, filed with the Construction Contractors Board (CCB) before beginning any work on this project.

5. **PRECONSTRUCTION CONFERENCE.** Before any Work is started, a Preconstruction Conference attended by the Contractor, Public Works Director, and others as appropriate, will be held to establish a working understanding among the parties as to the Work and to discuss the procedures for handling submittals, processing applications for payment, and maintaining records. Contractor is required to request such Preconstruction Conference as soon as possible to prevent delays in the project.

6. CONTRACT SUM. The Contract Sum is One Hundred Eighty-Five Thousand Dollars (\$185,000.00).
7. PAYMENTS. When final completion of the work has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the work has reached final completion in accordance with the Contract Documents. Payment of the Contract Sum shall be made to Contractor within twenty (20) days after acceptance of the work by Owner and Contractor's submittal of the final application for payment and the following submissions:
 - A. Any and all additional forms and documentation required by statute or this Agreement;
 - B. An affidavit declaring any indebtedness connected with the work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber the project property;
 - C. A statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and it has complied with the provisions governing fair employment practices;
 - D. A statement by each of Contractor's subcontractors, under oath, that each of the subcontractors has complied with all provisions of State law governing contractors on a public contract and has complied with the provisions governing fair employment practices;
 - E. Release of any liens, conditioned on final payment being received;
 - F. A report of any accidents or injuries experienced by Contractor or its Subcontractors at the worksite.
 - G. All certified payroll reports.

If the work has been substantially completed and full completion thereof is materially delayed through no fault of the Contractor and the Public Works Director so certifies, the Owner shall, upon the certificate of the Public Works Director, and without terminating the Contract, make payment for the balance due for that portion of the work fully complete and accepted, less a retained amount equal to five percent (5%) of the amount requested.

8. PAYMENTS WITHHELD. Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from losses on account of:
 - a. Defective work not remedied within a reasonable time after written notice.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

- e. Damage to the site, adjacent public or private property, or to another contractor.
- f. Failure of the Contractor to keep Contractor's work progressing in accordance with Contractor's time schedule.

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

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

OWNER:

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

CONTRACTOR:

Carsen Koch
Koch Excavation Inc.
18514 S. Abiqua Rd NE
Silverton, OR 97381

- 11. **LICENSES AND PERMITS.** The Contractor shall obtain and maintain all licenses required for public works contracts in the State of Oregon and shall secure and pay for all fees and permits required for the project, if any. Contractor shall comply with all laws, ordinances and regulations, (Federal, State, or local) which may be applicable to the project to be conducted hereunder.
- 12. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall mean the person directing the City of Keizer Public Works Department, or the duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although they have the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
- 13. **WAIVER.** It is expressly understood and agreed that any waiver granted by the Public Works Director or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other

terms, provisions, or covenants of this Contract. Neither the acceptance of the work by Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver, by the Owner, of any claim which the Owner may have against the Contractor.

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

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

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$2,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$2,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

- b. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

15. **WORKERS COMPENSATION INSURANCE.** The Contractor shall procure and maintain, at Contractor's own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Contractor's employees at the site of the project

and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Contractor. Certificates evidencing the issuance of such insurance shall be filed with the Owner within five (5) days after execution of this Contract.

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

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

18. CONTRACTOR PAYMENTS. Contractor shall: (1) make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract; (2) pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the Owner because of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees.

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

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

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

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

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

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

21. PREVAILING WAGE. Contractor must ensure that each worker in each trade or occupation employed in the performance of this Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the schedule published by the Bureau of Labor and Industries pursuant to ORS 279C.840(4) & OAR 839-025-0033(1).

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

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

A. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- i. If this project is subject to the applicable Oregon Prevailing Wage Rate publication and any amendments, and/or the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), in effect at the time of solicitation, the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication titled "January 5, 2026 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website.
- ii. If the project is subject to the federal Davis Bacon Act, the current wage rate publication for Oregon can be accessed and downloaded at <http://www.dol.gov/whd/govcontracts/dbra.htm>. ORS.279C.838.
- iii. If the project is subject to the Davis-Bacon Act and if the state prevailing rate of wage is higher than the federal prevailing rate of wage that is in effect at the time a public agency enters into a contract with a contractor for the project, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage. ORS 279C.838.
- iv. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1).
- v. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing rate of wage, whichever is higher. ORS 279C.838.

b. Certified Payroll Filing Requirements

- i. Every employer on a covered project must file certified payroll records with the Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business

day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

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

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

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

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

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

d. Certified Payroll Retainage

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

22. QUALIFYING EMPLOYEE DRUG TESTING PROGRAM. Contractor represents and warrants that Contractor has in place at the time of the execution of this

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

23. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. All traffic control measures must comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Contractor agrees that all personnel must wear safety vests at all times and use safety cones as required.

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

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

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

26. **LIENS.** Contractor shall not permit any lien or claim to be filed or prosecuted against the City of Keizer, Oregon or the private property owner, in connection with this contract and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor shall be liable to the Owner for any loss so sustained.

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

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

- a. The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor, whereupon Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of its service, the Contractor shall not be entitled to any further payment under this Contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the Contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such event, if such costs, expenses and damages shall exceed such unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner. Such costs, expenses, and damages shall be certified by the Public Works Director.
- b. The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event, the Owner shall be entitled to collect from the Contractor, or to deduct from any payment then or thereafter due the Contractor, the cost incurred by it through the default of the Contractor, provided the Public Works Director approves the amount thus charged to the Contractor.
- c. The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all of the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon instructions from the Owner to do so or based upon the surety's choice, all provisions of the Contract documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions as to payment for

the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

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

28. **OWNER'S RIGHT TO TERMINATE CONTRACT.** Owner may terminate this Contract upon seven (7) days written notice to Contractor if Owner fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Owner to pay for services under this Contract.
29. **CONTRACTOR'S RIGHT TO STOP OR TERMINATE CONTRACT.** If the work shall be stopped under an order of any court or other public authority for a period of no less than three (3) months through no act or fault of the Contractor or of any one employed by it, then the Contractor may on seven (7) days written notice to the Owner stop work or terminate this Contractor and recover from the Owner payment for all work executed to the date of stoppage, any losses sustained from any plant or material, and a reasonable profit. If the Public Works Director shall fail to issue any certificate for payment within ten (10) days after it is due, or if the Owner shall fail to pay the Contractor within fifteen (15) days after its maturity and presentation to the Owner any sum certified by the Public Works Director, then the Contractor may, on seven (7) days written notice to Owner, terminate the Contract and recover from the Owner payment for all work executed to date, any losses sustained upon any plant for material, and a reasonable profit.
30. **DELAYS AND EXTENSION OF TIME.** If the Contractor is delayed at any time in the progress of the work by an act or neglect of the Owner, or any employee of Owner, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Public Works Director, or by any cause which the Public Works Director shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Public Works Director may decide.
- No such extensions shall be made for a delay occurring more than seven (7) days before claim therefore is made in writing to the Public Works Director. In the case of a continued cause of delay, only one claim is necessary. This section does not exclude the recovery of damages for delays by either party under other provisions in the Contract documents.
31. **ACCEPTANCE.** Final inspection and acceptance of the work shall be made by the Owner and local appointed authority. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.
32. **GUARANTEE.** Except for normal wear and tear, Contractor agrees to guarantee all work under this Contract for a period of one (1) year from the date of acceptance of the work. If any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or

not in accordance with the Contract, Contractors agrees, whenever notified by Owner, to immediately place such guaranteed work in a condition satisfactory to Owner and make repairs of all damage made necessary in the fulfillment of the guarantee. This provision shall survive termination of this Contract.

33.DISPUTE RESOLUTION.

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

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

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

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

37.SEVERABILITY. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and

Contractor. Owner and Contractor agree that this Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

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

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

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

CITY OF KEIZER

KOCH EXCAVATION INC.

By:_____
Adam J. Brown,
City Manager

By:_____
Carsen Koch,
Presiden

APPROVED AS TO FORM:

Keizer City Attorney

Exhibit "A"

Scope of Services for Bob Newton Park Sports Court, Sidewalks and Parking

1300 Mandarin Way NE Keizer, OR

Sports Court General Specifications:

- Court size 63' x 120' with additional bump out 22'x40' where existing basketball hook is on SE corner.
- Install vapor barrier over the existing court.
- New Slab on Slab Sports Court to shift 8' South allowing for adequate parking along alleyway.
- Dig out and prep for concrete along southern edge of court where new slab will overhang existing court. This area is 8'x80' and shown with orange on map. Base rock to be a minimum of 8" deep using ¾" minus aggregate (Compacted).
- Use # 5 rebar tied each way 12" on center.
- 3500 psi concrete to be a minimum of 5" thick poured over existing asphalt court. New slab to have a cross slope of 1%. Slab to be sloped with low side draining to the South away from alleyway.
- Sports Court to be closed and contractor is responsible for protecting the work area during construction.
- Provide 2 Commercial grade black tennis net posts and install them 22' apart from inside post to inside post (Contractor to provide and install post sleeves prior to pouring concrete at proper height). Provide and install new tennis net once final top coat is installed and cured.

Finishing Detail Notes:

- Court to be lightly broom finished.
- DO NOT apply any curing compounds or sealers, only the use of water and curing blankets can be applied during cure time as needed. Concrete to be left as virgin concrete so that tennis court surfacing can adhere properly.
- DO NOT use fiber mesh or other add mixtures in concrete.
- Saw cut on grid every 15' (performed the day after pour at a 1" depth avoiding internal rebar).
- Allow slab to cure for 28 days before final top coat surfacing can be applied.
- Apply and install a multi-layer Cushion Court Surfacing with colored acrylic top layers. Line detail showing both Tennis with Pickleball lines cross striped and include Basketball free throw and 3-point line where currently exists. Colors to be coordinated with City Staff during construction.

Sidewalks General Specifications:

- 625 Ln. Ft. of Sidewalk (6' wide and a minimum of 3.5" thick) Having flared ends at toy connections.
- Base to be dug out 5" below ground level and back filled with 4" of crushed aggregate. Spoils to be side cast and remain onsite for back fill. Rough grading of backfill performed by contractor. City staff to finish grade and seed.
- Sidewalks not to exceed 5% running slope and 1.5% cross slope. (Ramps allowed up to 8% running).
- Tooled joints every 6 Ln. Ft.
- City to kill and rototill grass before excavation begins (where sidewalk is being installed only).
- Sidewalk transitions to be flush with playground and parking areas and meet ADA guidelines.

Chain Link Fence General Specifications:

- Remove all existing chain link fabric and dispose.
- Remove corner posts and realign corners with new court layout. Install new corner posts to match. (This is due to the court shifting 8' South.)
- Paint existing posts gloss black, but first clean well and apply a self-etching primer to assure new paint bonds well to old galvanized posts.
- Add 1 5/8" bottom rail along both ends and replace any damaged or missing hardware throughout.
- Install new black vinyl coated chain link fabric throughout to match existing height. (Use 11-gauge core with 8-gauge finish and 2" diamonds).
- Fabric attached to all rails every 12-18" and to all line posts every 12".

Paved Parking Lots:

- Lot #1 (20'x120'). Prep, grade and pave Parking Lot along North end of Sports Court with a minimum of 3" of AC and a minimum of 6" compacted crushed aggregate. Paving to be flush with top of new Sports Court elevation and to drain towards Alley.
- Include white line striping for 12 stalls and provide and install new wheel bump stops.
- Lot #2 (20'x30') ADA Lot. Dig out and prep with a minimum of 6" of crushed aggregate (compacted) and pave with a minimum of 3" of AC. Stripe for 2 ADA stalls and center van assessable hash marks. The City will provide signage. Lot to drain to the South towards nearby ditch and elevation to be set so that parking lot matches up with connecting sidewalk and meets ADA standards.
- Include white line striping (with wheel chair logos and center hash marks) and provide and install (2) wheel bump stops.

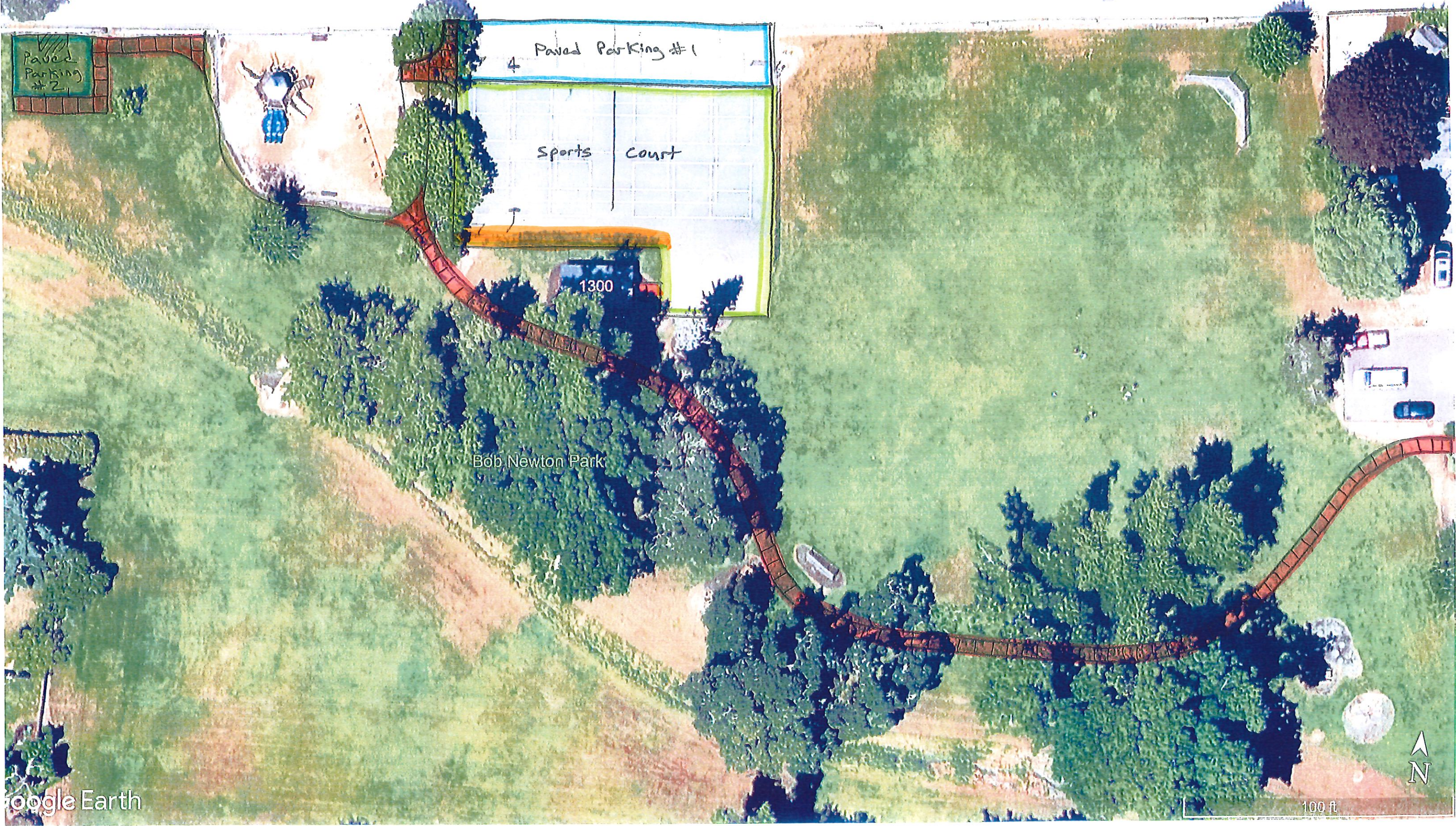
Side Notes:

- Access could be challenging. Concrete pumper truck is likely required for some areas.
- Irrigation lines and valves located throughout the park. Repairs are to be coordinated with City Staff if damaged during construction.
- All concrete to be protected from vandalism while curing.
- Keep job site clean and organized with minimal disturbance.

Bob Newton Park

Tennis Court Overlay, Sidewalks and Parking

Legend





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Sale of Real Property

Proposed Motion

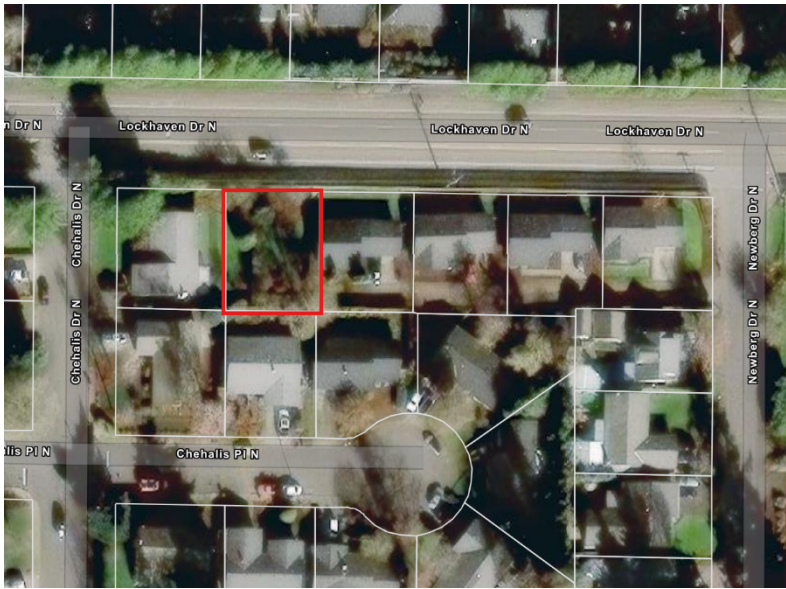
I move to adopt Resolution R2026-_____ Authorizing City Manager to Sign Sale Agreement and Receipt for Earnest Money With C4M Investments, LLC (782 Olson)

I. Summary

The City is the owner of a land-locked parcel only accessible across four easements from Newberg Dr N. The property has been offered to adjacent owners. C4M Investments, LLC owns three of the four parcels that would require easements to make the land buildable and has an interest in purchasing the property. The Council is required to accept public comment with the sale of any city property.

II. Background

- A. The City was approached by the property owners of 5493, 5481, and 5475 Newberg Dr. N to purchase a property that is land-locked by adjacent residential lots and a soundwall on Lockhaven Dr.



- B. The City Council requested that staff approach adjacent landowners to gauge interest in purchasing the property. Staff approached all three owners abutting the parcel.
- C. For development purposes, the only way to access the property is through an easement across 5493, 5481, 5479, and 5475 Newberg Dr. N which three of the four lots are owned by C4M Investments LLC. The other two abutting property owners on Chehalis Dr. N. and Chehalis Pl N would only be able to extend the backyards to the residences, whereas the owners of the other properties could grant access easements across their lots.
- D. The best offer is currently from C4M Investments LLC for \$40,000.
- E. The City is required to show proof of value. The Marion County Assessor's website shows the real market value of the land at \$90,400. The property is constrained because access can only be achieved across the four parcels from Newberg Dr N. That access can only be granted by the owners of the four parcels off of Newberg.

III. Current Situation

- A. Staff recommends accepting public comment on the sale and then approving the purchase and sale agreement between the City of Keizer and C4M Investments LLC.
- B. The location as a predated address on the County Assessor's records as Olson St. There is no Olson Street in that neighborhood anymore. All the adjacent properties with access on Newberg have a Newberg Dr. address. The address can be changed at a later date by the County.

IV. Analysis

- A. **Strategic Impact** - Under the Economic & Community Development strategic goal is the task to sell city-owned properties in Keizer to pay down the City's PERS liability.

- B. **Financial** - In addition to the purchase proceeds, the city can expect property taxes both on the land and development of improvements. Property taxes collected on the property with improvements (a home) next door for last year was \$2,640.
- C. **Timing** - The buyer is equally anxious to move forward with developing this lot for housing.
- D. **Policy/Legal** - The City Council is required to hold a public hearing and accept public comment prior to sale of properties. After holding the public hearing and accepting public comments, the City Council approval of the sale is required to proceed to closing.

V. Alternatives

- A. Adopt the attached Resolution approving the sale — Staff can proceed with the sale of the property with the representatives of C4M Investments LLC.
- B. Take No Action — The property will stay under city ownership and will not create economic value for the city.

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 Resolution.

Attachments

- 1. RES_CC_Sale Agreement with C4M Investments_3 2 2026
- 2. EXH_CC_Sale Agreement with C4M Investments_3 2 2026
- 3. Doc_Proof of Value_County Assessor_3 2 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____
4

5
6 AUTHORIZING CITY MANAGER TO SIGN SALE AGREEMENT
7 AND RECEIPT FOR EARNEST MONEY WITH C4M
8 INVESTMENTS, LLC (782 OLSON)
9

10 WHEREAS, the City owns a land-locked parcel of real property located at 782

11 Olson Street NE (now Lockhaven), Keizer, Oregon;

12 WHEREAS, the parties have negotiated a Sale Agreement and Receipt for
13 Earnest Money (“Agreement”);

14 WHEREAS, a notice of hearing as provided in ORS 221.725 was completed and
15 public hearing was held on March 2, 2026;

16 WHEREAS, the City Council enters the findings set forth below:

17 NOW, THEREFORE,

18 BE IT RESOLVED as follows:

19 Section 1. PUBLIC HEARING. A public hearing was held before the City Council on
20 March 2, 2026. Notice of such hearing was published concerning the above referenced sale.

21 Section 2. FINDINGS. The notice requirements of ORS 221.725 have been complied
22 with. The nature of the proposed sale and the general terms thereof, including other evidence of
23 the market value of the property have been fully disclosed by the City Council at the public

1 hearing. Any resident of the city has been given an opportunity to present written or oral
2 testimony at the hearing.

3 The property is zoned Residential. The property is not necessary for City use. The
4 subject property is useful to the proposed buyer in that it provides ground to develop residential
5 housing.

6 Section 3. DECISION TO SELL. Following the public hearing, the City Council voted
7 to sell the subject property to the buyer, on the terms set forth in the attached Agreement.

8 Section 4. AUTHORIZATION TO CITY MANAGER. The City Council hereby
9 authorizes the City Manager to enter into the attached Agreement and to take all acts necessary
10 to consummate the transaction as contemplated therein.

11 In addition, the City Manager is authorized to enter into amendments to the Agreement
12 as necessary and appropriate, so long as the purchase price is not amended without formal
13 Council approval.

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

16 PASSED this _____ day of _____, 2026.

17
18 SIGNED this _____ day of _____, 2026.

19
20
21 _____
22 Mayor

23
24 _____
City Recorder

**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY**

DATE: _____, 2026 ("Effective Date")

SELLER: CITY OF KEIZER, Oregon
a municipal corporation
c/o Joseph A. Lindsay
930 Chemawa Road NE
Keizer, OR 97303

BUYER: C4M INVESTMENTS, LLC
Attn: Jeff Mullen, Member
10823 17th Pl SE
Lake Stevens, WA 98258

RECITAL

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property commonly known as 782 Olson St N in the City of Keizer, County of Marion, Oregon, having the following legal description (the "Property"):

A parcel of land lying in the SE¹/₄ of Section 34, Township 6 South, Range 3 West, W.M., Marion County, Oregon, being that property described in that deed to M.A. Foland and C.A. Foland recorded in Volume 252, Page 1229 (also described as Lot 11 of Block 2 of the Chehalis Subdivision.)

NOTE: Access Completely Restricted to Olson Street (now known as Lockhaven Drive North).

AGREEMENT

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$40,000.00 (the "Purchase Price").

2. Earnest Money. Buyer shall pay the sum of \$1,000.00 as earnest money within three (3) days of signing of this Agreement by Buyer. The earnest money shall be delivered to Fidelity National Title Company of Oregon ("Escrow"), c/o Melanie Sarazin, at 500 Liberty St SE, Suite 200, Salem, OR 97301 and shall be applied to the Purchase Price on the Closing date, as that term is defined below.

3. Payment of Purchase Price. The Purchase Price must be paid as follows:

3.1 At closing, the earnest money will be credited to the Purchase Price.

3.2 At closing, Buyer must pay the balance of the Purchase Price in cash.

4. Closing. Closing shall take place on or before 210 calendar days from the date of full execution of this Sale Agreement or when the conditions listed in Section 6 are met, whichever is sooner (the “Closing Date”), at the offices of Fidelity National Title Company of Oregon. The terms *closed*, *closing*, or *closing date* mean when the deed or contract is recorded and funds are available to Seller. Each party must pay one-half of the escrow fee.

5. Preliminary Title Report. Within 10 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies (or links to online copies if the report is furnished in digital form) of all exceptions listed therein (the “Title Report”). Buyer will have 10 days from receipt of the Title Report to review it and to notify Seller, in writing, of Buyer’s disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the “Permitted Exceptions.” Zoning ordinances, building and use restrictions, property taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds are deemed Permitted Exceptions. If Buyer notifies Seller, in writing, of disapproval of any exceptions, Seller will have 10 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the “Seller Assurance Period”). If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 10 days after expiration of the Seller Assurance Period, in which event the earnest money will be promptly refunded to Buyer and this Agreement will be of no further binding effect.

6. Buyer’s Conditions.

6.1 Buyer’s obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

6.1.1 Buyer’s approval of the preliminary title report pursuant to Section 5.

6.1.2 Within 180 days from the Effective Date, Buyer’s approval of access and utility easements, to be obtained by Buyer, at Buyer’s sole expense.

6.1.3 Within 180 days from the Effective Date, Buyer’s approval of the effect of the property’s location in the flood zone, at Buyer’s sole expense.

6.1.4 Within 180 days from the Effective Date, Buyer’s application for a pre-application process, at Buyer’s sole expense, to determine if Buyer can accomplish the type of construction desired.

6.1.5 The Title Company shall be ready, willing, and able to issue, and shall issue to Buyer on recordation of the deed mentioned below, the title insurance policy required by Section 8.

The foregoing conditions are for the benefit of Buyer and may be waived, in whole or in part, by Buyer only. Any waiver must be in writing. Unless waived, if any condition is not satisfied by the date specified, this Agreement may be terminated, at the option of Buyer, by written notice. If no date is specified, the applicable date shall be the Closing Date.

7. Marketable Title; Deed. On the Closing Date, unless agreed otherwise herein, Seller will convey marketable title to the Property to Buyer by statutory warranty deed, free and clear of all encumbrances, except for the Permitted Exceptions.

8. Title Insurance. Within 30 days after closing, Seller must furnish Buyer with an owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

9. Taxes; Prorates. Seller shall pay one-half of the escrow fees and costs and Seller's share of prorations. Buyer shall pay for one-half of the escrow fees and costs, all premiums for the title insurance policy, all document recording charges, and Buyer's share of prorations. Seller and Buyer shall each pay their own legal and professional fees respectfully. All other costs and expenses shall be allocated between Seller and Buyer in accordance with the customary practice in Marion County, Oregon as of the Closing Date.

10. Possession. Buyer will be entitled to possession immediately on closing.

11. Property Included. The Property is bare land only with access completely restricted to Olson Street (now known as Lockhaven Drive North). There is no access to the property. No personal property is included in this transaction.

12. Insurance. Seller will insure the Property through closing against the losses typically covered by a liability insurance policy.

13. Seller's Representations – AS IS. Subject to Seller's written representations contained herein, and any statutory property disclosures given as part of this transaction, Buyer acknowledges that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition "AS IS." Buyer acknowledges that the property is in the 100-year flood plain. Buyer furthers acknowledges that the property does not have any access with access completely restricted to Olson Street (now Lockhaven Drive North).

14 Seller Held Harmless as Municipal Government. Buyer agrees and understands that Seller's responsibility and obligations under this Agreement do not and cannot bind Seller as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect Buyer's operation of the Premises in any manner whatsoever, Buyer agrees that enforcement in good faith of any lawful ordinances or regulations or any other acts Seller may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts Seller may take in its role as municipal government shall not be restricted by the fact that Seller entered into this Agreement. However, nothing in this Section shall be interpreted to permit Seller to act or fail to act in any way inconsistent with any common law, constitutional or statutory rights of Buyer or the established duties and obligations of Seller as a municipal body. This provision shall survive closing or termination of this Agreement and shall not merge with the deed.

15. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may not be unreasonably withheld by Seller.

16. Remedies. TIME IS OF THE ESSENCE OF THIS AGREEMENT. If the conditions described in Section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Seller will have the right to retain all earnest money as liquidated damages and such retention is Seller's sole remedy. If the conditions described in Section 6 above are satisfied or waived by Buyer and Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails to consummate this transaction, through no fault of Buyer, all earnest money must be refunded to Buyer and such refund is Buyer's sole remedy.

17. Attorney Fees. If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court and, in the event of appeal, as set by the appellate courts.

18. Notices. All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective three days after the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

19. Time for Performance. When the last day for performance of an act by a party falls on a Saturday, Sunday, or legal holiday, the performance of the act shall be considered timely if it is performed on the next day that is not a Saturday, Sunday, or legal holiday.

20. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

21. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon.

22. Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO

7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010, ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

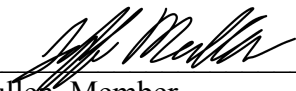
SELLER

BUYER

CITY OF KEIZER

C4M INVESTMENTS, LLC

By: _____
Adam J. Brown, City Manager


Jeff Mullen, Member

February 25, 2026

Property Identification

Account ID:

545073

Tax Account ID:

545073

Tax Roll Type:

Real Property

Situs Address:

782 OLSON ST N KEIZER OR 97303

Map Tax Lot:

063W34DB05300

Owner:

CITY OF KEIZER

PO BOX 21000

KEIZER, OR 97307

Manufactured Home Details:**Other Tax Liability:****Subdivision:**

CHEHALIS SUBDIVISION IN KEIZER BLOCK 2 LOT 11

Related Accounts:

Owner History

Grantee	Grantor	Sales Info	Deed Info
CITY OF KEIZER 789 CHEHALIS PL N KEIZER OR 97307	FOLAND,MICHAEL A & CAROLYN A	5/5/1988 \$6,100.00 03 1	5/5/1988 06180135 DEED 545073
FOLAND,MICHAEL A & CAROLYN A 2485 LANCASTER DR NE KEIZER OR 97307		6/5/1981 \$6,750.00 00 1	6/5/1981 02521229 WD 545073

Property Details

Property Class:

940

RMV Property Class:

100

Zoning:

(Contact Local Jurisdiction)

AV Exemption(s):**RMV Exemption(s):**

CITY 307.090 City - Property of the state, counties and other municipal corporations; payments in lieu of taxes on city-owned electric utility property, (2020/NA)

Deferral(s):**Notes:****Land/On-Site Developments for Tax Account ID 545073**

ID	Type	Acres	Sq Ft	Levy Code Area
1	006 Residential	0.14	5916	24200

Improvements/Structures for Tax Account ID 545073

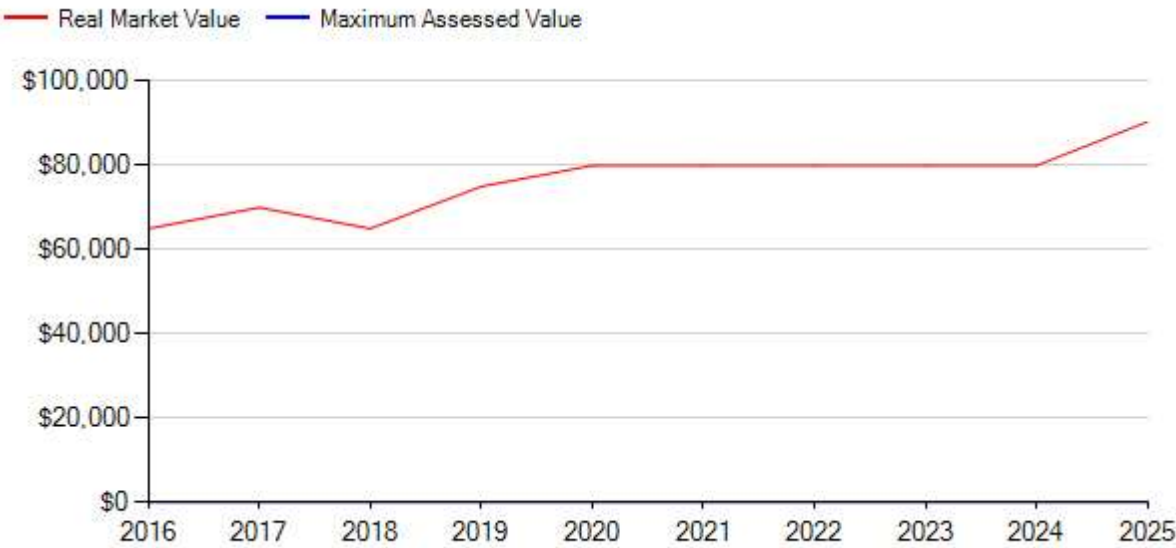
ID	Type	Stat CClass	Make/Model	Class	Area/Count	Year Built	Levy Code Area
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No Improvement Details

Value Information (per most recent certified tax roll)

RMV Land Market:	\$90,400
RMV Land Spec.	\$0
Assess.:	
RMV Structures:	\$0
RMV Total:	\$90,400
AV:	\$0
SAV:	\$0
Exception RMV:	\$0
RMV Exemption Value:	\$90,400
Exemption Description:	None
M5 Taxable:	\$0
MAV:	\$0
MSAV:	\$0

Graph shows tax roll Real Market Value and Maximum Assessed Value of this property for past 10 years.
For a detailed explanation, please see definition of Assessed Value above (hover over the "i").



Assessment History

Year	Improvements RMV	Land RMV	Special Mkt/Use	Exemptions	Total Assessed Value
2025	\$0	\$90,400	\$0/\$0	CITY	\$0
2024	\$0	\$80,000	\$0/\$0	CITY	\$0
2023	\$0	\$80,000	\$0/\$0	CITY	\$0
2022	\$0	\$80,000	\$0/\$0	CITY	\$0
2021	\$0	\$80,000	\$0/\$0	CITY	\$0
2020	\$0	\$80,000	\$0/\$0	CITY	\$0
2019	\$0	\$75,000	\$0/\$0	FNCITY	\$0

Year	Improvements RMV	Land RMV	Special Mkt/Use	Exemptions	Total Assessed Value
2018	\$0	\$65,000	\$0/\$0	FNCITY	\$0
2017	\$0	\$70,000	\$0/\$0	FNCITY	\$0
2016	\$0	\$65,000	\$0/\$0	FNCITY	\$0

Taxes: Levy, Owed

Taxes Levied 2025-26: \$0.00
Tax Rate: 16.9167
Tax Roll Type: R
Current Tax Payoff Amount: \$0.00

Year	Total Tax Levied	Tax Paid
2025	\$0.00	\$0.00
2024	\$0.00	\$0.00
2023	\$0.00	\$0.00
2022	\$0.00	\$0.00

Tax Payment History

Year	Receipt ID	Tax Paid	Discount	Interest	Amount Paid	Date Paid
No Tax Payment History Details						



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Dawn Wilson, Deputy City Recorder
Subject: Amending Volunteer Coordinating Committee's Process for Appointments to City Council Committees

Proposed Motion

I move to adopt Resolution R2026 __ Amending Volunteer Coordinating Committee's Process for Appointments to City Council Committees; Repeal of Resolution R2023-3424.

I. Summary

There was some confusion and a desire to streamline the voting process during a Volunteer Coordinating Committee (VCC) meeting. In an effort to help clarify the process, the VCC had several meetings to review the process document. The Chair of the VCC will be in attendance and available to answer questions.

II. Background

There have been eight amendments to the Process for Appointments to City Council Committees since its original adoption in 2004. The VCC adopted the original process in 2004 and has amended it through motions at their meetings. The City Council adopted the current process on November 20, 2023.

The following additions were recommended by the VCC:

- Following close of the presentations, any committee member may nominate any or all candidates **who have submitted an application and successfully passed a criminal history background check. The City Manager makes the decision in consultation with the City Attorney if the applicant is successful or not.** This incorporates the new policy to have all applicants criminal history backgrounds checked before they can be interviewed. Evaluation factors are based on the U.S. Equal Employment Opportunity Commission Enforcement Guidance and include:
The nature and gravity of the offense or conduct; the time that has passed since the offense, conduct and/ or completion of the sentence; and the nature of the position held or sought. The use of the evaluation factors on anything appearing on an applicant's criminal background is weighed against the type of work the applicant would be performing in a volunteer role for the City.

- Each member of the Volunteer Coordinating Committee is required to cast **one or more votes**, including the option of voting for “no recommendation.” This allows members to vote for multiple candidates.
- **If there are multiple positions for the committee to fill, committee members may vote on one ballot for up to the number of open positions (no matter the length of the term).** This voting method is new and allows for consolidated ballots and a streamlined process.
- **The Volunteer Coordinating Committee chooses the positions for each successful applicant.** The VCC would now have explicit authority to assign successful applicants to specific positions.
- The following removal was recommended by the VCC:
- **A second is not required.**
- **If there are multiple positions to fill, each position will be voted separately, using steps 2 thru 4.** Removing this would allow for combined ballot voting.

III. Current Situation

- A. In an effort to help clarify and streamline the voting process, the VCC reviewed the process document.
- B. The VCC made additional changes during the August 14th, October 9th, December 11th meetings in 2025, and the January 8, 2026, meeting. The VCC made their final changes to the process at the February 12, 2026, meeting.
- C. At the February 12th meeting, they made a motion to recommend the process be forwarded to the City Council for adoption. A redlined draft showing the VCC's revisions, along with a clean copy are attached.

IV. Analysis

- A. Strategic Impact - N/A
- B. Financial - N/A
- C. Timing - There are current volunteer recruitments in progress that require a voting process in order for VCC to make their recommendation to the City Council.
- D. Policy/Legal - Resolution R2023-3424 stated that any future revisions to the process would require City Council adoption.

V. Alternatives

- A. Adopt the attached Resolution.
- B. Make amendments to the Process.

C. Not adopt the Process.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution.

Attachments

1. ATT_Process for Appointments to City Council Committees - Redlined Edits by VCC on 02-12-2026_3 2 2026
2. RES_CC_VCC Process for Appointments_3 2 2026
3. ATT_Process for Appointments to City Council Committees - Final Edits by VCC on 02-12-2026_CLEAN_3 2 02026



Process for Appointments to City Council Committees
Adopted 11 __/20 __/2023⁶ by City Council

Announcement

Announcements for open positions that occur on any City Council Committees shall be distributed to the media and posted on the City's web page, social media, and at City Hall. Announcements will contain the name of the committee, a brief description of the duties of the committee, the date and time of the committee meetings, the number of open positions, instructions to receive and submit a volunteer application, the closing date to submit an application in order to be considered at the next meeting, and any background, skills, interest, or requirements, if applicable.

Applications

1. Applications delivered to City Hall will be stamped with the date received. Applications received by email will be marked as received as of the time/date stamp when the email was sent. Any supporting documents or letters of recommendation must be received no later than 2 weeks prior to the meeting to be included in the published packet.
2. Applications must be received by the closing date in the press release to be considered at the next Volunteer Coordinating Committee meeting. If an application is received after the closing date and an open position remains, the application may be considered at the next meeting. If there are no current openings, the application will be held for up to one year.
3. Interested applicants whose applications are received prior to the posted deadline will be sent a letter inviting them to attend the Volunteer Coordinating Committee (VCC) meeting to give an oral presentation on their background, skills, and interest for the position they are seeking. The presentation is limited to five minutes. After which, the Committee will ask questions.
4. Applicants who are unable to attend the meeting will be eligible for consideration. They are encouraged to submit written testimony and an explanation for their absence.

At the meeting:

1. Public comment will be limited to 5 minutes with the same guidelines as Council Rules and Procedures.
2. At the beginning of the meeting, the chair will give an overview of the interview and voting process.

3. The interview and voting process will be conducted separately for each committee or commission.
 - a. If a VCC member is an applicant, when that committee/commission process begins, the member shall declare they are an applicant and leave the dais. The required voting majority will adjust to include only those present and voting.
4. Interview:
 - a. Each applicant has five minutes to give an oral presentation highlighting their background, skills, and interest for the position they are seeking.
 - b. The Volunteer Coordinating Committee members will then ask questions of the applicants. Questions from the Committee are not included in the five-minute time limit.

Voting

1. Following close of the presentations, any committee member may nominate any or all candidates who have submitted an application and successfully passed a criminal history background check. A second is not required.—The City Manager makes the decision in consultation with the City Attorney if the applicant is successful or not.
2. Each member of the Volunteer Coordinating Committee is required to cast a vote one or more votes, including the option of voting for “no recommendation.”
3. Voice vote, show of hands, or written ballots may be used. If written ballots are used, the vote of each member will be announced. The determination of how votes are taken (i.e. voice vote, show of hands, or written ballots) shall be made at the call of the chair. All votes are public records.
4. If there are multiple positions for the committee to fill, committee members may vote on one ballot for up to the number of open positions (no matter the length of the term).

4.5. Results:

- a. If a candidate receives a majority of the votes of the members present, the name of this candidate shall be forwarded to the City Council for consideration.
- b. If a candidate does not receive a majority of the votes of the members present, the names of the two candidates receiving the most votes shall be voted upon in the second vote. The candidate with the most votes shall be forwarded to the City Council for consideration.
- c. -In the event of a tie vote during the second vote, the names of the two candidates shall be placed in the official Keizer bucket or other container and the chair of the committee shall draw the successful name.
- d. The option of voting for “no recommendation” will be on all ballots. If a majority of votes are “no recommendation,” the position will be reopened.
6. If there are multiple positions to fill, each position will be voted separately, using steps 2 through thru 4.
5. e. The Volunteer Coordinating Committee chooses the positions for each successful applicant.

City Councilor Applications

A member of the City Council may not be considered for a position on a committee or commission while they are actively serving as Councilor, even if the term of service would begin after the Councilor left office. For Council voting positions on committees and commissions, the City Council member will be appointed by the Mayor.

Miscellaneous

1. Whenever a position becomes vacant or a recommendation for appointment is not accepted by the City Council, it will be reopened for additional applications. If necessary, the Committee may use the option of suspending the rules to consider current applications.
2. Letters will be sent to all non-successful individuals thanking them for their interest and encouraging them to attend the committee meetings.
3. Non-successful volunteer applicants will remain on file for one year and will be contacted for any future openings on the committees of interest. To be considered for a future opening, the applicant must respond in writing by the recruitment closing date to be considered for that opening.
4. For appointments to fill a mid-term vacancy of three months or less, the Volunteer Coordinating Committee will recommend the appointment for that period and the next consecutive term.
5. When a person applies to be reappointed to serve on a committee, their attendance record will be presented to the VCC.
6. When the Committee makes a recommendation for an applicant who is already serving on two city committees/commissions to serve on a third committee, an explanation supporting the recommendation will be included in the staff report and a representative from the Committee will attend the Council meeting to explain the recommendation.
7. Outgoing Youth Councilor and Youth Liaisons will be emailed the Youth Exit Survey in April. Answers will be included in the June or subsequent agenda packet.
 - a. *Name one or more highlights of this experience that you feel other youth volunteers would enjoy.*
 - b. *Share any aspects of this experience that you would change.*
 - c. *If you could add anything to this experience to make it more impactful what would that be?*
 - d. *What would you recommend we do to create more interest for other youth?*
 - e. *What was the most surprising thing about the experience?*

Adopted by the Volunteer Coordinating Committee - June 15, 2004; Amended 7/19/07; 10/18/07; 9/25/08; 2/18/10; 3/21/13; 2/20/14; 6/15/17; 10/13/22

Amended-Adopted by the Keizer City Council on November 20, 2023, by Resolution No. R2023-3424-; Amended / /2026, by Resolution No. R2026-_____.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-____

4
5 AMENDING VOLUNTEER COORDINATING COMMITTEE'S
6 PROCESS FOR APPOINTMENTS TO CITY COUNCIL
7 COMMITTEES; REPEAL OF RESOLUTION R2023-3424

8
9 WHEREAS, the City Council adopted the process used for appointments to City
10 Council Committees by the Volunteer Coordinating Committee on November 20, 2023
11 by Resolution R2023-3424;

12 WHEREAS, the Volunteer Coordinating Committee recommends that the City
13 Council amend the process used for appointments to City Council Committees;

14 NOW, THEREFORE,

15 BE IT RESOLVED by the City Council of the City of Keizer that the attached
16 Process for Appointments to City Council Committees is hereby adopted and that the
17 Volunteer Coordinating Committee will use this process for recommendations of its
18 appointments to City Council Committees, Boards, and Task Forces.

19 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
20 Resolution R2023-3424 is hereby repealed in its entirety.

21 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that any
22 future revisions to the process will require City Council adoption.

23
24
25 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately

1 upon the date of its passage.

2 PASSED this _____ day of _____, 2026.

3

4 SIGNED this _____ day of _____, 2026.

5

6

7

8

9

10

11

Mayor

City Recorder



Process for Appointments to City Council Committees
Adopted __/__/2026 by City Council

Announcement

Announcements for open positions that occur on any City Council Committees shall be distributed to the media and posted on the City's web page, social media, and at City Hall. Announcements will contain the name of the committee, a brief description of the duties of the committee, the date and time of the committee meetings, the number of open positions, instructions to receive and submit a volunteer application, the closing date to submit an application in order to be considered at the next meeting, and any background, skills, interest, or requirements, if applicable.

Applications

1. Applications delivered to City Hall will be stamped with the date received. Applications received by email will be marked as received as of the time/date stamp when the email was sent. Any supporting documents or letters of recommendation must be received no later than 2 weeks prior to the meeting to be included in the published packet.
2. Applications must be received by the closing date in the press release to be considered at the next Volunteer Coordinating Committee meeting. If an application is received after the closing date and an open position remains, the application may be considered at the next meeting. If there are no current openings, the application will be held for up to one year.
3. Interested applicants whose applications are received prior to the posted deadline will be sent a letter inviting them to attend the Volunteer Coordinating Committee (VCC) meeting to give an oral presentation on their background, skills, and interest for the position they are seeking. The presentation is limited to five minutes. After which, the Committee will ask questions.
4. Applicants who are unable to attend the meeting will be eligible for consideration. They are encouraged to submit written testimony and an explanation for their absence.

At the meeting:

1. Public comment will be limited to 5 minutes with the same guidelines as Council Rules and Procedures.
2. At the beginning of the meeting, the chair will give an overview of the interview and voting process.

3. The interview and voting process will be conducted separately for each committee or commission.
 - a. If a VCC member is an applicant, when that committee/commission process begins, the member shall declare they are an applicant and leave the dais. The required voting majority will adjust to include only those present and voting.
4. Interview:
 - a. Each applicant has five minutes to give an oral presentation highlighting their background, skills, and interest for the position they are seeking.
 - b. The Volunteer Coordinating Committee members will then ask questions of the applicants. Questions from the Committee are not included in the five-minute time limit.

Voting

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2. Each member of the Volunteer Coordinating Committee is required to cast one or more votes, including the option of voting for “no recommendation.”
3. Voice vote, show of hands, or written ballots may be used. If written ballots are used, the vote of each member will be announced. The determination of how votes are taken (i.e. voice vote, show of hands, or written ballots) shall be made at the call of the chair. All votes are public records.
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 - d. *What would you recommend we do to create more interest for other youth?*
 - e. *What was the most surprising thing about the experience?*

Adopted by the Volunteer Coordinating Committee - June 15, 2004; Amended 7/19/07; 10/18/07; 9/25/08; 2/18/10; 3/21/13; 2/20/14; 6/15/17; 10/13/22

Adopted by the Keizer City Council on November 20, 2023, by Resolution No. R2023-3424; Amended __/__/2026, by Resolution No. R2026-_____.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Approval of the Community Diversity Engagement Committee Rack Cards

Proposed Motion

I move the City Council to approve the Community Diversity Engagement Committee rack cards.

I. Summary

The Community Diversity Engagement Committee (CDEC) has been working on creating rack cards to increase community engagement and is ready for the City Council to either approve the rack cards or recommend additional changes.

II. Background

- A. The CDEC rack cards have been previously presented to the City Council for review. Based on that review the recommended changes have been incorporated into the new version.

III. Current Situation

- A. The CDEC rack cards are ready for approval.

IV. Analysis

- A. **Strategic Impact** - Not applicable
- B. **Financial** - The rack cards are anticipated to cost less than \$600 for printing and will be absorbed by the City's existing 2025-26 - City of Keizer Administrative Services Budget.
- C. **Timing** - Once approved by the City Council, the rack cards will be ready to print.
- D. **Policy/Legal** - The CDEC is an advisory committee to the City Council. As such, City Council approval is required to move forward with printing the rack cards.

V. Alternatives

- A. The City Council can approve the rack cards.
- B. Recommend additional changes.
- C. Take no action.

VI. Recommendation

Staff recommends the City Council approve the CDEC rack cards.

Attachments

- 1. ATT_CC_CDEC Postcard - Front_03 02 2026
- 2. ATT_CC_CDEC Postcard - Back_03 02 2026
- 3. ATT_CC_KeizerBoardMeetingPostcard-KeizerColors - Back_03 02 2026
- 4. ATT_CC_KeizerBoardMeetingPostcard-KeizerColors - Front_03 02 2026

C.D.E.C.

Community Diversity Engagement Committee

MAKING KEIZER A GREAT PLACE FOR

YOU

ALL PEOPLE TREATED WITH RESPECT



OUR PURPOSE

To act in an advisory capacity to the Keizer City Council and to advise on action for community engagement by:

1. Listening to understand. Keizer wants to let everyone know we are all included when we talk about the Keizer community and are important for our community to thrive holistically.
2. Using what is heard to create recommendations for action plan(s) for increasing community engagement and communication on progress in civic processes.
3. Acting on the values included in the Resolution R2020-3135 for Justice, Equity, Diversity and Inclusion.
4. To assist in developing action plans to be recommended for Council approval for community engagement in civic processes
5. Develop promotional content specific to outreach and engagement for Council consideration and approval.

"WE ARE HERE TO LISTEN. PLEASE COME & SHARE"

We are listening to what you have to say. We are a fact finding and action driven committee. Our work depends on lived experience and examples that we want to get from Keizerites.

**We meet the FIRST THURSDAY of each month
from 6 p.m. to 7:30 p.m.**

Visit the website below for the meeting location

Agenda, meeting documents and community survey can be found at:
<https://www.keizeror.gov/163/Meeting-Materials>
or scan the QR Code »



WE INVITE YOU TO VOLUNTEER

Keizer residents are invited to volunteer for appointment to a variety of city boards and commissions addressing these areas:

- Parks & Rec
- Multi-Modal Safety Committee
- Community Diversity
- Arts
- Planning

Visit www.keizeror.gov/162/Volunteer-Information to see the exciting opportunities awaiting residents who want to help plan the city's operations.

Youth liaison needed for each committee.



APPLY USING THE QR CODE



**CAN YOU SPARE
2 HOURS A MONTH TO
SERVE YOUR COMMUNITY?**

IF SO...

**YOUR CITY
NEEDS YOU!**

www.keizeror.gov/162/Volunteer-Information





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: 2026 Keizer Rapids Summer Sounds Concert Series

Proposed Motion

I move that the City Council approve the waiver of amphitheatre use fees in the amount of \$3,675 for Valor Mentoring's 2026 Keizer Rapids Summer Sounds Concert Series.

I. Summary

Valor Mentoring is putting on a summer concert series at Keizer Rapids Park Amphitheatre. The seven concerts are free to the public, however food, beverages and alcohol will be available for purchase.

Valor Mentoring is planning to request \$13,000 through the budgeting process to help offset increased costs due to inflation and to allow for higher caliber performers.

II. Background

- A. Valor Mentoring co-sponsored the summer concert series in 2024 in which the fees were waived.
- B. The 2025 concert series fees of \$3,675 were waived and \$10,000 was provided in additional financial support through the General Fund - Transient Occupancy Tax Department.

III. Current Situation

- A. A completed Keizer Rotary Amphitheatre Application/Permit was received on February 2, 2026, for concerts on:
 - 1. July 18, 2026,
 - 2. July 25, 2026,
 - 3. August 1, 2026,
 - 4. August 8, 2026,

5. August 15, 2026,
6. August 22, 2026, and
7. August 29, 2026.

IV. Analysis

- A. **Strategic Impact** - Not Applicable
- B. **Financial** - The waiver of fees associated with the 2026 Keizer Rapids Summer Sounds Concert Series is a reduction in Amphitheatre revenue of \$3,675.

Valor Mentoring is planning to request \$13,000 through the budgeting process to help offset increased costs due to inflation and to allow for higher caliber performers.

- C. **Timing** - The first concert is scheduled for July 18, 2026.
- D. **Policy/Legal** - Council approval is needed to waive fees.

V. Alternatives

- A. Approve the waiver of fees associated with the 2026 Keizer Rapids Summer Sounds Concert Series.
- B. Take no action.

VI. Recommendation

Staff recommends the City Council approve the waiver of \$3,675 in fees associated with the 2026 Keizer Rapids Summer Sounds Concert Series put on by Valor Mentoring.

Attachments

None



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Keare Blaylock, Public Works Director
Subject: VSF Bridges

Proposed Motion

I move that the City Council extend the moratorium on the enforcement order requiring residents on Lydia Street to remove the bridges constructed in the public right-of-way, not to exceed 180 days.

I. Summary

Four homeowners on Lydia Street received a Notice of Violation for constructing bridges in vegetated stormwater facilities within the public right-of-way. In August 2025, residents petitioned the City Council to allow them to keep the bridges, at least until an alternative solution to their concerns could be found. The Council instituted a 180-day moratorium on the enforcement order to allow residents and staff an opportunity to explore alternatives. Staff are requesting to extend the moratorium, which has since expired.

II. Background

- A. On June 2025, Notices of Violation were issued to multiple property owners on Lydia Street; four of which were regarding the installation of bridges in the City's vegetated stormwater facilities.
- B. On August 6, 2025, City staff met with neighborhood representatives to discuss the code violations and remedies. Staff agreed to extend the compliance deadline to allow residents time to explore alternatives.
- C. On August 18, 2025, residents petitioned the Council to allow them to keep the bridges while seeking alternative solutions to their concerns. The Council instituted a moratorium on the enforcement order, not to exceed 180-days, and directed staff to initiate a risk assessment through CIS and work with the residents to try to find an alternative solution to present to Council.
- D. Since then, staff have been in contact with CIS and Oregon DEQ, performed considerable research on engineering design standards, interviewed professionals from numerous other cities across Oregon to collect information and insights on risk,

compliance, and alternatives.

E. In February, the PW Director retired just prior to the moratorium's expiration.

III. **Current Situation**

A. The 180-day moratorium expired on February 14, 2026.

B. A mutually acceptable solution has not yet been fully realized due to the complexities of the issue, including engineering constraints, permit compliance, legal liability, and right-of-way policy, as well as the change in Department leadership.

C. On February 24, a letter was sent to affected residents to provide an update regarding staff's intention to request an extension on the moratorium.

D. Staff intends to work with the residents as soon as we come up with a number of options to present to them for consideration. We will also notify them two weeks prior to bringing back the recommendation to the city council. .

IV. **Analysis**

A. **Strategic Impact** - No strategic plan impact.

B. **Financial** - None

C. **Timing** - The 180-day moratorium has expired. Enforcement orders could be resumed unless otherwise directed by the Council.

D. **Policy/Legal** -

1. The non-permitted structures are in violation of City codes Sec. 36-180 and Sec. 18-128.

2. The structures pose a potential risk to public safety such that the City may be held liable for any injury or harm resulting from their use.

3. Alterations to the engineered stormwater facilities, including vegetation, may constitute a violation of the City's NPDES MS4 Phase II permit, which could result in civil penalties.

V. **Alternatives**

A. Extend the moratorium on the enforcement order requiring residents on Lydia Street to remove the bridges constructed in the public right-of-way, not to exceed 180 days.

B. Extend the moratorium on the enforcement order requiring residents on Lydia Street to remove the bridges constructed in the public right-of-way, for a longer or shorter period of time.

C. Take no action — do not extend the moratorium on the enforcement order and require residents on Lydia Street to remove the bridges constructed in the public right-of-way.

VI. Recommendation

Staff recommends the Council extend the moratorium, not to exceed 180-days, to allow residents and staff additional time to work toward a solution that aligns with City policy and addresses the residents' concerns.

Attachments

None



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Keare Blaylock, Public Works Director
Subject: Tree Removal and Planting Permit Fee

Proposed Motion

I move that Council adopt Resolution R2026- ____ Adopting Tree Removal and Planting Tree Application Permit Fee.

I. Summary

Keizer Code Chapter 18, Article II regulates planting, maintenance, and removal of trees abutting and in public rights-of-way or on municipally owned property. The code provides that trees in the public right-of-way “shall not be cut down, removed, topped, or transplanted without first obtaining a permit from the city,” and further states that permit applications “must include a fee amount as set by council resolution.” This staff report presents a draft resolution to establish the fee amount by Council action.

II. Background

- A. Keizer’s Tree Preservation Ordinance was adopted by Council on February 2, 2026. The ordinance indicates that the City’s tree removal/planting application will be made available through the Public Works Department and that applications must include a fee amount set by council resolution.

III. Current Situation

- A. In order for Public Works to make the permit application available, a fee amount must be set by council resolution.

IV. Analysis

- A. **Strategic Impact** - Adopting the resolution supports the City’s goal to responsibly plan and invest in the community’s natural resource infrastructure.
- B. **Financial** - Adoption of the resolution will establish a Tree Removal and Planting Permit fee resulting in revenue for qualifying applications processed by Public

Works, which will help offset administrative costs associated with permit review and inspection activities.

- C. **Timing** - The required permit application fees cannot be collected until a fee resolution is adopted by Council.
- D. **Policy/Legal** - Keizer Code Chapter 18, Article II requires a permit for removal of trees in the public right-of-way and states that applications must include a fee amount established by Council resolution. It is required to obtain public comment prior to adopting a fee.

V. Alternatives

- A. Adopt the attached Resolution establishing a tree removal and planting permit application fee as referenced in Keizer Code Chapter 18, Article II (Tree Preservation) in the amount of \$75.
- B. Direct staff to amend the attached Resolution in order to increase or decrease the proposed fee amount of \$75.
- C. Take no action and no fee will be attached to recover any administrative time to process applications.

VI. Recommendation

Staff recommends the City Council ask for public comments. After any public comments are received, adopt the attached Resolution.

Attachments

- 1. RES_CC_Tree Removal and Planting Tree Application Permit_3 2 2026

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2026-_____

4
5
6 ADOPTING TREE REMOVAL AND PLANTING
7 TREE APPLICATION PERMIT FEE
8
9

10 WHEREAS, the City of Keizer has amended Keizer Code Chapter 18, Article
11 II relating to tree preservation;

12 WHEREAS, the new amended Keizer Code Sec. 18-22 and Sec. 18-25 states
13 that the application permit fee will be set by Council Resolution;

14 WHEREAS, the City Council wishes to implement the tree removal and
15 planting tree application permit fee;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the tree
18 removal and planting tree application permit fee is \$75.00.

19 BE IT FURTHER RESOLVED that the fee identified above shall automatically
20 be adjusted every three years using the Consumer Price Index, West Region beginning
21 July 2027.

22 BE IT FURTHER RESOLVED that the automatic adjustments be rounded
23 pursuant to the following methodology:

- 24 1. Fees that are one dollar or less shall be rounded to the
25 nearest cent.
26 2. Fees that are over one dollar and up to ten dollars shall

- 1 be rounded to the nearest five cent increment.
2 3. Fees over ten dollars and up to one hundred dollars shall
3 be rounded to the nearest whole dollar.
4 4. Fees over one hundred dollars shall be rounded to the
5 nearest five dollar increment.
6 5. When an indexed fee is half way or more between the
7 lower increment and the higher increment, the fee will be
8 increased to the next increment.
9 6. When an indexed fee is less than half way between the
10 lower increment and the higher increment, the fee will be set
11 to the lower increment.
12

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

15 PASSED this _____ day of _____, 2026.

16
17 SIGNED this _____ day of _____, 2026.

18
19
20
21 _____
22 Mayor

23
24 _____
City Recorder