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AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Tuesday, January 2, 2024
7:00 PM

Robert L. Simon Council Chambers
Keizer, Oregon

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. SPECIAL ORDERS OF BUSINESS**
- 5. COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendation for Appointment - Traffic Safety, Bikeways, and Pedestrian Committee**
 - b. Volunteer Coordinating Committee Recommendation for Appointment - Keizer Public Arts Commission**
- 6. PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
- 7. PUBLIC HEARINGS**
 - a. RESOLUTION - Exemption of the Brand Name Specifications Purchase of Goods from Competitive Bidding and Entering Into a Contract with CompuNet, Inc.**
- 8. ADMINISTRATIVE ACTION**
 - a. Discussion regarding amendment to the Council Rules - Adding Discussion Items**
 - b. Discussion regarding amendment to the Council Rules of Procedure - Minutes & Electronic Mail/Social Media**
 - c. Discussion regarding Gas and Electric Franchise Agreements**
 - d. ORDINANCE - In the Matter of the Application of Backus Investments LLC for a**

Partition to Divide the Property Into Two Parcels, and for a Comprehensive Plan Map Change From Commercial to Medium and High Density Residential for the Northern Parcel, and a Zone Change From Commercial General to Medium Density Residential for the Northern Parcel Located at 1141 Chemawa Road North, Keizer, Oregon (Case No. 2023-16)

- e. **RESOLUTION - Adopting Use Policies and Rates for the Keizer Event Center; Repealing Resolution R2023-3423**
- f. **Event Center Use Fee Waiver - Keizer Chamber of Commerce - First Citizen's Banquet**

9. CONSENT CALENDAR

- a. **RESOLUTION - Authorizing the City Manager to Award and Enter into an Agreement with Pacific Excavation, Inc. for 2024 Waterline Replacement Project**
- b. **RESOLUTION - Authorizing the City Manager to Enter into a Contract with Cascade Water Works, LLC for New Reitz Well Pump Installation**
- c. **Approval of December 4, 2023 Regular Session Meeting Minutes.**
- d. **Approval of December 18, 2023 Regular Session Meeting Minutes.**

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

Monday, January 8, 2024 - 6:00 p.m. - City Council Work Session
Discussion regarding Utility Service Utilizing the Public Rights-of-Way and Communications License Law.

Tuesday, January 16, 2024 - 7:00 p.m. - City Council Regular Session

Thursday, January 18, 2024 - 6:30 p.m. - Joint City Council & Traffic Safety/ Bikeways/ Pedestrian Committee Meeting
Neighborhood Traffic Management Program

Monday, January 22, 2024 - 6:00 p.m. - City Council Work Session
Review Status of Short-Term Goals

Monday, February 5, 2024 - 7:00 p.m. City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

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

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Appointments to the Traffic Safety, Bikeways, and Pedestrian Committee

Proposed Motion

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint David Philbrick and Matt Myers to the Traffic Safety, Bikeways, and Pedestrian Committee for terms expiring December 31, 2026, and that the City Council assign them to Positions 5 and 7 respectively.

I. Summary

The Volunteer Coordinating Committee met on December 14, 2023, to review and interview applicants for openings on the Traffic Safety, Bikeways, and Pedestrian Committee. Four applications were initially received. One application was withdrawn. The Volunteer Coordinating Committee interviewed the remaining three 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 recognition of City volunteers.

III. Current Situation

- A. The terms for Positions 5, and 7 on the Traffic Safety, Bikeways, and Pedestrian Committee will expire at the end of December. A media release was distributed and applications were received from four applicants.
- B. The Volunteer Coordinating Committee interviewed three applicants and made a motion to recommend the appointment of David Philbrick for a term expiring on December 31, 2026 and Matt Myers for a term expiring on December 31, 2026. The Volunteer Coordinating Committee did not specify which position number should be assigned to which applicant.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - N/A
- C. **Timing** - There are two terms for the Traffic Safety, Bikeways, and Pedestrian Committee that expire at the end of December.
- D. **Policy/Legal** - The City Council approves all recommendations for appointments to boards and committees.

V. Alternatives

- A. Approve the appointments.
- B. Not approve the appointments.

VI. Recommendation

Staff recommends the City Council accept the Volunteer Coordinating Committee's recommended appointment of David Philbrick and Matt Myers and assign them to Positions 5 and 7, respectively, on the Traffic Safety, Bikeways, and Pedestrian Committee.

Attachments

None

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To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Appointment to Keizer Public Arts Commission

Proposed Motion

I move the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Deborah Sisco to Position 7 of the Keizer Public Arts Commission for a term expiring June 30, 2024.

I. Summary

The Volunteer Coordinating Committee met on December 14, 2023, to review and interview applicants for an opening on the Keizer Public Arts Commission. The opening was due to a resignation. Two applications were received and one of the two was withdrawn. The Volunteer Coordinating Committee interviewed the remaining applicant, Deborah Sisco.

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 recognition of City volunteers.

III. Current Situation

- A. The term for Position 7 on the Keizer Public Arts Commission will expire on June 30, 2024. A media release was distributed and applications were received from two applicants.
- B. One applicant withdrew from the process, and the Volunteer Coordinating Committee interviewed the remaining applicant and made a motion to recommend the appointment of Deborah Sisco for Position 7 for a term expiring on June 30, 2024.

IV. Analysis

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

- B. **Financial** - N/A
- C. **Timing** - There is one current opening for a term that expires at on June 30, 2024.
- D. **Policy/Legal** - The City Council approves all recommendations for appointments to boards and committees.

V. Alternatives

- A. Approve the appointment.
- B. Not approve the appointment.

VI. Recommendation

Staff recommends the City Council accept the Volunteer Coordinating Committee's recommended appointment of Deborah Sisco to Position 7 of the Keizer Public Arts Commission.

Attachments

None

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To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Exemption from Competitive Bidding - Phone System Upgrade

Proposed Motion

I move that the City Council adopt Resolution R2024-_____ Exemption of the Brand Name Specifications Purchase of Goods from Competitive Bidding and Entering Into a Contract With CompuNet, Inc.

I. Summary

The City's existing Cisco-based phone system was purchased in 2005 and has reached the end of its service life. The City would like to upgrade the phone system and is requesting an exemption from the competitive bidding process to use brand name-specific Cisco components. The matter is set for public hearing to consider the brand-name exemption. Though the brand name is proposed to be exempted, the City has obtained three quotes for purchase of the Cisco components, installation and ongoing support, with CompuNet, Inc. providing the lowest overall cost.

II. Background

- A. The City's existing Cisco-based phone system was purchased in 2005 for approximately \$96,000 and has reached the end of its service life.
- B. Finding replacement Cisco components and receiving support for the phone system has become a challenge.
- C. City staff have significant experience operating and managing Cisco-based phone systems.
- D. The project was originally included in the Fiscal Year 2022-23 Adopted City of Keizer Budget. However, due to competing projects, it was moved to Fiscal Year 2023-24.

III. Current Situation

- A. City staff have received three quotes for the necessary Cisco components, installation and ongoing support and recommend moving forward with the lowest quote from CompuNet, Inc.
- B. City staff would like to continue using a Cisco-based system to leverage existing

phone system knowledge.

- C. Cisco-based phone systems are adequate to meet the complex needs of providing public safety, emergency management and basic city services.

IV. **Analysis**

- A. **Strategic Impact** - Not applicable.
- B. **Financial** - The total cost of the upgrade is \$109,712.54 and includes \$70,452.63 in hardware costs, \$23,750.00 in installation costs and three years of support for \$15,509.91. This project is included in the Fiscal Year 2023-24 City of Keizer Adopted Budget in the American Rescue Plan Act (ARPA) Fund.
- C. **Timing** - Once the project is approved, it will take approximately 6-8 weeks to complete the upgrade.
- D. **Policy/Legal** - City Council authorization is required to exempt the project from the competitive bidding process so that brand name specific components (Cisco) can be used. In addition, City Council approval is necessary as the support agreement is in excess of two years.

V. **Alternatives**

- A. Adopt the attached Resolution to exempt the contract from the competitive bidding process so that name brand specific components can be used and authorize the City Manager to enter into a Phone System Update Agreement with CompuNet, Inc to upgrade the phone system and provide ongoing support.
- B. Take no action and City Staff will not move forward with upgrading the phone system.

VI. **Recommendation**

Staff recommends that the City Council open the public hearing to consider questions and comments. If there are no questions, staff recommends closing the hearing and adopting the attached Resolution.

Attachments

- 1. RES_CC_Res Exemption - Phone System_1 2 2024
- 2. EXH_CC_Exh A - Exemption - Phone System_1 2 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

EXEMPTION OF THE BRAND NAME SPECIFICATIONS
PURCHASE OF GOODS FROM COMPETITIVE BIDDING
AND ENTERING INTO A CONTRACT WITH COMPUNET,
INC.

WHEREAS, the City is currently using Cisco equipment at the City of Keizer
civic center;

WHEREAS, the City would like to build on the investment of Cisco
infrastructure and replace a portion of aging and unsupported equipment;

WHEREAS, the City has worked with CompuNet, Inc. previously and
CompuNet, Inc. is familiar with the City's phone system;

WHEREAS, as contract review board for the City of Keizer, the City Council
desires to exempt from competition and authorize the purchase of Cisco brand name
equipment and award an agreement to CompuNet, Inc. for installation of the equipment;

WHEREAS, notice of public hearing on the proposed exemption of competitive
public bidding requirements (brand name specification-Cisco materials for City of
Keizer Civic Center and awarding contract to CompuNet, Inc.) was published as
required by Ordinance No. 2005-519;

WHEREAS, a public hearing was held to take comments on the findings for an
exemption of the purchase of Cisco brand name specifications materials for the City of
Keizer Civic Center and awarding contract to CompuNet, Inc.;

1 NOW, THEREFORE,

2 BE IT RESOLVED by the City Council of the City of Keizer that the City of
3 Keizer makes the following findings:

4 1. Exemption from competitive bidding for the purchase of Cisco brand name
5 specifications materials and installation of the system by CompuNet, Inc. for the City of
6 Keizer Civic Center is requested. The City has made an investment into the Cisco brand
7 name equipment and it has been determined to only replace failing and unsupported
8 equipment at this time. Using CompuNet, Inc. as the installer of the equipment is in the
9 best interests of the City as CompuNet, Inc. is familiar with the City's system. This
10 determination was done for the following:

11 a. with the same brand name, the procedure to integrate systems and migrate
12 software is similar or the same and thereby less downtime is necessary;

13 b. the entire system will not need to be replaced;

14 c. training of City staff on the new equipment is much quicker and easier,
15 and staff can become more familiar with the equipment;

16 d. service calls, if needed, are simpler with one representative for all of the
17 City's phone system; and

18 e. using CompuNet, Inc. is familiar with the City's system and therefore less
19 time is required to install the necessary new software and licenses.

20 2. The Cisco phone equipment is planned to build on the current system and
21 replace aging and unsupported equipment for the City of Keizer Civic Center.

1 Following the exemption process, the City intends to enter into an agreement with
2 CompuNet, Inc. to obtain the best price and performance possible.

3 3. Cisco phone equipment is currently being used in the City of Keizer Civic
4 Center. By using Cisco brand name equipment to replace failing and unsupported
5 equipment, training of City staff will be kept to a minimum and make service calls, if
6 needed, simpler, and the need for replacement of the entire phone system unnecessary.
7 Each of these reasons supports a performance of public benefit. Using a vendor that is
8 familiar with the current system is beneficial for the City in that less down time is
9 necessary and it takes the vendor less time to install the required software and licenses
10 keeping the price down. For this reason, the determination of an exemption for this
11 project is a public benefit.

12 4. It is unlikely that the exemption from the competitive bidding process
13 for the purchase of the Cisco brand name equipment for the City of Keizer Civic
14 Center and awarding the project to CompuNet, Inc. will encourage favoritism in the
15 awarding of the bid or substantially diminish competition for public bidding.

16 5. The exemption of this project from competitive public bidding
17 requirements will result in substantial costs savings to the City of Keizer as the need
18 to replace the entire phone system will be unnecessary and an extended install time is
19 avoided. Exempting the project reduces the cost to \$109,712.54 which is a \$30,000 to
20 \$40,000 savings.

21 6. It is necessary to begin the solicitation process as soon as possible to

1 allow the installation of the equipment to be completed by the end of February. It is
2 estimated that the installation will be accomplished during the 2023/2024 fiscal year.

3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
4 the Council approves the findings set forth above.

5 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
6 the purchase of Cisco brand name equipment for the City of Keizer Civic Center is
7 exempt from competitive bidding requirements based upon the findings set forth
8 herein.

9 BE IT FURTHER RESOLVED that the awarding of the System Update
10 Agreement to CompuNet, Inc. is exempt from competitive bidding requirements
11 based upon the findings set forth herein.

12 BE IT FURTHER RESOLVED that the City Manager of the City of Keizer is
13 authorized to enter into the attached System Update Agreement with CompuNet, Inc.
14 and that the cost be paid from the American Rescue Plan Act (ARPA) Fund.

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

17 PASSED this _____ day of _____, 2024.

18

19 SIGNED this _____ day of _____, 2024.

20

21

22

Mayor

23

24

25

City Recorder

City of Keizer Phone System Update Agreement

This Agreement, made this 11th day of December, 2023, by and between CompuNet, Inc. (hereinafter “Vendor”) and the City of Keizer, an Oregon municipal corporation (hereinafter “Customer”).

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

1. **Services.** Vendor will provide the services and products necessary to refresh the primary Cisco equipment used at the City of Keizer (hereinafter “Services”). Such Services consist of, but are not limited to, the specified hardware, software and services as described in Exhibit “A” attached hereto as well as additional components deemed necessary to successfully complete the project. Customer will retain all existing equipment.
2. **Prices and Rates.** The total price for the services and products required under this Agreement is \$109,712.54. Vendor shall pay all sales, use, gross receipts, excise, occupational, access, bypass, franchise and other federal, state and local taxes, assessments, fees, charge and surcharges, however designated, imposed on or based upon the provision, sale, purchase and/or use of Services.
3. **Payment.** When the Services are complete and accepted by Customer, Vendor shall invoice Customer for the amount set forth in Section 2 above. Customer shall pay such invoice within fourteen (14) days following receipt of invoice. Invoices become past due thirty (30) days later without demand or set off by Customer. Past due invoices incur a late charge on the delinquent amount at a rate of 1.5% per month.
4. **Term.** Vendor shall commence the work covered by this agreement no later than ten (10) days after the last signature hereon and the installation work to be completed no later than February 29, 2024. The support work and service work will be for the duration described in Exhibit “A” attached.
5. **Obligations of Vendor.** Vendor shall be responsible for providing Services consistent with industry standards. Vendor shall design, furnish, install and provide training as needed for the new systems and software. VENDOR SHALL WARRANT AND REPRESENT THAT ALL PRODUCTS INSTALLED ARE NEW AND UNUSED AND INCLUDES WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR USE FOR WHICH THE PRODUCT WAS INSTALLED. Vendor shall guarantee that the fully installed hardware and software will work in all respects with existing equipment not being replaced.
6. **Compliance With State and Federal Law/Rules.** Vendor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care

payments, payments to employees and subconsultants and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Agreement.

This project is funded partially by the American Rescue Plan Act funds and therefore is subject to the requirements of both state contract regulations as well as any federal requirements under the agreement between the City of Keizer and the U.S. Department of the Treasury attached hereto. Notwithstanding anything in this agreement to the contrary, this Agreement is subject to all current statutes and regulations, federal and state contract regulations.

7. Obligations of Customer. Customer shall be responsible for the manner in which Services is used, including the maintenance and security of the data, computer network, and other facilities, and all other matters related to the use of Services.

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

a. All liability 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 Customer) 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 Customer, during the policy period.

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

c. Vendor shall procure and maintain, at Vendor's own expense, during the life of this Agreement, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of Vendor's employees at the site of the project. Certificates evidencing the issuance of such insurance shall be filed with the Customer within five (5) days after execution of this Agreement.

9. Indemnity. Vendor shall defend and indemnify Customer, Customer's agents and employees from and against 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 Vendor, Vendor's agents, or employees, in the execution of the Services herein, and any and all claims that any design of Services infringes on any U.S. patent, copyright, trademark, trade secret or other intellectual property right.

10. **License Agreement.** It is specifically agreed and acknowledged that any software products sold by Vendor to Customer or installed by Vendor for the benefit of Customer may be sold or installed subject to the restrictions, duties and obligations as set forth in license agreements with the applicable manufacturer. Customer, by its execution of this Agreement, agrees to fully abide by the terms and conditions of such license agreements, and further agrees to fully indemnify and protect Vendor from any claims, suits, actions, liabilities, damages (including all legal costs incurred by Vendor) resulting from any violation by Customer under the terms thereof.

11. **Intellectual Property Rights.** It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Vendor in the performance of its work under this Agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Vendor, or by such third parties with whom Vendor may contract with or have licenses through.

12. **Other Networks: Access and Cancellation.** Vendor agrees to comply with the acceptable use policies, rules and regulations, and terms and conditions of any networks accessed by Vendor. Customer reserves the right to deny access to, or terminate Services which, in Customer's sole opinion, is (are) causing, or may cause, harm to Customer's facilities, servers or to other systems.

13. **Non-Discrimination.** Vendor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Vendor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

14. **U.S. Department of the Treasury Assurances of Compliance with Civil Rights Requirements.** Vendor agrees to be bound to the provisions of the U.S. Department of the Treasury Assurances of Compliance with Civil Rights Requirements (OMB Approved No. 1505-0271) Sections 1 through 4 attached hereto, as well as comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

15. Safety Measures. Vendor understands and agrees that Vendor, and Vendor's employees will comply with all OSHA regulations applicable to the work being performed, and with all state and federal requirements, including but not limited to, ADA, Civil Rights Act, and EEO requirements.

16. Confidential Information. Each party shall keep and maintain strictly secret and confidential any and all confidential or proprietary information of the other party and, except as required in connection with the performance of this Agreement or as is required by law, shall not use the same or disclose the same to any third party.

17. Non-Solicitation. Customer shall not, directly or indirectly, do any of the following: (i) solicit any director, officer, employee, or agent of Vendor, or encourage any such person to terminate any such relationship with Vendor, (ii) encourage any customer, client, supplier or other business relationship of Vendor to terminate or alter such relationship, whether contractual or otherwise written or oral, with Vendor, (iii) encourage any prospective customer or supplier not to enter into a business relationship with Vendor.

18. Liens. Vendor shall not permit any lien or claim to be filed or prosecuted against Customer in connection with this Agreement 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 Customer might become liable and which is chargeable to the Vendor, Customer 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 Customer has already paid to Vendor all sums due under this Agreement, Vendor shall be liable to Customer for any loss so sustained.

19. Guarantee. In addition to any manufacturer warranty, Vendor agrees to guarantee all work under this Agreement 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 Agreement, Vendor agrees, whenever notified by Customer, to immediately place such guaranteed work in a condition satisfactory to Customer and make repairs of all damage made necessary to the fulfillment of the guarantee. This provision shall survive termination of this Agreement.

20. Assignment. Vendor may not assign this Agreement or any rights or interests hereunder without the express prior written consent of Customer and no said assignment shall relieve Vendor of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

21. Modification. Any changes to this Agreement will not be effective unless agreed to in writing by the parties.

22. Notice. All written notices given to the Customer by Vendor shall be addressed to and filed with the City Manager, City of Keizer, PO Box 21000, Keizer, Oregon 97307. All written notices from the Customer to Vendor shall be addressed to CompNet, 1111 S. Silverstone Way, Meridian, ID 83642, unless notice of change of address is received by the Customer. Any written notices permitted or required by this agreement 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 herein.

23. Relationship of the Parties. The parties intend that an independent contractor relationship will be created by this Agreement. Customer is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Vendor. Vendor is not to be considered an agent or employee of Customer for any purpose, and the employees of Vendor are not entitled to any of the benefits that Customer provides for Customer's employees. It is understood that Customer does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract for similar services to be performed for other persons while it is under contract with Customer.

24. Governing Law. Customer and Vendor agree that the law of the State of Oregon, U.S.A. will apply to all matters relating to this Agreement. In addition, Customer and Vendor agree and consent that the state courts of Oregon, U.S.A., will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or to Services provided hereunder.

25. Compliance With Laws. Customer shall not use or permit its end users to use Services in any manner that violates any applicable laws or use policies, infringes on the rights of others or interferes with employees of Vendor, including, without limitation, use a false identity, attempt to gain unauthorized entry to any site or network, distribute or use obscenity or defamatory material, or infringe patents, copyrights, trademarks or other intellectual property rights.

26. Rights not Waived. Failure by either Customer or Vendor to insist upon compliance by the other party with the terms and conditions of this Agreement shall not constitute a waiver of any rights under this Agreement.

27. Partial Invalidity. If any part, term, or provision of this Agreement is determined to be invalid or unenforceable by a court, board, or tribunal of competent jurisdiction, such term or provision shall be construed in all respects as if such provision were written in a manner acceptable to said court, board, or tribunal, or, if such provision is found to be totally unacceptable to such court, board, or tribunal in any form, then as if such invalid provision were omitted altogether.

28. Attorney's Fees. In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.

29. Complete Agreement. This Agreement, together with all attachments hereto represents the complete and final agreement of the parties regarding the services to be rendered by Vendor on behalf of Customer and supersedes and replaces any oral or written agreements heretofore made. This Agreement will not be construed against the drafting party.

30. Incorporation; Precedence. The exhibits, if any, attached to this Agreement are incorporated herein as if fully set forth in this Agreement. If any provision of any exhibit conflicts with the provisions of this Agreement, the terms of this agreement shall govern.

31. 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 there presents to be executed the day and year first above written.

COMPUNET, INC.

CITY OF KEIZER

By: _____

Thomas McFarlin
Vice President of Operations

By: _____

Adam J. Brown,
City Manager

APPROVED AS TO FORM:

Keizer City Attorney

ENGAGEMENT SUMMARY

Overview Of Services

Executive Summary

The City of Keizer has reached out to CompuNet regarding assistance with upgrading the hardware for their existing Cisco Unified Communications environment. City of Keizer is purchasing (2) new UCS C-series servers for the Cisco Unified Communications (UC) applications to reside on and will also be upgrading (3) voice gateways to ISR 8K's. CompuNet will provide engineering assistance and resources to upgrade the City of Keizer's UC hardware and software and perform the required work for the City of Keizer to ensure compliance with Ray Baum's Act & Kari's Law.

Project Overview

For this engagement, CompuNet engineering will perform migrations and upgrades from remote with assistance from City of Keizer personnel as required. CompuNet engineering will work with City of Keizer personnel to first get the new UCS servers connected to the network and reachable. Once this has been done, CompuNet engineering will migrate the UC virtual machines (VM's) from the old hardware onto the new hardware after first performing environmental readiness & health checks on the existing City of Keizer UC infrastructure.

Once the City of Keizer UC VM's have been migrated to the new hardware and then have been software-upgraded, CompuNet engineering will work with City of Keizer personnel to migrate the voice gateways to the new Catalyst 8000 series routers and then migrate services over either via a series of planned hot-cuts, or parallel cuts--depending on what City of Keizer's preference and availability of turning up the new routers in-parallel.

In addition to the core scope outlined above, CompuNet will be required to implement a solution to ensure compliance of the system with Ray Baum's Act and Kari's Law. CompuNet will implement two (2) Cisco Emergency Responder (CER) servers and integrate them with the existing deployment. Cisco Emergency Responder will allow for on-site notification of emergency calls and will ensure emergency responders are dispatched to the proper location. The Customer will be required to provide additional DIDs to correlate Emergency Response Location to a given phone number. The Customer will be responsible to work with the service provider to ensure that DIDs used are correlated to the correct ANI/ALI information.

Location

SOW# 146783 - Revision #1

1111 S. Silverstone Way | Meridian, ID 83642

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All work will be completed remotely.

Engagement Timeline

Project duration is expected to take up to 6 weeks. Project start date will be agreed upon in advance by both Customer and CompuNet. Work schedule will be driven by the schedules and availability of critical personnel.

SERVICE & DELIVERABLES

Phase 1: Project Kickoff

As the first stage of this engagement, CompuNet engineering will conduct a kickoff call with the customer to review timelines, staging, and deliverables. Stephen Gustafson will be involved in this meeting as he has been the CompuNet collaboration engineer working within this account previously.

Phase 2: Pre-Migration Readiness & Health Checks

Once the kickoff meeting has been held, CompuNet engineering will verify the current state and readiness of the City of Keizer UC environment to ensure system availability and readiness for the migrations & upgrades.

Phase 3: New Server Turnup

CompuNet engineering will work directly with City of Keizer personnel to provide guidance for racking, powering, and getting network connectivity to the new UCS servers as-required. Once the City of Keizer has racked, powered, and connected the servers to the network, CompuNet engineering will take over and perform the rest of the setup including server software updates.

Phase 4: Cisco UC Migration

After the new servers have been prepped, City of Keizer's Cisco Unified Communications Manager & Cisco Unity Connection VM's will be migrated to the new UCS servers. This work will be performed during a maintenance window that will be defined by City of Keizer with CompuNet's input. CompuNet engineering will perform the migration and post-migration health checks. This will be performed in 1-2 maintenance windows as necessary.

Phase 5: Cisco UC Application Software Upgrades

As a part of this effort, CompuNet engineering will also work to upgrade the City of Keizer's UC environment from 11.5 to the newest 12.5 revision or version 15 if it is available at the time of the

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upgrade. This upgrade will be performed after the migration to the new server hardware.

Phase 6: Catalyst 8000 Router Turnup & Migration

After the Cisco UC VM migrations have been performed, CompuNet engineering will work remotely with City of Keizer staff to prepare the routers for install into the network. City of Keizer personnel will perform the rack/stack/power and running cables with CompuNet engineering assisting from remote as-necessary. Once the (3) new routers are online, CompuNet engineering will take over and perform the configuration of the new routers. CompuNet will coordinate with City of Keizer staff to coordinate maintenance windows for the cutovers. This may require multiple maintenance windows depending on the current as-built telephony and IP routing configurations present on the routers being replaced. During this effort, CompuNet engineering will be migrating configurations as-is from the old routers to the new with only minor 'translations' of configuration from the old routing platforms to the new routing platforms as-required; this will not be a network re-engineering effort. During this phase, it is preferable to have a Letter of Authorization (LOA) in-place between CompuNet engineers and City of Keizer to facilitate quicker troubleshooting in the event it is needed during the PSTN migrations.

Phase 7: Cisco Emergency Responder & Ray Baum's Act/Kari's Law Compliance

CER version 14.0.x (unless version 15 is available at the time) will be installed onto the new Cisco UCS servers. CompuNet will integrate both servers in to the existing CUCM deployment. Once fully implemented, special route patterns will be used to test calls to 911 as to not interfere with actual emergency calls. CompuNet will train Customer staff on provisioning new devices and performing moves/adds/changes witho CER based calling. The Customer will need select recipients to be notified when 911 calls are placed. If email notification is desired the Customer will also need to create email distribution lists.

Phase 8: Close-out & Documentation

Once all other phases have been completed, CompuNet engineering will perform a basic project close-out including a meeting with City of Keizer to review the project, hand over documentation of new systems, and address any concerns that may remain from the customer or provider's side.

Customer Prerequisites

- Provide remote access via a jump box or VPN (jump box preferred) with network access to:
 - Cisco Collaboration applications (UCM, CUC, UCCX, etc)
 - Voice VLANs
 - Server management interfaces (ESXi, CIMC)
 - Voice gateways
- Provide a relevant stakeholder for the system for CompuNet engineering to work with as a primary point of contact for this effort

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- Coordinate Maintenance windows and notifications to users
- Have access to all technical support contracts for the system components

Additional Assumptions & Exclusions

- No CompuNet engineer travel or on-site work is budgeted with this statement of work. It is assumed that for the tasks of racking, powering, and connecting the new servers & routers, that City of Keizer will provide a resource to work with and coordinate with CompuNet engineering to allow CompuNet to do perform this effort remotely. CompuNet will work on the client's schedule and time zones during these efforts.
- Remediation of existing system issues that are outside the scope of this SoW will be subject to CompuNet's usual rates for time and expenses.

Maintenance Requiring Change Management

- 1-2 Maintenance windows will be required for the UC application migrations
- 1-2 Maintenance windows will be required for the UC application software upgrades
- 1-3 Maintenance windows will be required for the router/voice gateway migrations

PROFESSIONAL FEES

Pricing for the proposed scope of work is as follows:

Service Fees	Extended Amount
Total Service Fees	\$23,750.00
Estimated Expenses	\$0.00
Total Service Fees & Estimated Expenses	\$23,750.00

This is a fixed - fee engagement.

Travel & Expenses

CompuNet, Inc. will bill Customer for expenses in conjunction with this Statement of Work at actual cost.



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COMPUNET TEAM & RESPONSIBILITIES

The following contractor resources will be dedicated to this project:

**Ryan Shambaugh**

Account Executive
(503) 214-4629
rshambaugh@compunet.biz

**Stephen Gustafson**

Systems Engineer
(503) 214-4645
sgustafson@compunet.biz

**Nick Byrd**

Solutions Engineer
(907) 302-6535
nbyrd@compunet.biz

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Cisco Voice Solution

Contract Information
OR, NASPO, AR3227-1605

Quote Information:

Quote #: KM221341
Version: 2
Quote Date: 11/20/2023
Expiration Date: 01/19/2024

Prepared for:

City of Keizer
Bill Hopkins
(503) 856-3435
hopkinsb@keizer.org

Bill To:

City of Keizer
Bill Hopkins
930 Chemawa Rd NE

Keizer, OR 97303
hopkinsb@keizer.org

Ship To:

City of Keizer
Bill Hopkins
930 Chemawa Rd NE

Keizer, OR 97303

(M6) Appliance

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
BE6K-M6-K9	Cisco Business Edition 6000 (M6) Appliance, Export Restr SW	2	\$13,567.50	\$7,373.64	\$14,747.28
CON-SNT-BE6K6KHW	SNTC-8X5XNBD Cisco Business Edition 6000 (M6) Applian Service Duration: 60 Months	2	\$2,770.00	\$2,156.09	\$4,312.18
BE6K-TPM-M6	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	2	\$0.00	\$0.00	\$0.00
BE6K-PSU-M6	Cisco UCS 1050W AC Power Supply for Rack Server	4	\$0.00	\$0.00	\$0.00
BE6K-DISK-M6	600GB 12G SAS 10K RPM SFF HDD	12	\$0.00	\$0.00	\$0.00
BE6K-RAIDCTRLR-M6	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	2	\$0.00	\$0.00	\$0.00
BE6K-RAM-M6-M5	16GB RDIMM SRx4 3200 (8Gb)	8	\$0.00	\$0.00	\$0.00
BE6K-CPU-M6	Intel 4310T 2.3GHz/105W 10C/15MB DDR4 2667MHz	2	\$0.00	\$0.00	\$0.00
VIRT-LIC-NONE	Do not factory-load a virtualization software license	2	\$0.00	\$0.00	\$0.00
NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	4	\$0.00	\$0.00	\$0.00
Subtotal:					\$19,059.46

Phones

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CP-8851-K9=	Cisco IP Phone 8851	5	\$713.55	\$310.24	\$1,551.20
CP-8841-K9=	Cisco IP Phone 8841	95	\$597.98	\$259.99	\$24,699.05
CP-7821-K9=	Cisco UC Phone 7821	24	\$301.50	\$131.09	\$3,146.16
CP-8800-A-KEM=	8800 Series Audio KEM, 28 Button	5	\$683.26	\$297.07	\$1,485.35
CP-PWR-CUBE-4=	IP Phone power transformer for the 8800 phone series	5	\$89.22	\$43.64	\$218.20
CP-7832-K9=	Cisco 7832 IP Conference Station	1	\$1,155.25	\$602.74	\$602.74
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	1	\$1,996.53	\$1,041.66	\$1,041.66
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$32,744.36

ATA-191

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
ATA191-K9	ATA191-K9 2-Port Analog Telephone Adapter	7	\$385.46	\$202.21	\$1,415.47
ATA191-CLIP-NA	Power Clip for ATA191 and ATA192,	7	\$0.00	\$0.00	\$0.00
Subtotal:					\$1,415.47

VMware vSphere 8 Std

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
VMW-VSP-STD-5A=	VMware vSphere 8 Std (1 CPU, 32 Core) 5-yr, Support Required	2	\$1,958.68	\$830.32	\$1,660.64
CON-ISV1-VSXSTD5A	VSphere Standard for 1 CPU; ANNUAL List 5-YR Req'd Service Duration: 60 Months	2	\$3,035.00	\$2,362.35	\$4,724.70

VMware vSphere 8 Std

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	2	\$0.00	\$0.00	\$0.00
Subtotal:					\$6,385.34

Catalyst 8200

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	3	\$2,365.77	\$1,157.17	\$3,471.51
CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and Service Duration: 36 Months	3	\$975.00	\$758.91	\$2,276.73
MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	3	\$0.00	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	3	\$0.00	\$0.00	\$0.00
C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	3	\$0.00	\$0.00	\$0.00
C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	3	\$0.00	\$0.00	\$0.00
C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	3	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	3	\$0.00	\$0.00	\$0.00
C8200-NIM-BLANK	Cisco Catalyst 8200 Edge NIM Blank	3	\$0.00	\$0.00	\$0.00
C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	3	\$0.00	\$0.00	\$0.00
C-M2-BLANK	Cisco Catalyst 8000 Edge M.2 Blank Cover	3	\$0.00	\$0.00	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	3	\$0.00	\$0.00	\$0.00
SC8KBEUK9-176	UNIVERSAL	3	\$0.00	\$0.00	\$0.00

Catalyst 8200

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	3	\$0.00	\$0.00	\$0.00
Requested For: 36 Months Automatically Renews For: No Auto Renewal Billing Frequency: Prepaid Term					
C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription	3	\$0.00	\$0.00	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image	3	\$0.00	\$0.00	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	3	\$0.00	\$0.00	\$0.00
DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	3	\$3,399.84	\$1,699.92	\$5,099.76
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	3	\$0.00	\$0.00	\$0.00
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	3	\$0.00	\$0.00	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	3	\$0.00	\$0.00	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	3	\$0.00	\$0.00	\$0.00
Subtotal:					\$10,848.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
(M6) Appliance	\$19,059.46

Quote Summary

Description	Amount
Phones	\$32,744.36
ATA-191	\$1,415.47
VMware vSphere 8 Std	\$6,385.34
Catalyst 8200	\$10,848.00
Total:	\$70,452.63



Cisco A-Flex-3 (36 Months)

Contract Information
OR, NASPO, AR3227-1605

Quote Information:

Quote #: KM221666
Version: 2
Quote Date: 11/20/2023
Expiration Date: 01/19/2024

Prepared for:

City of Keizer
Bill Hopkins
(503) 856-3435
hopkinsb@keizer.org

Bill To:

City of Keizer
Bill Hopkins
930 Chemawa Rd NE
Keizer, OR 97303
hopkinsb@keizer.org

Ship To:

City of Keizer
Bill Hopkins
930 Chemawa Rd NE
Keizer, OR 97303

Yearly Subscription

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
A-FLEX-3	Collaboration Flex Plan 3.0	1	\$0.00	\$0.00	\$0.00
Requested For: 36 Months Automatically Renews For: 12 Months Billing Frequency: Annual Billing					
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$0.00	\$0.00	\$0.00
A-FLEX-NUPL-P	NU On-Premises Calling Professional	90	\$84.00	\$46.57	\$4,191.30
A-FLEX-SRST-E	SRST Endpoints -1	211	\$0.00	\$0.00	\$0.00
A-FLEX-FILESTG-ENT	File Storage Entitlement	2420	\$0.00	\$0.00	\$0.00
A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	121	\$0.00	\$0.00	\$0.00
A-FLEX-MSG-NU-ENT	Messaging Named User Entitlement -1	121	\$0.00	\$0.00	\$0.00
A-FLEX-SW-14-K9	On-Premises SW Bundle v14 -1	1	\$0.00	\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License -1	301	\$0.00	\$0.00	\$0.00
A-FLEX-NUPL-E	NU On-Premises Calling Enhanced	31	\$57.00	\$31.57	\$978.67
A-FLEX-P-ENH	Enhanced Smart License -1	31	\$0.00	\$0.00	\$0.00
A-FLEX-P-PRO	Unified Communications Manager Smart License - Pro -1	90	\$0.00	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License -1	90	\$0.00	\$0.00	\$0.00
Annual Subtotal:					\$5,169.97

Annual Recurring Summary

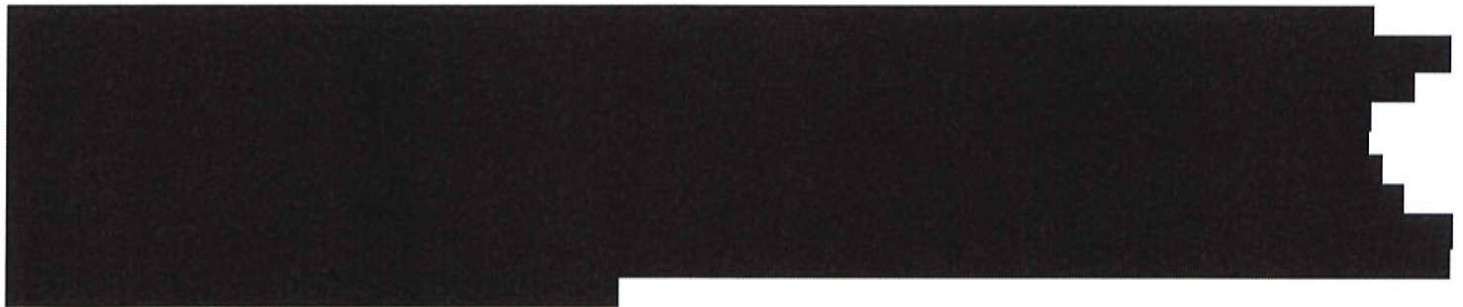
Description	Amount
Yearly Subscription	\$5,169.97
Annual Total:	\$5,169.97

Payment Options

Description	Payments	Interval	Amount
Yearly Quote - Yearly Payments			
3 Year Term	3	Annual	\$5,169.97

Summary of Selected Payment Options

Description	Amount
Yearly Quote - Yearly Payments: 3 Year Term	
Selected Recurring Payment	\$5,169.97
Total of Recurring Payments	\$15,509.91



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

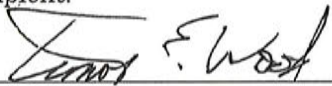
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide] City of Keizer, Oregon 930 Chemawa Rd NE Keizer, OR 97303	DUNS Number: [Recipient to provide] 038038147 Taxpayer Identification Number: [Recipient to provide] 93-0836902 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:



Authorized Representative:

Title: Finance Director

Date signed: 8/3/2021

Approved as to form:


Keizer City Attorney

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

City of Keizer, OR

Timothy E. Wood

Recipient

8/3/2021

Date

Timothy S. Wood

Signature of Authorized Official

Approved as to form:

8-4-21
[Signature]
Keizer City Attorney

PAPERWORK REDUCTION ACT NOTICE

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

Brown, Adam

From: Cathy Clark
Sent: Tuesday, December 5, 2023 11:33 AM
To: Brown, Adam
Cc: Laura Reid; Robert Husseman; Johnson, Shannon
Subject: Administrative Action to Amend Council Rules

Good morning Adam,

Background: We would like to bring a matter to council to amend our rules to clarify our process for placing matters on the agenda. We found that a requirement for Councilor concurrence to be submitted in writing was not specified and we believe that it should be. And we found that we need a requirement that the agenda item have written information to accompany it so that the council, staff and the public would know what is being proposed. This is a transparency issue, as the public needs to be able to know what the City Council is doing and be able to engage fully in public process.

Proposed: Amend Council rules as follows: Section 6.4 - the third and fourth sentences to be rewritten as follows: "Such request to add an item for Council consideration shall require written concurrence from at least two additional Council members. The agenda item for consideration shall also be submitted in writing and will be published with the Agenda. In addition, in a public meeting, the Council may place items on a future agenda under either Other Orders of Business or Agenda Input."

I ask that Councilors Reid and Husseman respond in writing to concur with this agenda item request. We also concur that language edits to the above that are recommended by the City Attorney are in keeping with our intent to take action on this matter.

thank you for your consideration,

Cathy Clark, Mayor
City of Keizer
clarkc@keizer.org
503-856-3403

All emails sent and received through this email address are public records.

Brown, Adam

From: Laura Reid
Sent: Tuesday, December 5, 2023 12:12 PM
To: Cathy Clark
Cc: Brown, Adam; Robert Husseman; Johnson, Shannon
Subject: Re: Administrative Action to Amend Council Rules

I concur. I appreciate the clarification.

Laura Reid
Keizer City Council

Sent from my iPhone

On Dec 5, 2023, at 11:32 AM, Cathy Clark <ClarkC@keizer.org> wrote:

Good morning Adam,

Background: We would like to bring a matter to council to amend our rules to clarify our process for placing matters on the agenda. We found that a requirement for Councilor concurrence to be submitted in writing was not specified and we believe that it should be. And we found that we need a requirement that the agenda item have written information to accompany it so that the council, staff and the public would know what is being proposed. This is a transparency issue, as the public needs to be able to know what the City Council is doing and be able to engage fully in public process.

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thank you for your consideration,

Cathy Clark, Mayor
City of Keizer
clarkc@keizer.org
503-856-3403

All emails sent and received through this email address are public records.

Brown, Adam

From: Robert Husseman
Sent: Tuesday, December 5, 2023 2:30 PM
To: Laura Reid; Cathy Clark
Cc: Brown, Adam; Johnson, Shannon
Subject: Re: Administrative Action to Amend Council Rules

I concur as well.

Robert

From: Laura Reid
Sent: Tuesday, December 5, 2023 12:12:27 PM
To: Cathy Clark
Cc: Brown, Adam; Robert Husseman; Johnson, Shannon
Subject: Re: Administrative Action to Amend Council Rules

I concur. I appreciate the clarification.

Laura Reid
Keizer City Council

Sent from my iPhone

On Dec 5, 2023, at 11:32 AM, Cathy Clark <ClarkC@keizer.org> wrote:

Good morning Adam,

Background: We would like to bring a matter to council to amend our rules to clarify our process for placing matters on the agenda. We found that a requirement for Councilor concurrence to be submitted in writing was not specified and we believe that it should be. And we found that we need a requirement that the agenda item have written information to accompany it so that the council, staff and the public would know what is being proposed. This is a transparency issue, as the public needs to be able to know what the City Council is doing and be able to engage fully in public process.

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I ask that Councilors Reid and Husseman respond in writing to concur with this agenda item request. We also concur that language edits to the above that are recommended by the City Attorney are in keeping with our intent to take action on this matter.

thank you for your consideration,

Cathy Clark, Mayor

City of Keizer

clarkc@keizer.org

503-856-3403

All emails sent and received through this email address are public records.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: Staff proposed amendments to the City Council Rules of Procedure

Proposed Motion

I move to direct staff to prepare a Resolution to incorporate the proposed changes specific to Section 13.1 - Minutes and Section 19.1 - Electronic Mail/ Social Media.

I. Summary

Section 13.1 of the current Council Rules of Procedures requires the City Council Meeting minutes to be signed by both the Mayor and Councilors as well as the individual taking the minutes.

The State of Oregon Department of Justice Attorney General's Public Records and Meeting Manual outlines the requirements for minutes. Signatures are not a requirement for minutes.

Based on the current City Recorder's experiences and a survey conducted through the Oregon Municipal Recorder's listserv (survey below), the Mayor and City Recorder typically only sign the minutes in similar organizations. As the City Council approves the minutes by motion during a Regular City Council Meeting which is documented permanently in the packet and the minutes, and it is not a legal requirement, it is an unnecessary additional step in the process.

City	Signature	Attests to signature
Lake Oswego	Mayor	City Recorder
McMinnville	Mayor	City Recorder
Canby	Mayor	City Recorder
Banks	City Recorder	None
The Dalles	Mayor	City Recorder
Myrtle Creek	Mayor	City Recorder
Happy Valley	No signature	None

Grants Pass	City Recorder	None
Pendleton	City Recorder	None

The other proposed change is being recommended by City Attorney, Shannon Johnson. Mr. Johnson recommends revising Section 19.1 - Electronic Mail/ Social Media to provide clarity related to the intent. Mr. Johnson recommends removing the words related to acting in Council's elected roles and replacing them with the words "when dealing with public records".

II. **Background**

Section 13.1 Recording of Minutes states: "Minutes are the official record of the City Council meetings. They record the substance of a meeting and are a clear, accurate, concise, informative record of the proceedings. Minutes will generally follow the chronological order of items considered during a meeting. Minutes are not a verbatim transcript, and the meeting does not have to be sound recorded unless otherwise required by law. For practical purposes, however, it is general practice to sound record the meetings of the City Council for back-up reference. Reporting actions taken is the single most important segment of the final minutes. The minutes are to include, at a minimum:

- a. Kind of meeting (regular, special, work session, etc.)
- b. The name of the body meeting (City Council, Urban Renewal Agency, Budget Committee, etc.)
- c. Date of the meeting and place where it is held.
- d. Name and title of Presiding Officer (usually the Mayor).
- e. All motions (main, amendments, withdrawals, etc.), with dispositions, with the name of the mover and, if applicable, the name of the Council member who seconded the motion.
- f. Members present.
- g. Proposals, resolutions, orders, ordinances, and measures proposed and their disposition.
- h. Results of all votes and the vote of each member by name, including abstentions.
- i. The substance of any discussion on any matter.
- j. The name and city of residence, if available, on any person appearing before the City Council to offer testimony, and the substance of such testimony.
- k. Exhibits or written testimony subject to ORS 192.311 to 192.338.
- l. Reference to the appropriate ORS section under which an executive session was held.
- m. **The signature of the individual taking the minutes.**
- n. **Signature line for the Mayor and the councilors."**

Section 19.1 Electronic Mail/Social Media states "The Council will observe the following guidelines when using any electronic method for correspondence or social media **in their elected roles**:

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

- b. E-mail may be used for correspondence, to schedule meetings, send informative messages, or request information from other members of the Council, the City Manager, or Department Directors. Council members shall use and keep their email accounts updated. The City shall provide sufficient equipment and software for Council members.
- c. E-Mail/social media may not be used to discuss policy issues with a quorum of the Council at one time or a quorum of any other governing body in any manner which would be in violation of the Oregon Public Meeting Laws.
- d. All e-mail/social media used by Council members shall use City accounts **only when acting in Council's elected role**. No discussions or issues involving City business shall take place on non-City e-mail/social media accounts. This is required to be able to accurately archive these communications for public records purposes.

III. Current Situation

The City Recorder and City Attorney would like the Council to consider the proposed changes to streamline the minutes process and to provide clarity regarding the intention of the Electronic Mail/ Social Media section as it relates to public records.

IV. Analysis

- A. Strategic Impact - There is no Strategic Impact.
- B. Financial - There is no Financial Impact.
- C. Timing - There is not a pressing time constraint.
- D. Policy/Legal - This is a policy decision of the City Council.

V. Alternatives

- A. Make a motion to direct City Staff to prepare a Resolution amending the Council Rules of Procedure by incorporating the proposed changes.
- B. Make a motion to direct City Staff to prepare a Resolution amending the Council Rules of Procedure by incorporating one of the proposed changes.
- C. Make changes to the proposed Staff recommendations and direct Staff to prepare a Resolution incorporating changes to the Council Rules of Procedures.
- D. Take no action and the Council Rules of Procedure will not be changed.

VI. Recommendation

Staff Recommends that the City Council moves to direct City Staff to prepare a Resolution to incorporate the proposed changes specific to Section 13.1 - Minutes and Section 19.1 - Electronic Mail/ Social Media.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Gas and Electric Franchise Agreements

Proposed Motion

I move that the City Council direct the City Manager and City Attorney to move forward with negotiating gas and electric franchise agreements expiring in the next 5 months.

I. Summary

The City Council has reviewed the possibility of moving toward a right-of-way ordinance that would replace franchise agreements. The issue was voted down last year, but a majority of the city council wished to revisit the item. The City Manager is requesting permission to move forward with the franchise agreements with Salem Electric, Northwest Natural Gas, and Portland General Electric.

II. Background

- A. An ordinance regulating all activities done within the public right-of-way was worked on from 2022 to the spring of 2023. The idea was that a Right-of-Way Ordinance would replace the franchise agreements.
- B. The proposed right-of-way ordinance was voted down in May 2023.
- C. Upon query from staff, Council members indicated to staff that they wished to discuss it again.
- D. The discussion on the right-of-way ordinance is planned for January 8, 2024. That discussion will not be to approve an ordinance, it will be to discuss the merits, or lack thereof as determined by the Council, of such an ordinance.

III. Current Situation

- A. Staff would like permission to proceed to negotiate franchise agreements with the public utilities soon to expire that have defined service districts by the public utilities commission, namely, Northwest Natural Gas, Salem Electric, and PGE.
- B. Staff anticipates that if the Council still wants to move forward with a right-of-way agreement, that it can be done while continuing franchises agreements with public utilities that are governed by the public utilities commission and that have defined

service areas. A right-of-way ordinance may still add value on top of a franchise agreement.

IV. Analysis

- A. **Strategic Impact** - Under the draft strategic plan, this item supports Goal 6: Strong & Sustainable Government and, more specifically, action item 6.5: Complete analysis of potential funding mechanisms to support the General Fund.
- B. **Financial** - Franchise fees account for almost \$3 million of the City's budget.
- C. **Timing** - The franchise agreements for these utilities expire at the end of April 2024.
- D. **Policy/Legal** - Council direction is needed to be able to move forward. Staff will use outside counsel to negotiate the contracts.

V. Alternatives

- A. Begin franchise negotiations with Salem Electric, NW Natural Gas, and Portland General Electric.
- B. Wait and request an extension.

VI. Recommendation

Staff recommends that the Council authorize city staff to pursue negotiations to renew the franchise agreements with Salem Electric, NW Natural Gas, and Portland General Electric.

Attachments

None

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Shane Witham, Planning Director
Subject: Ordinance Approving Comprehensive Plan/Zone Change/Partition Case 2023-16

Proposed Motion

I move the City Council adopt Ordinance 2024-__ In the Matter of the Application of Backus Investments LLC for a Partition to Divide the Property Into Two Parcels, and for a Comprehensive Plan Map Change From Commercial to Medium and High Density Residential for the Northern Parcel, and a Zone Change From Commercial General to Medium Density Residential for the Northern Parcel Located at 1141 Chemawa Road North, Keizer, Oregon (Case No. 2023-16).

I. Summary

This matter is before City Council for adoption of an Ordinance approving Comprehensive Plan/Zone Change/Partition Case 2023-16 for property located at 1141 Chemawa Rd N. Council previously held a public hearing on December 4, 2023 regarding this matter and voted unanimously to direct staff to prepare an ordinance for adoption approving the land use request.

II. Background

- A. A comprehensive Plan/Zone Change/Partition application was received by the City for the property located at 1141 Chemawa Rd N requesting to divide the property into 2 parcels and rezone the northern parcel (1 acre) to allow for the development of a 20-unit multifamily complex.
- B. Public hearings were held before the Hearings Officer on November 7, 2023, and before the City Council on December 4, 2023, regarding the proposal.
- C. Notice of the hearings was mailed to property owners within 250 feet of the property, published in the newspaper, and was posted on the property announcing the time and place for the hearings.
- D. After the close of the public hearing at the City Council meeting on December 4, 2023, City Council voted unanimously to direct staff to prepare an ordinance for adoption of Comprehensive Plan Map Amendment/Zone Change/Partition Case 2023-16 for the property located at 1141 Chemawa Rd N.

III. **Current Situation**

- A. Staff has prepared an ordinance for adoption with findings and conditions for the land use request consistent with direction given by City Council at the December 4, 2023 meeting.

IV. **Analysis**

- A. **Strategic Impact** - Housing is an identified need for the City of Keizer. Adoption of the ordinance will allow for the redevelopment of the subject property with additional housing.
- B. **Financial** - None
- C. **Timing** - Adoption of the Ordinance is the final step in the approval process of the land use request.
- D. **Policy/Legal** - The process for review and approval of this land use request has been followed. Approval of the request is by adoption of an Ordinance by City Council.

V. **Alternatives**

- A. Preferred Alternative: make a motion to adopt the Ordinance approving Comp Plan/Zone Change/Partition Case 2023-16.
- B. Make a motion directing staff to modify the proposed ordinance with any identified corrections or changes desired by City Council.
- C. Make a motion directing staff to modify the ordinance, denying Comp Plan/Zone Change/Partition Case 2023-16.

VI. **Recommendation**

Staff recommends that City Council adopt the attached Ordinance approving Comprehensive Plan/Zone Change/Partition Case 2023-16.

Attachments

1. ORD_CC_Application of Backus Investments_1 2 2024
2. EXH_CC_Exh A - Application of Backus Investments LLC_1 2 2024
3. EXH_CC_EXH B - Application of Backus Investments LLC_1 2 2024
4. EXH_CC_Exh C - Application of Backus Investments LLC_1 2 2024
5. EXH_CC_Exh D - Application of Backus Investments LLC_1 2 2024
6. EXH_CC_Exh E - Application of Backus Investments LLC_1 2 2024

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

A BILL

ORDINANCE NO.
2024-_____

FOR

AN ORDINANCE

IN THE MATTER OF THE APPLICATION OF BACKUS INVESTMENTS LLC FOR A PARTITION TO DIVIDE THE PROPERTY INTO TWO PARCELS, AND FOR A COMPREHENSIVE PLAN MAP CHANGE FROM COMMERCIAL TO MEDIUM AND HIGH DENSITY RESIDENTIAL FOR THE NORTHERN PARCEL, AND A ZONE CHANGE FROM COMMERCIAL GENERAL TO MEDIUM DENSITY RESIDENTIAL FOR THE NORTHERN PARCEL LOCATED AT 1141 CHEMAWA ROAD NORTH, KEIZER, OREGON (CASE NO. 2023-16)

The City of Keizer orders as follows:

Section 1. THE APPLICATION. This matter came before the Keizer City Council upon the application of Backus Investments LLC for a partition to divide the property into two parcels, and for a comprehensive plan map change from Commercial to Medium and High Density Residential for the northern 1-acre parcel, and a zone change from Commercial General to Medium Density Residential for the northern 1-acre parcel located at 1141 Chemawa Road North, Keizer, Oregon. The property is identified on the Marion County Tax Assessor's Map as Township 7 South; Range 3 West; Section 03BA; Tax Lot #02100. On November 7, 2023, the Keizer Hearings Officer recommended that the City Council approve the proposed Comprehensive Plan Map Amendment from Commercial to Medium and High Density Residential, and recommends that the City Council approve the Zone Change from Commercial General to Medium Density Residential, contingent upon the Council's approval of the

1 Comprehensive Plan Map Amendment.

2 Section 2. JURISDICTION. The land in question in this Ordinance is within the
3 city limits of the City of Keizer. The City Council is the governing body for the City of
4 Keizer. As the governing body, the City Council has the authority to make final land
5 use decisions concerning land within the city limits of the City of Keizer.

6 Section 3. PUBLIC HEARING. A public hearing was held on this matter before
7 the Hearings Officer on November 7, 2023 and before the City Council on December 4,
8 2023. The following persons either appeared at the Hearings Officer's hearing or at the
9 City Council hearing or provided written testimony on the application:

- 10 1. Shane Witham, Planning Director
- 11 2. Brandie Dalton, Multi-Tech Engineering, Applicant Representative
- 12 3. Mike DeBlasi, Citizen

13 Section 4. EVIDENCE. Evidence before the City Council in this matter includes
14 the staff report and attachments for the December 4, 2023 Council meeting, and all
15 evidence placed before and not rejected by the City Council, including the evidence set
16 forth in Exhibit "A" attached.

17 Section 5. OBJECTIONS. No objections have been raised as to notice,
18 jurisdiction, alleged conflicts of interest, evidence presented or testimony taken at the
19 hearing.

20 Section 6. CRITERIA AND STANDARDS. The criteria and standards relevant
21 to the decision in this matter are set forth in Exhibit "B" attached.

22

1 Section 7. FACTS. The facts before the City Council in this matter are set forth
2 in Exhibit "C" attached.

3 Section 8. JUSTIFICATION. Justification for the City Council's decision in this
4 matter is explained in Exhibit "D" attached.

5 Section 9. ACTION. The decision of the City Council is set forth in Exhibit "E"
6 attached.

7 Section 10. FINAL DETERMINATION. This Ordinance is the final
8 determination in this matter.

9 Section 11. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
10 days after its passage.

11 Section 12. APPEAL. A party aggrieved by the final determination in a
12 proceeding for a discretionary permit or a zone change may have it reviewed under ORS
13 197.830 to ORS 197.835.

14 PASSED this _____ day of _____, 2024.

15

16 SIGNED this _____ day of _____, 2024.

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Mayor

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City Recorder

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25

EXHIBIT "A"

Evidence

Official notice has been taken of the Planning Department report, the Hearings Officer report, comments in the matter, the application and exhibits contained in the Record herein.

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham stated that the property is at 1141 Chemawa Road N. Mr. Witham shared that it was where Loren's Sanitation is located and the property runs North through to Willow Lake. The application was to partition off the approximate North one-acre of that property so that they would have access to Willow Lake. The business function of Loren's Sanitation would remain the same. The desire was to take that northern one-acre and change the Comprehensive Plan designation and rezone it from a Commercial designation in the Comprehensive Plan to a Medium High Density Residential designation in the Comprehensive Plan, and to change the zoning that was currently Commercial General to Residential Medium Density. The applicant wished to develop the property with 20-unit, multi-family complex. Mr. Witham stated that it was a land use case that had public hearings both at the Hearing's Officer level and the City Council. He stated there was a Public Hearing on November 7 with the Hearing's Officer where there was one citizen who testified that they had expressed some concerns with the design support for the zone change and would prefer to see something different in the design of the development. The Hearing's Officer and staff recommendation was to approve the applicant's request with a slew of conditions that were included in the recommendation that would ensure the development of the property met the City's standards.

City Attorney Johnson stated the following:

"Thank you, Madam Mayor. Madam Mayor, now is the time for the statutory notice, which I will read for the participants and Council. The applicable substantive criteria for this case is quite voluminous for the zone change, Comprehensive Plan change, and partition, so there's a lot of criteria there. I would propose waiving the actual reading of that as set forth in the Staff Report. Is there any objection to waiving the actual reading of that? Hearing none we will deem that waived.

Testimony, arguments, and evidence must be directed toward the criteria or other criteria in the plan or land use regulations, which you believe apply to the decision. Failure to raise an issue accompanied by statements

EXHIBIT "A"

Page 1 of 2

of evidence sufficient to afford the Council and parties an opportunity to respond to that issue precludes an appeal to the Land Use Board of Appeals based on that issue.

With regard for the applicant, the failure of the applicant to raise constitutional or other issues related to any proposed conditions of approval with sufficient specificity to allow the local government or its designee to respond to that issue precludes an action for damages in Circuit Court.

With regard to the Council, are there any declarations of conflicts of interest, bias, or ex parte contact with this application?

Hearing none, going to the participants now for any participants prior to the close of the hearing; you need to state any objections, bias, conflicts of interest, ex parte contact, or jurisdiction of the Council to hear this matter or opportunity to be heard. So, if there's anything you object to, you need to speak on that issue. Are there any questions? Thank you, Madam Mayor."

Mayor Clark asked if there were any questions about the Staff Report of the Comprehensive Plan Map/Zone change case. The Council had no questions.

Brandie Dalton, Multi/Tech Engineering, the Applicant's representative, stated that all of her findings, the traffic information, and the site plan were included in the packet and showed how they were in compliance with all of the code requirements for the Comprehensive Plan zone change, along with the partition. Ms. Dalton stated that the Comprehensive Plan zone change was only for the northern one acre of the site, which would allow for future development of the property for housing needs. She noted that they had submitted a concept that showed a 20-unit complex. She explained that they included the concept to show how the property could be developed but that it was in no way binding. Ms. Dalton stated that they believed that they had demonstrated compliance with the Comprehensive Zone Plan Change and Partition criteria. They had reviewed all of the conditions of approval and had no problem with them nor did their client, the applicant.

With no further testimony Mayor Clark closed the Public Hearing.

EXHIBIT "B"

Criteria and Standards

The criteria and standards relevant to this application are found in the Keizer Development Code (KDC). The specific criteria are set forth below:

1. KDC 2.301 (General Provisions)
2. KDC 2.302 (Street Standards)
3. KDC 2.303 (Off-Street Parking and Loading)
4. KDC 2.305 (Transit Facilities)
5. KDC 2.306 (Stormwater Management)
6. KDC 2.307 (Utility Lines and Facilities)
7. KDC 2.309 (Site and Landscaping Design)
8. KDC 2.310 (Development Standards for Land Divisions)
9. KDC 3.107.07 (Partitions – Review Criteria)
10. KDC 3.109.04 (Comprehensive Plan Map Amendments – Criteria for Approval)
12. KDC 3.110.04 (Zone Change – Criteria for Approval)

No other specific criteria and standards were identified at the hearing.

EXHIBIT "C"

Facts

FINDINGS: GENERAL

1. The applicant is Backus Investments LLC.
2. The subject property is located at 1141 Chemawa Road North, Keizer, Oregon and is approximately 4.38 acres in size. The property is identified on the Marion County Tax Assessor Map as Township 7 South; Range 3 West; Section 03BA; Tax Lot 02100.
3. The property is designated Commercial (C) on the Comprehensive Plan and zoned CG (Commercial General). The applicant's proposal is to divide an existing 4.38 acre into two separate parcels comprised of approximately one acre and approximately 3.38 acres in area. The southern 3.38 acre parcel is developed with an existing commercial sanitation service provider and will continue to obtain its access from Chemawa Rd N. The northern one-acre parcel is proposed to obtain access from Willow Lake Rd and the applicant is proposing a comprehensive plan map amendment from Commercial to Medium and High Density Residential and a zone change from Commercial General to Medium Density Residential to the one-acre parcel to allow for the future development of a 20-unit multi-family development.
4. The property is developed with a commercial business and storage area for a sanitation service company and also contains a wireless telecommunications facility. The property is served by public water and sewer.
5. The surrounding properties to the north, south and west, are designated Low Density Residential on the Comprehensive Plan Land Use map and are zoned Single Family Residential (RS) and are developed with single family homes. Properties to the east (adjacent to the area proposed to remain Commercial and is currently zoned Commercial General) are designated as Commercial and zoned Commercial General, and contain a mix of business uses. Properties to east and northeast (adjacent to area proposed to be changed to Medium High Density Residential and zoned Medium Density Residential) are designated Medium High Density Residential and zoned Medium Density Residential and are developed with multi-family dwellings.
6. The Hearings Officer held a public hearing on this application on November 7, 2023. The City Council held a public hearing on this application of December 4, 2023.

FACTS: COMPREHENSIVE PLAN MAP AND RELATED FINDINGS.

7. The Review Criteria for a Comprehensive Plan Map amendment are listed in Section 3.109.04 of the Keizer Development Code (KDC).

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Page 1 of 28

- A. *3.109.04A. Compliance is demonstrated with the statewide land use goals that apply to the subject properties or to the proposed land use designation. If the proposed designation on the subject property requires an exception to the Goals, the applicable criteria in the LCDLDC Administrative Rules for the type of exception needed shall also apply.*

FINDINGS: This action will occur entirely within the city limits and no goal exceptions are required. Compliance with the Statewide Land Use Goals is reviewed below:

Goal 1 - Citizen Involvement: The proposed Comprehensive Plan Map and Zone change is being processed according to the provisions of the Keizer Development Code which include citizen involvement in the decision-making process. Notice of the public hearing and request for comments was mailed to surrounding properties and potentially affected parties, and a public process involving a public hearing, deliberation, and ordinance adoption will be followed. Consistent with local requirements citizens will be given an opportunity to comment and testify before the hearings officer and again before the City Council. The final decision rests with the City Council. This process is consistent with the provision for the opportunity for citizens to be involved in all phases of this planning process as required by this Goal and with implementing administrative rules within Oregon Administrative Rules. Therefore, this request complies with this goal.

Goal 2 – Land Use Planning: The City of Keizer’s Development Code has an established process for all decisions and actions related to this proposal which were acknowledged by LCDLDC (Land Conservation and Development Commission). This change is being reviewed consistent with those procedures outlined in the Comprehensive Plan and Development Code. The adoption proceeding is being conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Notice was published in the Keizer Times, public hearings will be conducted before the Hearings Officer, who will then make a recommendation to City Council. A public hearing will also be conducted before the city council. As such, the proposed Comprehensive Plan Map change is consistent with this statewide planning goal and administrative rules. Therefore, this request satisfies this goal.

Goal 3 - Agricultural Lands: The purpose of this goal is to protect lands that are designated for agricultural uses. The property is not designated as agricultural and the proposed change for the subject property is not adjacent to any lands that are in agricultural production or designated for agricultural uses. Therefore, the proposed

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Comprehensive Plan Map amendment will not be inconsistent with the Farm Land Goal or with any implementing administrative rules.

Goal 4- Forest Land: The intent of this goal is to protect lands that are designated for commercial forest uses. There are no lands designated within the city limits that allow commercial forestry. The proposed Comprehensive Plan Map change does not involve any land which is designated as forest land, nor will it impact the use of any forest lands. Therefore, this Goal and implementing administrative rules are not applicable to the proposed Comprehensive Plan Map amendment.

Goal 5– Open Spaces, Scenic and Historic Areas, and Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a number of policies aimed to protect these natural resources that are within the city. The property does not contain any identified open space, scenic, or any natural resources such as riparian, wetlands, aggregate, etc. The proposed Comprehensive Plan Map change will allow the property to be developed with a proposed multi-family complex which will provide needed housing. This change will not affect any of the city’s natural resources protection regulations or the lawful use of any properties that are within this overlay zone. Therefore, the Comprehensive Plan Map change will be consistent with this goal and with administrative rules designed to implement this goal.

Goal 6 - Air, Water and Land Resources Quality: The intent of this goal is to protect the city’s air, water and land resource qualities. The city provides its residents with city water from groundwater sources. The future development of the property will be required to be connected to the municipal water system and so no wells will be drilled. New construction will be required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination from any failing on-site septic systems. The Comprehensive Plan Map change will result in allowing for the construction of a multi-family development as opposed to further development of one of the many uses allowed in the Commercial General zone. It should be noted that uses in the Commercial General zone may have a greater adverse impact on the air quality of the immediate area, or even Keizer as a whole. The proposed Comprehensive Plan Map change to Medium High Density Residential will not impact the quality of air, water, or land resources and so complies with this goal and with administrative rules that implement this goal. Therefore, this goal is not applicable to this application.

Goal 7– Areas Subject to Natural Disasters and Hazards: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains. The property is not

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located within an identified 100-year floodplain so there are no issues associated with floodplain hazards for this property. There are no identified steep slopes on the subject property. There are no other identified natural hazard areas on the subject property. The proposed Comprehensive Plan Map change will neither impact this goal nor any administrative rules. Therefore, this request complies with this goal.

Goal 8– Recreational Needs: This goal requires the city to identify and plan for the current and future recreation needs of the residents of the city. There are a number of parks, playgrounds, and other recreational opportunities within the city limits. This property is not identified as being needed to serve future park or recreation needs. This land use action will neither reduce nor will it alter or impact any other identified park or recreation sites. Therefore, request meets with this goal.

Goal 9 - Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality during the 20-year planning period. The proposed Comprehensive Plan Map change will change the property from Commercial to Medium High Density Residential, which theoretically could reduce economic development opportunities for that portion of the property. However, the entire property is currently developed with a commercial business providing employment opportunities, and the portion of the property proposed to be developed with multi-family housing was not planned to be developed or expanded onto. The property owner has utilized that space as a buffer to the adjacent residential neighborhood. Since the change will allow the property to be developed, this will actually be a benefit as it will result in the creation of a number of construction jobs during the development and future work from home opportunities for future residents of the complex. Granted, the overall economic development impact of this proposal is minimally beneficial and this proposal is not inconsistent with this goal.

Goal 10 - Housing: This goal requires the city to plan and provide for the housing needs of its residents. This change will affect one acre of land that has historically been zoned for Commercial use but is undeveloped. The result of the land use action will be the creation of a 1-acre parcel that will be developed with a 20-unit multi-family development. As such the proposed Comprehensive Plan Map change will have a positive impact on the city's overall housing inventory. The Comprehensive plan recognizes that a significant percent of future residential needs will be met through the use of infill development and redevelopment, and there are goals and policies that encourage rezoning parcels to accommodate higher densities. Therefore, this request satisfies this goal.

Goal 11- Public Facilities and Services: The intent of this goal is to develop a timely, orderly and efficient arrangement of public facilities and services necessary to serve the residents of Keizer. The city provides its residents with water, sanitary sewer, has

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an established street system, administrative, police and public safety services are also provided by the city. The proposed Comprehensive Plan Map change will allow for the development of the site with a 20-unit multi-family complex. Public Facilities and Services are available to serve the site, and the applicant will be required to provide frontage improvements along Willow Lake Rd to ensure the adequacy of transportation facilities. The property is able to be served by adequate public facilities. Transportation facilities are discussed below. Therefore, this request complies with this goal.

Goal 12- Transportation: The city has an adopted Transportation System Plan (TSP) that describes the city's transportation systems. This system includes street, transit, bike, and pedestrian systems. Chemawa Road is classified as a collector street and Willow Lake Road is classified as a local street in the TSP. Chemawa Road is improved and as a condition of approval, Willow Lake will be required to be improved along the frontage of the subject property. The applicant submitted a Traffic Analysis as a part of their application which indicates the proposed change will not have a detrimental impact to the transportation system. In fact, the resultant development is likely to produce less vehicle trips than if it were developed with an allowed Commercial use. Therefore, this request is consistent with this goal.

Goal 13- Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. This will be reviewed and regulated through the building permit review and approval process at the time of future development. Therefore, this request meets with this goal.

Goal 14- Urbanization: The intent of this goal to provide for an orderly and efficient transition from rural to urban land use. The city has an adopted Comprehensive Plan and zone code that complies with this goal. The subject property is within the urban growth boundary and is also within the city limits of the City of Keizer. This change will not result in the need for an extension of urban services to a rural area. The proposed Comprehensive Plan Map change impact on the intent of this goal as it only will involve one parcel that is within the city limits and not the use of any land that is being transitioned from rural to urbanized uses. Therefore, this request satisfies this goal.

Goal 15 – Willamette River Greenway: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands adjacent to the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed Comprehensive Plan map change will not impact the Willamette River. Because the property involved in this application is not located within the Willamette River Greenway the proposed

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Comprehensive Plan Map change will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and therefore finds this goal is not applicable to this application.

Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes), and Goal 19 Ocean Resources) govern areas along the ocean. Since Keizer is not located along the coast these goals are not applicable. This goal is not applicable to this application.

The proposal to change the Comprehensive Plan designation from Commercial to Medium and High Density Residential complies with the comprehensive plan criterion.

- B. *Section 3.109.04.B. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated.*

FINDINGS: The proposed re-designations are appropriate for the Plan designations. The policy statements registered in the Plan in relation to this application request are as follows:

1. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES Policy (2)(f) (5)- Provide for higher density and more economical residential developments as an alternative to single-family detached housing.

FINDINGS: This policy encourages increased density for residential uses as a means of providing more economical options for people to live and work in Keizer. While the subject property is not currently designated for residential use, the applicant proposes to change the property from a Commercial designation to Medium High Density Residential. This request is consistent with this goal, as opposed to some other alternative residential designation (such as Low Density Residential).

2. Section III.C. SIGNIFICANT NATURAL AND CULTURAL FEATURES—Goal 2 (a) (1) Preserve and maintain agricultural lands within the UGB until needed for urban development.

FINDINGS: The purpose of this goal is to protect lands that are designated for agricultural uses. The Comprehensive Plan Map change involves a property that is within the boundaries of the city limits of Keizer and is not in agricultural production or near any lands that are designated for agricultural use. The proposed change will not impact any properties that are designated to allow agricultural uses. Therefore, the proposed Comprehensive Plan Map amendment will comply with this goal within the Comprehensive Plan.

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3. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (2) Conserve open space and protect natural, cultural and scenic resources.

FINDINGS: The intent of this goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a number of policies aimed to protect these natural resources that are within the city. The subject property is currently undeveloped and underutilized. The property does not contain any historic structures on it nor does it contain any identified historic area. The property does not contain any identified open space, scenic, or any natural resources such as riparian, wetlands, aggregate, etc that preclude or constrain its use. The proposed Comprehensive Plan Map change will allow the property to be developed with a multi-family complex. The property is nearby to Keizer Rapids Park, which is designated as open space. This change will not affect any of the city's natural resources protection regulations or the lawful use of any properties that are within this overlay zone. Therefore, the map change will be consistent with this goal within the Comprehensive Plan.

4. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (3) Maintain and improve the quality of air, water and land resources.

FINDINGS: The intent of this goal is to protect the city's air, water and land resource qualities. The city provides its residents with city water from groundwater sources. The proposed development will be required to connect to the municipal water system and no new wells will be drilled. The new construction will be required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination. In addition, there will be required storm water improvements to address runoff from the development that will prevent water resource contamination from point source discharge. The Comprehensive Plan Map change will result in the construction of a 20-unit multi-family development and not in any manufacturing uses on that portion of the site, so it will not result in the production of any odors and will have no adverse impact on the air quality of either the immediate area, or that of Keizer as a whole. Whereas, without the proposed change, the Commercial designation could allow for a greater intensity development that may result in adverse impacts. Therefore, the proposed Comprehensive Plan Map change not impact the quality of air, water, or land resources and so complies with this goal.

5. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (4) Protect life and property from natural disasters and hazards.

FINDINGS: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains. According to FIRM map # 41047C0332G, dated January 19, 2000 the property is not located within an identified 100-year floodplain and so there are no issues associated with floodplain hazards. There are no identified steep slopes on the subject property so there will be no hazards resulting from steep slopes. There are no other identified natural hazard areas on the subject property. The proposed Comprehensive Plan Map change will be consistent with this goal within the Comprehensive Plan. Therefore, this request meets with this goal.

6. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (5) Encourage energy conservation.

FINDINGS: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. This will be addressed through the building permit and review process. Therefore, this request meets with this goal.

7. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES – Goal 2 (a) (6) Protect, conserve, enhance and maintain the natural, scenic, historical, economic and recreational qualities of lands along the Willamette River.

FINDINGS: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands adjacent to the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed Comprehensive Plan map change will not impact the Willamette River. Because the property involved in this application is not located within the Willamette River Greenway the proposed Comprehensive Plan Map change will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulation. Therefore, this request complies with this goal.

8. Section III.A. SIGNIFICANT NATURAL AND CULTURAL FEATURES - Goal 2 (f) (4) Encourage renewal and conservation of existing urban neighborhoods and buildings, and create a multi-centered land use pattern to decrease travel needs. In-filling of passed over vacant land should be

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encouraged. Emphasis on close locational relationships among developments for living, working, shopping and recreation should be encouraged through planned mixed-use zones.

FINDINGS: The proposed Comprehensive Plan map change will allow for the redevelopment of an underutilized portion of a designated Commercial parcel with a 20-unit multi-family development. This will result in the utilizing a portion of a property that has historically been vacant. The portion of the property that is proposed to be changed, is directly adjacent to other properties that are designated for residential uses and are developed with multi-family uses. In that regard, this parcel is well situated to providing needed housing to the surrounding area. Therefore, the proposal satisfied this goal of the comprehensive plan.

9. Section III.B. URBAN GROWTH AND GROWTH MANAGEMENT - Goal (2)(c) Encourage development in areas already served by major public facilities before extending services to unserved areas.

FINDINGS: The property proposed to have a Comprehensive Plan Map change is located within the Urban Growth Boundary. The site is served, and will continue to be served by all necessary public utilities, fire protection and transportation facilities. This map change will allow the proposed development to be located in an area that is already served by major public facilities, including water, sanitary sewer, storm drainage, and streets, and transit. The applicant will be required to connect to services and will be required to provide street frontage improvements along Willow Lake Rd as a condition of approval. Therefore this request meets this goal.

10. Section III.C. LAND-USE AND ECONOMIC DEVELOPMENT GOALS AND POLICIES: Economic, Commercial, and Industrial Development. Objective 1.7: Policies 1.7 (d) Discourage commercial and industrial developments from...directing major customer traffic outside the immediate neighborhoods from filtering through nearby residential streets.

FINDINGS: This request proposes to change the designation of the north 1 acre of property that is currently designated Commercial which has frontage on Chemawa Rd N and Willow Lake Rd N. The result is that the north 1 acre will be designated to Medium High Density Residential and will obtain access to Willow Lake Rd N and the south portion of the site, which is developed with an active commercial sanitation service provider will continue to access Chemawa Rd N. It should be noted that Chemawa Rd N is designated as a collector street in the City's transportation system plan, while Willow Lake Rd

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N is designated a local street. The applicant's proposal demonstrates consistency with this policy in that it will prevent future commercial development from accessing the local street and instead will allow for residential development onto the local street, which is appropriate. Therefore this request is consistent with this policy.

11. Section III.C. LAND-USE AND ECONOMIC DEVELOPMENT - RESIDENTIAL DEVELOPMENT GOALS, OBJECTIVES AND POLICIES:

a) Residential Development Goal 1: Provide residential land to meet a range of needed housing types:

FINDINGS: Land that is located to the east and northeast of this property involved in this application is designated Medium High Density Residential and developed with multi-family developments. Properties to the north, south, and west east are designated Low Density Residential and are developed with single family homes. The property is proposed to be developed with a 20-unit multi-family complex which will provide for an identified needed housing type. Keizer as a whole is predominantly developed with detached single-family homes, and the adopted Housing Needs Analysis identifies a need for additional multi-family development within the city to accommodate growth. This property is currently underutilized and the portion of the property subject to this request is currently designated Commercial. There are no plans for development of commercial uses on this site, and the applicant proposes to designate the north 1 acre of the property Medium High Density Residential to allow for the development and utilization of a portion of the land. Therefore, this request is consistent with this goal to provide additional residential land to meet needed housing types.

b) Residential Development Goal 2: Encourage the location of residential development where full urban services, public facilities, and routes of public transportation are available.

FINDINGS: The site is located within the city limits and can be fully served by all urban services. City water and sanitary sewer are available and as a condition of approval, the development will be required to serve the development with appropriate urban services. Street frontage improvements will be required along Willow Lake Rd as a condition of approval. Transit service is available nearby on Windsor Island Rd. Therefore, this proposal complies with this goal.

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- c) ***Residential Development Objective 2.1: Coordinate new residential development with the provision of an adequate level of services and facilities, such as sewers, water, transportation facilities, schools and parks.***

FINDINGS: The site is located within the city limits that can be fully served by all urban services. Street frontage improvements will be required along Willow Lake Rd and transit service is available nearby on Windsor Island Rd. Keizer Rapids Park is a large regional park in the nearby area. Educational services are provided by the Salem-Keizer School District and also be Chemeketa Community College. As part of their review the school district commented that they had reviewed the application and commented that sufficient school capacity exists in the elementary, middle, and high school and that anticipate a total of 7 new students that will live in the proposed multi-family development. Therefore, the proposal complies with this objective.

- d) ***Residential Development Goal 3: Stabilize and protect the essential characteristics of residential environments, including natural features.***

FINDINGS: The proposed comprehensive plan change will result in 1 acre of the site being changed from Commercial to Medium High Density Residential so the site can then be developed with multi-family dwelling units. The development of the site will be required to comply with the standards within the RM zone district with regard to density, building setback, landscaping, building design, parking and driveway location to ensure that it minimizes any impacts on the characteristics of the surrounding area. The remaining portion of the property will retain the Commercial designation and continue being operated as a sanitation service business. The proposal will essentially create a sort of buffer for the adjacent residential neighborhood to the commercial use and zone by providing housing which is consistent with the surrounding area. Multi-family development is established in the immediate area and this property, when developed with a multi-family will not destabilize the surrounding neighborhood, whereas the development of a heavy commercial use could. Therefore, this request complies with this goal.

- e) ***Residential Development Objective 3.1: Ensure compatibility among all types of new and existing residential uses, and between residential and non-residential uses.***

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FINDINGS: The focus of this objective is to ensure compatibility between uses. In this case single family uses, multi-family uses, and commercial uses are all located in the surrounding area. The proposed change will locate Medium High Density Residential land directly adjacent to existing Medium High Density Residential Land and it will also serve to buffer the existing Low Density Residential land from the Commercial land. At the time of development of the multi-family complex, the development will be required to comply with the standards within the RM zone district with regard to density, building setback, landscaping, etc., to ensure that it minimizes any impacts on the surrounding area. The building setback combined with the width of Willow Lake Rd will result in the placement of any building not being placed so that it will be in close proximity to any nearby residence. While it could be argued the Low-Density Residential land to the west could be impacted, the impact is less than if the property were to retain the existing Commercial designation. In addition to the required building setbacks there are also landscaping requirements that will ensure that the development is buffered and screened. For these reasons, the proposal complies with this objective.

- f) Residential Development Policy 3.1 (1): Protect existing and proposed residential areas from conflicting non-residential land uses while providing for compatible mixed-use development (residential and non-residential).*

FINDINGS: Since only residential development is sought, this will correct an issue that currently exists due to the fact the existing Commercial designation could result in incompatible development with the neighborhood on Willow Lake Rd. No mixed use development is proposed, and is not permitted. Therefore, this proposal complies with this policy.

- g) Residential Development Goal 4: Provide and allow for appropriate levels of residential development consistent with comprehensive plan designations.*

FINDINGS: The Comprehensive Plan notes that:

“Lands devoted to multi-family residential uses are insufficient to meet forecasted need for multi-family units. Therefore, the City will:

- Permit rezoning to higher intensity residential uses to meet the identified housing needs, provided such proposals are consistent with the policies of this plan.*

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- *Consider rezoning parcels to higher residential density to meet identified multi-family housing needs, provided such proposals are consistent with the policies of this plan.*
- *Parcels to be considered for rezoning should have access to major transportation corridors that are served by transit, are served (or can be served) by all urban services, including parks and recreational facilities, and are in close proximity to opportunities for shopping, employment and schools.”*

The proposed comprehensive plan map change to Medium High Density Residential will result in the site being developed with multi-family dwellings. The applicant’s site plan indicates that 20 units are proposed to be constructed on the 1-acre property. For comparison, if the site were developed under the current designation, it would be developed with Commercial uses, and not provide any additional housing. Granted, this property is not currently imagined for residential development, and one could argue this goal is not directly applicable. It is appropriate, however, to include this analysis due to the fact that it demonstrates that not only is Keizer in need of residential land, but also that this request is seeking to maximize the density of the land proposed to be changed. Instead of pursuing a re-zone to Low Density Residential or simply allowing this property to sit underutilized, this proposal will provide housing consistent with this goal. Therefore, this request complies with this goal.

h) Plan Diagram and Special Land Use Policy 1: Provide appropriately designated vacant buildable land in adequate quantities to meet the forecast needs of Keizer to 2033.

FINDINGS:

The Comprehensive Plan indicates that lands devoted to multi-family residential uses are insufficient to meet forecasted need for multi-family units. It identifies four strategies for the city to pursue. These are:

- (a) Plan for medium and high density residential uses consistent with the 20-year housing demand analysis.
- (b) Permit rezoning to higher intensity residential uses to meet the identified housing needs, provided such proposals are consistent with the policies of this plan.
- (c) Consider rezoning parcels to higher residential density to meet identified multi-family housing needs, provided such proposals are consistent with the policies of this plan. Parcels to be considered for

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rezoning should have access to major transportation corridors that are served by transit, are served (or can be served) by all urban services, including parks and recreational facilities, and are in close proximity to opportunities for shopping, employment and schools.

- (d) In the medium and high density residential designation, allow a mix of housing types in two general levels of residential density; medium density (from 8 to 16 units per acre), and high density (over 16 units per acre), and identify criteria and locations for these two sub-categories in the Keizer Development Code.

Consistent with the comprehensive plan the city has identified that a deficit exists to meet projected housing needs, including those needed for future multi-family needs. The proposed rezoning is located adjacent to existing multi-family development and near transit service. Sanitary sewer water is able to serve the property and there is capacity in the systems to allow the connection of the site to these facilities. City services such as police and administration will be provided. Keizer Rapids park is nearby and provides many recreational opportunities to the general public and is available to future residents of this proposed complex. The River Road commercial corridor provides for ample opportunities for shopping and employment. The proposed comprehensive plan map change to Medium and High Density Residential will conform with the density provisions of this policy.

- i) **Urban Growth Policy 1: Contain urban development within planned urban areas where basic services such as sewers, water facilities, police and fire protection can be efficiently and economically provided.**

FINDINGS:

This proposal to change the comprehensive plan designation to Medium and High Density Residential will allow for the property that is located within the city limits to be developed with a multi-family apartment complex. The site can be served by all city services. Water lines and sanitary sewer lines are located in the streets fronting the site and have capacity to serve the site. Police and administration will be provided by the city. Fire service will be provided by the Keizer Fire District. Allowing the comprehensive plan change will help to offset some of the needed land to meet future residential needs, and so meets with this policy.

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- j) Urban Growth Policy 2: Conserve resources by encouraging orderly development of land by adopting efficiency measures that will further allow for the efficient use of urban land.*

FINDINGS: Because this application involves land that is proposed to be used for residential use, efficiency measures are applicable and will be useful to assist the city in the future in determining how efficient the city's land supply is being used. Identified efficiency measures seek to increase the pedestrian, bicycle, transit and land use and funding measures. With the development of the site responsible for providing lacking frontage improvements along its portion of Willow Lake Rd, this proposal will be consistent with those measures. In addition, with the site located near transit service on Windsor Island Rd, this will also be consistent with the measures since it will increase the number of dwelling units located within a ¼ mile of a transit stop thereby allowing for the potential for the new residents to use the transit system rather than relying only on their cars for transportation. For these reasons it will allow for the efficient use of the land and so will meet with this policy.

- k) Urban Growth Policy 3: Preserve farmland and open space not needed for urban growth.*

FINDINGS: The proposal will allow land that is within the city limits to be developed with multi-family dwelling units. Because the land is within the city limits it will allow the city to meet some of its projected residential land needs inside the urban area thereby avoiding the need to place needed residential units on land that is located outside the city limits. While this property has historically been used for commercial use, the portion of the property proposed to be changed is currently underutilized and undeveloped. The existing commercial sanitation service business will continue to operate on the portion of the land that is not proposed to be changed. The property does not provide open space or farmland and therefore the proposed change has no impact on farmland or open space needs of the city. For these reasons, the proposal complies with this policy.

- l) Urban Growth Policy 4: Make more economical use of local tax dollars in locating facilities and providing services for the benefit of all citizens within the urban growth area.*

FINDINGS: This proposal will allow for the site to change the comprehensive plan designation to Medium and High Density Residential. Because water lines and sanitary sewer lines are located adjacent to the site and there is sufficient capacity in these facilities to serve the site and no expensive

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extensions will be necessary. Police and administration will be provided by the city of Keizer and fire safety services will be provided by the Keizer Fire District. The applicant will be required to provide lacking frontage improvements along Willow Lake Rd. The proposal reflects an economical use of city facilities and services. Because the city has an identified deficit of residential land to meet its future needs and the proposed change will help to offset this identified need and so will meet this policy.

m) *Urban Growth Policy 9: Maintain an adequate land supply to meet the needs of the city.*

FINDINGS: The Comprehensive Plan identifies a need for additional commercial, institutional, residential, and parks land. While it could be argued that changing 1 acre of Commercial land exacerbates the need for commercial land, the proposal is appropriate and complies with this criterion. The property is not currently being utilized to its full potential, but the land is developed and isn't considered vacant. The proposed change does not affect the existing Commercial use of the property and it is highly unlikely that the long-time franchise solid waste hauler will cease to operate at its current location. It is unlikely that any additional Commercial benefit from this property will be realized, whereas with the proposed change an additional 1 acre of Medium High Residential land will be added to help address an identified need. Therefore, this proposal is consistent with this policy.

Section 3.109.04B is satisfied.

C. *Section 3.109.04.C. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan.*

FINDINGS: The City of Keizer currently lacks adequate land for multi-family residential development. Amending the current Comprehensive Plan designation for the northern 1 acre of this property will provide additional land to meet this need in a positive manner. More importantly the subject property is an adequate area to meet this need. The area proposed to be changed from Commercial to Medium High Density is adjacent to existing properties that are designated and developed with multi-family uses. While there are other sites that are appropriate for development of this type within the city, the only other properties in this vicinity that are designated for multi-family are already developed. Furthermore, even with the sites located elsewhere within the city, there is still an identified need for additional multi-family

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development. This proposal is logical in that it proposes to change 1 acre of underutilized Commercial land (that does not currently serve a viable purpose beyond housing a wireless telecommunication facility) to Medium High Density Residential land which will provide additional housing opportunities, which will help to address an established need. Allowing this Comprehensive Plan Map change to will promote an efficient and effective use of the property. This criterion is satisfied.

- D. *Section 3.109.04.D. The Plan provides more than the projected need for lands in the existing land use designation.*

FINDINGS: The intent of this criteria is that changes proposed do not exacerbate existing deficiencies in existing land supplies. It is important to note that this request involves only 1 acre of land that is currently designated for Commercial use. The City of Keizer's land use inventory is found in the city's Comprehensive Plan. That information indicates there is a need for both additional Commercial land as well as additional Residential land. The need for additional Residential land is significantly greater than the need for Commercial land and due to the fact, the subject property is currently not being utilized for any purpose, this request is a logical approach to helping provide needed housing. The subject site could arguably be redeveloped with a higher intensity Commercial use to maximize its potential but that is highly unlikely due to it being occupied by a franchise solid waste hauler. Additionally, if the property were redeveloped with higher intensity Commercial uses, this would pose impacts to the surrounding neighborhood to the north. If the remainder of property were to be redeveloped, opportunity exists to provide additional Commercial opportunities on the existing site, which mitigates the impact of the change of 1 acre of the existing land. This criterion is satisfied.

- E. *Section 3.109.04.E. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity.*

FINDINGS: The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity of the proposed map change. The surrounding lands are developed with a variety of commercial, multi-family, and residential uses. This proposed Comprehensive Plan designation is an efficient use of the land and will allow the property to be developed with a multi-family complex that will not only provide a buffer to the neighborhood from the existing commercial use, but will also provide housing. It will allow for the development of the site such that it will be adjacent to other multi-family development and is near a public transportation route. In fact, it can be argued that with the construction of a new multi-family complex that will be designed to be aesthetically pleasing and provide landscaping, that it will be an improvement to the current vacant portion of the Commercial use. Therefore, the proposal complies with this criterion.

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- F. *Section 3.109.04.F. Uses allowed in the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands.*

FINDINGS: The proposed Comprehensive Plan Map change will allow the property to be developed with a 20-unit multi-family development. The new development will be required to adhere to the design standards of the Keizer Development Code and will provide landscaped yards and areas in accordance with city regulations. The site will be developed sensitively to the adjacent properties and will be consistent with code requirements so it is not anticipated to adversely affect uses on any adjacent lands. To minimize any impacts the site will include screening and buffering measures. This will include sight obscuring fencing along adjacent RS zoned property. The property involved in this application will have no buildings constructed on it and so will avoid any impacts that might be associated with building construction or building placement. The applicant submitted a traffic analysis which was reviewed by the City Engineer and a 3rd party traffic engineer which indicates the change from Commercial to Medium High Density Residential actually results in less traffic impact than if the property were to be developed consistent with the Commercial designation. The proposed change and subsequent development of this property will allow for the efficient development of the 1-acre site. This criterion is satisfied.

- G. *Section 3.109.04.G. Public facilities and services necessary to support uses allowed in the proposed designation are available or are likely to be available in the near future.*

FINDINGS: The property will be served by all necessary public facilities, transportation and community services. The proposed Comprehensive Plan Map change will allow for the development of the 1-acre portion of the site with a 20-unit multi-family complex. Street frontage improvements will be provided along the frontage of Willow Lake Rd. The Public Works Department submitted comments with conditions and requirements that have been placed as conditions of approval which ensure this criterion will be met. This criterion is satisfied.

The proposal complies with the requirements of the comprehensive plan amendment criteria in Section 3.109.

FACTS: ZONE CHANGE AND RELATED FINDINGS

8. The Review Criteria for a Zone Change is listed in Section 3.110 of the Keizer Development Code (KDC).

- A. *Section 3.110.04.A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.*

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FINDINGS: If the proposed Comprehensive Plan Map amendment from Commercial to Medium High Density Residential on the 1-acre parcel of the proposed partitioned property located at 1141 Chemawa Road is approved, then the proposed rezoning of the property to Medium Density Residential (RM) is appropriate and consistent with the description and policies of the proposed Comprehensive Plan land use designation of the property. This criterion is satisfied.

- B. *Section 3.110.04.B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.*

FINDINGS: The subject property involved in the zone change request consists of the proposed 1-acre parcel that will be the norther parcel of the proposed 2 lot partition. The parcel is proposed to be developed with a 20-unit, multi-family complex. The applicant submitted a site plan that shows a proposed layout, which indicates the property can be developed consistent with the provisions of the RM zoning designation. The ground on each of the two properties is relatively flat with no discernable change in elevation. The parcel does not have any unusual features, nor any apparent physical limitations that might require special measures or considerations that would prevent or impair the development of the proposed use on either parcel. There is an existing wireless telecommunication facility on the parcel which is shown on the applicant's site plan. At the time of development and as a part of the building permit review and approval process, the development will be required to comply with the standards of the Keizer Development Code. As such, the capacity of the parcel will not be exceeded by the proposed development. The proposed use can be accommodated on the proposed site without exceeding the physical capacity of the site. This criterion is satisfied.

- C. *Section 3.110.04.C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Ordinance.*

FINDINGS: The Keizer Development Code outlines specific requirements for property development. These standards govern building design, landscaping, parking, buffering, vision clearance areas, special setbacks, and other applicable development requirements. There is nothing unusual about this property that suggests the allowed uses in the proposed zone change would have any particular difficulty in meeting those development requirements. The property is intended to be developed with a multi-family apartment complex as is shown on the applicant's site plan. Setbacks, lot coverage, and landscaping requirement will be regulated as a part of the building permit review and approval process, which will ensure the development requirements are met. The proposed zone change will satisfy this criterion.

- D. *Section 3.110.04.D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.*

FINDINGS: The existing public facilities have the capacity to meet the service needs of the proposed uses that are permitted within the proposed zone change. The intent of the proposed zone change is the proposed 1-acre parcel can be developed with a multi-family apartment complex. The Public Works Department submitted comments containing conditions and requirements that address public facility provisions necessary for the development, which are conditions of approval for this request. With these conditions of approval, this request meets this criterion.

- E. *Section 3.110.04.E. For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met.*

FINDINGS: The proposed zone change to Medium Density Residential (RM) is to allow the development of the 1-acre parcel with a multi-family apartment complex. This is consistent with the purpose statement of the RM zone which is:

“The RM (Medium Density Residential) zone is primarily intended for multiple family development on a parcel, or attached dwellings on separate lots, at medium residential densities. Other uses compatible with residential development are also appropriate. RM zones are located in areas designated Medium and High Density Residential in the Comprehensive Plan. They are suited to locations near commercial areas and along collector and arterial streets where limited access is necessary so that traffic is not required to travel on local streets through lower density residential areas.”

Therefore, this request complies with this criterion.

- F. *3.110.04.F.. The following additional criteria shall be addressed:*

1. *The supply of vacant land in the proposed zone is inadequate to accommodate the projected rate of development of uses allowed in the zone during the next 5 years, or the location of the appropriately zoned land is not locationally or physically suited to the particular uses proposed for the subject property, or lack site specific amenities required by the proposed use.*

FINDINGS: The City of Keizer currently lacks an adequate supply of land to allow for multi-family development within the Urban Growth Boundary to meet projected growth. The city has undertaken planning efforts through the Keizer Revitalization Plan to re-zone the River Road corridor to mixed use in hopes that additional housing be provided in mixed use buildings. However, the adopted Housing Needs Analysis indicates a need for multi-family development sites.

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Amending the zone designation from Commercial General (CG) to Medium Density Residential (RM) will provide 1 additional acre of additional land to meet this need in a positive manner. The current zoning of the property is CG and it is developed with a commercial operation of a solid waste franchise hauler. The applicant proposes to rezone only the north 1-acre parcel that will result from the partitioning. As was discussed previously in this report, commercial use of this area would result in greater impacts to the surrounding neighborhood, as opposed to what the applicant is proposing with the re-zone. Due to noise, traffic, and aesthetics associated with CG zone, The current zoning of CG is less appropriate for the property that fronts along Willow Lake Rd and adjacent to the established neighborhood. In addition, if the Comprehensive Plan designation is changed to Medium High Density Residential as proposed, the CG designation would be inappropriate and inconsistent with the Comprehensive Plan Designation. The applicant's proposal to change the zoning to RM will promote an efficient and effective use of this parcel for multi-family development. Additionally, it should be noted that there are no other RM zoned parcels available for development in this area that are vacant. This request meets this criterion.

2. *The supply of vacant land in the existing zone is adequate, assuming the zone change is granted, to accommodate the projected rate of development of uses allowed in the zone during the next 5 years.*

FINDINGS: It is important to note that this request involves only 1 acre of land that is currently designated for Commercial Use. The City of Keizer's land use inventory is found in the city's Comprehensive Plan. Currently there is a deficit of available Commercial land within the city, but the applicant's proposal is a logical change that is consistent with the intent of this criteria. The intent of this criteria is that zone changes should not reduce land supplies in a negative manner that eliminate possibilities for development. It should be noted that the Comprehensive Plan encourages multi-family development in conjunction with commercial uses and some of the commercial zones allow for multi-family housing outright. This application, while it does reduce commercial land by 1 acre, is a minimal impact to the overall need identified. Taking into consideration this site is already developed with a viable commercial user, and that it is unlikely to be further developed, this change is merited. This request meets the intent of this criterion.

3. *The proposed zone, if it allows uses more intensive than other zones appropriate for the land use designation, will not allow uses that would destabilize the land use pattern of the area or significantly adversely affect adjacent properties.*

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FINDINGS: The proposed zoned change from Commercial General (CG) to Medium Density Residential (RM) will not adversely affect adjacent properties given that RM zone is less intensive than the CG zone. The proposed land use designation will not destabilize the land use pattern in the vicinity. Rather, it will result in the property developing with a residential use, which is consistent with the surrounding neighborhood. This proposed zone designation will result in an efficient use of the land and will provide for better protections to the residential neighborhood, than the current designation of CG. Therefore, this request meets this criterion.

The applicant has satisfied the criteria for a zone change as requested.

FACTS: PARTITION AND RELATED FINDINGS

The applicant requested to partition the subject property to divide the property into two parcels. The procedure to follow to accomplish the applicant's goal is a partition. Section 3.107 of the KDC sets for the criteria and procedure for a partition.

9. Section 3.107.07 sets forth the criteria for a partition and provides that a partition may be approved provided that the applicant provides evidence of the following:

- A. *Section 3.107.07.A. Each parcel shall meet the access requirements of Section 2.310.03.D.* All lots and parcels created after the effective date of this Ordinance shall provide a minimum frontage, on an existing or proposed public street, equal to the minimum width required by the underlying zone.

FINDINGS: The intent of this provision is to ensure that all lots have a minimum frontage along a street so that access to serve the lots will meet city standards and the lots can be developed in a manner that will ensure all building setback requirements are met. The minimum lot frontage requirement on a public street in the RM zone for multi-family development is 50 feet. Frontage along Willow Lake Rd will be approximately 217 feet and the applicant submitted a site plan with this application showing a proposed layout which demonstrates the property can be developed effectively. The portion of the property which is zoned Commercial General is currently developed with a solid waste franchise hauler with access to Chemawa Road. There are no proposed changes to the parcel which fronts along Chemawa Road. The CG zone does not have minimum lot dimensions or sizes, but rather a requirement that parcels be adequate to contain all structures within the required setbacks. This proposal can satisfy this criterion.

- B. *Section 3.107.07.B. Each parcel shall satisfy the dimensional standards of the applicable zoning district, unless a variance from these standards is requested and approved.*

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FINDINGS: The RM zone requires lots for multi-family developments have a minimum width of 50 feet and a minimum depth of 80 feet. The applicant's site plan and written statement indicate Parcel 1 will exceed the minimum width and depth requirements of the RM zone. Parcel 2 is zoned CG and there are no minimum dimensional standards required in the CG zone. Parcels must be adequate to contain development within required setbacks. Parcel 2 is currently developed with a commercial business (solid waste franchise hauler) and the proposed partition will not affect the existing development on Parcel 2. As a condition of partition approval, each lot must meet the minimum required width and depth requirements of the underlying zone. All dimensions must be shown on the preliminary and final plat. With these conditions, this request can satisfy this criterion.

C. *Section 3.107.07.C. Each parcel shall comply with the requirements of Section 2.310.*

1. ***Section 2.310.03.A. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located.***

FINDINGS: Parcel 1 is proposed to be zoned RM, which requires a minimum lot area of 9,000 square feet for multi-family development. Parcel 1 is proposed to be approximately 1 acre in area. Parcel 2 is zoned CG and is proposed to be 3.38 acres in area. There is no minimum lot size requirements in the CG zone. T this request satisfies this criterion.

2. ***Section 2.310.03.C. Lot width and depth. The depth of a lot or parcel shall not be more than 3 times the width of the parcel.***

FINDINGS: The intent of this provision is to prevent the creation of parcels that are unusually deep and narrow, which can be difficult to serve and develop. In addition, lot width to depth ratios promote an orderly and efficient development pattern and use of property. Parcel 1 is proposed to be approximately 217 feet wide and approximately 200 feet depth, which complies with this standard. Parcels located in zones where there are no minimum lot size requirements are exempt from this requirement. Parcel 2 is zoned CG where there is no minimum lot size, so is exempt. Therefore, this proposal complies with this criterion.

3. ***Section 2.310.03.G. The side lines of lots, as far as practicable, shall run at right angles to the right-of-way line of the adjacent street. The rear lot line shall be no less than ½ the dimension of the front lot line.***

FINDINGS: The intent of this provision is to allow the division of property that will result in uniform shaped lots thereby avoiding difficult to develop parcels. The subject property is a rectangular shaped property that will result in dividing the parcel

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into 2 rectangular shaped lots. The proposed lot lines run at right angles and the rear lot lines are all uniform with each front line not less than ½ the dimension of the front lot line. This development proposal will allow the property to be developed consistent with the provisions of the KDC. Therefore, this request satisfies this criterion.

4. ***Section 2.310.03.H. Utility easements shall be provided on lot area where necessary to accommodate public facilities. Such easements shall have a minimum total width as specified in Section 2.302.04 of the Keizer Development Code.***

FINDINGS: The Public Works Department submitted comments pertaining to utility easements and facilities which have been included as conditions for the partition approval. This is a development requirement and shall be placed as a condition of approval of this partition application. Therefore, this request can comply with this criterion.

5. ***Section 2.310.05.C. Street Frontage Improvements.***

FINDINGS: The City has a legitimate governmental interest in assuring the development does not cause a public problem of inadequate, unsafe or inefficient public transportation facilities or creating dangerous and hazardous traffic conditions by ensuring that adequate street improvements are provided at the time of development. If the street frontage of the subject property exceeds 100' or is located along a collector or arterial street (as designated by the City's Transportation System Plan), or extends an existing dedicated right of way, the applicant shall improve the public street upon which it fronts to current public standards. In addition, multi-family and commercial development require street frontage improvements, even if no partitioning or land use approval is required.

Chemawa Road is improved and no additional improvements are needed along the Chemawa Road frontage. Willow Lake Road is currently not improved, so street frontage improvements will be required. The Public Works Department submitted comments which have been made conditions of approval of this application which require frontage improvements along Willow Lake Road. With this condition of approval, this request will comply with this criterion.

- D. ***Section 3.107.07.D. Improvements or dedications that are required as a condition of development approval, if not voluntarily accepted by the applicant, shall be roughly proportional to the impact of the developments.***

FINDINGS: The City has a legitimate governmental interest in assuring the development does not cause a public problem of inadequate, unsafe and inefficient public transportation facilities. This is done by ensuring that adequate streets are provided in

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order to avoid traffic generation that exceeds the street system's carrying capacity. The Keizer Development Code requires that all new development make road improvements to bring their road classification up to the road classification and construction standards. The legislative adoption of the street standards requires road improvements and road construction to be provided by the development as it occurs in proportion to its impacts. The functional classification of Willow Lake Road is based upon the cumulative traffic impacts from the development of properties in the area which will use the streets, and in this case, the TSP designates Willow Lake Road as a local street. The existing improvements along the frontage of the subject property are inadequate and substandard. The proposed development will generate additional traffic (vehicle trips, bicycle, pedestrian) which will further strain the already inadequate transportation system in place. Therefore, any increase in vehicle, bicycle, or pedestrian traffic would cause dangerous and/or hazardous traffic conditions. Failure to provide the appropriate improvements as outlined in the Keizer Development Code would be grounds for denial of the partition. The Keizer Public Works Department submitted requirements which have been made conditions of approval regarding the improvements necessary. The exact design will be regulated through the public construction permit process, as required by the Public Works Department. Therefore, the required improvements are roughly proportional to the impact of the development and satisfies this criterion.

- E. *Section 3.107.07.E. Each parcel shall comply with the applicable requirements within Sections 2.301 (General Provisions); 2.302 (Street Standards); 2.303 (Off-Street Parking and Loading); 2.305 (Transit Facilities); 2.306 (Storm Drainage); 2.307 (Utility Lines and Facilities); and 2.309 (Site and Landscaping Design).*

1. Section 2.301 General Provisions.

FINDINGS: The intent of this provision is to ensure that new development is served by adequate public facilities and avoid having the situation where the public facilities are inadequate. The Keizer Development Code requires that appropriate public facilities be provided and the Public Works Department submitted comments which specifically outline the requirements for the provision of public facilities to the proposed development. The installation of appropriate public facilities will be ensured through the building permit review and approval process and will be placed as a condition of partition approval; therefore, this proposal satisfies this criterion.

2. *Section 2.302 Street Standards.*

FINDINGS: Street standards are established to provide for safe, efficient, and convenient vehicular movement; adequate access to all proposed developments; and to provide adequate area in all public rights-of-way for sidewalks, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way. The development site fronts Willow Lake Road, and the existing development located on the proposed parcel 2 fronts Chemawa Road. Both are existing public street. Chemawa Road is improved, but Willow Lake Road lacks appropriate improvements. No improvements are required for Chemawa Road, but Willow Lake Road will be required to be improved to full city standards. This will be reviewed and approved through the public construction permit process as regulated by the Public Works Department. This request can satisfy this criterion.

3. *Section 2.302.03.O Trees Along Public Streets.*

FINDINGS: Streetscape trees are required along public streets. Lots measuring less than 60 feet in width shall be required to plant one streetscape tree. Lots measuring 60 feet or more in width shall be required to plant two streetscape trees. Trees must be planted within the boundaries of each lot and within 10' of the public improvements. Parcel 2 is currently developed with a commercial use and full frontage improvements, and therefore this criterion is not applicable to Parcel 2. At the time of development of Parcel 1, streetscape trees shall be provided along Willow Lake Road. These trees will be required to be shown in the landscaping plan required as a part of the building permit review and approval process. This request can satisfy this criterion.

4. *Section 2.303 Off-Street Parking and Loading:*

FINDINGS: Section 2.303.06 regulates parking requirements for multi-family development. The applicant submitted a site plan that shows they intend to provide 34 parking spaces to serve the complex. The traffic analysis review prepared by DKS engineering provided comments on the site plan indicating that some of the parking spaces shown at the end of drive aisles appear problematic and that AutoTurn templates should be submitted to the City for review to assure the proposed parking is functional. Section 2.306 requires that 1.5 parking spaces per 2-bedroom unit and 1 parking space per 1-bedroom unit + 1 additional parking space for every 10 dwelling units be provided. There are 12 - 2-bedroom units, and 8 - 1-bedroom units proposed for a total of 20 dwelling units. This requires 28 total parking spaces for the proposed development. The applicant's proposal shows that the parking requirements outlined in the development code can be met. At the time of development of the

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multi-family complex, parking requirements will be reviewed and approved through the building permit review and approval process. Parking lot landscaping will also be required for the multi-family complex and be reviewed and approved as a part of the landscaping plan review and approval in conjunction with the building permit review and approval. With these conditions, this proposal can comply with this criterion.

5. *Section 2.305 Transit Facilities:*

FINDINGS: No transit facilities are proposed with this development. Transit service is available nearby on Windsor Island Road and there is transit stop located at the intersection of Willow Lake Road and Windsor Island Road. Therefore, this criterion is met.

6. *Section 2.306 Adequate storm drainage shall be available to serve the existing and newly created parcels.*

FINDINGS: The intent of this provision is to ensure adequate storm drainage is provided, and avoid having runoff from properties becoming a nuisance or hindrance to other properties. The applicant provided a preliminary drainage report as a part of their application.

The Public Works Department has submitted comments regarding the requirements for storm drainage facilities. Prior to final plat approval, a storm drainage plan must be designed for the on-site improvements meeting the current design standards. No storm water runoff from the new development shall be directed to Chemawa Road or Willow Lake Road. Plans for on-site drainage shall be submitted to the Public Works Department for approval of the method of disposal of the storm water. Any UIC for the storm water proposal will have to be registered with the State of Oregon. With these conditions of approval, this request can satisfy this criterion.

7. *Section 2.307 – Utility Lines and Facilities: Adequate public facilities shall be available to serve the existing and newly created parcels.*

FINDINGS: The intent of this provision is to allow new development to be served by public facilities thereby avoiding the need to connect into private systems and avoid any potential groundwater contamination issues. Public water and sewer are available to serve the development. The Public Works Department submitted written requirements that are conditions of this partition approval addressing the specific public facility requirements relating to sanitary sewer, water, and street and drainage improvements necessary to accommodate the development. With these conditions of approval, this request complies with this criterion.

8. Section 2.309 Site and landscaping design.

FINDING: The applicant will be required to submit a landscaping plan for review and approval in conjunction with the building permit review and approval process for the proposed multi-family development. Landscaping will be required to be provided consistent with the provisions of section 2.309. This will be regulated through the building permit process. Screening and buffering methods will be required to be employed between the proposed multi-family use and adjacent single-family residential property to the west, as well as screening being provided between the proposed multi-family development and adjacent commercial general use. Section 2.309 also regulates the removal and replacement of significant trees. No trees are proposed to be removed with this development, and there are no significant trees located in the area proposed for development of the multi-family complex. With the above-mentioned conditions; this request will comply with this criterion.

F. Section 3.107.07.F. Adequate public facilities shall be available to serve the existing and newly created parcels.

FINDINGS: The applicant has indicated that public water and sewer are available or can be extended to serve the subject property. As a condition of partition approval, the requirements of the Public Works Department regarding public facilities must be adhered to. This request satisfies this criterion.

As conditioned, the applicant has met the criteria for a partition.

EXHIBIT "D"

Justification

The applicant has the burden of proving that the application meets relevant standards and criteria to be applied in the particular case.

In this case, the applicant is requesting to divide an existing 4.38 acre into two separate parcels comprised of approximately one acre and approximately 3.38 acres in area. The southern 3.38 acre parcel is developed with an existing commercial sanitation service provider and will continue to obtain its access from Chemawa Rd N. The northern one-acre parcel is proposed to obtain access from Willow Lake Rd and the applicant is proposing a comprehensive plan map amendment from Commercial to Medium and High Density Residential and a zone change from Commercial General to Medium Density Residential to the one-acre parcel to allow for the future development of a 20-unit multi-family development.

The applicant has shown the application meets with the relevant criteria. However, the record shows that the City has a deficit of land available for commercial purposes, but it also shows that there is a deficit of Medium and High Density Residential (MHDR) designated land. This could be a situation where the proposed Comprehensive Plan Map Amendment just makes the deficit of available commercial land worse, while making a small incremental improvement to the Medium and High Density Residential (MHDR) supply, it has been determined that an acre-for-acre change and comparison is not the best way to view and evaluate the goals and policies implicated in this situation. It has been determined that in balance, efficient development will likely be encouraged by development of this one acre for Medium and High Density Residential (MHDR) allowed uses. In balancing competing goals and policies, the proposed Medium and High Density Residential (MHDR) Comprehensive Plan Map designation and RM (Medium Density Residential) zone will make the best use of the subject property and will have an overall benefit to the community.

With the determination that it is appropriate to grant the Comprehensive Plan Map Amendment, the proposed Zone Change from Commercial General to Medium Density Residential is the most appropriate zoning for the 1 acre parcel.

The applicant has demonstrated that when the conditions set forth in Exhibit "E" are imposed and complied with, the proposal meets the applicable criteria. As conditioned, the application should be granted.

EXHIBIT "D"

Page 1 of 1

EXHIBIT "E"

Action

The City of Keizer hereby ORDERS as follows:

The application to divide an existing 4.38 acre parcel into two separate parcels comprised of approximately one acre and approximately 3.38 acres in area and to change the comprehensive plan map amendment from Commercial to Medium and High Density Residential and zone change from Commercial General to Medium Density Residential to the one-acre parcel is hereby GRANTED subject to the following conditions and requirements:

General:

1. The Keizer Development Code requires the developer to connect to public utility services. The Development Code also requires all utility services to be placed below ground. These requirements apply to this request. Further, the developer is responsible for all utility connection costs. The City's System Development Charges for park development, water system improvements and transportation improvements shall be the fee in place at the time of building permit applications. These Development charges, as well as those involving the extension of sewer, water, and storm drainage, will apply to this request.
2. The Comprehensive Plan Map amendment and Zone Change will be effective upon recordation of the partition plat.
3. The development of the property shall comply with all applicable requirements of the Keizer Development Code, other applicable City regulations and the building requirements of the Marion County Building Inspection Division.
4. The proposed multi-family development on Parcel 1 will be limited to 20 units, as proposed, and the building and site design (including landscaping) must comply with all provisions of the Keizer Development Code.

Prior to Preliminary Plat Approval:

5. A detailed preliminary plat shall be submitted to the Marion County Surveyor's Office for review. The Marion County Surveyor's Office will then submit the preliminary plat to Keizer for review. The Preliminary Plat must be submitted for review prior to submittal of a final plat.
 - a. Parcels ten acres and less must be surveyed.
 - b. Per ORS 92.050, plat must be submitted for review.

EXHIBIT "E"
Page 1 of 5

- c. Checking fee and recording fees required.
- d. A current or updated title report must be submitted at the time of review. Title reports shall be no less than 15 days old at the time of approval of the plat by the Surveyor's Office, which may require additional updated reports.

The detailed preliminary plat shall include the following provisions:

- e. The preliminary plat shall substantially conform to the proposed partition request.
- f. Lots shall comply with all area and dimension requirements for the proposed underlying zone.
- g. Include all engineering elements as required by the Department of Public Works requirements.
- h. Include a signature line for the City Engineer

Prior to Final Plat approval (Mylar):

- 6. The applicant shall submit a final partitioning plat prepared by a registered professional surveyor which conforms to the approved preliminary plat. Following plat approval, the final plat and title transfer instruments accomplishing the property adjustments shall be recorded with the Marion County Clerk within 2 years of the date of the final decision. The plat shall include all engineering elements as required by the Department of Public Works.
- 7. The following applicable requirements/conditions of the Public Works Department must be met as outlined below:

GENERAL CONDITIONS

Access to the property currently is from Chemawa Road N. and Willow Lake Road N. After the partition is platted, access to the northerly area, Proposed Parcel 1 will be from Willow Lake Road N. and access to the southerly area, proposed Parcel 2 will be from Chemawa Road N.

SANITARY SEWERS:

It is the developer's responsibility to connect the proposed development to the appropriate master plan sewer lines designed to serve the area.

- a) City of Salem approval for local sewer permits will need to be issued prior to construction. Street opening permits will be required for any construction within a public street.
- b) Connecting to existing sewers that serve the general area will be the responsibility of the developer of the property. Each parcel will be required

EXHIBIT "E"

Page 2 of 5

to have its own sanitary sewer service and will be required to connect to an approved public sanitary sewer line. Plans for connection to the sanitary sewer system shall be submitted to the City of Keizer and the City of Salem for both parcels and shall be permitted by the City of Salem prior to approval of the proposed partition plat.

- c) Appropriate easements will be required for any public sewer mains located within the subject property if located outside platted right of ways. Easements will be required for all private sewer lines that cross private properties.
- d) The subject property is 4.306 acres and is located outside the original sanitary sewer district, therefore the property is subject to a sanitary sewer acreage fee of \$7,460 per acre unless the applicant can show that the acreage fee has been paid. The total sanitary sewer assessment fee of \$32,107.84 for the subject property shall be paid prior to the recording of the proposed partition plat.

WATER SYSTEM:

- a) An overall plan indicating how water service will be provided to the proposed new parcels shall be submitted to the Public Works Department. The plan shall indicate where fire hydrant service is currently located and where any new fire hydrants will be located. Any new required fire hydrants shall be located within adequate public easements dedicated to the City of Keizer. The applicant will be required to submit their development plan to the Keizer Fire District for determination of where fire hydrants are required. The District's decision shall be forwarded to the Public Works Department for final review.
- b) Each parcel shall have its own water service. Provisions for connecting any future or existing structures to an approved public main shall be a requirement prior to the approval of the proposed partition plat. Location of water meters shall be submitted for approval to the Public Works Department.

STREET AND DRAINAGE IMPROVEMENTS:

- a) Public street improvements will be required for Willow Lake Road.
- b) The Keizer Development Code requires standards for private access easements. It will be the responsibility of the applicant to provide for adequate maintenance agreements for any existing or proposed access easements.

- c) The applicant has submitted a Traffic Analysis for the subject application and a review from DKS Associates is attached.
- d) A storm drainage plan shall be designed for the on-site improvements meeting the current design standards. No storm water runoff from the new development shall be directed to Chemawa Road or Willow Lake Road. When the storm water system is designed, the required improvement between the new sidewalk and pavement will be determined by the City. Plans for the on-site drainage shall be submitted to the Public Works Department for approval of the method of disposal of the storm water. Any UIC for the storm water proposal will have to be registered with the State of Oregon.

OTHER

- a) Construction permits are required by the Public Works Department prior to any public facility construction.
- b) A Pre-design meeting with the City of Keizer Public Works Department will be required prior to the Developer's Engineer submitting plans to either the City of Keizer or the City of Salem for review.
- c) Street opening permits are required for any work within the City Right of Way that is not covered by a Construction Permit.
- d) A Pre-construction conference shall be required prior to commencement of any construction under permits issued by the City.
- e) The Partition Plat shall include a signature line for the City Engineer.
- f) Any existing wells on the subject property shall be abandoned in accordance with the Oregon State Water Resources Department.

Prior To Obtaining Building Permit(s):

- 8. All required public utility services shall be completed to the satisfaction of the Department of Public Works.
- 9. A landscaping plan must be submitted for review and approval demonstrating compliance with landscaping provisions and parking lot landscaping. The plan must show streetscape trees along Willow Lake Road.
- 10. Parking space functionality must be confirmed to the satisfaction of the City Engineer for the parking lot layout. AutoTurn templates should be submitted to the City confirming proposed parking stalls are functional.

EXHIBIT "E"
Page 4 of 5

Prior to Obtaining Building Permit Final for the dwelling on Parcel 1:

11. Sight distance must be verified, documented, and stamped by a registered professional Civil Engineer licensed in the State of Oregon to assure that buildings, signs, or landscaping does not restrict sight distance.
12. The residential address requirements found in the Oregon Uniform Fire Code shall be completed as approved by the Keizer Fire District and City of Keizer Planning Department.
13. Landscaping shall be provided as required by the approved landscaping plan including street trees, parking lot landscaping and screening and buffering to adjacent uses.
14. Applicant or any contractors building on the parcel shall comply with all applicable city regulations regarding noise, dust times of construction, etc.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Authorizing the Keizer Community Center to do business as the Keizer Event Center

Proposed Motion

I move that the City Council adopt Resolution R2024-_____ Adopting Use Policies and Rates for the Keizer Event Center; Repealing Resolution R2023-3423.

I. Summary

During the November 13, 2023 City Council Worksession and the November 20, 2023 Regular City Council Meeting, it was discussed changing the Keizer Community Center to the Keizer Event Center to better reflect the types of services and events offered at that venue. Specifically, community center implies some level of city-sponsored programming consistent with a park and recreation program, while the event center implies providing meeting space for events such as weddings, birthday parties and business meetings. To have the documentation consistent, City staff is recommending that Resolution R2023-3423 - Adopting Use Policies and Rates for the Keizer Community Center Rooms; Repealing Resolution R2018-2932 be repealed and a new Resolution be adopted to amend the name.

II. Background

- A. During the November 13, 2023 City Council Worksession and the November 20, 2023 Regular City Council Meeting changing the name of the Keizer Community Center to Keizer Event Center was discussed.
- B. During the Regular City Council meeting it was requested that all documentation be consistent with respect to a name change.

III. Current Situation

- A. A revised resolution has been prepared to reflect the change from Keizer Community Center to Keizer Event Center.

IV. Analysis

- A. **Strategic Impact** - This name change is consistent with the City Council's short-term goal of adapting the Community Center policies and practices to run optimally.
- B. **Financial** - The underlying marketing materials are being updated to reflect the change in the use agreement. As such there is minimal cost of implementing the name change.
- C. **Timing** - The name change would be effective January 1, 2024.
- D. **Policy/Legal** - Consistent with historical practice and policies naming or changing the name of City structures falls under the authority of the City Council.

V. Alternatives

- A. Adopt the attached resolution authorizing the Keizer Community Center to do business as the Keizer Event Center.
- B. Take no action and the Keizer Community Center will retain its existing name.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution Adopting Use Policies and Rates for the Keizer Event Center.

Attachments

- 1. RES_CC_Res 2024 Adopting Use Policies and Use Rates for Keizer Event Center_1 2 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

ADOPTING USE POLICIES AND RATES FOR THE
KEIZER EVENT CENTER; **REPEALING**
RESOLUTION R2023-3423

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

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

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 participants other than the actual meal cost, if a meal is served.
- 2 g. City-Hosted Educational Outreach Events. No registration fee may
- 3 be charged to the participants.
- 4 h. Outside Committees/Groups. With City Manager approval,
- 5 organizations connected with the City or benefitting City residents
- 6 such as Keizer United, Claggett Creek Watershed Council, and
- 7 Community Emergency Response Team may hold one meeting per
- 8 month in one or two small rooms. No registration fee may be
- 9 charged to the participants.
- 10
- 11 3. Other Agreements Exempt. Organizations with specific agreements for
- 12 Event Center Room use are not subject to the above rates. The City
- 13 Manager is authorized to negotiate and reduce the use rates for
- 14 organizations who request repeating scheduled use for a term not exceeding
- 15 two (2) years.
- 16
- 17 4. Council Approved Uses. The City Council may reduce or waive rates,
- 18 deposits or other costs for certain uses if, in the Council's sole discretion,
- 19 the use is a significant benefit to the Keizer community considering such
- 20 factors as the City's fixed and non-fixed costs, staff resources, wear and
- 21 tear on the facility, and other factors deemed appropriate by Council.
- 22
- 23 5. Additional Facility Charges. The City Manager is authorized to adopt and
- 24 impose surcharges for rental rates for additional facilities, including, but not
- 25 limited to stages, audio/visual equipment, computer equipment, kitchen
- 26 usage and additional labor expenses. The City Manager is authorized to
- 27 impose deposits, fees or additional charges as City Manager may deem
- 28 appropriate in their discretion.
- 29
- 30 6. Use Rates Subject to Facility Agreement. The use rates set forth herein are
- 31 subject to the provisions of the Facility Use Agreement as authorized by the
- 32 City Manager. The City Manager is authorized to amend the use rates if in
- 33 the City Manager's discretion such amended rates provide increased
- 34 transient occupancy taxes, other identifiable economic benefits to the
- 35 citizens of the City as a whole, or other identifiable fiscal benefits to the
- 36 City of Keizer administratively.
- 37
- 38
- 39
- 40
- 41
- 42

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

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

7 PASSED this _____ day of _____, 2024.

8

9 SIGNED this _____ day of _____, 2024.

10

11

12

Mayor

13

14

15

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Event Center Use Fee Waiver - Keizer Chamber of Commerce - First Citizen's Banquet

Proposed Motion

I move the City Council approve a waiver of the Event Center use fee of \$3,275 for the Keizer Chamber of Commerce First Citizen's Banquet on January 20, 2024 but charge for the refundable security deposit of \$1,500 and \$262.50 for third party security personnel.

I. Summary

Corri Falardeau, the Executive Director of the Keizer Chamber of Commerce, has requested a use fee waiver for their First Citizen's Banquet on Saturday, January 20, 2024. Ms. Falardeau's letter of request is attached to this report. The event is open to the public and tickets are available for purchase at \$65 per person. The 2024 event will honor recipients of the Keizer First Citizen award, Merchant of the Year award, President's Choice award, Service to Education award, and the Dennis Koho Future First Citizen award. Estimated attendance is 300 people.

The rental rates for the Ballroom are \$187.50 per hour (includes Keizer-based 501(c) non-profit organization 25% discount) along with a refundable security deposit of \$1,500. The Chamber has requested access to the ballroom on the day of the event from 7:00 am until 11:00 pm. The rental rate for this time period, including security, stage, and media equipment, is \$3,275. Staffing required to set the ballroom, cover the preparation and event time, and clean/reset the ballroom is estimated to be 36 hours or \$1,800 and included as part of the per hour use fee. In addition, third party security personnel will be required during the hours of alcohol service at an additional \$262.50.

II. Background

- A. On December 5, 2023 Corri Falardeau submitted a letter requesting a rental fee waiver for the 2024 Keizer Chamber of Commerce First Citizens Banquet.
- B. The Keizer City Council waived rental fees for the 2023 Keizer First Citizen Banquet but charged for staffing and outside security.

III. **Current Situation**

- A. The City has received and approved the completed use agreement for the event.
- B. No other request for room reservations on this date have been received.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The financial impact of this request is a reduction in rental income of \$3,275 for the Event Center.
- C. **Timing** - The event is scheduled to occur on January 20, 2024.
- D. **Policy/Legal** - The City Council has the sole authority to grant use fee waivers for use of the Event Center.

V. **Alternatives**

- A. Approve a waiver of the Event Center use fee of \$3,275.
- B. Approve a waiver of the Event Center use fee of \$3,275 and the third party security fee of \$262.50.
- C. Deny the request for a waiver of the Event Center use fee.

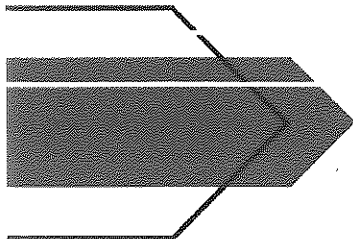
VI. **Recommendation**

Staff recommends the city Council approve a waiver of the Event Center use fee of \$3,275 but charge \$262.50 for the third party security and \$1,500 for the refundable security deposit.

Attachments

1. LTR_CC_Keizer Chamber of Commerce Letter Requesting Fee Waiver_01 02 24

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



4118 River Road N
Keizer, Oregon 97303
KeizerChamber.com

12/5/2023

To Mayor Cathy Clark, Council President Starr, City Councilor's, and City Staff,

Each year in partnership with the City of Keizer the Keizer Chamber can hold The First Citizen's Banquet. We are very grateful for the support and partnership from the city for this event and the many other events you allow us to hold her at the Civic center.

The Keizer Chamber and the First Citizen's Committee would like to request the waiver of all fees acquired through the rental and use of the Civic Center for the First Citizen's Banquet. This would be an incredible support for the Keizer Chamber to allow us to make this event an evening to remember.

Thank you so much for your consideration.

Sincerely

Corri Falardeau
Executive Director

EXECUTIVE BOARD

Jane Lowery

Claire Juran

Jaci Smith

Jonathan Thompson

James Hutches

DIRECTORS

Darrell Fuller

Mike Gatchet

Kyle Juran

Leslie Risewick

Markey Toomes

Jeremy Turner

Dave Walery

Kalynn Wright

503.393.9111

info@KeizerChamber.com

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



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Waterline Replacement Project

Proposed Motion

I move the City Council adopt Resolution R2024-___ Authorizing the City Manager to Award and Enter into an Agreement with Pacific Excavation, Inc. for 2024 Waterline Replacement Project.

I. Summary

This project includes the replacement of approximately 1,263 feet of steel water main with ductile iron water main, new fire hydrants, valves, service updates and all other appurtenances necessary to completely replace the steel water main.

II. Background

- A. The Public Works Department solicited bids for the replacement of the steel water mains on a portion of Rivercrest Drive, from Dearborn Avenue N to Rafael Avenue N, and on Evans Street N from Rivercrest Drive to the east property line of 770 Evans Street.
- B. A total of sixteen bids were received and opened on December 21st, 2023 at 2:00pm. The bids ranged from a high of \$495,889.85 to a low of \$270,049.00. The lowest responsive bid was submitted by Pacific Excavation Inc.
- C. The engineer's estimate for the project is \$315,000.00.

III. Current Situation

- A. The existing steel pipeline is due for replacement.
- B. Replacing the pipeline will result in all the pipe on this section of Rivercrest Drive having ductile iron pipe and will loop the waterline on Evans Street, which is currently a dead end.

IV. Analysis

- A. **Strategic Impact** - Replacement of the steel water mains citywide is identified in the

adopted 2012 Water Master Plan Update, Capital Improvement Program.

- B. **Financial** - Funds for this project are identified in the City Council adopted Fiscal Year 2023/2024 Water Facility Fund budget.
- C. **Timing** - Approval of this request will allow the project to be completed prior to the annual watermain flushing program.
- 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 Pacific Excavation Inc. for the 2024 Waterline Replacement project.
- B. Take no action – Not approving this project could result in staff needing to repair additional leaks in the existing steel pipeline.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution.

Attachments

- 1. RES_CC_Res 2024 Authorizing City Manager to Award and Enter Into Agreement - Waterline Replacement Project

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-_____

4
5 AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
6 INTO AN AGREEMENT WITH PACIFIC EXCAVATION, INC. FOR
7 2024 WATERLINE REPLACEMENT PROJECT
8

9 WHEREAS, replacement of water mains citywide is identified in the adopted
10 Water Master Plan Update Capital Improvement Program;

11 WHEREAS, the City solicited bids for the replacement of water mains of various
12 city streets in the City;

13 WHEREAS, sixteen bids for this project were received and opened. Pacific
14 Excavation, Inc. submitted the low responsive bid for a total amount of \$270,049.00. The
15 City Engineer has reviewed and certified the bids;

16 WHEREAS, a notice on intent to award the bids was sent to the bidders on
17 December 22, 2023;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
20 is hereby authorized to award the contract to, and if no objections are received, enter into
21 an agreement with Pacific Excavation, Inc. for a total of \$270,049.00 to replace water
22 mains within the City. Funding for this project is from the Water Facility Replacement
23 Fund.
24
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 _____, 2024.

4

5 SIGNED this _____ day of _____, 2024.

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Mayor

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City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Reitz Well Pump Installation

Proposed Motion

I move the City Council adopt Resoution R2024-___ Authorizing the City Manager to Enter into a Contract with Cascade Water Works, LLC for New Reitz Well Pump Installation.

I. Summary

The Reitz well site recently had a new well drilled to replace the original well that had failed. The new well is capable of producing more water than the original well and a larger pump is necessary.

II. Background

- A. Bids were solicited through the informal bidding process for the installation of a new well pump. Bid requests were sent to 6 contractors. Two bids were received by the December 7th, 2023 deadline.
- B. The bids ranged from a high of \$44,847.00 to a low of \$34,511.62 with Cascade Water Works submitting the lowest responsive bid.
- C. The engineers' estimate for the project was \$40,000.00 to \$50,000.00.

III. Current Situation

- A. The new well is not usable for producing water without a pump installed.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - The \$34,511.62 for the well pump and installation is included in the \$990,000 capital outlay line item in the City Council adopted FY 23/24 Water Facility Fund budget.
- C. **Timing** - Approval of this project will allow the well to be in service producing water before the increase in demand happens in the spring.
- D. **Policy/Legal** - City Council approval is required to award this contract.

V. Alternatives

- A. Approve the attached Resolution.
- B. Take No Action - The new well will not be able to produce water for use by the community.

VI. Recommendation

Staff recommends that the City Council adopt the attached Resolution.

Attachments

- 1. RES_CC_Res 2024 Authorizing City Manager to Sign Reitz Well Pump Installation Contract_1 2 2024
- 2. EXH_CC_Exh A_Reitz Well Pump Installation Contract_1 2 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH CASCADE WATER WORKS, LLC FOR NEW
REITZ WELL PUMP INSTALLATION

WHEREAS, a new well was drilled in 2023 at the Reitz Well that requires a new well
pump to be installed;

WHEREAS, bids were solicited through the informal bid process and two bids were
received;

WHEREAS, Cascade Water Works, LLC submitted the low bid in the amount of
\$34,511.62 for this project and staff believes the cost is equitable and fair;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
hereby authorized to enter into the attached contract with Cascade Water Works, LLC for a total
cost of \$34,511.62. Funding for this project is from the Water Fund.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

CONTRACT
FOR
NEW REITZ WELL PUMP INSTALLATION

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "Owner", and Cascade Water Works, LLC, 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 March 8, 2023.
3. **CONTRACT SUM.** The Contract Sum is Thirty-Four Thousand, Five Hundred Eleven and 62/100 Dollars (\$34,511.62). See Exhibit "B" (Proposed Bid) attached hereto and by this reference incorporated herein.
4. **PAYMENTS.** Contractor may request a partial payment for the work performed each month. Such request shall be prepared by the Contractor and approved by Owner, provided that the Contractor is performing the overall job in a diligent manner. The payment request shall accurately and completely detail all work completed up to the date of the request.

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. Such payment shall be conditioned, however, upon submission by the Contractor of evidence, satisfactory to the Owner, that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid in full.

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.

5. **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.

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

OWNER:

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

CONTRACTOR:

Cascade Water Works, LLC
3630 Kashmir Way SE
Salem, OR 97317

8. **LICENSES AND PERMITS.** Contractor 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.

9. **RESPONSIBILITY OF PUBLIC WORKS DIRECTOR.** The term "Public Works Director" herein shall be Bill Lawyer, or his duly authorized representative. The Public Works Director shall have full authority to interpret the plans and specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under this Contract. It shall be the duty of the Public Works Director to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications.
10. **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.
11. **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 liability insurance required is as follows:
- a. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$2,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$4,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

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

12. **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.

13. **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.

14. **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.

15. **SAFETY MEASURES.** Contractor agrees that Contractor, Contractor's employees, and subcontractors will comply with all OSHA regulations applicable to the work being performed. Contractor further understands and agrees that work sites under this project vary from low traffic to very high traffic flow and that Contractor shall use appropriate traffic control measures. 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.

16. **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.

17. **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.

18. **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.

19. 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 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.

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

20. **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.

21. **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.

22. **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.

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

24. 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.

25. 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.

26. 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.

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

28. 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.

29.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.

30.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.

31.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

CASCADE WATER WORKS, LLC

By: _____
Adam J. Brown,
City Manager

By: _____

Justin Beggs
Member

APPROVED AS TO FORM:

Keizer City Attorney

City of Keizer
New Reitz Well
Well Pump Installation

Scope of Work:

- 1) Mobilize over the new Reitz Well at the Bair Park Reservoir/Reitz Booster Pump Station site. The existing Maass model MB-6" pitless adapter has been sandblasted, recoated, and welded onto the new 12" well casing. The existing 6" piping and two (2) 2" PVC conduits have been rerouted and extended/connected to the pitless unit. The Contractor shall furnish and install two (2) replacement O-rings onto the Maass MB spool.
- 2) Provide and install a new submersible well pump to fit the design conditions of 600 GPM @ 299' TDH. The following two pumping units have been preapproved; any other pump must be submitted in advance of bid for approval:
 - a) Franklin model FST-9FLC-2 stage with 7.06" trim
 - b) Goulds model 8RJHC-4 stage with 4.75" trim

The unit shall be equipped with a 60 HP, 460 VAC, 3-phase, 6" diameter Hitachi VFD compatible standard submersible motor. Well pump and motor shall comply with NSF-61 certification for contact with potable water.

- 3) Pressure wash exterior and reuse 210' (10 joints) of existing 6" T&C riser pipe. Relocate pipe from the storage location adjacent to the existing fence to the new well. Install new 215' +/- of #2/4 flat jacketed 75°C rated submersible pump cable during new pump installation. Splice drop cable to motor lead using a taped and heat-shrink covered pressure watertight splice with crimped "Sta-Kon" connectors. Replace existing airline and riser check valve with new ¼" 250 psi rated polyethylene airline and 6" 300 psi rated riser check valve. Install the new airline to a depth of 200' and terminate below the pitless cover with a 100-psi gauge, ¼" tee, and Schrader valve assembly. Provide and install 200' of 1" Schedule 40 PVC NSF-61 approved waterline 10' above the well pump for the sensor. Cap lower end and cut 40- ¼" x 4" slots in lowest 10' of PVC (4 per foot @ 90 degree spacing), remove all shavings. Secure drop cable, PVC, and airline to drop pipe using 10 mil Plumbers tape at intervals not exceeding ten feet (10'). Provide and install into the 1" PVC sensing line one (1) Druck Series 1800 loop powered submersible pressure transmitter, calibrated for 4-20 mA DC output at a corresponding pressure range of 0-75 psig. The sensor shall be provided with 210' of sealed cable. Store the remaining length within the pitless upper barrel.
- 4) Chlorinate well before installation and, using a wand sprayer, disinfect all components of the pumping system during installation with a mixture of Sodium Hypochlorite and water at a strength with no less than 100 mg/l (PPM) of active chlorine.
- 5) Secure the services of an Oregon licensed Electrician to provide Labor and Material to provide and route (3) #2 AWG THWN 75°C rated copper AC power conductors & (1) #6 AWG THWN 75°C rated copper equipment grounding conductor offset cable from the wellhead to the existing VFD and (1) #16/4 (2-pairs) of twisted and shielded PVC jacketed DC instrumentation cable (Belden or equal) to the existing RTU in the adjacent wellhouse. Provide watertight splices between the drop cable and offset conductors and the instrumentation offset and sensor cable at the wellhead. Route (1) #2 AWG copper bonding conductor with the AC conductors from the main power supply neutral and bond to the pitless unit. Both circuits shall be separately routed through the two (2) 2" PVC conduits provided and installed by others to the wellhead junction box.
- 6) The Contractor shall assist with starting and verifying the performance and current draw of the new well pump, however, the City will provide the needed services to adjust the well pump VFD.

CITY OF KEIZER, OREGON REITZ REPLACEMENT WELL PUMP INSTALLATION PROJECT NOVEMBER, 2023

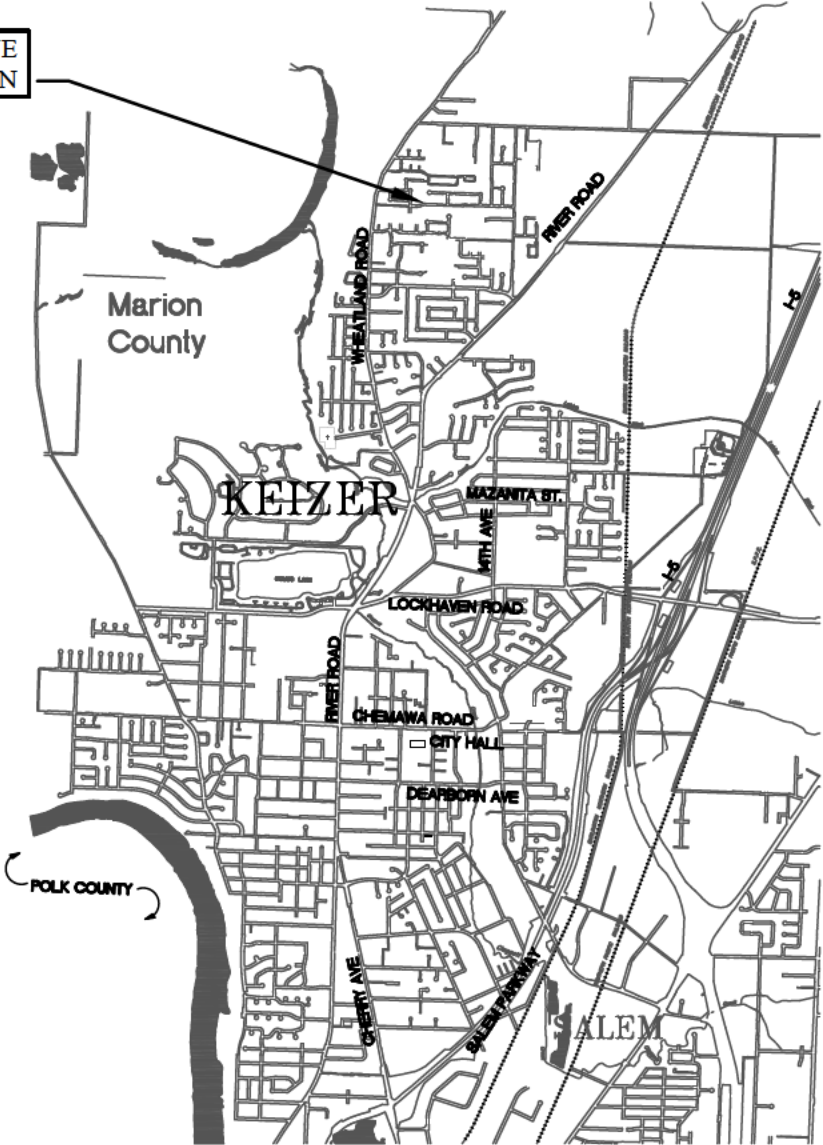
DESIGN ENGINEER:
4B ENGINEERING
EDWARD BUTTS, PE
BROOKE SHATTUCK
4454 71ST AVE SE
SALEM, OREGON 97317

OWNER:
CITY OF KEIZER
BILL LAWYER
PUBLIC WORKS DIRECTOR
PO BOX 21000
KEIZER, OREGON 97307

DRAWINGS

SHEET 1: COVER SHEET
SHEET 2: WELLHEAD SECTION

1065 BAIR ROAD NE
PROJECT LOCATION



VICINITY MAP-NTS

4B ENGINEERING & CONSULTING, LLC
4454 71ST AVE SE
SALEM, OREGON 97317
(503) 580-8152

CITY OF KEIZER
REITZ REPLACEMENT WELL
PUMP INSTALLATION PROJECT
COVER SHEET

PREPARED FOR:
CITY OF KEIZER

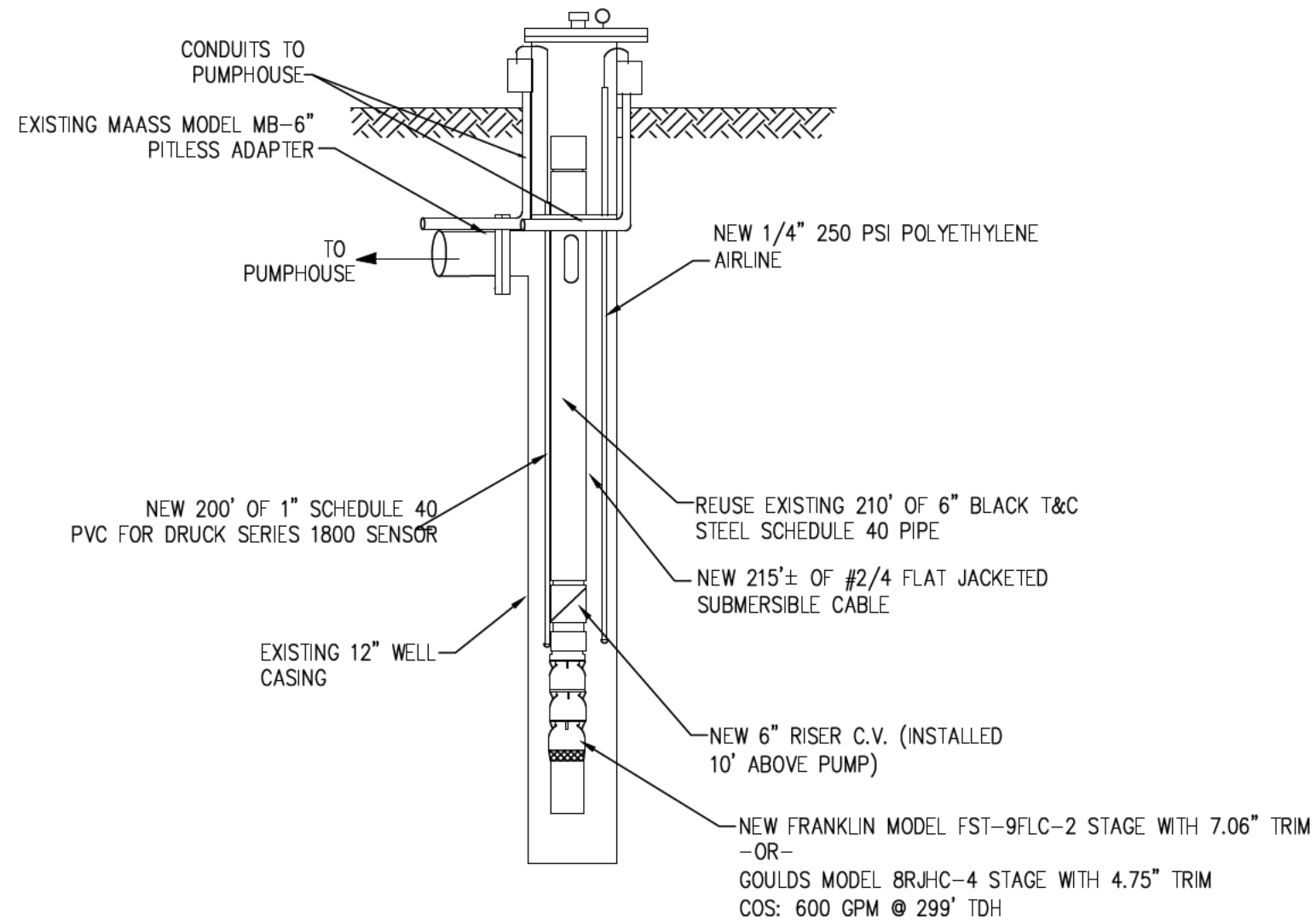
DESIGN: EDWARD P. BUTTS, P.E.
DRAWN: BROOKE SHATTUCK
DATE: NOVEMBER 8, 2023
DRAWING:
SCALE: AS SHOWN

REVISIONS:		
No.	Date	By

SHEET:
1



DIGITAL



WELLHEAD SECTION

SCALE: N.T.S.

4B ENGINEERING & CONSULTING, LLC
4454 71ST AVE SE
SALEM, OREGON 97317
(503) 580-8152

CITY OF KEIZER
REITZ REPLACEMENT WELL
PUMP INSTALLATION PROJECT
WELLHEAD SECTION

PREPARED FOR:

DESIGN: EDWARD P. BUTTS, P.E.

DRAWN: BROOKE SHATTUCK

DATE: NOVEMBER 8, 2023

DRAWING:

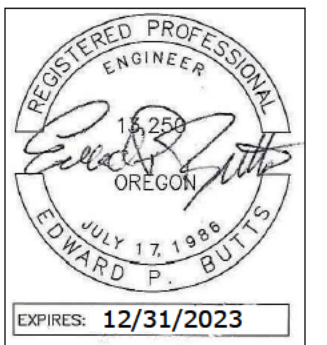
SCALE: AS SHOWN

REVISIONS:

No.	Date	By

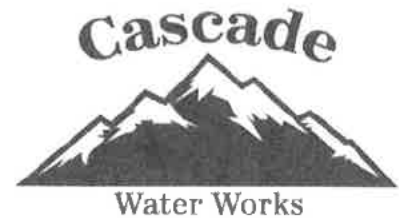
SHEET:

2



DIGITAL

Cascade Water Works LLC
3630 Kashmir Way SE
Salem, OR 97317
503-364-4888



Estimate

ADDRESS

City of Keizer
PO Box 21000
Keizer, Oregon 97307

ESTIMATE # 1368

DATE 12/07/2023

EXPIRATION DATE 01/05/2024

DESCRIPTION

AMOUNT

New Reitz Well Pump Installation

Scope of Work:

Well pump installation per supplied scope of work and drawings.

Labor

4,320.00

Equipment

1,994.00

Parts & Materials:

17,709.62

-FW 8HC-3 NSF CERT Pump End

-6" Motor 60 HP 460V 3PH Hitachi 2P/3600

-Druck Series 1800 Loop Powered Submersible Pressure Trans

-1" SCH 40 PVC NSF - 61

-2/3 Flat Jacket Sub Cable W/Ground

-Wire Splice Kit

-Mass Midwest MB O-Rings

-6" Riser Check

-1/4" Tubing & Pressure Gauge Assembly

Subcontractor:

10,488.00

Electrician

Please sign below and return one copy of this document to signify acceptance and acknowledgement.

TOTAL

\$34,511.62

Accepted By

Accepted Date



MINUTES
KEIZER CITY COUNCIL
Monday, December 4, 2023
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:24 p.m.

ROLL CALL Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Robert Husseman, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor
Youth Councilor Grayton Woodard

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder

FLAG SALUTE Mayor Clark led The Pledge of Allegiance.

**SPECIAL ORDERS
OF BUSINESS**

- a. **PROCLAMATION - Human Rights Day** Mayor Clark read the Proclamation recognizing December 10, 2023, as Human Rights Day. She presented the proclamation to Thais Rodick from the Community Diversity Engagement Committee.
- b. **Presentation of Award to Christina Patterson, Winner of the 2023 Keizer Public Arts Commission Holiday Card Contest** *Lore Christopher*, Keizer Resident and member of the Keizer Public Arts Commission (KPAC), spoke about the Holiday Card Contest and stated that it was not a tough decision to choose Christina Patterson's artwork once the Commissioners read the poem. Ms. Patterson explained how the common threads and colors of the quilt depict diversity and quilts were comforting, just as Keizer is a comfortable place and she wanted everyone to be comfortable, no matter their background or where they came from. Mayor Clark presented the 2023 Keizer Public Arts Commission Holiday Card Contest Award to Christina Patterson.

**COMMITTEE
REPORTS**

Lore Christopher, KPAC Member, and Keizer Resident, shared that they had been working on utility box wraps and were getting close to having the first one. They were hoping for more original designs from McNary students

for utility boxes. She commented on preserving the story poles. Mayor Clark asked that KPAC look at the dais backdrop by installing a City of Keizer sign. The 2024 Holiday Card Contest will open at the beginning of January. She noted that there were historical photos provided to the City.

Ms. Christopher shared that the historical documents prepared for Keizer's 40th Birthday Party would be displayed in the Council Chambers provided the City Council approved.

Ms. Christopher shared an update on the Keizer Cultural Center. She shared that ADA doors would be installed and there would be a security monitor. Robert Becker, President of the Heritage Foundation, would be requesting that the maquette of Thomas Dove Keizer, be donated or there be a long-term loan to the Keizer Heritage Museum because they have a five-year project called Reimagining and Modernization of Keizer Heritage Museum (RAM). Former Deputy City Recorder, Debbie Lockhart and Former City Recorder, Tracy Davis will be assisting with the Project. She explained the Keizer 100, which was a group of one hundred donors of \$1,000 for the Keizer Heritage Foundation.

Tammy Kunz, Keizer, Community Diversity Engagement Committee Member, reported that they had been working on creating an equity lens. They had recently used the equity lens on the Neighborhood Traffic Management Program. They discussed rules of conduct, how to use a consultant, completed a book study, and talked about different ways in which they can engage in the community. They were working on securing translation services.

PUBLIC COMMENTS

Elinnazg Rodriguez, Salem Resident, shared that she had a desire to do something for those less fortunate by helping to get clothing for homeless people. She wanted to give back because so many people helped her. She noted that people are quick to judge. She shared how she helps provide clothing to people living on the streets and encouraged people to donate their clothes so they can provide clothes to homeless people. She just started by creating The Giving Hearts on Facebook and was looking for support. Mayor Clark commented that the City of Keizer is part of the Mid-Willamette Valley Homeless Alliance to provide comprehensive services and would like to connect her with people of like-mind.

Carol Doerfler, Keizer Resident, provided a pamphlet on the City of Winston and shared that the pamphlets were all over the city in the restaurants and would be a good way for the City to get information distributed.

Corri Falardeau, Keizer Resident and Keizer Chamber Executive Director, and Mr. Walery, Marion County Resident, shared that they were working on the Holiday Giving Basket Program. They have been working with the Keizer Schools and business members who hosted trees and bought gifts. Gift wrapping would be happening at the Lions Club, and she invited the community to come be a part of the gift wrapping. They would be delivering food boxes and gift to the community. Ms. Falardeau invited the community to attend the upcoming Christmas Tree lighting and Holiday Lights Parade.

PUBLIC HEARINGS

**a. Comprehensive
Plan Map/Zone
Change/Partition
Case 2023-16 for
Property Located
at 1141 Chemawa
Rd N**

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham stated that the property at 1141 Chemawa Road N. Mr. Witham shared that it was where Loren's Sanitation is located and the property runs North through to Willow Lake. The application was to partition off the approximate North, one acre of that property so that they would have access to Willow Lake. The business function of Loren's Sanitation would remain the same. The desire was to take that northern one-acre and change the Comprehensive Plan designation and rezone it from a Commercial designation in the Comprehensive Plan to a Medium High Density Residential designation in the Comprehensive Plan, and to change the zoning that was currently Commercial General to Residential Medium Density. The applicant wished to develop the property with 20-unit, multi-family complex. Mr. Witham stated that it was a land use case that had public hearings both at the Hearing's Officer level and the City Council. He stated there was a Public Hearing on November 7 with the Hearing's Officer where there was one citizen who testified that they had expressed some concerns with the design support for the zone change and would prefer to see something different in the design of the development. The Hearing's Officer and staff recommendation was to approve the applicant's request with a slew of conditions that were included in the recommendation that would ensure the development of the property met the City's standards.

City Attorney Johnson stated the following:

"Thank you, Madam Mayor. Madam Mayor, now is the time for the statutory notice, which I will read for the participants and Council. The applicable substantive criteria for this case is quite voluminous for the zone change, Comprehensive Plan change, and partition, so there's a lot of criteria there. I would propose waiving the actual reading of that as set forth in the Staff Report. Is there any objection to waiving the actual reading of that? Hearing none will deem that waived.

Testimony, arguments, and evidence must be directed toward the criteria or other criteria in the plan or land use regulations, which you believe apply to the decision. Failure to raise an issue accompanied by statements of evidence sufficient to afford the Council and parties an opportunity to respond to that issue precludes an appeal to the Land Use Board of Appeals based on that issue.

With regard for the applicant, the failure of the applicant to raise constitutional or other issues related to any proposed conditions of approval with sufficient specificity to allow the local government or its designee to respond to that issue precludes an action for damages in Circuit Court.

With regard to the Council, are there any declarations of conflicts of interest, bias, or ex parte contact with this application?

Hearing none, going to the participants now for any participants prior to the close of the hearing; you need to state any objections, bias, conflicts of

interest, ex parte contact, or jurisdiction of the Council to hear this matter or opportunity to be heard. So, if there's anything you object to, you need to speak on that issue. Are there any questions? Thank you, Madam Mayor."

Mayor Clark asked if there were any questions about the Staff Report of the Comprehensive Plan Map/Zone change case. The Council had no questions.

Brandie Dalton, Multi/Tech Engineering, the Applicant's representative, stated that all of her findings, the traffic information, and the site plan were included in the packet and showed how they were in compliance with all of the code requirements for the Comprehensive Plan zone change, along with the partition. Ms. Dalton stated that the Comprehensive Plan zone change was only for the northern one acre of the site, which would allow for future development of the property for housing needs. She noted that they had submitted a concept that showed a 20-unit complex. She explained that they included the concept to show how the property could be developed but that it was in no way binding. Ms. Dalton stated that they believed that they had demonstrated compliance with the Comprehensive Zone Plan Change and Partition criteria. They had reviewed all of the conditions of approval and had no problem with them nor did their client, the applicant.

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

Council President Starr moved that the Keizer City Council direct staff to prepare an Ordinance for adoption of Comprehensive Plan Map/Zone Change/Partition Case 2023-16 for Property Located at 1141 Chemawa Rd N. Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Lockhaven Dr. N Flashing Beacon

Public Works Director Bill Lawyer summarized the Staff Report and noted that a traffic study was conducted, and Staff recommended following the engineer's recommendation.

Scott Mansur, DKS Associates, provided a map of the Study Area and explained that the majority of students and pedestrians were crossing at McClure Street. Mr. Mansur reviewed the results of the study. The benefits of the Rapid Flashing Beacon were explained as well as the threshold to recommend installation.

Discussion ensued regarding extending the area for the school zone speed in relation to the Speed Zone Guidance and State laws, as well as crash statistics and driving skills of drivers in the area.

There were visible speed signs on Lockhaven and Celtic Way, which had

been placed there at the request of the Police Department.

Youth Councilor Woodard commented on his experience being a pedestrian for two years in the area discussed.

Council was interested in additional information about options around McNary High School and expanding the speed zone to include both schools. The Council agreed that a report would be brought back as an Agenda Item for the Council's consideration.

Council President Starr moved that the Keizer City Council direct staff to follow the Engineer's recommendation to install a rectangular rapid flashing beacon with the ADA ramps, supplemental lighting, updated signage and pavement markings by including this project in the next fiscal budget.

Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION -
Authorizing the
City Manager to
Award and Enter
Into a Contract
with Benchmark
Contracting, Inc.
for Construction
of Keizer Rapids
Turf Fields**

Mr. Lawyer summarized the Staff Report.

Council President Starr moved that the Keizer City Council approve Resolution R2023 Authorizing the City Manager to award and enter into a Contract with Benchmark Contracting, Inc. for construction of Keizer Rapids Turf Fields. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. Discussion on
Proposed
Ordinance to
Restrict New Fees**

Councilor Kohler shared that he would like to discuss having an Ordinance prepared that would have certain new fees go to a vote of the people.

Councilors voiced their opinions on the topic and there was discussion regarding the types of fees that might be included in such an Ordinance.

Mr. Johnson and Councilor Kohler clarified that the discussion was regarding only the Utility Service Fees.

**d. RESOLUTION -
Authorizing a
Temporary
Suspension of the
Ordinance
Prohibiting Street
Vendors**

City Manager Brown summarized the Staff Report.

Mayor Clark asked about the food and street vendors. Discussion ensued regarding the permit.

Mr. Witham provided a summary of the regulations related to food trucks and vendors.

**RESOLUTION -
Authorizing**

Council President Starr moved that the Keizer City Council adopt Resolution R2023 - Authorizing a Temporary Suspension of the Ordinance Prohibiting

**Temporary Uses
Subject to
Conditions for
Keizer Holiday
Lights Parade
(2023)**

Street Vendors. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Kohler, and Juran (6)

NAYS: Husseman (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark and Mr. Witham clarified that the City was not giving permission for the food truck at a site, but for the site plan layout to be reviewed and approved by the City.

Council President Starr moved that the Keizer City Council adopt Resolution R2023 - Authorizing Temporary Uses Subject Conditions for Keizer Holiday Lights Parade (2023). Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Reid, Starr, Cross, Kohler, and Juran (5)

NAYS: Clark, Husseman (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

Council President Starr moved that the Keizer City Council adopt the Consent Calendar as written. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

- a. **RESOLUTION - Authorizing City Manager to Sign Intergovernmental Agreement Between State of Oregon and City of Keizer for City of Keizer Climate Friendly and Equitable Communities Scenario Planning Implementation**
- b. **RESOLUTION - Authorizing City Manager to Enter Into Second Amendment of Right-of-Way Landscape and Vegetated Stormwater Facility Maintenance Services Contract with GT Landscape Solutions**
- c. **Approval of November 6, 2023 Regular Session Meeting Minutes**
- d. **Approval of November 13, 2023 Work Session Meeting Minutes**

OTHER BUSINESS

Councilor Kohler moved for a motion to suspend the rules of the Keizer City Council to discuss the matter of the Ordinance. Councilor Juran seconded. Motion passed as follows:

AYES: Cross, Husseman, Kohler, and Juran (4)

NAYS: Clark, Reid, Starr (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Kohler moved for a motion to direct staff to work with the three councilors to work on the proposal discussed this evening to bring to the Keizer City Council that specifies the matter of new fees and to include developed definitions. Councilor Juran seconded. Motion failed as follows:

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

There was discussion regarding who should be responsible for coming up with definitions.

City Manager Brown shared that there was a request to place some framed historical City documents on the west wall of the City Council Chambers.

Council President Starr moved that the Keizer City Council suspend the rules to take up the matter of hanging documents in the Keizer Civic Center.

Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council President Starr moved Keizer City Council adopt the proposal to place the historical Keizer City documents in the Keizer Civic Center.

Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, Kohler, and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

STAFF UPDATES

City Manager Brown commented on the upcoming draft Strategic Plan review meeting. The City was watching the weather and keeping posted on updates about the impact of rain by the County Emergency Manager. The City was prepared to work with the County to send out notifications if necessary.

Assistant City Manager Wood reminded residents to conserve water to help save on their sewer bill next year.

Police Chief Copeland invited the public to a fun, annual event in which they partnered with Starbucks to hand out treats on River Road, and he noted that Santa Claus would be at the parade.

Mayor Clark thanked Mr. Witham for staying engaged with the League of Oregon Cities and the Oregon Community Planners and Developers on the Housing Development Policy Coordinating.

COUNCIL MEMBER REPORTS

Councilor Cross attended the YMCA Executive Committee Meeting, their Governance meeting, and the Food for Thought at the Rec.

Councilor Juran enjoyed the Community Dinner and worked at the Food Collection Site at the Miracle of Lights. There would be free food at the Food Cart during the parade on Saturday.

Council President Starr worked at the Food Collection Site at the Miracle of Lights.

Councilor Kohler also worked at the Food Collection Site at the Miracle of Lights and Dance Recital. He commented that the Public Works staff released the Salmon that they raised from the eggs into Mill Creek. He worked with the NW Neighborhood Association, the City, and Keizer Elementary staff about getting a new sign for the school.

Councilor Reid noted there would be a Keizer Heritage Foundation Board Meeting and the Community Diversity Engagement Committee Meeting was coming up.

Youth City Councilor Woodard shared that McNary would have Varsity girls and boys games, the Holiday Band Concert at the theater, an Orchestra Concert at the Theatre, Wrestling, a Youth Basketball Tournament and Saturday School. The Salem Youth Concert would be in the Smith Auditorium at Willamette.

Mayor Clark participated in the KOIN 6 Mayor's Monday and promoted the Miracle of Lights, Parade, as well as the Housing and Homelessness solutions. She had a robust conversation at the Salem-Keizer Area Transportation Study (SKATS) Meeting on the seismic retrofit of the Center Street Bridge.

Mayor Clark recognized the leadership team for the Miracle of Christmas Lights event, specifically Council President Shaney Starr, Savannah Langdon with Marion-Polk Food Shares, Jill Gust with Keizer Chamber of Commerce, John Moore, the property owner of the Food Collection Site, Chelsea Straight and Patti Tischner of the Greater Gubser Neighborhood Association, City Manager Adam Brown, Assistant City Manager Tim Wood, Mark Caillier with the Snow Cops, Keizer Public Works, Jane Lowery at the Willamette-Valley Bank, Robin Barney at the Keizer Times, and all the people coming to volunteer.

Mayor Clark encouraged the community to attend the Verda Lane Project Open House. The Mid-Willamette Valley Council of Governments (COG) was working on upcoming legislation regarding Measure 110. She reminded the Council to read the League of Oregon Cities Bulletins and encouraged applications to the Legislative Policy Committees. She was appointed to the Transportation Policy Committee and the Community Development Policy Committee.

AGENDA INPUT

December 11, 2023 - 6:00 p.m.

City Council Work Session - Strategic Plan

December 18, 2023 - 7:00 p.m.

City Council Regular Session

January 2, 2024 (Tuesday) - 7:00 p.m.

City Council Regular Session

MAYOR:

APPROVED:

_____ Cathy Clark	_____ Dawn Wilson, Deputy City Recorder
COUNCIL MEMBERS	

_____ Councilor #1 – Laura Reid	_____ Councilor #4 – Soraida Cross
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_____ Councilor #2 – Shaney Starr	_____ Councilor #5 – Robert Husseman
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_____ Councilor #3 – Kyle Juran	_____ Councilor #6 – Daniel R. Kohler
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Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Monday, December 18, 2023
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:00 p.m.

ROLL CALL Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Robert Husseman, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor
Youth Councilor Grayton Woodard

Staff:

Tim Wood, Assistant City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
Andrew Copeland, Police Chief
Melissa Bisset, City Recorder
Machell DePina, Human Resources Director

Absent:

Kyle Juran, Councilor

FLAG SALUTE Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS** None.

**COMMITTEE
REPORTS** *Lisa Cejka*, Parks and Recreation Advisory Board Vice Chair and Keizer Resident, provided a report on the most recent Parks and Recreation Advisory Board meeting. She commented on the recent graffiti at some of the parks.

PUBLIC COMMENTS Mayor Clark announced the written comment received from *Jim Keller*, Keizer Resident, regarding voting on fees for service.

Cathy Clark, Mayor and Keizer Resident, stated that her recent questioning of Chamber of Commerce Executive Director Corri Falardeau had been

done in a manner that was not in keeping with the City Council's agreed tone and approach to public interaction. She added that they had a value of treating all people with dignity and respect. She stated that the way she approached the issue was not in keeping with that value. Mayor Clark apologized for not modeling the behavior that she and the rest of the Council had agreed to abide by in all of the City proceedings.

Judy Liechty, Keizer Resident, Keizer Community Food Bank Representative provided an update on their service operations.

Naomi and Frank Rodriguez, Keizer Residents, commented on the flooding on Claggett Creek. Mrs. Rodriguez shared that the flooding was the worst it had ever been in 35 years. She contacted the City and other agencies and was still seeking a resolution.

Public Works Director Lawyer explained that the City didn't have the authority to alter the creek or to change the stream. He described the complications over the jurisdiction of waterways. Mr. Lawyer offered to take a look at the situation although he didn't know if there would be a solution or recommendation.

Mayor Clark suggested looking at the situation through a habitat restoration and wetland mitigation lens and considering a waterway restoration project.

PUBLIC HEARINGS

**a. RESOLUTION -
Authorization for
Supplemental
Budget - Street
Lighting District
Fund**

Mayor Clark opened the Public Hearing.

Assistant City Manager Tim Wood summarized the Staff Report.

Discussion ensued regarding the timing of the Supplemental Budgets.

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

**RESOLUTION -
Authorization for
Supplemental
Budget - Water
Fund and Water
Facility Fund**

Council President Starr moved that the Keizer City Council approve Resolution R2023 Authorization for Supplemental Budget - Street Lighting District Fund. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

Council President Starr moved that the Keizer City Council approve Resolution R2023 Authorization for Supplemental Budget - Water Fund and Water Facility Fund. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, and Kohler (6)

NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Juran (1)

**b. ORDINANCE -
Declaring a Lien
Against Property
Located at 4843
Juniper Court
North, Keizer,
Oregon and
Directing the City
Recorder to Enter
Such Lien in the
Minor Lien Docket
Pursuant to
Ordinance No.
2009-590
(Providing for the
Control and
Removal of
Noxious
Vegetation);
Declaring an
Emergency**

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized the Staff Report. Mr. Witham explained that the Staff Report did not include the \$73 fee for the Newspaper Publication but it was included in Exhibit A of the Ordinance.

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

Council President Starr moved to adopt an Ordinance Declaring a Lien Against Property Located at 4843 Juniper Court North, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 2009-590 (Providing for the Control and Removal of Noxious Vegetation); Declaring an Emergency. Councilor Reid seconded. Motion passed unanimously as follows upon first reading.

AYES: Clark, Reid, Starr, Cross, Husseman, and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

**ADMINISTRATIVE
ACTION**

**a. RESOLUTION -
Authorizing the
Mayor and
Council President
to Execute
Amended
Employment
Agreement for
City Manager**

Human Resources Director Machell DePina summarized the Staff Report.

Council President Starr moved that the Keizer City Council approve Resolution R2023 Authorizing the Mayor and Council President to Execute Amended Employment Agreement for City Manager and amend Section 2.01 Compensation. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, and Husseman (5)

NAYS: None (0)

ABSTENTIONS: Kohler (1)

ABSENT: Juran (1)

**CONSENT
CALENDAR**

**a. Approval of
November 20,
2023 Regular
Session Meeting
Minutes**

Council President Starr moved that the Keizer City Council adopt the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Starr, Cross, Husseman, and Kohler (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Juran (1)

OTHER BUSINESS

None.

STAFF UPDATES

Assistant City Manager Wood reported that every 748 gallons of water conserved could save \$4.35 in sewer charges each month for the rest of the year.

Police Chief Copeland reported that Santa Claus would be at the upcoming Coffee with the Cops.

COUNCIL MEMBER REPORTS

Councilor Cross shared the meetings and events she had recently attended.

Council President Starr reminded the community to not drink and drive.

Councilor Kohler thanked those who covered his meetings while he was out of town. He reminded everyone that there would be no community dinner in December. He thanked the volunteers and the Keizer Chamber of Commerce for their work on the gift baskets and parade.

Councilor Reid reviewed the meetings and events that she had recently attended.

Youth Councilor Woodard shared that he was working on recruiting Youth Liaisons.

Mayor Clark thanked Youth Councilor Wood for taking on the Youth Liaison recruitment and requested that he also create a protocol that could be used in the future.

Mayor Clark reviewed the meetings and events she had recently attended. She thanked staff for the Verda Lane materials and the outreach efforts. She also thanked those who had been on the broadcast of Coffee with Cathy.

AGENDA INPUT

January 2, 2024 (Tuesday) - 7:00 p.m.

City Council Regular Session

January 8, 2024 - 6:00 p.m.

City Council Work Session

January 16, 2024 (Tuesday) - 7:00 p.m.

City Council Regular Session

January 18, 2024 (Thursday) - 6:00 p.m.

City Council Work Session * JOINT MEETING with Traffic Safety, Bikeways & Pedestrians Committee - Neighborhood Traffic Management Program

January 22, 2024 - 6:00 p.m.

City Council Work Session - Review of the Council's Short-Term Goals

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:56 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Soraida Cross

Councilor #2 – Shaney Starr

Councilor #5 – Robert Husseman

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

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