

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, May 19, 2014

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**
 - a. Caruso's Italian Café Liquor License – Change of Ownership/Trade Name (Delaney Madison Grill)
 - b. Porter's Pub Liquor License – Change of Ownership
 - c. Keizer Development Code Text Amendment Implementing the Interchange Area Management Plan (IAMP)
6. **ADMINISTRATIVE ACTION**
 - a. **RESOLUTION** – Authorizing City Manager to Sign Street Light Conversion Documents with PGE and Authorizing Disposition of Surplus Property
 - b. Construction Schedule of the Community Build Play Structure Located at Keizer Rapids Park
7. **CONSENT CALENDAR**
 - a. **RESOLUTION** – Authorizing City Manager to Enter Into Intergovernmental Agreement with Salem-Keizer School District 24J (School Resource Officers)

b. RESOLUTION – Authorizing City Manager to Enter Into Intergovernmental Agreement with State of Oregon Department of Public Safety Standards and Training

c. Approval of May 5, 2014 Regular Session Minutes

8. COMMITTEE REPORTS

a. PROCLAMATION – Sons of American Revolution Day

b. Oath of Office – Keizer Police Reserve Jacob Colvin

9. 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.

a. New Business or Old Business Issues

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

June 2, 2014

5:45 p.m. – Public Forum

- Parking Regulations – Allowance for Parking of Tow Truck in Residential Areas

6:45 p.m. – Urban Renewal Agency Meeting

- 2014-15 Budget Public Hearing

7:00 p.m. – City Council Regular Session

- 2014-15 – City of Keizer Budget Public Hearing

June 9, 2014

5:45 p.m. – City Council Work Session

- Tour with Keizer Points of Interest Committee

June 16, 2014

7:00 p.m. – City Council Regular Session

12. ADJOURNMENT

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: CARUSO'S ITALIAN CAFÉ – LIQUOR LICENSE APPLICATION -
CHANGE OF OWNERSHIP/TRADE NAME (DELANEY MADISON
GRILL)**

BACKGROUND:

On May 1, 2014 the City received an application for a change of ownership and trade name for the liquor license for Caruso's Italian Cafe, located at 5745 Inland Shores Way, Keizer, Oregon. The Oregon Liquor Control Commission requires a new application when changing ownership, location, or license type. The new owner/applicant is James Marshall and the new trade name is Delaney Madison Grill.

As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicant. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for a change of ownership and trade name under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



Keizer Police Department

Phone: 503-390-3713 ★ Fax: 503-390-8295 ★ www.keizerpd.com
930 Chemawa Rd NE ★ PO Box 21000 ★ Keizer, OR 97307-1000

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council

Via: Chris Eppley, City Manager

From: John Teague, Chief of Police
Rita Powers, Police Support Supervisor (signature)

Subject: Change of Ownership from Caruso's Italian Cafe to Delaney Madison Grill

Issue: Shall the City Council approve the liquor license application due to Change of Ownership of Caruso's Italian Café to Delaney Madison Grill, located at 5745 Inland Shores Way, Keizer, Oregon 97303?

Applicant Background Check:

The applicant for new ownership, James R. Marshall has no Oregon criminal history.

Recommendation

The Keizer Police Department recommends approval of the liquor license application for Delaney Madison Grill, formerly Caruso's Italian Café at 5745 Inland Shores Way, Keizer, Oregon.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☒ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☒ Other Trade Name

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☒ Granted ☐ Denied

By: _____ (signature) (date)

Name: _____

Title: _____

90-DAY AUTHORITY

☒ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

OLCC USE ONLY

Application Rec'd by: Cija

Date: 1-9-14

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Delaney Madison Grill LLC ③

② _____ ④

2. Trade Name (dba): Delaney Madison Grill

3. Business Location: 5745 Inland Shores Way, Keizer, Marion, OR 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: P.O. Box 20626, Keizer, OR 97307
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 580-4894 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Jerry and Angie Phipps Type of License: Full on premises

8. Former Business Name: Caruso's Italian Cafe

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Keizer, OR
(name of city or county)

11. Contact person for this application: James Marshall (503) 580-4894
(name) (phone number(s))

6454 Whisper Creek Loop NE, Keizer, OR 97303 (address) (city) (state) (ZIP code)

Delaneymadisongrill@gmail.com (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 1/9/14 ③

② _____ Date _____ ④

JAN 09 2014

SALEM REGIONAL OFFICE



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Delaney Madison Grill Phone: 503 580 4894
Trade Name (dba): Delaney Madison Grill
Business Location Address: 5745 Inland Shores Way
City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11 to 10
Monday 11 to 10
Tuesday 11 to 10
Wednesday 11 to 10
Thursday 11 to 10
Friday 11 to 11
Saturday 11 to 11

Outdoor Area Hours:

Sunday 11 to 10
Monday 11 to 10
Tuesday 11 to 10
Wednesday 11 to 10
Thursday 11 to 10
Friday 11 to 11
Saturday 11 to 11

The outdoor area is used for:

☒ Food service Hours: 11 to 11
☒ Alcohol service Hours: 11 to 11
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☐ Karaoke |
| ☒ Recorded Music | ☐ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing | ☐ Social Gaming |
| ☐ Nude Entertainers | ☐ Pool Tables |
| | ☐ Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 92 Outdoor: 60
Lounge: 6 Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____ Date: 1/9/14

1-800-452-OLCC (6522)

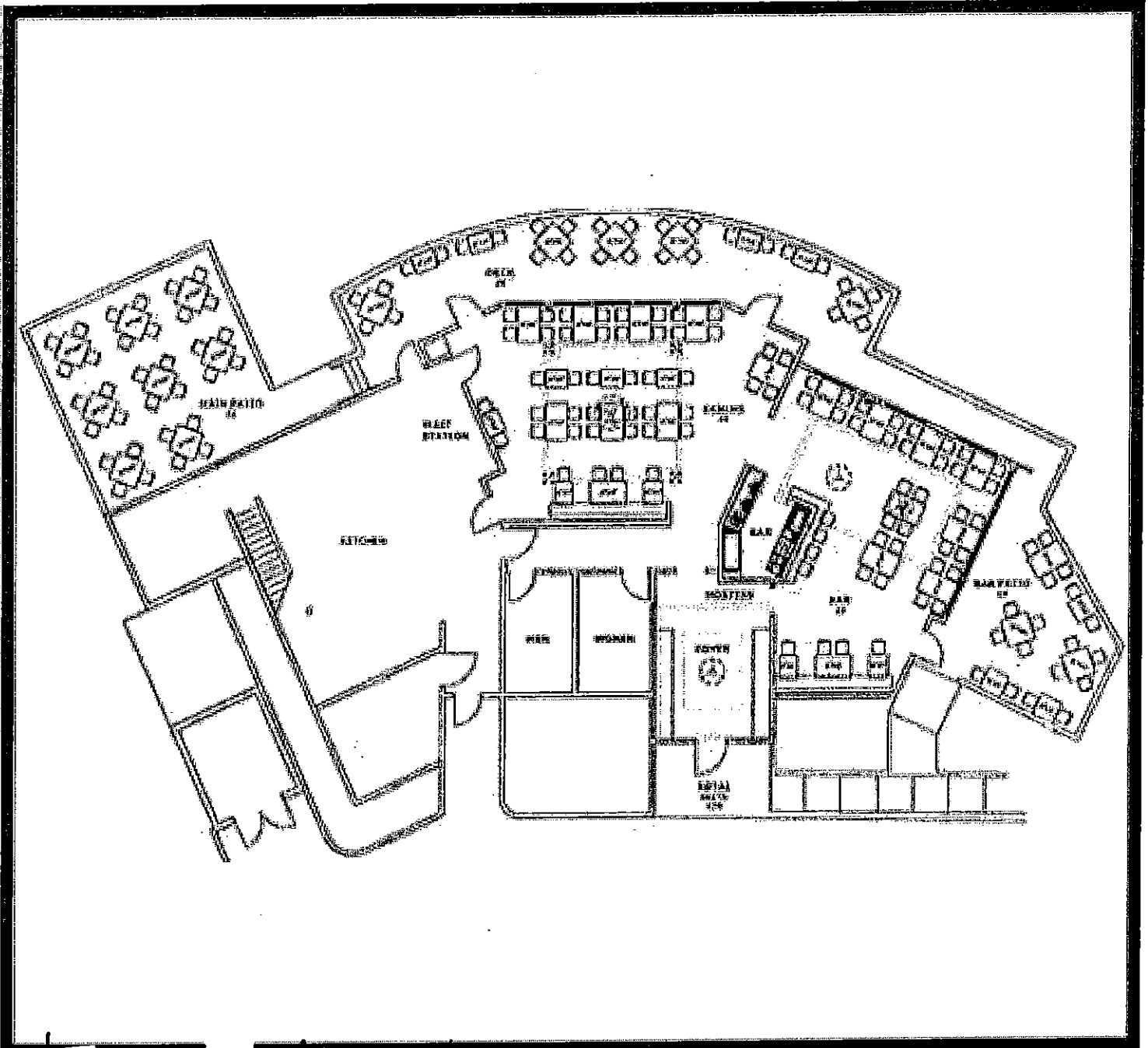
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales License.



Delaney Madison Grill LLC.
Asst. Manager
Delaney Madison Grill
Trade Name (if any)
Keizer 97303

City and ZIP Code

OLCC USE ONLY
MINOR POSSESSION ASSIGNMENT(S)

Date: _____ Initials: _____

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER**

**SUBJECT: PORTER'S PUB – LIQUOR LICENSE APPLICATION - CHANGE OF
OWNERSHIP**

BACKGROUND:

On April 30, 2014 the City received an application for a change of ownership for the liquor license for Porter's Pub, located at 4820 River Road N, Keizer, Oregon. The Oregon Liquor Control Commission requires a new application when changing ownership, location, or license type. The new owner/applicant is Dennis Graue.

As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicant. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for a change of ownership under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



Keizer Police Department

Phone: 503-390-3713 ★ Fax: 503-390-8295 ★ www.keizerpd.com
930 Chemawa Rd NE ★ PO Box 21000 ★ Keizer, OR 97307-1000

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council
Via: Chris Eppley, City Manager
From: John Teague, Chief of Police
Rita Powers, Police Support Supervisor 
Subject: Change of Ownership for Porter's Pub

Issue: Shall the City Council approve the liquor license application due to Change of Ownership of Porter's Pub located at 4820 River Rd. N., Keizer, Oregon 97303?

Applicant Background Check:

The applicants for new ownership, Dennis and Lisa Graue have no Oregon criminal history.

Recommendation

The Keizer Police Department recommends approval of the liquor license application for Porter's Pub, 4820 River Rd. N., Keizer, Oregon.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☒ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other: _____

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: (signature)

Date: 4-28-14

90-day authority: ☒ Yes ☐ No

90-DAY AUTHORITY

☒ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company ☐ Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① KOBIE ENTERPRISES LLC ③ _____
② _____ ④ _____

2. Trade Name (dba): PORTER'S Pub

3. Business Location: 4820 River Road North Keizer Marion OR 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4820 River Road North Keizer OR 97303
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: _____
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Ironworks Pubs LLC Type of License: FCOM

8. Former Business Name: Porter's Pub

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Keizer
(name of city or county)

11. Contact person for this application: Dennis GRAUE 843 267 4874
(name) (phone number(s))
5831 Reed Lane SE #120 Salem, OR 97306 dgrauw@hotmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Dennis Graue Date 4/28/14 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Kobie Enterprises LLC Phone: 843-267-4874
Trade Name (dba): Porter's Pub
Business Location Address: 4820 River Road North
City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 9AM to 2AM
Monday 10AM to 2AM
Tuesday 10AM to 2AM
Wednesday 10AM to 12AM
Thursday 10AM to 2AM
Friday 10AM to 2AM
Saturday 9AM to 2AM

Outdoor Area Hours:

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| ☐ Live Music | ☒ Karaoke |
| ☒ Recorded Music | ☒ Coin-operated Games |
| ☐ DJ Music | ☐ Video Lottery Machines |
| ☐ Dancing | ☐ Social Gaming |
| ☐ Nude Entertainers | ☒ Pool Tables |
| | ☐ Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 95 Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 95

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

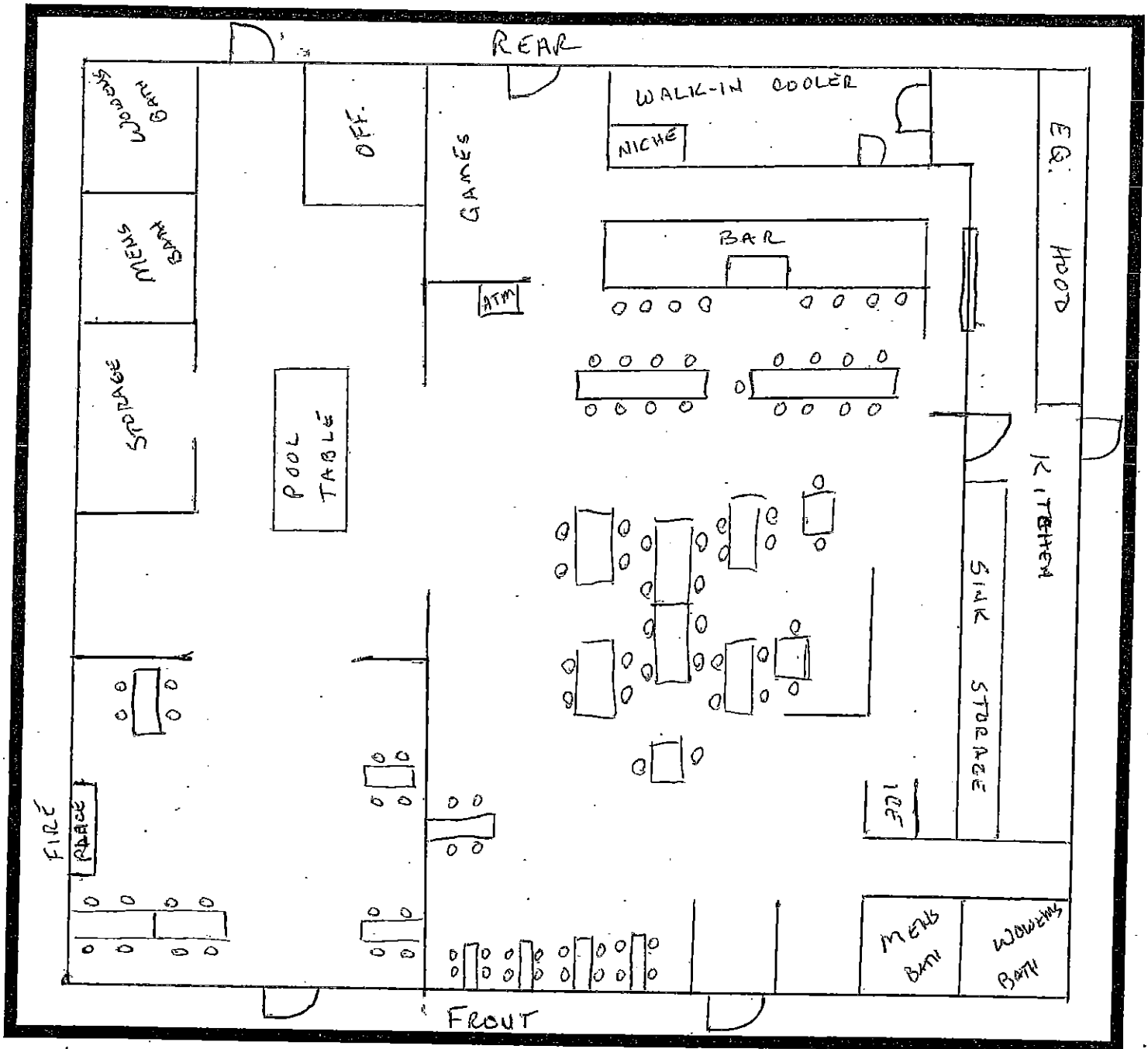
Applicant Signature: Dennis Grove Date: 4/28/14

1-800-452-OLCC (6522)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



ROBIE ENTERPRISES LLC

Applicant Name

PORTER'S PUB

Trade Name (dba):

KEIZER OR. 97303

City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

#1 NO MINORS

Date:

4.28.14

Initials:

SW

1-800-452-OLCC (6522)

COUNCIL MEETING: May 19, 2014
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS
THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR
FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: Text Amendments Implementing the Interchange Area Management Plan (IAMP)

Attachments:

- Section 2.129 – draft new
- Chapter 2 of the TSP –draft revision
- Alternative Mobility Standards – draft new
- Chemawa Interchange Management Plan Overlay Zone - draft new
- Section 2.301- draft revision
- Section 3.202 – draft revision

ISSUE:

To consider text amendments relating to the Chemawa / I-5 Interchange Area Management Plan (IAMP). The Planning Commission voted 7-0 to support the proposed amendments on July 11, 2012.

DISCUSSION:

The IAMP was developed in coordination with ODOT, Keizer, Salem, and Marion County at the initial request of the City. The IAMP establishes the projected 20 year future functionality and deficiencies at the I-5 / Chemawa interchange and identifies a variety of strategies to maintain the functionality of the interchange. No funding has been identified for the improvement projects within the plan--or is implied. With that in mind, ODOT has asked the city to implement the portion of the plan that affects Keizer. Salem and Marion will likewise incorporate changes to their own codes for the area to the east of I-5 within their jurisdictions. ODOT will then present the plan to the Oregon Transportation Commission for approval of the IAMP and advise us on developing funding strategies for future improvements.

These amendments contain proposed revisions to:

- 1) Text amendment to add Section 2.129 (Chemawa Interchange Overlay Zone) into the Keizer Development Code.
- 2) Add goals, objectives, and policies relating the Chemawa Interchange Management Plan into Chapter 2 of the Transportation System Plan (TSP).
- 3) Include an alternative Mobility Standards table within Chapter 4 of the TSP.
- 4) Amend the zone map to include Chemawa Interchange Management Plan Overlay Zone.

- 5) Amend the comprehensive plan map to include Chemawa Interchange Management Plan Overlay Zone.
- 6) Amendment to Section 2.301 (General Provisions) of the KDC to include reference for consulting with ODOT when TIA is required.
- 7) Amendment to Section 3.202 (General Procedures – Types I, II, and III Actions) to include provision for noticing transit providers and ODOT.

Briefly, the attached material will affect only lands that are within the identified overlay zone, which is Keizer Station areas A-D (#4 and 5). Item #1 includes a new section to the city's development code which contains the requirements for certain types of development in the overlay zone. Item #2 will modify the TSP to include goals, objectives and policies relating to this overlay zone. Item #4 will also modify the TSP to include a table with alternative mobility standards which will essentially allow a degree of flexibility in developing and elevating a traffic impact analysis as a proposal may have on the included intersections. Items #6 and 7 identify when a TIA is required and noticing transit providers and ODOT. As a result, the adoption of this plan will reestablish the mobility standard contained in the ODOT Access Permit, raising the Volume/Capacity standard to $0.95(\pm 0.02)$ from $0.87(\pm 0.02)$.

It is important to note, for the City to proceed on the analysis of transportation needs associated with an Urban Growth Boundary (UGB) expansion, the general conditions created by the IAMP must be established.

RECOMMENDATION:

That the City Council hold a public hearing to consider the proposed amendments and direct staff to prepare appropriate ordinances with findings to adopt the proposed revisions.

Section 2.129 (CHEMAWA INTERCHANGE OVERLAY ZONE (CIO))

2.129.01 Purpose

The purpose of the Chemawa Interchange Overlay Zone (CIO) is the long-range preservation of operational efficiency and safety of the Chemawa/I-5 Interchange and to implement the Chemawa/I-5 Interchange Area Management Plan (IAMP). The Chemawa/I-5 Interchange is located at the east end of Keizer and the northern edge of Salem. The interchange serves a wide range of land uses and a very large geographic area. These land uses are primarily residential, commercial, educational services, and agricultural. Access to traveler services and industrial uses are not primary functions of the interchange.

The Chemawa Interchange is the primary access to I-5 for the City of Keizer and its predominantly residential land uses as well as Keizer Station, a developing commercial area that is located in the northwest and southwest quadrants of the interchange. The Chemawa Indian School, in the southeast quadrant of the interchange, outside the city limits of Keizer is a large educational use in the interchange area and will likely continue to grow on its existing site. The area northeast of the interchange includes land within Salem city limits, which is planned to be developed as a “gateway” business park with supportive commercial services. Land on the east side of the interchange also includes county-zoned agricultural parcels.

2.129.02 Boundary of the CIO

The boundary of the CIO Zone is shown on the Keizer Comprehensive Land Use Plan Map and Zoning Map^[H1].

2.129.03 Applicability

The provisions of this section shall apply to all Type II, III, and IV land use applications pursuant to Section 3.101 for parcels wholly or partially within the CIO zone, as defined by Section 2.129.02. The standards of the CIO Zone shall supersede where conflicts arise between the standards of the CIO Zone and those contained within other sections of the Keizer Development Code. Applications under this section which are subject to the CIO zone are herein referred to as “Subject Applications”.

2.129.04 Permitted Land Uses

Uses allowed in the underlying zoning district are allowed subject to other applicable provisions in the Development Code and Chapter 2, Zoning Districts.

2.129.05 Access Management

In addition to the standards and requirements of Sections 2.302 (Street Standards), and 2.303 (Off Street Parking and Loading), ~~parcels wholly or partially within the CIO Zone~~ Subject Applications are governed by the Access Management Plan in the Chemawa/I-5 IAMP (Section 5.3). The following applies to ~~land use and development applications~~ Subject Applications ~~for parcels within the overlay district that are governed by~~ subject to Section 2.302.03.O (Street Standards, General Provisions, Access Control Standards).

A. Access Approval

DRAFT IAMP 5-12

1. Access to local streets that are subject to Section 2.129.06(B) within the CIO Zone shall be subject to joint review by the City and the Oregon Department of Transportation (ODOT) and, where applicable, by Marion County. Coordination of this review will occur pursuant to Section 2.129.06.
2. Approval of an access driveway permit shall be subject to the is an Type I decision and is based on the standards contained in this section, the provisions of Sections 2.302, Street Standards, and Section 2.303 (Off Street Parking and Loading) in the Keizer Development Code, and the Access Management Plan in the Chemawa/I-5 IAMP (Section 5.3). Where the recommendations of the Access Management Plan conflict with other access and spacing requirements in Section 2.301 (Street Standards), the Access Management Plan shall govern.

2.129.06 Administration

This section delineates the responsibilities of the City and ODOT to monitor and evaluate vehicle trip generation on the Chemawa Interchange from development approval under this section.

A. Transportation Assessment Report

For all Subject Applications and use applications located within the CIO Zone, the applicant shall prepare and submit to the City a Transportation Assessment Report that documents the following:

1. Expected weekday p.m. peak hour trip generation.
2. Off-site improvements that will be constructed as part of the development.
3. Proposed site-access driveways and streets that are in conformance with the requirements of Section 2.302 (Street Standards), Section 2.303 (Off Street Parking and Loading), and the IAMP Access Management Plan (Section 5.3) to ensure that adequate intersection sight distance and traffic control will be provided.
4. An on-site parking and circulation plan to ensure safe and efficient travel for all modes of travel, including turn movement templates (e.g.: AutoTurn analysis) for anticipated trucks and emergency service vehicles.

B. Traffic Impact Analysis

For all land use applications located within the CIO Zone that increase site traffic volume generation by 250 Average Daily Trips (ADT) or more above the level shown in the the most recent City-approved Keizer Station TIA (or as required by the City Engineer), the applicant shall prepare and submit to the City a Traffic Impact Analysis (TIA) that demonstrates the level of impact of the proposed development on the surrounding street system and the Chemawa/I-5 interchange and prepared pursuant to the requirements in Section 2.301.04 Traffic Impact Analysis (TIA).

DRAFT IAMP 5-12

The determination of impact or effect, and the scope of the TIA, shall be jointly determined by the City and the jurisdiction responsible for coordinated with the provider of the affected transportation facility. The developer shall be required to mitigate impacts attributable to the project, including any impacts that may occur outside of the CIO Zone. Such mitigation requirements shall be binding conditions of approval.

C. Agency Coordination

1. The City shall not deem the land use application complete unless it includes a Traffic Assessment Report or, if required by Section 2.129.06.B, a Transportation Impact Analysis prepared in accordance with the requirements of this SectionChapter.
2. The City shall provide written notification to ODOT no later than ten (10) days afterwhen the application is deemed complete. This notice shall include an invitation to ODOT, City of Salem, and Marion County to participate in the City's site team review meeting, pursuant to Section 3.210, Pre-Application Conference.
3. The City shall also provide written notification to the transit agency and other public or quasi-public agencies that serve the CIO Zone no later than ten (10) days afterwhen the application is deemed complete.
4. ODOT shall have at least 20 days, measured from the date completion notice was mailed, to provide written comments to the City. If ODOT does not provide written comments during this 20-day period, the City staff report will be issued without consideration of ODOT comments.

2.129.07 Comprehensive Plan and Zoning Map and Text Amendments^[H2]

This section applies to all Comprehensive Plan Map and Zoning Map amendments for parcels wholly or partially within the CIO Zone and code amendments that affect development within the CIO Zone.

- A. Transportation Planning Rule Requirements. Applications for Comprehensive Plan amendments, Zoning Map amendments, or development regulation amendments shall determine whether the proposed change will significantly affect a collector or arterial transportation facility and must meet the requirements of Oregon Administrative Rule (OAR) 660-012-0060.
- B. Limitations on Comprehensive Plan and Zoning Map and Text Amendments. To improve safety and ensure that the capacity of the Chemawa/I-5 Interchange is reserved for residential, commercial, and educational service uses surrounding the interchange, consistent with the principal function of the facility, legislative amendments that allow land uses that will generate traffic in excess of the number of trips generated by SKATS modeling conducted for the IAMP are prohibited unless part of a legislative update of the IAMP, pursuant to the provisions of the IAMP and Subsection 2.129.08. In such case, prior to adoption of such legislative amendment, the City shall request IAMP Review and Update pursuant to Section 2.129.08.

DRAFT IAMP 5-12

B.C. IAMP Review and Update. Comprehensive Land Use Plan Map or Zoning Map amendments proposed for land within the CIO Zone that have a “significant affect” on the transportation system and/or Chemawa/I-5 Interchange, pursuant to Section -0060 of the Transportation Planning Rule, will trigger a review of the IAMP in accordance with the provisions of the IAMP.

2.129.08 Interchange Area Management Plan Review and Update^[H3]

A. IAMP Review and Update. Comprehensive Land Use Plan Map or Zoning Map amendments proposed for land within the CIO Zone that have a “significant affect” on the transportation system and/or Chemawa/I-5 Interchange, pursuant to Section -0060 of the Transportation Planning Rule, will trigger a review of the IAMP in accordance with the provisions of the IAMP.

AB. IAMP Updates.

1. If the findings and conclusions from an IAMP review demonstrate the need for an update to the plan, review participants will initiate an IAMP update process pursuant to the provisions of the IAMP.
2. An updated IAMP that results from a Comprehensive Plan Map amendment, pursuant to Section 2.129.07, shall require legislatively adopted amendments to the City of Keizer Transportation System Plan, Comprehensive Plan, and/or Development Code necessary to maintain consistency with the updated IAMP. The updated IAMP will subsequently be adopted by the Oregon Transportation Commission (OTC) as an update to the Oregon Highway Plan.
3. If a proposed land use change would result in the need for additional capacity at the interchange, the initiating party also shall prepare a mitigation funding plan for ODOT and local jurisdiction review as part of an update to the IAMP.

DRAFT IAMP REVISIONS to TSP 5-12

Reviewed by planning commission 7-12. Language highlighted in blue is planning commission revision found in Policy #1.

Chapter 2

Goals, Objectives, and Policies

GOALS, OBJECTIVES, AND POLICIES

This chapter provides the goals, objectives, and policies for the future of Keizer's transportation system. The goals, objectives, and policies for the City's transportation system guide the development of the transportation system in the City. Objectives and policies for each goal are provided to identify and clarify the course of action to achieve each goal. The goals, objectives, and policies are based on those identified in the previous TSP, conversations with City of Keizer staff, and interactions with the project Technical Advisory Committee.

Public Involvement

Goal 1: Continued coordination with all residents of Keizer for regular monitoring and improvement of the Transportation System.

- Policy 1: Revisions to the TSP shall require a public hearing consistent with state and local requirements.
- Policy 2: The public shall be given an opportunity to comment on various transportation improvements projects through open house presentations and City Council meetings where public input will be considered.

Environment

Goal 2: Provide for a sustainable transportation system which respects the environment and community.

- o ***Objective 1: Minimize adverse effects on environmentally sensitive areas and water quality.***
 - Policy 1: Along existing streets which do not have storm drainage systems environmentally sensitive techniques such as the use of rain gardens shall be encouraged.
 - Policy 2: Analysis of all potential transportation improvements shall include potential impacts to wetlands and threatened or endangered species.
 - Policy 3: The planning and construction of future roads shall meet the requirements of applicable federal, state, and local environmental legislation.
 - Policy 4: Potential impacts from increased surface run-off associated with all transportation improvements shall be evaluated when comparing projects, options, or alternatives.
 - Policy 5: Road modernization and construction improvements shall be in compliance with all federal, state, and local water quality regulations.

Policy 6: Recommended improvements shall meet the requirements stipulated in the Clean Air Act Amendments of 1990 and the Oregon State Conformity Rule (OAR Section 340-20-700, et. seq.)

- o *Objective 2: Minimize adverse effects (e.g. noise, air, speed) on neighborhoods.*
- o *Objective 3: Consider opportunities to minimize impervious surfaces through alternative material use and pavement width reductions while still meeting the necessary standards.*

Policy 1: Where possible, such as on in-fill streets, the use of pervious surfaces shall be encouraged.

Streets

Goal 3: Maximize the efficiency of the existing transportation system.

- o *Objective 1: Provide a street system emphasizing connectivity that minimizes travel time and congestion while being compatible with other modes of transportation.*

Policy 1: The city shall periodically review street classifications to ensure that all streets are correctly classified.

Policy 2: New development shall be required to connect to existing streets wherever possible and should avoid new cul-de-sacs unless it is determined through the review of the land use proposal to be impractical.

Policy 3: New development which will adversely impact the street system shall be required to make necessary improvements or mitigation measures that are determined to be roughly proportional to the new development.

Policy 4: Identify, designate, and adopt functional classifications for city streets.

Policy 5: Higher accident locations will be periodically evaluated for potential safety improvements.

Policy 6: Safety issues will be considered when evaluating improvement projects.

Policy 7: Minimize through traffic infiltration in residential neighborhoods by the application of the appropriate road standards and other measures.

Policy 8: Minimize disruption of neighborhoods when designing and constructing new roads.

Policy 9: The pedestrian, bicycle, and street system shall provide connectivity and continuity of travel between city entrance and exit points and major destinations and activity centers. The purpose is to minimize out-of-direction travel and circuitous routing.

o *Objective 2: Maximize available system capacity.*

- Policy 1: Street cross section design may be modified by the City without the need for a variance for City initiated street improvement projects.
- Policy 2: The City shall consider measures such as signal coordination to maintain an efficient street system.
- Policy 3: As much as practical, maintain a street inventory that satisfies planning and decision-making needs. The inventory and/or portions thereof should be updated on a regular basis.
- Policy 4: Techniques that improve capacity shall be used within existing rights of way to the extent practical.
- Policy 5: When appropriate, access management strategies should be employed on arterials to improve safety and facilitate through traffic flow.
- Policy 6: Consider installation of the appropriate bikeway, pedestrian, and public transportation amenities and facilities during design of new streets or major improvements.
- Policy 7: The City shall inventory unused rights of way to determine the viability of certain sections of this portion of the transportation system.

o *Objective 3: Maintain the physical integrity of existing roads to preserve and maximize infrastructure investments.*

- Policy 1: The City shall periodically review its maintenance schedule to ensure the street system is adequately maintained.
- Policy 2: The costs associated with maintaining the existing roads at an acceptable condition shall be determined and addressed prior to the allocation of funds for all improvements.

o *Objective 4: Manage on and off-street parking to support community needs.*

o *Objective 5: Maintain an acceptable level of service within the transportation system.*

- Policy 1: Signalized intersections will operate at Level of Service "D" or better during weekday peak hour conditions. Unsignalized intersections will operate at LOS "E" or better during weekday peak hour conditions. Intersections of two arterial streets will also operate with a volume-to-capacity ratio less than 0.95.

Comprehensive, Connected, and Multimodal**Goal 4: Provide efficient and comprehensive linkages between all modes of transportation.**

- o *Objective 1: Develop paths, connections, and facilities to provide simple access between modes at different parts of work, shopping, or recreational trips.*

Policy 1: Support development of an appropriate transportation infrastructure that is comprehensive, connected, and multimodal.

Policy 2: Work with surrounding jurisdictions to provide improvements to the regional bicycle system.

Policy 3: Support the incorporation of multimodal connections and modal balance into local transportation facilities.

- o *Objective 2: Safety must be an underlying concept for any element of the transportation system.*

Pedestrians and Cyclists**Goal 5: Develop a comprehensive system of pedestrian and bicycle facilities for the City of Keizer.**

- o *Objective 1: Establish a continuous, direct, and safe system of bicycle and pedestrian facilities within the Keizer urban area and connect it to the greater regional system.*

Policy 1: The City shall continue to work with pedestrian and bicycle groups to evaluate improvements to these facilities.

Policy 2: New developments shall be required to provide for pedestrian and bicycle facilities along the property frontage and connect to adjacent or nearby facilities.

Policy 3: The City shall evaluate strategies such as the formation of a local improvement district (LID) as a means to fill in the gaps in the pedestrian and bicycle system.

Policy 4: All bicycle facilities shall be constructed in accordance with ODOT bicycle facility standards where applicable.

Policy 5: Project designs that accommodate bicycle facilities within the roadway rights of way shall be implemented where practical.

Policy 6: The bicycle facilities inventory shall be updated on a regular basis to maintain accuracy.

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| Policy 7: | Bicycle safety devices such as bicycle-proof drain grates, rubberized pads at railroad crossings, and appropriate signage shall be utilized. |
| Policy 8: | Pedestrian issues shall be included in the prioritization of projects for allocation of all city funds. |
| Policy 9: | Support continuation of current (or equivalent) federal, state, and local funding sources to construct or improve pedestrian facilities. |
| Policy 10: | Encourage the timely repair and maintenance of existing pedestrian facilities including those identified as regionally significant. |
| Policy 11: | Ensure that all pedestrian facilities are accessible and constructed in accordance with ADA and City sidewalk standards, including reasonable grades and adequate clearances. |
| Policy 12: | The City shall work toward the completion of the street lighting system, designed to City illumination standards, on all arterial and collector streets. Through the use of neighborhood street lighting districts, property owners shall be encouraged to provide street lighting, designed to City illumination standards, on all public local streets. |
| Policy 13: | Support an urban design that adequately considers pedestrian needs. |
| Policy 14: | Where appropriate, such as on steep slopes or in environmentally sensitive areas, natural material in pedestrian facilities may be considered. |
| Policy 15: | Pedestrian facilities that are not located within the right of way shall be within an easement granting the public the right to use the facility. |
| Policy 16: | Designate a continuous and direct system of bicycle facilities that provides access to activity centers, schools, and other major destinations. |
| Policy 17: | Identify necessary facility improvements on the bicycle system to ensure adequate bicycle access to activity centers, schools, and other major destinations. |
| Policy 18: | The City will evaluate the feasibility and opportunity for Safe Routes to Schools programs in Keizer. |
| Policy 19 | The city has identified in its Parks Master Plan a priority for multi-use paths adjacent to green spaces. |
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Objective 2: Achieve greater public awareness of safe pedestrian, bicycling, and motoring practices, procedures, and skills.

Policy 1: The City shall monitor pedestrian and bicycle crash data to formulate ways to reduce pedestrian and bicycle crashes.

Policy 2: Encourage the delineation of safe pedestrian ways, emphasizing separation from vehicular areas using planting strips, crosswalks, and increased lighting where appropriate.

Transit

Goal 6: Support a public transit system for all Keizer residents focusing on accessibility and mobility.

- o *Objective 1: Facilitate public transit services throughout the urbanized portions of the Keizer area that ensures convenient accessibility to a variety of destinations at different times of the day. Advocate affordable transit service and increase ridership.*

Policy 1: The City will work with the Transit District to assure continued high quality transit system responsive to local community needs.

Policy 2: Support the implementation of region-wide transportation system efficiency strategies and activities that encourage the diversion of commuter trips away from the single-occupant vehicle.

Policy 3: Encourage preferential transit treatments, transit-related facility improvements, and appropriate transit-supportive land uses and development along the regional transit corridors.

Policy 4: Support incremental increases in the frequency and capacity of service in the regional transit corridors as warranted by demand.

Policy 5: Support regional efforts to identify and implement transit funding strategies and programs that will provide adequate, long-term, stable revenue source(s) for the public transportation system.

Policy 6: Support ongoing review and analysis of farebox revenues, ridership levels, and service costs to optimize the transit fare structure.

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- o *Objective 2: Encourage a transit system which offers connectivity between activity centers, such as schools, parks, shopping centers, and residences with a minimum of transfers.*
 - Policy 1: Future development in Keizer Station in Area C may require the development of a commuter rail link and/or a satellite transit connection.
 - Policy 2: Establish a transit station to serve the needs of the community. The site should accommodate the proposed use and provide adequate buffering and screening to mitigate any impacts on adjacent properties.
 - Policy 3: Consider transit operations in the design of street infrastructure and land use developments wherever practical.
 - o *Objective 3: Support transit programs that serve transportation disadvantaged citizens consistent with Americans with Disabilities Act (ADA) requirements.*
 - Policy 1: Support continued development and implementation of accessible fixed-route and appropriate complementary paratransit services as identified in the ADA Transit Plan.
 - Policy 2: Consider supporting efforts of the Special Transportation Advisory Committee or its successors in implementing the RTP and/or similar efforts to improve transportation for the transportation disadvantaged.

Supplementary Transportation Resources

Goal 7: Collaborate with lead agencies (jurisdictions or organizations who lead the efforts to manage the various systems) to support development and maintenance of an adequate aviation, maritime, pipeline, and rail system to serve area demand.

- o *Objective 1: Collaborate with lead agencies to support cost-effective regional aviation system operations and facilities adequate to serve area demand.*
 - Policy 1: Support appropriate, cost-effective improvements to the region's aviation and related facilities based on sound economic analysis.
 - Policy 2: Support efforts to renew commercial airline service to McNary Field as demand and financial considerations warrant.
 - Policy 3: Support maintenance efforts that will preserve the region's general aviation facility in a manner that makes resumption of commercial aviation activities viable.

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- Policy 4: Support development of an appropriate multimodal transportation infrastructure that provides adequate access to the regional aviation facility, including a transit drop point at the terminal when scheduled commercial service becomes available.
- o *Objective 2: Collaborate with lead agencies to support restoration of commercial and recreational navigation through the upper Willamette River where environmental impacts can be mitigated or minimized and economic justification exists.*
- Policy 1: Support the design and development of a boat ramp for recreational users to be located in Keizer Rapids Park.
- Policy 2: Provide appropriate assistance to further efforts to restore commercial navigation in the upper Willamette River through the SKATS area as warranted.
- o *Objective 3: Collaborate with lead agencies to support a safe pipeline system that provides an adequate level of service for the movement of natural gas into, within, and through the Keizer area.*
- Policy 1: Support activities that maintain adequate pipeline operations and services into, within, and through the Keizer area.
- Policy 2: Support activities and procedures that ensure compliance with federal and state regulations pertaining to the safety of pipeline facilities and operations in the Keizer area.
- o *Objective 4: Collaborate with lead agencies to support an adequate level of service to passenger and freight rail consumers within the Mid-Willamette Valley Council of Government area.*
- Policy 1: Support the development of a commuter rail station as shown in the Keizer Station Master Plan to be provided in Area C of Keizer Station. While no specific design or analysis has been done, this facility is to be either provided or an area set aside for its future development within Area C, unless it can be shown that a better location can be provided that will satisfy the design specifications for a commuter rail station, parking and associated facilities.
- Policy 2: Encourage continued and improved rail service to and from the Salem-Keizer metropolitan area.
- Policy 3: Support the continued improvement of the region's existing rail infrastructure and facilities.
- Policy 4: Encourage the development and implementation of adequate infrastructure and facilities to address the needs of both passenger and freight movements in the region.
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- Policy 5: Encourage improvements to the regional transportation system that enhance rail safety as well as safety between railroads and other transportation modes.
- Policy 6: Encourage actions that maximize efficient use of existing rail infrastructure and improved service levels to address Salem-Keizer metropolitan area rail transportation needs.
- Policy 7: Designate all rail corridor rights of way as "Transportation Corridor Preserves" pending results of alignment specific suitability studies.
- Policy 8: Promote infrastructure upgrades to the passenger rail terminal.
- Policy 9: Promote and support intercity and intracity public transportation system connections to the passenger rail terminal.

Funding

Goal 8: Provide adequate funding to meet current and future capital, maintenance, and operations needs of Keizer's transportation system.

- o *Objective 1: Strive to meet the current and future capital improvement needs of the transportation system through an optimum mix of funding sources.*

- Policy 1: As defined by Oregon Revised Statutes and City Ordinances, Systems Development Charges may be collected by the City to mitigate impacts placed on area-wide transportation facilities.
- Policy 2: As authorized in the Keizer Development Code and Oregon Revised Statutes, those responsible for new development will mitigate their development's impacts on the transportation system concurrent with the development of the property.
- Policy 3: Seek federal funding for capital improvements projects through participation in the MPO or other designated distribution process.
- Policy 4: Continue to set aside one (1) percent of its allocation of State Highway Gas Tax funds for creation of on-street bicycle and pedestrian facilities.
- Policy 5: Whenever possible, reserve funds for acquisition of property for future right of way opportunities.
- Policy 6: Assuming no changes in state funding mechanisms, the primary funding sources for street system maintenance activities shall be the City's allocation of the State Highway Fuel Tax.

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- Policy 7: Continue to participate in cooperative agreements with other state and local jurisdictions for maintenance and operations activities based on equitable determinations of responsibility and benefit.
- Policy 8: Transportation improvement projects identified on the Projects List in the TSP reflect the planning project list for these improvements. It is understood that this list is not the City's Capital Improvement Project list but is to be used as guidance as to the funding of transportation projects. While the City is not bound to fund all projects on this list it shall endeavor to complete as many projects within the specified time periods as is possible.
- o *Objective 2: Strive to secure adequate funding to implement a street maintenance program which sustains a maximum service life for pavement surfaces and other transportation facilities.*
- Policy 1: Seek additional funding sources to meet the long term financial requirements of sustaining a perpetual life street maintenance program.
- o *Objective 3: Strive to secure funding to adequately operate the transportation system including advance planning, design engineering, signal operations, system management, and illumination and cleaning activities.*
- Policy 1: Encourage and facilitate the formation of local street lighting districts to enable neighborhoods the opportunity for street illumination. The city shall consolidate street lighting districts by subdivision to achieve cost equity and benefits from economies of scale. The City may consider consolidation of existing street lighting local improvement districts.
- Policy 2: Pursue the award of federal, state, and private grants to augment operations activities, especially in the planning and engineering functions.

Transportation Demand Management

Goal 9: Reduce the single occupant vehicle demands on the current and future transportation system.

- o *Objective 1: Work towards reducing the City's vehicle miles traveled.*
- Policy 1: Implement and monitor the performance measures identified in Chapter 3 of this document in order to reduce vehicle miles traveled within Keizer.
- o *Objective 2: Reduce automobile travel demand generated by employment sites, retail development, schools, and public events in cooperation with the Metropolitan Planning Organization and other public interest groups.*
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| Policy 1: | Continue support of the Regional TDM Program, including the Cherriots Rideshare Program. |
| Policy 2: | The City shall explore the availability of funding sources to ensure the ongoing viability of the Regional TDM Program. |
| Policy 3: | Identify groups which have the greatest potential for reducing automobile trips, including employers and employment sites, and commuting students. Flexible-work schedules, telecommuting, transit ridership and car/van-pooling shall be emphasized as means to reducing trips. |
| Policy 4: | Increase contacts to employers and schools by periodically contacting employers and schools to encourage trip reduction efforts. The City may also use public recognition for those organizations' efforts. |
| Policy 5: | Increase ridesharing within the City by implementing internal incentive and recognition programs for employees who already use alternative transportation modes. |
| Policy 6: | Develop a program, possibly through the permit process, to encourage promoters of public events to raise awareness of available alternative transportation. An example is placing bus routes and times in advertisements for sporting events. |
| Policy 7: | Conduct marketing campaigns through various media to raise awareness of transportation options and to encourage the use of alternative transportation modes. |
| Policy 8: | Conduct outreach activities at schools and community groups to inform them about transportation mode choices and the effects. |

Goal 10: Ensure that the City of Keizer has an appropriate supply of parking facilities.

o *Objective 1: Determine Keizer's need for on-street parking facilities.*

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| Policy 1: | On-street parking is second in priority to the needs of the travel modes (i.e., vehicle, transit, bicycle, pedestrian) using the street right of way, except where abutting properties have no ability to provide their own off-street parking or where on-street parking is needed to support an existing business district. |
| Policy 2: | Where practical, existing on-street parking will be removed in preference to widening streets for additional travel lanes. |
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- o *Objective 2: Promote economic vitality and neighborhood livability by requiring an appropriate supply of off-street parking facilities.*
 - Policy 1: New development must provide, or have access to, an appropriate supply of off-street parking.
 - Policy 2: Through the land use process, continue to utilize maximum parking requirements. The purpose of this policy is to avoid the unnecessary use of land for off-street parking for new developments.
 - Policy 3: Major activity centers shall be accessible by transit and shall meet their parking demand through a combination of shared, leased, and new off-street parking facilities.
 - o *Objective 3: Reduce the City's parking supply per capita by ten percent by the year 2031.*
 - Policy 1: Work with the Metropolitan Planning Organization (MPO) to better estimate, evaluate, and monitor the parking inventory for commercial, industrial, and institutional lands within the MPO so as to meet the statewide goal of reducing per capita parking supply.
 - Policy 2: Develop strategies to implement the MPO's adopted parking measures on a local level.
 - Policy 3: Periodically review the City's off-street parking requirements to ensure that it is comprehensive and implements the goals of the TSP. This can include analysis of industry standards, changes in consumer behavior trends, or other measures.
 - Policy 4: Encourage new developments to establish parking plans which can utilize shared parking areas and alternative transportation options that will result in a reduction in the overall area needed for car parking.

Transportation System Management

Goal 11: Maximize the efficiency of the existing surface transportation system through management techniques and facility improvements.

- o *Objective 1: Provide a system of traffic control devices maintained and operated to an acceptable LOS.*
 - Policy 1: Continue modernization of the signal system and improvements in coordination and efficiency. The City shall employ traffic signal timing plans that maximize the efficiency of the system given the particular travel demand of that time of day.

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| Policy 2: | Conduct regular, preventive signal maintenance to avoid traffic delays and congestion from avoidable malfunctions. |
| Policy 3: | Regularly maintain all traffic control devices (signs and markings) to minimize congestion and driver delay due to confusion. While priority shall always be given to regulatory and warning signs, informational (street name and directional) signs shall also be given attention. |
| Policy 4: | Strive to give the physical improvement of intersections a higher priority than general street widening when seeking ways to increase capacity and relieve congestion. |
| Policy 5: | Install bus turnouts on existing rights of way for arterial streets as a means of facilitating traffic flow during peak travel periods. The feasibility, location, and design of bus bays shall be developed in consultation with the Salem Area Mass Transit District. |
| Policy 6: | Improve vision clearance through enforcement of maintenance requirements. |
- o *Objective 2: Improve physical design and management of on-street parking consistent with community need.*
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| Policy 1: | When on-street parking is permitted on an arterial street, removing the on-street parking shall be the first consideration for enhancing capacity. Depending upon the situation and proper analysis, timed on-street parking prohibitions during peak travel periods may be considered in lieu of permanent removal. |
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- o *Objective 3: Increase street system safety and capacity through access management.*
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| Policy 1: | Develop and adopt specific access management standards. |
| Policy 2: | When developed, access management standards will be incorporated into all arterial street design projects. |
| Policy 3: | Consistent with the goal of improving mobility, develop access management projects for arterials to improve safety and traffic flow. |

Goal 12: To protect the function and operation of the Chemawa/I-5 Interchange consistent with the planned land uses in the vicinity of the interchange. The primary function of this interchange is to serve statewide travel through the Salem/Keizer Metropolitan Area, and regional travel, where one trip end is in the Salem/Keizer Metropolitan Area and one is outside of the area. As the City's primary access to I-5, the Chemawa Interchange is also essential to the area's growth and economic development. Consequently, it is also a primary function of this interchange to serve the wide range of adopted land uses within the City that depend on the interchange for access to Interstate 5.

- Policy 1: The City supports the improvements described in the Chemawa/I-5 IAMP as the Recommended Alternative and, in partnership with ODOT, Marion County and Salem, shall pursue funding for the Recommended Alternative improvements. The City of Keizer does not favor or oppose the part of the plan known as Phase III (the Tepper Lane over-crossing and extension). It is expected that these improvements will be funded by some combination of City funds, County funds, transportation system development charges, development exactions, potential local improvement districts, transportation utility fees, and/or state and federal funds. Negotiations about proportional "fair share" contributions to the eventual financing strategies shall (1) reflect that the improvements benefit each jurisdiction involved in this IAMP, even when an improvement is not located within a jurisdiction's boundaries; and (2) recognize previous financial contributions to improve the interchange area transportation system.
- Policy 2: The potential projects described in the IAMP as the Recommended Alternative and illustrated in Figure 5-1 and Appendix I, are not currently included in the Salem-Keizer Area Transportation Study (SKATS) 2031 RTSP. Until adequate funding is specifically identified for all, or a component, of these recommended improvements in the RTSP, these shall not consider as "planned improvements" or "reasonably likely" to be constructed within the 20-year (2031) planning horizon pursuant to the Oregon Transportation Planning Rule (TPR), Oregon Administrative Rules (OAR) 660-012-0060.
- Policy 3: The City will coordinate with ODOT before amending the Transportation System Plan (TSP), proposing transportation improvements that could affect the function of the Chemawa/I-5 Interchange Area, or considering other land use plan or ordinance changes that are inconsistent with the adopted IAMP or the assumptions upon which it is based.
- Policy 4: Given that it has been determined that the improvements recommended in the Chemawa IAMP are not reasonably likely to be constructed within the 2031 planning horizon and are therefore not planned improvements that can be relied
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upon to support subsequent land use changes, the City shall establish alternative mobility standards for local intersections shown in Table 6-3 of the IAMP and incorporated into Chapter 4 (Table 4-7) of the TSP to match their expected performance through 2031 to the existing adopted land use plans. These alternative standards shall supersede any alternative standards previously adopted.

Policy 5: Privately initiated, quasi-judicial plan amendments within the Chemawa Interchange Overlay Zone that would result in an increase in travel demand and would cause the adopted alternative mobility standards in either the Oregon Highway Plan or the TSP to be exceeded must be mitigated as provided for under OAR 660-012-0060 or OAR 731-017. Legislative plan amendments initiated by the City that will result in an increase in travel demand that causes these alternative mobility standards to be exceeded shall require mutual agreement between the City and ODOT. Such agreement may be predicated upon improvement or other mitigation agreements and must be instituted through amendments to the IAMP and relevant local plans and ordinances.

Policy 6: In the event that all or a component of the Recommended Alternatives identified in this IAMP are included in the SKATS RTSP and become planned improvements that are therefore considered reasonably likely to be funded during the 2031 planning horizon, the City and ODOT will reassess the alternative mobility standards, as established in the IAMP and adopted in the TSP and OHP, and if necessary, adjust them (to be either more or less stringent) to support the land uses and travel demand associated with the existing adopted comprehensive plans at the time the specific improvements have been determined to be reasonably likely.

Policy 7: When the City legislatively updates the comprehensive plan and/or UGB in a manner that increases the future travel demand above the level assumed in this IAMP, the City shall coordinate with ODOT to update the IAMP, as mutually determined to be appropriate by ODOT and the affected jurisdictions. This kind of update may address land use assumptions, changes to recommended improvements, alternative mobility standards, and other relevant plan policies or ordinances.

Policy 8: The City shall notify and coordinate with ODOT in the review of proposed land use actions within the Chemawa Interchange Overlay Zone. Land use actions within the Chemawa Interchange Overlay Zone that may increase the future travel demand above the level assumed in this IAMP, such as zone changes, land use applications, development applications, non-land use actions such as requests for access to facilities under ODOT's jurisdictional authority, and other changes to the transportation system within the interchange management area must be found to be consistent with the adopted IAMP. Actions that are not

consistent with the IAMP may only be approved by also amending the IAMP and related TSPs in compliance with OAR 660-012-0050 and -0055.

Policy 9: In order to protect transportation facilities in the Chemawa Interchange Overlay Zone, the City shall require a Traffic Assessment Report for all land use changes, land use applications, and development applications in the area, or a Traffic Impact Analyses (TIAs), developed pursuant to the requirements of the Development Code, for high traffic generation proposals. The City will coordinate with ODOT Region 2 staff, as appropriate, to determine the extent of the impact analysis.

Policy 10: The Chemawa IAMP serves as the Access Management Plan for the Chemawa Interchange Overlay Zone; all proposed new approach roads and changes to approaches within the overlay must be consistent with this plan.

Policy 11: The City supports the expansion of transit service in the vicinity of the interchange and, specifically, supports the development of a transit center within the Chemawa Interchange Overlay Zone, as well as a potential future commuter rail connection when and/or if warranted.

Policy 12: The City shall notify and coordinate with the local public transit service provider (Salem-Keizer Transit, “Cherriots”) when land use applications are made in the Chemawa Interchange Overlay Zone.

Policy 13: Before or during the first review and update of the IAMP, which will occur within 5 to 10 years after its adoption, the City shall develop a strategy to enhance transportation demand management (TDM) in the Chemawa Interchange Overlay Zone. The TDM strategy may consist of either development requirements, a TDM program coordinated with employers within the Chemawa Interchange Overlay Zone, or some combination thereof.

Policy 14: The City supports walking and bicycling in the Chemawa Interchange Overlay Zone and will continue to explore ways to provide safe and accessible pedestrian and bicycle facilities in the vicinity of the interchange, especially in areas with environmental or other right-of-way constraints. In addition, the City will encourage enhanced treatments and facilities in the overlay, such as the existing pedestrian and bicycle undercrossings at Keizer Station in order to establish a safe, convenient, and continuous walking and bicycling system within the overlay that is connected to the existing and recommended surrounding transportation system.

Policy 15: The City will continue to explore ways to improve the local road system in order to relieve traffic on Chemawa Road and Lockhaven Road including improvements that are consistent with the IAMP Recommended Alternative

(Section 5.1). The City will confer with ODOT about opportunities for state funding to be secured for local circulation improvements, pursuant to OHP Policy 2B, Off-System Improvements.

**REVISION IS A NEW TABLE 4-7 FOUND ON PAGE 4-15.
THIS CHANGE WILL RESULT IN ALL FOLLOWING TABLES
NEEDING TO BE RENUMBERED.**

Chapter 4
Roadway System

ROADWAY SYSTEM

The roadway system is the primary means of mobility for Keizer residents. Pedestrians, bicyclists, and motorists all utilize public roads for the vast majority of their trips. Typically, roadways can be owned, operated, and maintained by the State of Oregon, a County, and/or a local jurisdiction. In Keizer all of the arterials and collectors are owned, operated, and maintained by the City of Keizer as illustrated in Figure 4.1. Salem Parkway (99E Business) and I-5 are owned and maintained by the Oregon Department of Transportation (ODOT).

With jurisdiction of the roadways, the City of Keizer is responsible for:

- Determining the road's functional classification. This sets the roadway's role in the transportation system and its design features, such as width, right-of-way requirements, driveway (access) spacing standards, and the types of pedestrian and bicycle facilities provided.
- General maintenance and upkeep.
- Approving construction and access permits.

Functional Classification

A roadway's functional classification describes its role in the transportation system. In general, the basis of the functional classification of a roadway is dependent upon the priority given to each of its two primary functions: 1) providing regional mobility, and 2) promoting local accessibility. Mobility refers to physical movement and is evaluated based on travel distance and speed, while accessibility refers to the ability to connect desired goods, services, activities, and destinations. The City of Keizer defines streets based on the following classifications:

- **Major Arterials** serve as the supporting framework for the City's roadway network. These roadways are intended to serve higher volumes of traffic and provide the highest level of mobility into, out of, and within the City of Keizer. Approximately 15,000 to 50,000 Average Daily Traffic (ADT) travel on major arterials. Cherry Avenue, Lockhaven Drive between River Road and I-5, and River Road are major arterials in Keizer.
- **Minor Arterials** complement the major arterial system and primarily handle trips within Keizer. Minor arterials function to provide access between major arterials and collector roads and can also provide access to community activity centers, such as schools and parks. Minor arterials should not go through residential neighborhoods. Minor arterials function with approximately 7,000 to 20,000 ADT. Chemawa Road between River Road and Lockhaven Drive, and Wheatland Road are examples of minor arterials in Keizer.

Figure 4.1 Roadway Jurisdictional Responsibility

- **Collectors** represent the intermediate roadway class. As their name suggests, these roadways collect traffic from the local street system and distribute it to the arterial street system. These roadways provide a balance between traffic movement and land access and facilitate traffic circulation through the city. Collectors function at 1,600 to 10,000 ADT. Chemawa Road between Windsor Island Road and 15th Avenue, and Dearborn Avenue are examples of collectors in Keizer.
- **Local roads** and streets are the lowest roadway class. Their primary purpose is to provide local land access and to carry locally generated traffic at relatively low speeds to the collector street system. Local streets provide connectivity through neighborhoods and are designed to discourage cut-through vehicular traffic. The majority of roadways in Keizer are local streets. As a general rule of thumb, residential livability concerns arise at approximately 1,600 ADT. This discussion is provided for reference only because the TSP focuses exclusively on Collector and Arterial Streets.



It is common for a street to have different classifications on some sections. As noted in the classification examples, Chemawa Road operates as both a minor arterial and collector within the City of Keizer. Figure 4.2 shows the classification of all roadways within the City of Keizer. As previously noted, Salem Parkway (99E Business) is owned and operated by ODOT. According to the ODOT functional classification system, Salem Parkway is classified as a Regional Highway (Expressway). As such its function is to provide regional mobility and, in this particular location, a connection between I-5 and Salem.

Figure 4.2 Roadway Functional Classification Map

Design Standards

The roadway design standards are shown in Table 4.1. The City of Keizer has developed street design standards based on the functional classification and operational needs of the roadway. The design standards were developed with close collaboration between planning and public works staff at the City. These standards are in accordance with the Transportation Planning Rule's requirement for minimum standards consistent with operational needs (Section 660-012-0045-7). Figures 4.3 and 4.4 illustrate the street design standard cross-sections.

The street design standards show five different options for local streets. These standards allow the City flexibility in the design of the street network.

Table 4.1 Street Design Standards

Functional Classification ¹	Number of Lanes	Parking	Bike Lanes ²	Roadway Width (ft.) ³	Sidewalks ⁴	Right-of-Way Width (ft.) ^{4,5}	Maximum Dwelling Units Served
Major Arterial	5	No ⁶	Yes	50-72	Yes	84	-
Minor Arterial	3	No ⁶	Yes	36-50	Yes	72	-
Collector	2	No ⁶	Yes	36-50	Yes	68	-
Local V	2	Yes	No	34	Yes	48	-
Local IV	2	Yes	No	32	Yes	46	79
Local III	2	Yes	No	30	Yes	44	19
Local II	2	Yes	No	30	Yes	42	14
Local I	2	Yes ⁷	No	28	Yes ⁷	35	9

¹ All local street categories have a ten-foot public utility easement on both sides and a five-foot slope and utility easement on collectors and arterials.

² Standard bike lane widths are six feet; although five feet may be approved on a case by case basis.

³ Street improvement and right-of-way widths may be increased on a case by case basis as required by the city in accordance with Public Works Design Standards.

⁴ All streets will have five foot wide sidewalks on both sides, unless noted. Meandering sidewalks may be considered/required on arterials and collectors.

⁵ Additional right-of-way may be required at intersections for additional turning lanes. Right-of-way at intersections is required to provide for a minimum 20 foot curb return radius.

⁶ Depending on installed improvements.

⁷ Parking/sidewalks only required on one side of street.

Table 4.1 shows that parking is generally not allowed on higher order streets (i.e. arterial and collector streets), however under some circumstances it may be permitted where it is considered appropriate by the City. This will be determined at the discretion of the City Engineer or City Council on a case by case basis.

These guidelines also include five foot planter strips on collectors and minor arterials. Additionally, use of transit is facilitated by construction of bus pullouts on Local Street V, collectors, and arterials.

The City of Keizer has also developed design standards for access easements. An access easement is a private roadway that serves less than five dwelling units. These standards are shown in Table 4.2 and illustrated in Figure 4.3.

Table 4.2 Private Easement Street Design Standards

Easement Type	Minimum Right-of-Way Width (ft.)	Minimum Pavement Width (ft.)	Parking	Sidewalks	Maximum Dwelling Units Served
Access Easement II	16	16	No	No	4
Access Easement I	12	12	No	No	2

Figure 4.3 Roadway Cross Sections

Figure 4.4 Local Roadway Cross Sections

Access Management Strategies

As noted earlier in this chapter, arterial streets serve two functions; 1) providing regional mobility for through traffic, and 2) promoting local accessibility for properties fronting and adjacent to the roadway. Because of the conflicting nature of these two functions, the traffic mobility function of arterial streets can be hampered by providing too much access to individual properties.

It is the purpose of this section to try and maintain the balance between these two arterial functions, recognizing both the rights of property owners to reasonable access and the public purpose of efficient traffic flow. These standards apply to new development or redevelopment; existing accesses are allowed to remain as long as the land use does not change. As a result, access management is a long term process in which the desired access spacing of a street evolves as redevelopment occurs.

In implementing access management standards, parcels cannot be landlocked but must have some way of accessing the public street system. This may mean allowing shorter access spacing than would otherwise be allowed, but the possibility of providing shared access with a neighboring parcel should also be explored.

Arterial Access Spacing Standards

On arterial streets, the minimum distance between curb cuts on any one block face, or between curb cuts and an intersecting street, is based on the posted speed of the street and shall not be less than 150 feet. No driveway will be permitted within the operational area of a traffic signal. Minimum distance for a curb cut from a signalized intersection will be 200 feet. Measurements shall be taken from the inside edge of the driveway, excluding any apron.

Table 4.3 shows the minimum spacing for public streets and driveways on an arterial street. Minimum and maximum allowed widths for private driveways for various land uses are summarized in Table 4.4.

Table 4.3 Arterial Access Spacing Standards

Posted Speed (miles per hour)	Minimum Spacing (feet)
25	150
30	150
35	150
40	185
45	230
50 or higher	275

Table 4.4 Private Access Driveway Width Standards

Land Use	Minimum Width (feet)	Maximum Width (feet)
Single Family Residential	12	24
Multi-Family Residential	24	30
Commercial	30	40
Industrial	30	40

Where the existing configuration of properties and curb cuts in the vicinity of the building site precludes spacing of an access in accordance with Table 4.3, the Public Works Director shall be authorized to reduce the spacing requirement if all of the following conditions have been met:

1. Joint access driveways and cross access easements are provided, where possible, in accordance with the standards;
2. The site plan incorporates a unified access and circulation system in accordance with standards; and
3. The property owner enters into a written agreement with the City that pre-existing connections to the site will be closed and eliminated after construction of each side of the joint use driveway.

Driveway approaches must be designed and located so that an exiting vehicle will have an unobstructed sight distance (exclusive of tree trunks and post or columns less than one foot in diameter) in accordance with Table 4.5.

Table 4.5 Driveway Access Sight Distance Standards

Posted Speed (miles per hour)	Minimum Sight Distance (feet)
25	150
30	175
35	225
40	275
45	325
50 or higher	350

Access Management Techniques

From an operational perspective, access management measures limit the number of redundant access points along roadways. This enhances roadway capacity and benefits circulation. Enforcement of the access spacing standards should be complemented with the provision of

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alternative access points. Purchasing right of way and closing driveways without a parallel road system and/or other local access could seriously affect the viability of the impacted properties. Thus, if an access management approach is taken, alternative access should be developed to avoid “landlocking” a given property.

As part of every land use action, the City of Keizer will evaluate the potential need for conditioning a given development proposal with the following items in order to maintain and/or improve traffic operations and safety along arterial and collector roadways.

- Crossover easements should be provided, where possible, on all compatible parcels (considering topography, access, and land use) to facilitate future access between adjoining parcels.
- Conditional access permits may be issued to developments having proposed access points that do not meet the designated access spacing policy and/or have the ability to align with opposing driveways.
- Right of way dedications may be provided to facilitate the future planned roadway system in the vicinity of proposed developments.
- Half-street improvements (sidewalks, curb and gutter, bike lanes/paths, and/or travel lanes) may be provided along site frontages that do not have full build out improvements in place at the time of development.

Figure 4.5 illustrates the application of crossover easements and conditional access permits over time to achieve access management objectives. The individual steps are described in Table 4.6. As illustrated in the figure and supporting table, using these guidelines, driveways along the arterials will eventually move in the overall direction of the access spacing standards as development and redevelopment occur.

Figure 4.5 Crossover easement consolidation

Table 4.6 Crossover Easement/Access Consolidation/Conditional Access Process

Step	Process
1	EXISTING – Currently Lots A, B, C, and D have site access driveways that neither meet the access spacing criteria nor align with driveways or access points on the opposite side of the roadway. <i>Under these conditions motorists are put into situations of potential conflict (conflicting left turns) with opposing traffic. Additionally, the number of side-street (or site-access driveway) intersections decreases the operation and safety of the roadway.</i>
2	REDEVELOPMENT OF LOT B – At the time that Lot B redevelops, the City would review the proposed site plan and make recommendations to ensure that the site could promote future crossover or consolidated access. Next, the City would issue conditional permits for the development to provide crossover easements with Lots A and C, and grant a conditional access permit to the lot. <i>After evaluating the land use action, the City would determine that LOT B does not have either alternative access, nor can an access point be aligned with an opposing access point, nor can the available lot frontage provide an access point that meets the access spacing criteria for this segment of roadway.</i>
3	REDEVELOPMENT OF LOT A – At the time Lot A redevelops, the City would undertake the same review process as with the redevelopment of LOT B (see Step 2); however, under this scenario the City would use the previously obtained crossover easement at Lot B to consolidate the access points of Lots A and B. The City would then relocate the conditional access of Lot B to align with the opposing access point and provide safe and efficient access to both Lots A and B. <i>The consolidation of site-access driveways for Lots A and B will not only reduce the number of driveways accessing the roadway, but will also eliminate the conflicting left-turn movements on the roadway by the alignment with the opposing access point.</i>
4	REDEVELOPMENT OF LOT D – The redevelopment of Lot D will be handled in the same manner as the redevelopment of Lot B (see Step 2)
5	REDEVELOPMENT OF LOT C – The redevelopment of Lot C will be reviewed once again to ensure that the site will accommodate crossover and/or consolidated access. Using the crossover agreements with Lots B and D, Lot C would share a consolidated access point with Lot D and will also have alternative frontage access via the shared site-access driveway of Lots A and B. <i>By using the crossover agreement and conditional access permit process, the City will be able to eliminate another access point and provide the alignment with the opposing access points.</i>
6	COMPLETE – After Lots A, B, C, and D redevelop over time, the number of access points will be reduced and aligned, and the remaining access points will either meet or move in the direction of the access spacing plan.

Traffic Operations Standards

Traffic operations at intersections are described using two measures known as level of service (LOS) and volume-to-capacity (v/c) ratio.

Level of Service Standard

Level of service represents ranges in the average amount of delay that motorists experience when passing through the intersection. LOS is measured on an “A” (best) to “F” (worst) scale. At signalized and all-way stop-controlled intersections LOS is based on the average delay experienced by all vehicles entering the intersection. At two-way stop-controlled intersections LOS is based on the average delay experienced by the worst movement at the intersection, typically a left-turn from the stop-controlled street. For signalized intersections in the City of Keizer, LOS “D” (representing no more than 55 seconds of average delay) is considered to be the minimum acceptable operational level. For unsignalized intersections LOS “E” (representing no more than 50 seconds of average delay) is considered to be the minimum acceptable level.

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Volume-to-Capacity Standard

The volume-to-capacity (v/c) ratio is a measure of how close an intersection is operating to its theoretical capacity. The theoretical capacity of an intersection is the number of vehicles that can pass through in a given period of time. A v/c ratio of 1.00 or more indicates that more traffic is traveling through the intersection per hour than the theoretical capacity of the intersection.

The City of Keizer maintains a v/c standard for arterial/arterial intersections as the operation of these intersections is critical to the operation of the network as a whole. Therefore an intersection of two arterial roadways must have a v/c ratio of 0.95 or less to be operating acceptably. For all other intersection types, only the LOS is used for determining intersection operation.

Table 4-7: Alternative Mobility Standards for City of Keizer Facilities in the Chemawa Interchange Overlay (CIO) Zone

<u>Intersection</u>	<u>Existing Mobility Standard</u>	<u>Forecasted 2031 V/C Ratio Applying AMS</u>	<u>Alternative Standard (AMS) Assumptions and Thresholds</u>
<u>Lockhaven @14th</u>	<u>V/C 0.87</u>	<u>0.97</u>	<u>Apply non-Seasonally Adjusted Volumes for analysis</u> <u>Apply hourly Peaking instead of 15-minute peaking</u> <u>Increase mobility standard to V/C<1.0</u>
<u>Lockhaven@ McLeod</u>	<u>V/C 0.87</u>	<u>0.76</u>	<u>Increase mobility standard to V/C < 1.0</u>
<u>Lockhaven@ Chemawa/Keizer Station</u>	<u>V/C 0.87</u>	<u>0.85</u>	<u>Increase mobility standard to V/C < 1.0</u>
<u>Lockhaven @ River</u>	<u>V/C 0.87</u>	<u>0.87</u>	<u>Increase mobility standard to V/C < 1.0</u>
<u>Lockhaven @Verda</u>	<u>V/C 0.87</u>	<u>0.69</u>	<u>Increase mobility standard to V/C < 1.0</u>

Transportation System Management

Transportation system management (TSM) is a term used to describe measures and techniques that attempt to maximize street system capacity and reduce demand. TSM measures are typically low cost, localized improvements to the existing infrastructure to increase its efficiency. TSM measures should always be considered in addition to roadway and capacity improvement projects. TSM measures relevant to Keizer include:

- Access management (apply access spacing standards, implement access management strategies).
- Improve traffic control devices (optimize signal timing, maintain and modernize signs and signals).
- On-street parking management (remove parking when extra capacity is required, prohibit parking on busy streets during peak periods).

As projects are identified and designed for the community, TSM measures should be considered as viable solutions to be integrated into projects.

Existing Traffic Operations Analysis

A detailed description of the existing conditions analysis (completed in January 2008) is found in the Existing Conditions Assessment memorandum provided in Appendix D of Volume II of this Transportation System Plan. Figures 4.6 and 4.7 provide a summary of the existing conditions operations analysis at the study intersections during the weekday a.m. and p.m. peak hours, respectively.



Signalized Intersections

According to the existing conditions summary, all signalized study intersection along City of Keizer arterials and collectors currently operate at a LOS “D” or better during the weekday a.m. and p.m. time periods. An intersection of two arterial roads must also have a v/c ratio of 0.95 or less to be considered to have an acceptable level of operation.

The performance of the intersections of Cherry Avenue and Verda Lane on Salem Parkway are measured against the ODOT volume-to-capacity ratio standard of 0.85. Both intersections are operating at acceptable volume-to-capacity ratios.

Unsignalized Intersections

During the existing weekday p.m. peak hour the Lockhaven Drive/Verda Lane intersection operates at LOS "F" due to the critical shared northbound left/right movement. The shared northbound left/right movement on Verda Lane is currently under capacity with a v/c ratio of 0.46, and it is likely that adequate gaps exist in traffic on Lockhaven Drive due to the signalized intersection of River Road/Lockhaven Drive, and 14th Avenue/Lockhaven Drive surrounding the intersection. All other traffic movements through this intersection currently experience acceptable levels of service.

Roadway Safety

The critical rate method was used to identify if any of the study intersections had crash rates exceeding what would be expected at comparable intersections. The intersection of Verda Lane/Salem Parkway was identified as having more crashes than expected. Because this intersection is not under City of Keizer jurisdiction it is recommended that the City work closely with ODOT on future monitoring and possible intersection improvements.

In addition, a review of crash type and severity data, and intersection geometry was also conducted at the other study intersections. Based on this review, three additional intersections were identified for further study:

- River Road/Manbrin Drive – because of the relatively high number of turning-movement collisions and injury accidents,
- River Road/Dearborn Avenue – because of the relatively high number turning-movement collisions and injury accidents.
- River Road/Wheatland Road – because of the complexity of the intersection involving off-setting eastbound and westbound approaches and the curvature of the eastbound approach in close proximity to the signal. In addition, the collision diagrams showed a potential issue with the northbound left-turn movement and revealed that there could also be issues with sneakers – vehicles attempting to make the northbound left-turn movement during the yellow or all-red clearance interval.

There were no fatalities at any of the study intersections between 2002 and 2006.

Figure 4.6 Existing Conditions Traffic Conditions, Weekday AM Peak Hour

Figure 4.7 Existing Traffic Conditions, Weekday PM Peak Hour

Future No-Build Conditions Analysis

The “no-build” scenario transportation analysis consists of 2031 forecasted traffic volumes assigned to the existing roadway system with no capacity improvements other than those currently programmed (i.e. those projects with committed funding). The programmed improvements include the following:

- Additional east/west travel lanes on Lockhaven Drive/Chemawa Road between McLeod Lane and Ulali Drive/ Stadium Drive.
- Widening of Verda Lane from Chemawa Road to the south City limits to include additional travel lanes, bicycle lanes, and sidewalks.
- Widening of Chemawa Road to major arterial design standards including sidewalks and bike lanes.
- Traffic signal interconnects along River Road and Lockhaven Drive.

Methods for developing the forecast traffic volumes are shown in Appendix E of Volume II of the TSP. Assuming the existing transportation system plus the programmed projects shown above, and if growth occurs as assumed in the SKATS model, traffic operations at all of the study intersections will degrade. Figure 4.8 illustrates the future volumes and traffic operations analyses during the weekday p.m. peak hour.

Table ~~4.7~~ 4.8 provides a comparison of the existing and future traffic operations at each of the study intersections. In Table ~~4.7~~ 4.8 the intersection operation is described as a function of under, near, at, or over capacity based upon the v/c ratio. An intersection is considered to operate “under capacity” when the v/c ratio is 0.90 or less. If the v/c is between 0.90 and 0.94, the intersection is considered to be “near capacity”. An intersection is “at capacity” when the v/c ratio is between 0.95 and 0.99. If the v/c is greater than or equal to 1.00, then the intersection is considered to be “over capacity.”

Table 4.7 2031 Base Intersection Operations

Intersection	Existing 2007		Future 2031	
	LOS	Capacity	LOS	Capacity
Two-Way Stop Controlled Intersections				
Verda Lane / Lockhaven Drive	F	Under Capacity	F	Over Capacity
All-Way Stop Controlled Intersections				
Verda Lane / Chemawa Road	C	Under Capacity	F	Over Capacity
Signalized Intersections				
River Road / Wheatland Road	C	Under Capacity	C	At Capacity
River Road / Manzanita Street	C	Under Capacity	C	Under Capacity
River Road / Lockhaven Drive	D	Under Capacity	D	Near Capacity
Lockhaven Drive / 14 th Avenue	B	Under Capacity	E	Over Capacity
Lockhaven Drive / Chemawa Road	B	Under Capacity	D	Under Capacity
River Road / Chemawa Road	D	Under Capacity	D	Near Capacity
River Road / Dearborn Avenue	B	Under Capacity	C	At Capacity
River Road / Manbrin Drive	B	Under Capacity	C	Under Capacity
River Road / Shangri-La	A	Under Capacity	B	Under Capacity
River Road / Broadway	B	Under Capacity	C	Under Capacity
Salem Parkway / Cherry Avenue	C	Under Capacity	D	Near Capacity
Salem Parkway / Verda Lane	D	Under Capacity	E	Over Capacity

Notes:

-Shading represents intersections where the level of service (LOS) is exceeding adopted standards or the volume-to-capacity ratio is near, at, or over capacity.

-Under Capacity = volume-to-capacity ratio (v/c) <0.90, Near Capacity = v/c Ratio 0.90-0.94, At Capacity = v/c Ratio 0.95-0.99, Over Capacity = v/c Ratio ≥1.0

-Signalized and all-way stop delay represents the average vehicle delay for the whole intersection.

-Unsignalized delay represents the highest minor street approach delay.

-For a detailed review of the intersection level of service and capacity conditions, see Appendix B in Part II of the TSP.

Figure 4.8 Future Traffic Conditions

Roadway Capacity Upgrade Projects

The results of the future conditions no-build analysis showed a number of intersections that are projected to have operating deficiencies. Notably, the following signalized intersections are forecast to operate at an unacceptable level of service (LOS “E” or worse) and exceed their available capacity by the year 2031:

- 14th Street/Lockhaven Drive
- Verda Lane/Salem Parkway
- Salem Parkway/Cherry Avenue

In addition, the critical movements at the following unsignalized intersections are projected to exceed capacity and operate with a level of service “F” in year 2031:

- Verda Lane/Chemawa Road
- Verda Lane/Lockhaven Drive

Finally, several intersections are projected to operate near, at, or over capacity by the year 2031 without exceeding the level of service standards. These intersections include:

- River Road/Wheatland Road (identified for further investigation based on the existing crash analysis)
- River Road/Lockhaven Drive
- River Road/Chemawa Road
- River Road/Dearborn Avenue (identified for further investigation based on the existing crash analysis)
- River Road/Manbrin Drive (identified for further investigation based on the existing crash analysis)

The following section provides an evaluation of alternative intersection improvements and other street improvements that would mitigate the above deficiencies. Table 4.8 provides a summary of roadway system improvement projects discussed in detail. These projects are not listed in any order of priority or cost.

The first four projects listed are expected to be carried out in conjunction with one another and have been evaluated accordingly (i.e. River Road/Wheatland Road; River Road/Manzanita Street; Verda Lane Extension; and Verda Lane/Lockhaven Drive). The remaining projects are expected to be undertaken independent to other projects noted herein.

Conceptual sketches of the upgrades are also included for each project. Because these sketches are conceptual, full pedestrian and cyclist facilities have not been illustrated on all of the figures. Nonetheless, these facilities will be included during the detailed planning stage and the ultimate design.

A number of options are available to provide for cyclists at these intersections including on-street cycle lanes. There is currently no clear guidance as to whether cycle lane marking can extend through an intersection. However the Manual on Uniform Traffic Control Devices (MUTCD) (Section 3B08) notes that if markings are to continue through an intersection, they must be the same color and width as the lane on either side of the intersection. This is one option for providing cycle lanes through various intersections that should be investigated when designing new projects.

Table 4.9 Roadway Improvement Project Summary

#	Location	From	To	Description of Improvement	Priority	Cost*
R1	Salem Parkway I-5 On-Ramp	N/A	N/A	– Widen Salem Parkway on-ramp to I-5 to two lanes. – Coordination with ODOT required	High	\$
R2	River Road/ Manzanita Street	N/A	N/A	– Move intersection approximately 250 feet to the south. – Realign and reconstruct Manzanita Street and McNary Estates Drive approaches to River Road. – Construct separate westbound through and right-turn lanes.	Medium	\$\$\$
R3	River Road/ Wheatland Road	N/A	N/A	– Construct dual northbound left-turn lanes. – Change north and south left-turn phases to a protected left-turn phase. – Extend length of second southbound through lane.	Medium	\$\$\$
R4	River Road/ Lockhaven Drive	N/A	N/A	– Convert westbound approach to dual left-turn lanes, single through lane, and separate right-turn lane. – Convert east/west split phasing to protected left-turn phasing. – Implement access management measures on adjacent properties with driveways within intersection influence area at the time of property redevelopment.	Medium	\$\$
R5	Verda Lane Extension	River Road	Lockhaven Drive	– Extend Verda Lane north of Lockhaven Drive to connect with River Road at new alignment of McNary Estates Drive. – Realign Trail Avenue.	Low	\$\$\$
R6	Lockhaven Drive/ 14 th Avenue	N/A	N/A	– Construct westbound right-turn lane. – Modify northbound and southbound approaches to include separate left-turn lane and shared through and right-turn lane.	High	\$
R7	Chemawa Road/ Verda Lane	N/A	N/A	– Install a single-lane roundabout at intersection.	Medium	\$\$-\$\$\$
R8	Lockhaven Drive/ Verda Lane	N/A	N/A	– Signalize intersection with Verda Lane extension to the north. – Restrict north/south through movements on Verda Lane.	Low	\$\$
R9	Transportation and Access Management – Various Locations	River Road	Chemawa Road	– Perform Lockhaven Drive Corridor Study.	High	\$
		South City Limits	Lockhaven Drive	– Perform River Road Corridor Study.	High	\$
		Lockhaven Drive	Windsor Island Drive	– Perform Chemawa Road Corridor Study.	High	\$

* \$\$\$ - Expected to have major ROW needs and/or a significant project scope.

\$\$ - Expected to have some ROW needs and/or a moderate project scope.

\$ - Expected to have minor ROW needs and/or a small project scope.

River Road / Wheatland Drive

This intersection is forecast to operate near capacity ($v/c=0.98$) due to a heavy northbound and southbound traffic on River Road and a particularly heavy northbound left-turn movement from River Road to Wheatland Drive. The crash analysis revealed a potential issue with the northbound left-turn movement and revealed that there could also be issues with sneakers – vehicles attempting to make the northbound left-turn movement during the yellow or all-red clearance interval. Given the constrained geographic nature of the northern part of the City and the lack of parallel north/south roadways, the River Road/Wheatland Road intersection is an intersection of critical importance. As such, the noted capacity constraints will need to be addressed at the intersection.

Improvements at this intersection include the following:

- The heavy northbound left-turn movement will need dual left-turn lanes and a protected left-turn phase to provide additional capacity and minimize vehicle queuing.
- The outside (curb lane) southbound through lane will need to be lengthened to improve lane utilization and better accommodate directional southbound through volumes.

The improvements can help improve safety by accommodating additional vehicles during each phase of the signal cycle. This will reduce driver delay and may reduce the number of vehicles entering the intersection during yellow or all-red time. Additionally, the protected phase for northbound left turn will provide protection from southbound traveling vehicles on River Road. Table 4.9 summarizes the no-build and the improvement alternatives. A sketch of the improvement is presented in Figure 4.9.

As noted earlier, this sketch is conceptual and does not include details of pedestrian or cyclist facilities. These features will be added as part of the detailed design stage to ensure that the needs of all road users are met.

Table 4.8 Summary of River Road / Wheatland Road Project

	No-Build Alternative	Improvement Alternative
		– Add second northbound left-turn lane and protected left-turn signal phase. – Lengthen outside southbound through lane
Traffic Operations	Will operate at capacity. Excessive vehicle queues on the northbound left-turn lane and southbound through lane.	Will operate with sufficient capacity. Better southbound through lane utilization and vehicle queues.
Safety	Likely to see crash patterns consistent with existing conditions which include rear-end collisions and angle collisions associated with the northbound left-turn. Increasing traffic volumes and vehicle queuing concerns may lead to additional collisions involving the northbound left-turn movement.	Protected left-turn phasing has the potential to reduce the frequency and severity of angle type crashes. Better southbound through lane utilization has the potential to reduce vehicle queues and limit rear-end collisions.
Impacts	Potential for bottleneck conditions. Increasing vehicle delay, intersection safety, and congestion.	Will require significant intersection modifications and lane widening on River Road and Wheatland Road. Significant property impacts to the northwest quadrant of intersection.
Cost	N/A	High (\$) due to significant ROW needs, additional receiving lanes on Wheatland Road, and property impacts.

Figure 4.9 River Road / Wheatland Road

River Road / Manzanita Street

The River Road/Manzanita Street intersection is currently located within close proximity of the River Road/Wheatland Drive intersection. Given the projected traffic volume increases along River Road, greater separation between these two intersections would improve the progression of traffic flow along River Road and minimize the potential for vehicle queue spillback and rear-end crashes. The alternative to achieve greater intersection separation involves relocating the existing River Road/Manzanita Street intersection approximately 250 feet south of its current location. This relocation also involves the reconstruction of both the McNary Estates Drive and Manzanita Street approaches. The existing section of Manzanita Street, east of River Road, would be vacated or converted to a cul-de-sac with access from Trail Avenue to meet access requirements, if necessary. A shared path for pedestrians and cyclists would also be created in this area as part of the realignment to provide convenient connections to the north on River Road for non-motorized modes.

Coupled with the extension of Verda Lane discussed below, this intersection becomes a key component in the establishment of a partial north/south alternative to River Road. An evaluation of the alternative is presented in Table 4.10. Figure 4.10 illustrates a conceptual sketch of the alternative. Pedestrian and cyclist facilities through the intersection are not illustrated in detail in this figure but will be required as the plan for this intersection is developed.

Table 4.9 Summary of River Road / Manzanita Street Project

	No Build Alternative	Realignment Alternative
		– Move intersection approximately 250 feet to the south. Reconstruct McNary Estates Drive and Manzanita Street approaches. – Construct separate westbound through and right-turn lanes.
Traffic Operations	Will operate near capacity. Close spacing to River Road/Wheatland Drive intersection will result in poor progression and queuing conflicts. Long westbound vehicle queues.	Will operate with sufficient longer-term capacity. Improved intersection spacing with River Road/Wheatland Drive. Westbound right-turn lane will decrease delay and add long-term capacity to the intersection.
Safety	No change to the existing condition; therefore safety concerns are likely to continue which include rear-end collisions along River Road.	Increased intersection spacing from Wheatland Drive will reduce the potential for vehicle queue backups and rear-end crashes.
Impacts	Without improvements, queue spillbacks are likely from the River Road/Wheatland Drive intersection. Increasing vehicle delay, intersection safety, and congestion.	Both the McNary Estates Drive and Manzanita Street approaches will need to be reconstructed, requiring significant amounts of right-of-way. Although right-of-way will be needed, adjacent properties are currently undeveloped.
Cost	N/A	High (\$) due to ROW acquisition needs, roadway and traffic signal construction costs, intersection realignment, and property impacts.

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Figure 4.10 River Road / Manzanita Street

Extension of Verda Lane

The north/south movements within the City of Keizer are currently limited to a few key corridors such as River Road and portions of Verda Lane and Chemawa Road. Opportunities for the development of new corridors are limited. One potential corridor that could still be established is an extension of Verda Lane from its current terminus at Lockhaven Drive to a new connection with River Road just south of the existing Manzanita Street intersection.

If pursued, the Verda Lane extension would be constructed concurrently with intersection modifications at the Lockhaven Drive/Verda Lane, detailed in the following section, and following completion of upgrades at the River Road/Manzanita Street intersection, outlined in the section above.

This project consists of extending Verda Lane north of Lockhaven Drive and connecting to River Road at the new alignment of the Manzanita Street/McNary Estates Drive intersection.

Utilizing a portion of the Trail Avenue corridor, this extension will provide an alternative route to allow some traffic the opportunity to bypass the River Road/Lockhaven Drive intersection. In addition, the more direct connection between River Road and Lockhaven Drive would potentially minimize the amount of neighborhood cut-through traffic that currently takes place along the 14th Avenue and Harmony Road corridors.

An evaluation of the project is presented in Table 4.11. A conceptual layout is shown in Figure 4.11. It is expected that the extension will provide appropriate facilities for pedestrians and cyclists.

Table 4.10 Summary of Verda Lane Extension Project

	No Build Alternative	Extension Alternative – Extend Verda Lane from Lockhaven Drive to River Road.
Traffic Operations	Traffic destined for River Road will continue to cut through the residential neighborhoods to the north using 14 th Avenue, Harmony Drive, and Manbrin Street.	Alternative route has the potential to reduce cut through traffic on local streets. May potentially reduce traffic demand at the River Road/Lockhaven Drive intersection.
Safety	No change to the existing condition.	Would help to reduce through traffic on residential streets, thereby improving the safety of those streets.
Impacts	Continue to see cut-through traffic on local neighborhood streets. River Road/Lockhaven Drive will continue to be the primary intersection for accommodating traffic from the northern part of the City that is destined to/from the Chemawa interchange.	Would require significant amounts of right-of-way. Special intersection design treatments would be necessary at the Lockhaven Drive/Verda lane intersection to reduce north/south through movements (see Lockhaven Drive/Verda Lane intersection project).
Cost	N/A	High (\$) due to ROW acquisition needs, roadway

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		construction costs, and property impacts.
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Figure 4.11 Verda Lane Extension

Lockhaven Drive / Verda Lane

In order to establish the extension of Verda Lane, consideration was given to its intersection with Lockhaven Drive. A number of different concepts were developed and reviewed for this location, including traffic calming and a roundabout. These concepts were rejected by the local community in keeping with their desire to minimize through traffic volumes on Verda Lane south of Lockhaven Drive. Figure 4.12 illustrates the community's preferred intersection form.

As shown in this figure, the intersection improvements include a treatment to limit the volume of through traffic along Verda Lane south of Lockhaven Drive. Such channelization would effectively preclude Verda Lane from becoming a through route and thus maintain local street volumes on this portion of Verda Lane; a desire clearly expressed by residents of this neighborhood. A description and evaluation of the project is provided in Table 4.12 below.

While pedestrian and cyclist facilities are not shown on Figure 4.12 they will be considered during the detailed design stage of the project. Since the intersection will be signalized, these users can be safely accommodated with this design.

Table 4.11 Summary of Lockhaven Drive / Verda Lane Project

	Limited Movement Intersection Configuration – Signalize the intersection of Lockhaven Drive and Verda Lane. – Restrict north/south through movements on Verda Lane at Lockhaven Drive.
Traffic Operations	As a signalized intersection with limited movements, the improvement will result in LOS "A" with sufficient longer-term capacity.
Safety	Signalization will improve the accessibility and safety for turning movements to/from Verda Lane. Signalization will also improve the ability for pedestrians and cyclists to safely cross at this intersection.
Impacts	Extension of Verda Lane will require right-of-way. Adjacent property is currently undeveloped, resulting in minimal impacts to existing properties. Restriction of through movements will likely keep traffic volumes to levels that are desirable for a local street through a residential neighborhood.
Cost	Moderate (\$) due to traffic signal construction costs, medians, and other intersection modifications.

Figure 4.12 Lockhaven Drive / Verda Lane

River Road / Lockhaven Drive

River Road/Lockhaven Drive intersection is projected to operate at LOS "D". This, according to City standards, is acceptable. However the long-term capacity of the intersection is limited due to existing geometric and signal phasing inefficiencies. To improve the long-term capacity, the westbound approach will need dual left-turn lanes, a single through lane, and a separate right-turn lane. This widening and lane reconfiguration will allow the existing east/west split phasing to be replaced with a more conventional and efficient protected left-turn phasing. An evaluation of the project is presented in Table 4.13. A sketch illustrating this project is provided in Figure 4.13.

Table 4.12 Summary of River Road / Lockhaven Drive Project

	No Build Alternative	Improvement Alternative
		– Convert westbound approach to dual left-turn lanes, a single through lane, and a separate right-turn lane. – Convert east/west split phasing to a more conventional protected left-turn phasing. – Upon redevelopment of adjacent properties, implement access management measures for those driveways within the influence area of the signalized intersection.
Traffic Operations	Will operate at LOS "D" and near capacity. Excessive vehicle queues on the westbound approach.	With westbound dual left-turn lanes and separate through and right-turn lanes, the intersection will operate at LOS "D" and under capacity.
Safety	No change to the existing layout; therefore safety concerns are likely to worsen as traffic volumes grow.	Additional westbound lanes will minimize vehicle queues and reduce the potential for rear-end collisions. Improved access management will reduce turning movement conflicts within the intersection influence area.
Impacts	Without improvements, the long-term capacity of the intersection is limited through the 2031 study period. Increasing vehicle delay, intersection safety, and congestion.	Lane additions on Lockhaven Drive will require right-of-way and will likely have significant property impacts to adjacent businesses.
Cost	N/A	Moderate (\$) due to ROW acquisition needs for the westbound right-turn lane and traffic signal modification.

Figure 4.13 River Road / Lockhaven Drive

Lockhaven Drive / 14th Avenue

A high east/west travel demand is projected to limit the long-term capacity of the Lockhaven Drive/14th Avenue intersection. To maximize the available capacity of the intersection, a westbound right-turn lane will be needed. In addition, the north and south 14th Avenue approaches will need to be modified to include a separate left-turn lane and shared through/right-turn lane. A sketch of the project is presented in Figure 4.14. A summary of the project is provided in Table 4.14.

Table 4.13 Summary of Lockhaven Drive / 14th Avenue Project

		Improvement Alternative
	No Build Alternative	– Construct a westbound right-turn lane. – Modify the northbound and southbound approaches to include a separate left-turn lane and shared through/right-turn lane.
Traffic Operations	Traffic volumes are projected to continue to increase, limiting the overall capacity of the intersection along this primary east/west arterial.	A westbound right-turn lane will provide additional longer-term capacity at the intersection.
Safety	No change from existing conditions.	May reduce the potential for rear-end collisions along Lockhaven Road.
Impacts	Significant vehicle queues and delays.	Will require some ROW acquisition and have some property impacts.
Cost	N/A	Low (\$) due to some relatively minor ROW needs and traffic signal modification requirements.

Figure 4.14 Lockhaven Drive / 14th Avenue

Verda Lane / Chemawa Road

This intersection is forecast to operate at LOS "F" and exceed its available capacity as an all-way stop-controlled intersection. Mitigation for this intersection includes the installation of a single lane roundabout. A roundabout will provide for continuous traffic flow through the intersection and can effectively reduce the severity of crashes. The traffic operations at a single lane roundabout are comparable to those of a traffic signal. Details of the single lane roundabout are provided in Table 4.15. A sketch of the intersection is presented in Figure 4.15. Pedestrian and cyclist facilities will be included during the detailed design of the intersection.

If the installation of a roundabout becomes unfeasible, alternatively a traffic signal could be installed at this intersection. Analysis of traffic signal warrants was completed and the forecast 2031 volumes indicate that the signal warrants will be met for this intersection. It was assumed that Chemawa Road was the major road when conducting the traffic signal warrant analysis. A summary of the signalized intersection operation and preliminary sketch was completed as part of the Future Alternatives Analysis which is documented in Appendix F in Part 2 of the TSP.

Table 4.14 Summary of Verda Lane / Chemawa Road Project

	Roundabout Alternative - Acquire right-of-way (SW & NW quadrants) - Install single lane roundabout (120 ft inscribed circle diameter).
Traffic Operations	Eliminates forecast congestion. $v/c=0.69$
Safety	Roundabouts typically have fewer high-speed injury collisions and collisions are typically less severe than signalized intersections.
Impacts	The larger footprint of the roundabout requires more right-of-way compared to the signalized intersection. Some potentially significant property impacts are likely along the southwest and southeast quadrants.
Cost	Moderate to High (\$) due to increased ROW acquisition, property impacts, and roadway construction costs.

Figure 4.15 Verda Lane / Chemawa Road

Access Management Studies

Managing access to the City's road system is necessary to preserve the capacity of the City's arterial street system. This is accomplished by minimizing the number of points where traffic flow can be disrupted by traffic entering and exiting the roadway. Additionally, access management can enhance safety along City roadways by minimizing the number of potential conflict points.

Several access management measures can potentially be implemented as described below:

- Work with developers during the application process to consolidate driveways and limit new ones where feasible.
- Consider the use of raised medians on busy arterials to limit driveway access to right-in/right-out turning movements.
- Develop access management plans for arterials and collector streets.

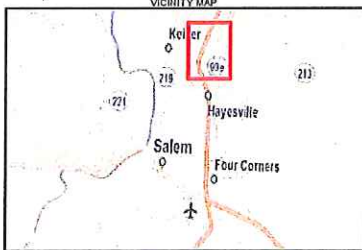
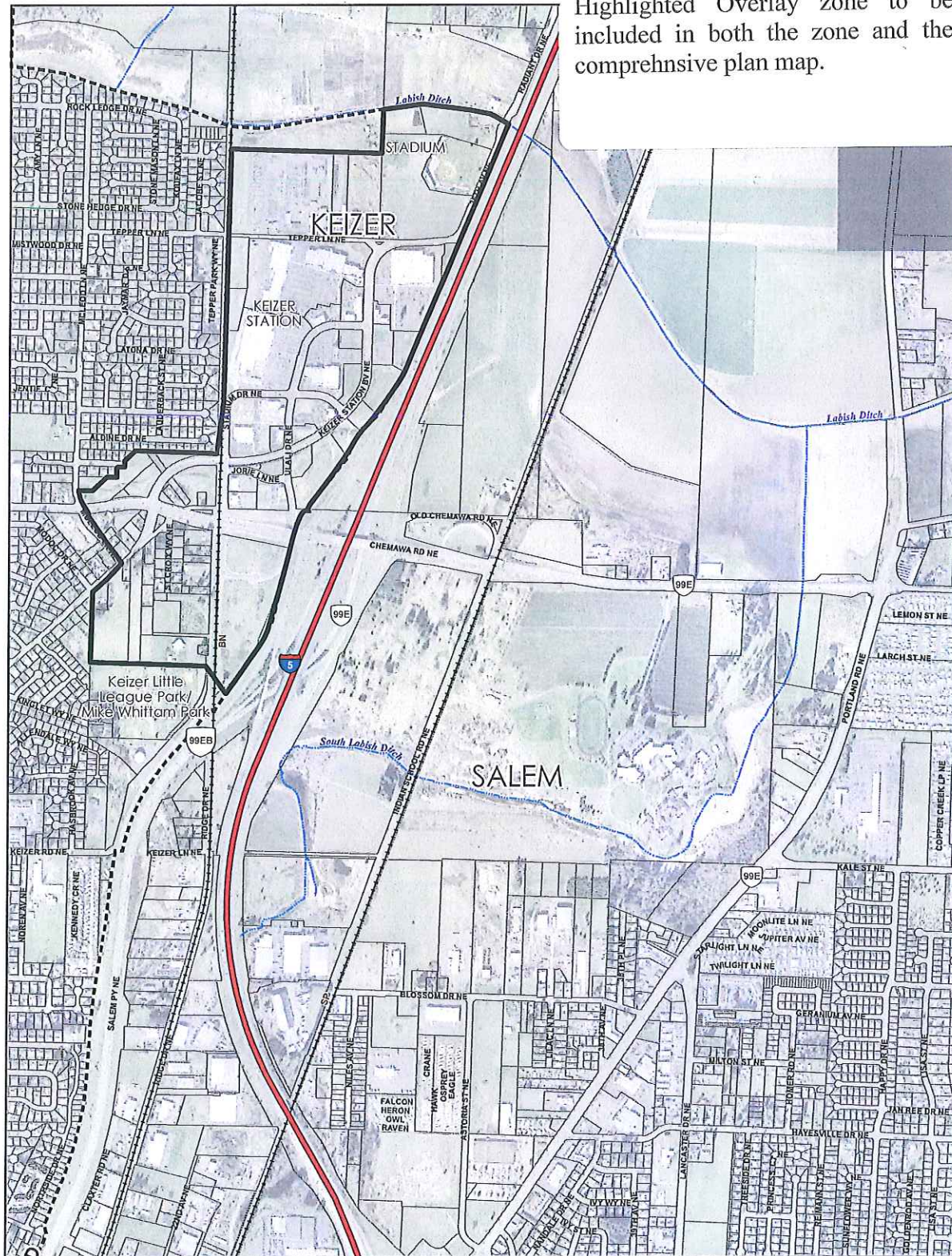
These types of access management measures should be considered on segments such as:

- River Road from the south City Limits to Lockhaven Drive;
- Lockhaven Drive between Windsor Island Drive and Chemawa Road; and
- Chemawa Avenue between Lockhaven Drive and Windsor Island Drive.

Salem Parkway

The Salem Parkway is an ODOT owned and maintained facility. The two study intersections at Cherry Avenue and Verda Lane are under the jurisdiction of ODOT, but have been included in the long-term analysis as they are significant portals to/from the City of Keizer. Due to a projected increase in regional transportation demand, both intersections are forecast to operate above ODOT's 0.85 volume-to-capacity standard. To mitigate these forecast conditions, improvements could include a separate southbound right-turn lane and dual northbound left-turn lanes on the Salem Parkway at both intersections. In addition, Verda Lane may need additional through lanes to better facilitate movements across the Parkway. As traffic continues to grow at these locations, ODOT and the City of Keizer should continue to monitor operations and collaboratively plan for improvements as appropriate.

Highlighted Overlay zone to be included in both the zone and the comprehensive plan map.



- LEGEND**
- Taxlot Boundaries
 - City Boundaries
 - Interchange Overlay Zone
 - +++ Railroad

2.301 GENERAL PROVISIONS

2.301.01 Purpose

The purpose of this Section is to:

- A. Carry out the Comprehensive Plan and adopted planning documents such as the Transportation System Plan, with respect to development standards and policies. (11/09)
- B. Insure that natural features of the landscape, such as land forms, natural drainage-ways, trees and wooded areas, are preserved as much as possible and protected during construction. (11/09)
- C. Promote energy conservation and efficiency in development through site planning and landscaping. (11/09)
- D. Promote and maintain healthy environments and minimize development impacts upon surrounding properties and neighborhoods. (11/09)
- E. Encourage quality development that contributes to the needs and character of the community. (5/98)

2.301.02 Application of Standards

- A. Application. The standards governing development as set forth in Section 2.3, the applicable zone district, and/or within Section 2.4 as applicable shall apply to partitions; subdivisions; planned unit developments; commercial and industrial development; public and non-commercial development; single family dwellings, duplexes and multi-family structures. (11/09)
- B. Phasing. Phasing or delay of improvements may be authorized as allowed by this section. When it is determined by the City that the strict application of the requirements outlined in the table below is impractical or not feasible then consideration may be given for delaying or phasing the required public facilities improvements. Phasing may be considered when: (11/09)
 - 1. lack of connecting facilities exists; (11/09)
 - 2. any plans that the city may have for future public facilities improvements that may justify phasing or delaying so that the project may be incorporated into the city's improvement plans; (11/09)
 - 3. other engineering factors that may justify that the improvements should be delayed exist. (11/09)

If a delay or phasing is allowed it is not to be considered as a modification of the required improvements or that the improvements are to be eliminated. The property owner shall sign an appropriate agreement with the city in a recordable form that shall obligate the property owner to construct the improvements at the specified time within the agreement. Phasing is authorized only if specifically allowed for in the land use decision or the building permit. (11/09)

2.301.03 Public Facility Improvement Requirements

Standards for the provision and utilization of public facilities or services available within the City of Keizer shall apply to all land developments in accordance with the following table. No development permit, including building permit, shall be approved or issued unless the following improvements are provided prior to occupancy or operation, or unless future provision is assured in accordance with Subsection 2.310.05.D or 2.310.06.P as applicable. (11/09)

Public Facilities Improvement Requirements Table

LAND USE	FIRE HYDRANT	STREET IMPROVE- MENT	WATER HOOK-UP (PF-1)	SEWER HOOK-UP (PF-6)	STORM DRAIN (PF-7)	STREET LIGHTS (PF-8)
Single Family Dwelling /Duplex	No (unless required by U.F.C.)	PF-3	Yes	Yes	Yes	No
Multi- Family Dwellings	PF-2	Yes and PF -5	Yes	Yes	Yes	Yes
New Public, Commercial or Industrial	PF-2	Yes and PF -5	Yes	Yes	Yes	Yes
Public, Commercial or Industrial Expansion	PF-2	PF-5	Yes	Yes	Yes	Yes
Partition, Subdivision, PUD, MHP	PF-2	PF-4 and PF-5	Yes	Yes	Yes	Yes

Footnotes to Public Facilities Improvement Requirements Table

Legend: No = Not required Yes = Required

PF – Public Facility

PF-1 An approved potable water supply capable of supplying both domestic water supply and also meeting the required fire flow for fire protection shall be provided prior to the start of combustible construction. (11/09)

PF-2. Fire Hydrants shall meet the requirements as set forth in the Uniform Fire Code. (11/09)

PF-3. Street Improvements for Single Family Dwellings / Duplexes: New single family dwellings / duplexes that require a street extension must provide street improvements, and right of way dedication where deemed necessary by the Department of Public Works. Street improvements are required when the improvement will extend an existing street improvement adjacent to the property. The improvements that must be extended when they exist include street lanes to the same width as on adjacent property, curbs, gutters, storm drainage, and sidewalk. In all cases the improvements shall be done to Department of Public Works standards. (11/09)

PF-4. As specified in Section 2.310. (11/09)

PF-5. If a Traffic Impact Analysis (TIA) is required pursuant to Section 2.301.04 the City will require improvement (s) as recommended in such TIA, in addition to those specified in the Public Facilities Improvement Requirements Table as set above. (11/09)

PF-6 Connection to municipal sanitary sewer system shall be required unless property is within a zone district which allows the option of using an on-site septic system. (11/09)

PF-7 New developments and expansion shall connect into an approved storm drainage system or shall provide on-site storm drainage facilities in a system meeting city approval. (11/09)

PF-8 Generally, street lights are not required of partitions but are for subdivisions. Street lights for other developments will be required on a case by case basis. (11/09)

MFD = Multi-family dwelling (3 or more units)

MHP = Manufactured home park

PUD = Planned unit development

SFD = Single family dwelling

2.301.04 Traffic Impact Analysis (TIA)

- A. Purpose. The purpose of this section of the code is to implement Section 660-012-0045 (2) (e) of the State Transportation Planning Rule that requires the City to adopt a process to apply conditions to development proposals in order to minimize adverse impacts to and protect transportation facilities. This section establishes the standards for when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Analysis must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities; what must be in a Traffic Impact Study; and who is qualified to prepare the Study. (07/09)
- B. Typical Average Daily Trips. The latest edition of the Trip Generation manual, published by the Institute of Transportation Engineers (ITE) shall be used as standards by which to gauge average daily vehicle trips.
- C. When Required. A Traffic Impact Analysis shall be required to be submitted to the City with a development application, when the following conditions apply: (11/09)
 - 1. The development application involves one or more of the following actions:
 - a. A change in zoning or a plan amendment designation; or
 - b. The development shall cause one or more of the following effects, which can be determined by field counts, site observation, traffic impact analysis or study, field measurements, crash history, Institute of Transportation Engineers Trip Generation manual; and information and studies provided by the local reviewing jurisdiction and/or ODOT:
 - 1) An increase in site traffic volume generation by 250 Average Daily Trips (ADT) or more (or as required by the City Engineer); or
 - 2) An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 10 vehicles or more per day; or
 - 3) The location of the access driveway does not meet minimum intersection sight distance requirements, or

is located where vehicles entering or leaving the property are restricted, or such vehicles queue or hesitate, creating a safety hazard; or

- 4) The location of the access driveway does not meet the access spacing standard of the roadway on which the driveway is located; or
- 5) A change in internal traffic patterns that may cause safety problems, such as back up onto the highway or traffic crashes in the approach area.

D. Traffic Impact Analysis Requirements. (11/09)

1. Preparation. A Traffic Impact Analysis shall be prepared by a professional engineer. The traffic analysis will be paid for by the applicant.
2. Transportation Planning Rule Compliance. See Section 3.111.05 Transportation Planning Rule Compliance.
3. Pre-application Conference. The applicant will meet with Keizer Public Works prior to submitting an application that requires a Traffic Impact Analysis. The City has the discretion to determine the required elements of the TIA and the level of analysis expected. The City shall also consult the Oregon Department of Transportation (ODOT) on analysis requirements when the proposed development is adjacent to or otherwise affects a State roadway.

E. Approval Criteria. (11/09)

1. Criteria. When a Traffic Impact Analysis is required, approval of the development proposal requires satisfaction of the following criteria:
 - a. The Traffic Impact Analysis was prepared by a professional engineer; and
 - b. If the proposed development shall cause one or more of the effects in Section 2.301.04.C, above, or other traffic hazard or negative impact to a transportation facility, the Traffic Impact Analysis shall include mitigation measures that meet the City's Level-of-Service and Volume/Capacity standards and are satisfactory to the City Engineer, and ODOT when applicable; and

- c. The proposed site design and traffic and circulation design and facilities, for all transportation modes, including any mitigation measures, are designed to:
 - 1) Have the least negative impact on all applicable transportation facilities; and
 - 2) Accommodate and encourage non-motor vehicular modes of transportation to the extent practicable; and
 - 3) Make the most efficient use of land and public facilities as practicable; and
 - 4) Provide the most direct, safe and convenient routes practicable between on-site destinations, and between on-site and off-site destinations; and
 - 5) Otherwise comply with applicable requirements of the City of Keizer Development Code.
- F. Conditions of Approval. The City may deny, approve, or approve a development proposal with appropriate conditions.
 - 1. Where the existing transportation system will be impacted by the proposed development, dedication of land for streets, transit facilities, sidewalks, bikeways, paths, or accessways may be required to ensure that the transportation system is adequate to handle the additional burden caused by the proposed use.
 - 2. Where the existing transportation system is shown to be burdened by the proposed use, improvements such as paving, curbing, installation or contribution to traffic signals, construction of sidewalks, bikeways, accessways, paths, or streets that serve the proposed use may be required.

3.202 GENERAL PROCEDURES –TYPES I, II, AND III ACTIONS

3.202.01 Procedure for Type I-A Review

(Type 1-A: Temporary Use Permit, Signs excluding variances or conditional uses) (3/10)

Applications subject to a Type I-A administrative review shall be reviewed and decided by the Zoning Administrator. (5/98)

- A. Initial Review. Upon receipt of an application for a Type I-A land use action, the City staff shall review the application for completeness. (5/98)
 - 1. Incomplete applications shall not be reviewed until the applicant has submitted all required information. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of processing the application and all related timing provisions either: (5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (5/98)
 - 2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (5/98)
- C. Staff Review. Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; (5/98)
- D. Conditions. Approvals of a Type I-A action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (2/01)
 - 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (2/01)

- a. Ensure that the standards of the development code are met; or,
(2/01)
 - b. Fulfillment of the need for public service demands created by the proposed use. (2/01)
- 2. Changes of alterations of conditions shall be processed as a new administrative action. (2/01)
- E. Notice. Notice shall be provided to the applicant consistent with Section 3.204.01. (5/98)
- F. Appeals. A Type I-A land use decision may be appealed by the applicant to the Hearings Officer, except that Site plan Reviews shall be appealed to the Planning Commission. The appeal shall be filed within 10 days from the date of mailing of the decision, pursuant to the provisions of Section 3.205.
(5/98)
- G. Final Decision. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05 (2/01)

3.202.02 Procedure for Type I-B and I-D Review

(Type I-B: Minor Variance, Lot Line Adjustment, Conditional Use, Partition, Greenway Development Permit, Floodplain Development Permit, including Floodplain Development Permit Variances) (Type I-D Major Variance) (3/10)

Applications subject to administrative review shall be reviewed and decided by the Zoning Administrator. (5/98)

- A. Initial Review. Upon receipt of an application for a Type I-B or I-D land use action, the City staff shall review the application for completeness. (07/07/03)
 - 1. Incomplete applications shall not be reviewed until the applicant has submitted all required information. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either:
(5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (5/98)

2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (5/98)
- C. Agency Referrals. Referrals may be sent to interested agencies such as City departments, police and fire departments, school district, utility companies, regional and local transit service providers and applicable city, county, and state agencies at the Director's option. Notice of projects affecting state transportation facilities will be sent to ODOT. Referrals will be sent to affected neighborhood associations. (5/98)
- D. Staff Review. Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; The Administrator shall have the option of referring a type I-B application to the Hearings Officer or City Council for the initial decision. The Administrator shall have the option of referring a type I-D application to the Planning Commission or City Council for the initial decision. (07/07/03)
- E. Conditions. Approvals of a Type I-B and I-D action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (07/03)
 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (2/01)
 - a. Ensure that the standards of the development code are met; or, (2/01)
 - b. Fulfillment of the need for public service demands created by the proposed use. (5/98)
 2. Changes of alterations of conditions shall be processed as a new administrative action. (5/98)
 3. Performance bonding to comply with applicable conditions of approval shall comply with the provisions in Section 3.202.05B. (2/01)
- F. Notice. Notice of the decision shall comply with the provisions in Section 3.204.01. (5/98)
- G. Appeals. A Type I-B land use decision may be appealed to the Hearings Officer, by either the applicant or persons receiving notice of the decision. A Type I-D land use decision may be appealed to the Planning Commission, by either the applicant or persons receiving notice of the decision. (07/07/03)

The appeal shall be filed within 10 days from the date of the mailing of the decision, pursuant to the provisions of Section 3.205. (5/98)

- H. Time Limit. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05. (5/98)

3.202.03 Procedure for Type I-C Review

- A. Initial Review. Upon receipt of an application for a Type I-C land use action, the City staff shall review the application for completeness. (2/01)
1. Incomplete applications shall not be scheduled for Type I-C review until all required information has been submitted by the applicant. (2/01)
 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (2/01)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either: processing the application and all related timing provisions either: (2/01)
1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (2/01)
 2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (2/01)
- C. Staff Review. Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; (2/01)
- D. Conditions. Approvals of a Type I-C action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (2/01)
1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (2/01)
 - a. Ensure that the standards of the development code are met; or, (2/01)

- b. Fulfillment of the need for public service demands created by the proposed use. (2/01)
- 2. Changes of alterations of conditions shall be processed as a new administrative action. (2/01)
- E. Notice. Notice shall be provided to the applicant consistent with Section 3.204.01. (2/01)
- F. Appeals. A Type I-C land use decision may be appealed by the applicant to the Planning Commission. The appeal shall be filed within 10 days from the date of mailing of the decision, pursuant to the provisions of Section 3.205. (2/01)
- G. Final Decision. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05 (2/01)

3.202.04 Procedures for Type II and Type III Actions

(Type II. Subdivision, Planned Unit Development and Manufactured Home Parks). (04/10)

(Type II-B. Conditional Use for Nursing and Residential Care Facilities - Planning Commission decision) (06/11)

(Type II-B. Transit Station – City Council decision) (06/11)

(Type III. Annexation, Zone Changes involving 5 or fewer adjacent land ownership and Comprehensive plan Map Amendments involving 5 or fewer adjacent land ownerships, and Keizer Station Master Plan Review which may include Subdivision and Partitioning) (4/10)

- A. Initial Review. Upon receipt of an application for Type II or Type III land use action, the City staff shall review the application for completeness. (5/98)
 - 1. Incomplete applications shall not be scheduled for Type II or Type III review until all required information has been submitted by the applicant. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either: (5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information;

2. On the 31st day after the original submittal the application shall be deemed complete for scheduling purposes only. (5/98)
- C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire districts, school district, utility companies, regional and local transit service providers and applicable city, county, and state agencies. Affected jurisdictions and agencies could include the Department of Environmental Quality, The Oregon Department of Transportation, Salem-Keizer Transit District, and the City of Salem. Notice of projects affecting state transportation facilities will be sent to ODOT. Referrals will be sent to affected neighborhood associations. (07/09)
- D. Public Hearing. The Public Hearing shall be scheduled and notice shall be mailed to the applicant and adjacent property owners. Notice requirements shall comply with Section 3.204.02. (5/98)
- E. Staff Review. Staff shall prepare and have available within 7 days of the scheduled hearing a written recommendation concerning the proposed action. This report shall be mailed to the applicant and available at City Hall for all interested parties. The Zoning Administrator may refer the initial decision to the City Council. (5/98)
- F. Notice of Application. Notice of a subdivision application shall be mailed to owners of property within 250 feet of the site and neighborhood association representatives. The notice to owners and neighborhood association members will invite the submittal of written comments on the proposal to the City within 10 days. (01/02)
- G. Hearings Procedures. The public hearing shall comply with the provisions in Section 3.205 or Section 3.206. (06/11)
- H. Conditions. Approvals of any Type II or Type III action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (5/98)
 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (5/98)
 - a. Protection of the public from the potentially deleterious effects of the proposed use; or, (5/98)
 - b. Fulfillment of the need for public service demands created by the proposed use. (5/98)

2. Changes of alterations of conditions shall be processed as a new administrative action. (5/98)
 3. Performance bonding for applicable conditions shall comply with the provisions in Section 3.202.05B. (2/01)
- I. Notice. The applicant shall be notified, in writing, of the decision or recommendation. In addition, notice of the decision shall be mailed to individuals who request such notice at the public hearing, or, by those individuals who submitted a written request for notice prior to the public hearing. (06/11)
- J. Appeals. With the exception of a conditional use for a Transit Station, which is a final decision by the City Council, a Type II land use decision may be appealed to the City Council by either the applicant, persons receiving notice of the decision or the Administrator. The appeal shall be filed within 10 days from the date of the mailing of the decision, pursuant to the provisions of Section 3.205. Type III land use applications are automatically reviewed by the City Council. (06/11)
- K. Time Limit. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05. (2/01)

3.202.05 Special Procedural Requirements

A. 120 Day Time Limit

If for any reason it appears that such final action may not be completed within the 120 day period, unless the applicant voluntarily extends the time period, the following procedures shall be followed regardless of other processes set forth elsewhere in this Ordinance. (5/98)

1. The City staff shall notify the City Council of the timing conflict by the 95th day. The City Council shall, in accordance with its own procedures, set a time for an emergency meeting within the 120 day period. (5/98)
2. Public notice shall be mailed to affected parties as specified in Section 3.204.02. (5/98)
3. The City Council shall hold in a public hearing on the specified date, in accordance with the provisions of Section 3.204 and render a decision approving or denying the request within the 120 day period. Such action shall be the final action by the City on the application. (5/98)

B. Performance and Maintenance Bonding (2/01)

Conditions of approval required by the City shall be completed prior to the issuance of any building permit within a residential subdivision or partitioning, or an occupancy permit for any other use. When an applicant provides information which demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, the City may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. (2/01)

1. Types of Guarantees - Performance guarantees may be in the form of performance bond payable to the City of Keizer, cash, certified check, time certificate of deposit, or other form acceptable to the City. The City Attorney must approve the form and appropriate documents filed with the City Recorder. Agreements may be recorded to restrict building permits. (2/01)
2. Amount of Guarantee - The amount of the guarantee must be equal to at least one-hundred-ten percent (110%) of the estimated cost of the performance. The applicant must provide a written estimate acceptable to the City, which must include an itemized estimate of all materials, labor, equipment and other costs of the required performance. (5/98)
3. Completion of Performance - All improvements shall be completed within one year of filing the performance guarantee. The Administrator may extend this time limit for up to one additional year. (2/01)
4. Maintenance Bonds for public improvements of 40% of the total cost of improvements is required for one year warranty. (2/01)

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CONVERSION OF STREET LIGHTS

At its last Council meeting, Council directed staff to prepare a Resolution for conversion of street lights in accordance with Option 2 of PGE's proposal. Under this option, PGE would acquire the City's Option B fixtures and would convert the Option A and Option B lower-wattage street lights to LED street lights.

One question was remaining to be answered about the Option 2 proposal. That question was regarding the Option B poles being replaced by Option A poles at the end of their useful life. PGE has indicated that the City is required to replace Option B poles with Option A poles at the end of their useful life. That means that the City and the street light district customers will pay "lease" rates for the Option A poles as they slowly convert over the next several decades.

I requested that PGE's attorney confirm what the current costs are for this type of arrangement. I have included that email string for your review.

Though the costs will increase for the poles, it is not anticipated that it will occur at any particular time and the City will save the costs of replacing the poles when they reach end-of-life. In addition, the LED cost savings appear significant.

Councilor Koho requested information regarding the pole inspection cycle. Ms. Swenson from PGE indicates that PGE inspects the PGE owned (Option A) wood poles on a ten year cycle. She estimates that approximately 10% are inspected annually.

RECOMMENDATION:

If the Council feels it is appropriate and has no further questions, adopt the attached Resolution.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-_____

AUTHORIZING CITY MANAGER TO SIGN STREET LIGHT
CONVERSION DOCUMENTS WITH PGE AND AUTHORIZING
DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City has been approached by Portland General Electric (PGE)
regarding converting the existing High Pressure Sodium (HPS) streets lights to Light
Emitting Diode (LED) street lights located throughout the City;

WHEREAS, the City has considered the options presented by PGE;

WHEREAS, the City desires to convert the street lights in the City under Option 2
whereby PGE acquires the City's Option B fixtures and converts both the Option A and
Option B lower-wattage street lights to LED street lights;

WHEREAS, Option 2 as proposed by PGE requires that Option B poles become
Option A poles at the end of their useful life;

WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed
of;

WHEREAS, PGE represents that the Option B fixtures have no value;

WHEREAS, Ordinance No. 2008-579 allows the disposal of City-owned surplus
property by several methods, including any method that in the City's discretion is in the
best interests of the City;

1 WHEREAS, staff has recommended the disposal of the Option B fixtures as
2 surplus property because it is no longer useful or needed;

3 WHEREAS, the City Manager approves of the disposal of the Option B fixtures
4 as surplus property;

5 NOW, THEREFORE,

6 BE IT RESOLVED by the City Council of the City of Keizer that the City
7 Manager is hereby authorized to execute the LED Deployment Checklist and Election
8 document attached hereto.

9 BE IT FURTHER RESOLVED that the City Council of the City of Keizer
10 declares the Option B light fixtures as surplus property.

11 BE IT FURTHER RESOLVED that the Option B light fixtures be disposed of by
12 transferring ownership to PGE and the City Manager is authorized to execute the
13 attached Bill of Sales to accomplish such transfer.

14 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
15 and all necessary acts to effectuate the conversion of the street lights as contemplated
16 herein and the disposal of the Option B light fixtures as surplus property.

17

18

19

20

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

3 PASSED this _____ day of _____, 2014.

4

5 SIGNED this _____ day of _____, 2014.

6

7

8

9

10

11

Mayor

City Recorder



Portland General Electric

LED Deployment Checklist and Election

Within the next few months, PGE will begin converting PGE-owned High Pressure Sodium (HPS) streetlights to Light Emitting Diode (LED) streetlights in your community. In order to prepare for deployment, we need some information to make sure we meet your needs.

1. Scope of Conversion. The following describes the conversion of Customer's existing streetlights with new LED streetlights:

Option A Fixtures – 70W HPS Cobra to 250W HPS Cobra

Lamp Code	Lamp Description	KUD	City of Keizer
33	70W HPS COBRA 6,300 LUMEN	11	
34	100W HPS COBRA 9,500 LUMEN	1099	22
35	150W HPS COBRA 16,000 LUMEN	9	55
39	200W HPS COBRA 22,000 LUMEN	17	18
36	250W HPS COBRA 27,500 LUMEN		10
	TOTAL	1136	105

2. Authorization. By signing below, I represent that I have legal authority to submit this Streetlighting Election on behalf of Customer.

Keizer Utility District / City of Keizer

By: _____

Title: _____

Date: _____

Please complete the following information and return to PGE by March 10, 2014 at

LED.Project@pgn.com If you have any questions, please contact PGE LED Project Team at 503-464-2LED or email LED.Project@pgn.com

Your municipality:	
Your project contact for questions PGE may have:	
E-Mail:	
Phone:	
Your contact person for communications:	
E-Mail:	
Phone:	

Lighting Information:

PGE has selected two lighting vendors that offer high-quality fixtures. On page 3, you'll see the choice of fixtures. Please indicate below your preference, if any. **If we do not hear from you regarding fixture preferences within four weeks, PGE will install lights using available storeroom stock. We will strive to maintain a consistent look and feel in your municipality.** If your fixtures are a non-standard color (ie, black, bronze, etc.), PGE will replace them with a similar-colored LED fixture.

Fixture Preference (check one):			
LeoTek ☐	Cree ☐	No Preference ☐	Do Not Install LED Lights ☐

About the Deployment:

PGE is replacing the existing streetlights assuming a like for like change out and is not attempting to meet current lighting design standards that may require installing additional lighting. According to current IES Recommend Practices, the lighting at intersections may not meet the suggested IES guidelines for HPS lights. The IES Roadway Committee is currently working on new design standards for LED lighting which will change suggested lighting levels. While you have a choice of when we install LED fixtures at major intersections in your community, we recommend you wait until after the analysis of the higher-wattage fixtures are complete. Please indicate your preference on the timing of the LED installation at major intersections.

Intersection Installation Preference (check one):	
Install lights at major intersections with the current lighting levels ☐	Wait for the higher wattage lights and install at major intersections later ☐

Energy Trust of Oregon Incentives:

The Energy Trust of Oregon (ETO) is offering incentives for municipalities who convert from conventional streetlights to LEDs. The incentives are capped and projects must be approved by the ETO by June 30, 2014 and installed by November 1, 2014. Please indicate below if you want PGE to share your information to the ETO to have your installation considered for incentives.

Energy Trust Incentives (check one):	
Please share LED installation information with the ETO. ☐	Please do not share my information with the ETO ☐

LED Fixture Options

LeoTek



Cree



BILL OF SALE

For and in consideration of the removal and disposal by PORTLAND GENERAL ELECTRIC COMPANY (PGE), an Oregon corporation ("Buyer"), of the light fixtures identified more specifically below, CITY OF KEIZER ("Seller"), sells, transfers, and conveys to PGE, all of Seller's rights, title, and interest in the following personal property (the "Property"):

Fixture Description	Option B Count
100W HPS COBRA 9,500 LUMEN	1
200W HPS COBRA 22,000 LUMEN	64
250W HPS COBRA 27,500 LUMEN	20
Grand Total	85

- See attached spreadsheet for existing fixture asset and location detail

BUYER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT THAT SELLER WARRANTS THAT IT OWNS THE PROPERTY AND THAT THE PROPERTY IS FREE AND CLEAR OF ANY LIENS.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this ____ day of _____, 2014.

SELLER: CITY OF KEIZER

By: _____

BUYER: PORTLAND GENERAL ELECTRIC COMPANY

By: _____

BILLCODE	CUSTNAME	ASSET	MAP	POLE	SEQUENCE	INSTALL_DATE	COUNTY	CITY
23771	CITY OF KEIZER	253500	C6336B	14	327600006	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	253494	C6336C	56	327700011	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	224471	C7302B	161	359900061	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	252561	C6326D	151	325200005	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	265142	C6326B	893	325100016	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265149	C6323C	104	324400145	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265141	C6326B	2992	325100015	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	106440	C7302B	160	359900060	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	250181	C7302A	48	359800025	11/19/2007	MARION	KEIZER
23771	CITY OF KEIZER	253492	C6336C	58	327700009	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	106443	C7302B	164	359900064	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	105222	C7302B	128	359900028	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	251481	C7302A	43	359800017	1/10/2008	MARION	KEIZER
23771	CITY OF KEIZER	265071	C6326C	962	325200049	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	251482	C7302A	44	359800019	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	256739	C6336C	66	327700017	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	265146	C6323C	977	324400144	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	105224	C7302B	127	359900027	3/12/2010	MARION	KEIZER
23771	CITY OF KEIZER	248983	C6325C	2374	324800004	2/25/2005	MARION	KEIZER
23771	CITY OF KEIZER	253425	C6336C	59	327700008	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	253495	C6336C	55	327700012	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	108028	C7302A	155	359800055	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	235072	C7302D	5699	360100005	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	104015	C7302C	136	360000036	11/12/2006	MARION	KEIZER
23771	CITY OF KEIZER	265067	C6326C	959	325200039	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265150	C6323B	157	324400146	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	108026	C7302A	146	359800046	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	253493	C6336C	57	327700010	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	251483	C7302A	45	359800021	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	108030	C7302A	156	359800056	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	265070	C6326C	961	325200047	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	105220	C7302B	130	359900030	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	253496	C6336C	54	327700013	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	250180	C7302A	47	359800024	11/19/2007	MARION	KEIZER
23771	CITY OF KEIZER	251484	C7302A	46	359800023	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	254017	C6336B	1923	327600007	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	252568	C6326D	157	325200019	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	265147	C6323C	974	324400101	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	235071	C7302D	6612	360100004	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	265151	C6323B	757	324400147	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	106434	C7302B	157	359900057	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	234259	C7302B	6547	359900010	4/3/2002	MARION	KEIZER
23771	CITY OF KEIZER	263410	C6323C	2266	324400150	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265152	C6323A	1683	324400148	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	160805	C6335C	137	327300037	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	265139	C6326C	965	325200051	11/8/2010	MARION	KEIZER

23771	CITY OF KEIZER	160807	C6335C	143	327300043	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	250183	C7302A	50	359800027	11/19/2007	MARION	KEIZER
23771	CITY OF KEIZER	265140	C6326B	510	325100014	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	104017	C7302C	135	360000041	1/14/2009	MARION	KEIZER
23771	CITY OF KEIZER	265143	C6326B	969	325100017	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265148	C6323C	976	324400130	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265144	C6326B	970	325100018	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	160806	C6335C	138	327300038	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	252565	C6326D	154	325200013	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	105216	C7302B	131	359900031	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	160808	C6335C	142	327300042	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	160810	C6335C	145	327300045	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	235073	C7301C	2741	359600002	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	106437	C7302B	158	359900058	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	263409	C6326C	81	325200052	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	252566	C6326D	155	325200015	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	265068	C6326C	960	325200041	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	253501	C6336C	445	327700016	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	160809	C6335C	144	327300044	2/14/2006	MARION	KEIZER
23771	CITY OF KEIZER	253497	C6336C	53	327700014	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	252562	C6326D	150	325200007	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	235139	C7301C	2744	359600006	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	235070	C7302D	8669	360100003	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	265145	C6326B	981	325100019	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	235137	C7301C	2742	359600003	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	253498	C6336C	52	327700015	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	251480	C7302A	3	359800015	2/22/2006	MARION	KEIZER
23771	CITY OF KEIZER	253499	C6336B	13	327600005	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	250182	C7302A	49	359800026	11/19/2007	MARION	KEIZER
23771	CITY OF KEIZER	229051	C7302B	982	359900003	5/25/2000	MARION	KEIZER
23771	CITY OF KEIZER	235138	C7301C	2743	359600004	11/28/2009	MARION	KEIZER
23771	CITY OF KEIZER	105218	C7302B	133	359900033	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	105214	C7302B	134	359900034	3/14/1997	MARION	KEIZER
23771	CITY OF KEIZER	254018	C6336B	410	327600008	2/5/2007	MARION	KEIZER
23771	CITY OF KEIZER	265069	C6326C	3025	325200043	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	265066	C6326C	80	325200037	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	263937	C6323C	230	324400149	11/8/2010	MARION	KEIZER
23771	CITY OF KEIZER	252567	C6326D	156	325200017	12/14/2007	MARION	KEIZER
23771	CITY OF KEIZER	265138	C6326C	3642	325200050	11/8/2010	MARION	KEIZER

LOCATION	OWNER	MAINTAINER	POLECODE
N/S LOCKHAVEN DR 2 LT W/O KEIZER STATION BLVD	CUST	PGE	0
S/S LOCKHAVEN DR 1 LT E/O HARMONY DR	CUST	PGE	74
NEC CHEMAWA RD AND TYLER LN	CUST	PGE	19
E/S N RIVER RD 1 LT N/O MCGEE CT	CUST	PGE	74
W/S WHEATLAND RD NE 1ST LT N/O PARKMEADOW DR	CUST	PGE	0
W/S WHEATLAND RD NE 3RD LT S/O CLEAR LAKE RD	CUST	PGE	0
W/S WHEATLAND RD NE ACROSS FRM PARK MEADOW DR	CUST	PGE	0
CHEMAWA RD S/SIDE @ 8TH AV NE	CUST	PGE	19
N/S CHEMAWA RD 2 LT W/O VERDA LN	CUST	PGE	19
S/S LOCKHAVEN DR 2 LT E/O KLUCKITAT DR	CUST	PGE	74
CHEMAWA RD S/SIDE @ 7TH AV NE	CUST	PGE	19
RIVER RD 1ST LT S/O JAMES ST NE	CUST	PGE	19
N/SIDE CHEMAWA RD NE 1 LT E/O RICKMAN RD	CUST	PGE	19
W/S WHEATLAND RD CORNER OF WHEATLAND & NEW TERR DR	CUST	PGE	0
N/S CHEMAWA RD NE 8 LT W/O VERDA LN	CUST	PGE	19
E/S CHEMAWA RD 1 LT S/O LOCKHAVEN DR	CUST	PGE	74
W/S WHEATLAND RD NE 1ST LT S/O RUPP AVE NE	CUST	PGE	0
FLAGGERS/ NW CORNER OF RIVER RD N & JAMES ST NE	CUST	PGE	19
NW CORNER MCLEOD LN & TEPPER LN	CUST	PGE	0
S/S LOCKHAVEN DR 1 LT E/O KLUCKITAT DR	CUST	PGE	74
S/S LOCKHAVEN DR 2 LT E/O HARMONY DR	CUST	PGE	74
CHEMAWA RD 1ST LT W/O 10TH AV	CUST	PGE	19
VERDA LN NE 1 LT N/O ALDER DR NE	CUST	PGE	0
RIVER RD 1ST LT S/O MAINE AV N	CUST	PGE	19
W/S WHEATLAND RD NE1ST LT N/O LAGUNA DR	CUST	PGE	0
W/S WHEATLAND RD NE 3RD LT S/OF JAYS DR NE	CUST	PGE	0
CHEMAWA RD 1ST LT E/O 10TH AV	CUST	PGE	19
S/S LOCKHAVEN DR 3 LT E/O KLUCKITAT DR	CUST	PGE	74
N/S CHEMAWA RD NE 7 LT W/O VERDA LN	CUST	PGE	19
CHEMAWA RD 2ND LT W/O 10TH AV	CUST	PGE	19
W/S WHEATLAND RD NE 1ST LT N/O RUSSETT DR	CUST	PGE	0
RIVER RD 1ST LT N/O DEARBORN AV N	CUST	PGE	19
S/S LOCKHAVEN DR 1 LT E/O CHEMAWA RD	CUST	PGE	74
N/S CHEMAWA RD 1 LT W/O BRIDGE NEAR VERDA LN	CUST	PGE	19
N/S CHEMAWA RD 6 LT W/O VERDA LN	CUST	PGE	19
N/S LOCKHAVEN DR 1 LT W/O HARMONY DR	CUST	PGE	0
E/S N RIVER RD 1 LT N/O HIDDEN CREEK LP	CUST	PGE	74
W/S WHEATLAND RD NE 1ST LT S/O PINEHURST AVE NE	CUST	PGE	0
VERDA LN NE 2ND LT N/O ALDER DR NE	CUST	PGE	0
W/S WHEATLAND RD 2ND LT S/OF JAYS DR NE	CUST	PGE	0
CHEMAWA RD S/SIDE @ BAILEY RD NE	CUST	PGE	19
607 DEARBORN AV N	CUST	PGE	3
W/S WHEATLAND RD NE 2ND LT S/O 2ND AVE	CUST	PGE	0
W/S WHEATLAND RD NE @ JAYS DR INTERSECTION	CUST	PGE	0
RIVER RD 1ST LT S/O LOCKHAVEN DR NE	CUST	PGE	19
WS WHEATLAND RD NE 2ND LT N/O NEW TERR DR	CUST	PGE	0

RIVER RD 4TH LT S/O LOCKHAVEN DR NE	CUST	PGE	19
NW COR CHEMAWA RD AND VERDA LN	CUST	PGE	19
W/S WHEATLAND RD NE ACROSS MALLORY LN	CUST	PGE	0
FLAGGERS/ RIVER RD W/SIDE @ MAINE AV N	CUST	PGE	19
W/S WHEATLAND RD NE 1ST LT S/O CATER DR	CUST	PGE	0
W/S WHEATLAND RD NE 2ND LT S/O RUPP AVE NE	CUST	PGE	0
W/S WHEATLAND RD NE 1 LT N/O CATER DR	CUST	PGE	0
RIVER RD 2NS LT S/O LOCKHAVEN DR NE	CUST	PGE	19
E/S N RIVER RD 1 LT N/O HIDDEN CREEK LP	CUST	PGE	74
RIVER RD 1ST LT S/O DEARBORN AV NE	CUST	PGE	19
RIVER RD 3RD LT S/O LOCKHAVEN DR NE	CUST	PGE	19
RIVER RD 1ST LT N/O CLAGGETT RD NE	CUST	PGE	19
S/O CORNER VERDA LN NE AND ALDER DR NE	CUST	PGE	0
CHEMAWA RD N/SIDE @ BAILEY RD NE	CUST	PGE	19
E/S WHEATLAND RD N 1ST LT N/O NEW TERR CT	CUST	PGE	46
E/S N RIVER RD 3 LT N/O HIDDEN CREEK LP	CUST	PGE	74
W/S WHEATLAND RD NE @ DELTA DR	CUST	PGE	0
N/S LOCKHAVEN DR 2 LT E/O KEIZER STATION BLVD	CUST	PGE	0
RIVER RD 5TH LT S/O LOCKHAVEN DR NE	CUST	PGE	19
S/S LOCKHAVEN DR 2 LT E/O CHEMAWA RD	CUST	PGE	74
E/S N RIVER RD 2 LT N/O MCGEE CT	CUST	PGE	74
VERDA LN NE 3RD LT S/O ALDER DR NE	CUST	PGE	0
VERDA LN NE, 3RD LT N/O ALDER DR NE	CUST	PGE	0
W/S WHEATLAND RD NE 1ST LT N/O OTTER WAY	CUST	PGE	0
VERDA LN NE 1 LT S/O ALDER DR NE	CUST	PGE	0
S/S LOCKHAVEN DR 3 LT E/O CHEMAWA RD	CUST	PGE	74
NW CORNER CHEMAWA RD AND 10TH AVE	CUST	PGE	19
N/S LOCKHAVEN DR 1 LT W/O KEIZER STATION BLVD	CUST	PGE	0
N/S CHEMAWA RD 1 LT W/O VERDA LN	CUST	PGE	19
DEARBORN AVE 1ST LT W/O RIVER RD	CUST	PGE	19
VERDA LN NE 2ND LT S/O ALDER DR NE	CUST	PGE	0
RIVER RD 2ND LT S/O DEARBORN AV NE	CUST	PGE	19
RIVER RD 3RD LT S/O DEARBORN AV NE	CUST	PGE	19
N/S LOCKHAVEN DR 2 LT E/O HARMONY DR	CUST	PGE	0
W/S WHEATLAND RD NE 2ND LT N/O DELTA DR	CUST	PGE	0
E/S WHEATLAND RD NE 1ST LT S/O FOOTHILL CT	CUST	PGE	46
W/S WHEATLAND RD NE 2ND LT S/O CLEAR LAKE RD	CUST	PGE	0
E/S N RIVER RD 2 LT N/O HIDDEN CREEK LP	CUST	PGE	74
W/S WHEATLAND RD NE 1ST LT N/O NEW TERR DR	CUST	PGE	0

POLE_DESC	LAMPCODE
UTILITY POLE NO POLE CHARGE	36
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	36
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY SLO WOOD POLE 40 FT THROUGH 55 FT	34
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39

CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST SLO WOOD POLE 35 FT OR LESS	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
UTILITY POLE NO POLE CHARGE	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	36
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
CUST POLE/POST MAINTAINED BY CUST NOT STANDARD WOO	39
UTILITY POLE NO POLE CHARGE	36
UTILITY POLE NO POLE CHARGE	39
CUST SLO WOOD POLE 35 FT OR LESS	39
UTILITY POLE NO POLE CHARGE	39
CUST FIBERGLASS POLE 30 FT REGULAR	36
UTILITY POLE NO POLE CHARGE	39

[illegible]

200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA
250W HPS COBRA 27,500 LUMEN	COBRA
200W HPS COBRA 22,000 LUMEN	COBRA

STREET_ADDR	TRFSCHED
.	91
.	91
751 CHEMAWA RD NE	91
.	91
W/S WHEATLAND RD NE 1ST LT N/O PARKMEADOW DR	91
W/S WHEATLAND RD NE 3RD LT S/O CLEAR LAKE RD	91
W/S WHEATLAND RD NE ACROSS FRM PARK MEADOW DR	91
840 CHEMAWA RD NE	91
N/S CHEMAWA RD 2 LT W/O VERDA LN	91
.	91
740 CHEMAWA RD NE	91
4880 RIVER RD N	91
1122 CHEMAWA RD NE	91
W/S WHEATLAND RD CORNER OF WHEATLAND & NEW TERR DR	91
.	91
.	91
W/S WHEATLAND RD NE 1ST LT S/O RUPP AVE NE	91
4905 RIVER RD N	91
.	91
.	91
.	91
980 CHEMAWA RD NE	91
4325 VERDA LN NE	91
4560 RIVER RD N	91
W/S WHEATLAND RD NE1ST LT N/O LAGUNA DR	91
W/S WHEATLAND RD NE 3RD LT S/OF JAYS DR NE	91
ACROSS FROM 1011 CHEMAWA RD N/E	91
.	91
.	91
941 CHEMAWA RD NE	91
W/S WHEATLAND RD NE 1ST LT N/O RUSSETT DR	91
4817 RIVER RD N	91
.	91
N/S CHEMAWA RD 1 LT W/O BRIDGE NEAR VERDA LN	91
N/S CHEMAWA RD 6 LT W/O VERDA LN	91
.	91
.	91
W/S WHEATLAND RD NE 1ST LT S/O PINEHURST AVE NE	91
4375 VERDA LN NE	91
W/S WHEATLAND RD 2ND LT S/OF JAYS DR NE	91
930 CHEMAWA RD NE	91
587 DEARBORN AV N	91
W/S WHEATLAND RD NE 2ND LT S/O 2ND AVE	91
X FRM 8080 WHEATLAND RD NE	91
	91
WS WHEATLAND RD NE 2ND LT N/O NEW TERR DR	91

5305 RIVER RD N	91
1602 NE CHEMAWA RD	91
W/S WHEATLAND RD NE ACROSS MALLORY LN	91
ACROSS FROM 4630 RIVER RD N	91
W/S WHEATLAND RD NE 1ST LT S/O CATER DR	91
W/S WHEATLAND RD NE 2ND LT S/O RUPP AVE NE	91
7325 WHEATLAND RD NE	91
.	91
4734 RIVER RD N	91
5402 RIVER RD N	91
5303 RIVER RD N	91
1836 ALDER DR NE	91
861 CHEMAWA RD NE	91
.	91
115 WHEATLAND RD NE @ DELTA DR	91
.	91
5300 RIVER RD N	91
.	91
.	91
4145 VERDA LN N/E	91
VERDA LN NE & 18TH AVE NE	91
W/S WHEATLAND RD NE 1ST LT N/O OTTER WAY	91
4255 VERDA LN N/E	91
.	91
.	91
.	91
N/S CHEMAWA RD 1 LT W/O VERDA LN	91
ABT 4815 RIVER RD	91
4215 VERDA LN N/E	91
4705 RIVER RD N	91
4690 RIVER RD N.	91
.	91
W/S WHEATLAND RD NE 2ND LT N/O DELTA DR	91
E/S WHEATLAND RD NE 1ST LT S/O FOOTHILL CT	91
W/S WHEATLAND RD NE 2ND LT S/O CLEAR LAKE RD	91
.	91
W/S WHEATLAND RD NE 1ST LT N/O NEW TERR DR	91

Count of ASSET		Column Labels	
Fixture Description	Option B Count	Grand Total	
100W HPS COBRA 9,500 LUMEN	1	1	
200W HPS COBRA 22,000 LUMEN	64	64	
250W HPS COBRA 27,500 LUMEN	20	20	
Grand Total	85	85	

BILL OF SALE

For and in consideration of the removal and disposal by PORTLAND GENERAL ELECTRIC COMPANY (PGE), an Oregon corporation (“Buyer”), of the light fixtures identified more specifically below, KEIZER UTILITY DISTRICTS (“Seller”), sells, transfers, and conveys to PGE, all of Seller’s rights, title, and interest in the following personal property (the “Property”):

Fixture Description	Option B Count
70W HPS COBRA 6,300 LUMEN	4
100W HPS COBRA 9,500 LUMEN	90
150W HPS COBRA 16,000 LUMEN	3
Grand Total	97

- See attached spreadsheet for existing fixture asset and location detail

BUYER ACKNOWLEDGES THAT SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT THAT SELLER WARRANTS THAT IT OWNS THE PROPERTY AND THAT THE PROPERTY IS FREE AND CLEAR OF ANY LIENS.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this ____ day of _____, 2014.

SELLER: KEIZER UTILITY DISTRICTS

By: _____

BUYER: PORTLAND GENERAL ELECTRIC COMPANY

By: _____

BILLCODE	CUSTNAME	ASSET
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256932
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256931
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251030
23925	KEIZER UTILITY DISTRICT - BARNICK ROAD INFILL PROJECT STREET LIGHT DIST. KUD	242262
23925	KEIZER UTILITY DISTRICT - BARNICK ROAD INFILL PROJECT STREET LIGHT DIST. KUD	242263
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251028
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251027
23942	AVALON ESTATES ST LT DIST, KUD	255146
23942	AVALON ESTATES ST LT DIST, KUD	255143
23929	BRIAN MEADOWS STREET LIGHT DISTRICT, KUD	244239
23942	AVALON ESTATES ST LT DIST, KUD	255227
23942	AVALON ESTATES ST LT DIST, KUD	255145
23929	BRIAN MEADOWS STREET LIGHT DISTRICT, KUD	244240
23942	AVALON ESTATES ST LT DIST, KUD	255223
23942	AVALON ESTATES ST LT DIST, KUD	255225
23942	AVALON ESTATES ST LT DIST, KUD	255226
23942	AVALON ESTATES ST LT DIST, KUD	255224
23942	AVALON ESTATES ST LT DIST, KUD	255222
23894	KUD MCLEOD ACRES LIGHTING DISTRICT	226896
23894	KUD MCLEOD ACRES LIGHTING DISTRICT	245716
23950	FAYMAR STREET LIGHT DISTRICT, KUD	263280
23942	AVALON ESTATES ST LT DIST, KUD	255142
23942	AVALON ESTATES ST LT DIST, KUD	255148
23942	AVALON ESTATES ST LT DIST, KUD	255147
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247874
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247873
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247872
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247871
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247870
23926	KEIZER UTILITY DISTRICT LENT ESTATES STREET LIGHT DISTRICT, KUD	247869
23894	KUD MCLEOD ACRES LIGHTING DISTRICT	226895
23930	CLEARLAKE MEADOWS STREET LIGHT DISTRICT, KUD	244234
23930	CLEARLAKE MEADOWS STREET LIGHT DISTRICT, KUD	244235
23938	SARAH JEAN COURT SUBDIVISION, KUD	255606
23946	CRAFTSMAN RIDGE ST LT DIST, KUD	258881
23941	TAYLOR RIDGE SUBDIVISION, KUD	255235
23941	TAYLOR RIDGE SUBDIVISION, KUD	255236
23941	TAYLOR RIDGE SUBDIVISION, KUD	255237
23942	AVALON ESTATES ST LT DIST, KUD	255217
23942	AVALON ESTATES ST LT DIST, KUD	255216
23937	MADALYN TERRACE STREET LIGHTING DISTRICT KUD	255248
23942	AVALON ESTATES ST LT DIST, KUD	255149
23942	AVALON ESTATES ST LT DIST, KUD	255221
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256929
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256930
23937	MADALYN TERRACE STREET LIGHTING DISTRICT KUD	255249

23942	AVALON ESTATES ST LT DIST, KUD	255139
23942	AVALON ESTATES ST LT DIST, KUD	255140
23942	AVALON ESTATES ST LT DIST, KUD	255141
23942	AVALON ESTATES ST LT DIST, KUD	255219
23942	AVALON ESTATES ST LT DIST, KUD	255218
23948	NEW DAY SUB SLD - KUD	260294
23948	NEW DAY SUB SLD - KUD	260295
23946	CRAFTSMAN RIDGE ST LT DIST, KUD	258812
23946	CRAFTSMAN RIDGE ST LT DIST, KUD	258882
23946	CRAFTSMAN RIDGE ST LT DIST, KUD	258813
23946	CRAFTSMAN RIDGE ST LT DIST, KUD	258880
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254378
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254377
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254376
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254375
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254373
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254374
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254381
23942	AVALON ESTATES ST LT DIST, KUD	255144
23935	KEIZER UTILITY DISTRICT - TEETS ESTATES STREET LIGHT DISTRICT, KUD	256940
23935	KEIZER UTILITY DISTRICT - TEETS ESTATES STREET LIGHT DISTRICT, KUD	256941
23933	KEIZER UTILITY DISTRICT- MCGEE COURT STREET LIGHT DISTRICT, KUD	252564
23927	CLAGGETT GROVE STREET LIGHT DISTRICT, KUD	249156
23927	CLAGGETT GROVE STREET LIGHT DISTRICT, KUD	249154
23939	MAGEE ESTATES, KUD	254934
23927	CLAGGETT GROVE STREET LIGHT DISTRICT, KUD	249155
23933	KEIZER UTILITY DISTRICT- MCGEE COURT STREET LIGHT DISTRICT, KUD	252563
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256928
23936	HALEY ESTATES STREET LIGHT DISTRICT, KUD	256927
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254379
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251029
23942	AVALON ESTATES ST LT DIST, KUD	255150
23894	KUD MCLEOD ACRES LIGHTING DISTRICT	229495
23929	BRIAN MEADOWS STREET LIGHT DISTRICT, KUD	244241
23942	AVALON ESTATES ST LT DIST, KUD	255229
23943	WHEATLAND MEADOWS ESTATES STREET LIGHT DIST, KUD	254380
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251031
23937	MADALYN TERRACE STREET LIGHTING DISTRICT KUD	255250
23929	BRIAN MEADOWS STREET LIGHT DISTRICT, KUD	244238
23925	KEIZER UTILITY DISTRICT - BARNICK ROAD INFILL PROJECT STREET LIGHT DIST. KUD	242264
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	251026
23929	BRIAN MEADOWS STREET LIGHT DISTRICT, KUD	244242
23922	SELENA ESTATES STREET LIGHT DISTRICT, KUD	250960
23938	SARAH JEAN COURT SUBDIVISION, KUD	255605
23942	AVALON ESTATES ST LT DIST, KUD	255220
23924	KEIZER UTILITY DISTRICT- JACOB ESTATES PH 3	246927
23924	KEIZER UTILITY DISTRICT- JACOB ESTATES PH 3	246928

23949	MCNARY HEIGHTS SLD - KEIZER UTILITY DISTRICT	260859
23949	MCNARY HEIGHTS SLD - KEIZER UTILITY DISTRICT	260860
23949	MCNARY HEIGHTS SLD - KEIZER UTILITY DISTRICT	260861
23949	MCNARY HEIGHTS SLD - KEIZER UTILITY DISTRICT	260862

MAP	POLE	SEQUENCE	IPID	SPLANE_X	SPLANE_Y	INSTALL_DATE	COUNTY	CITY
C7303B	8433	360300003	229708	7542432	494516	6/20/2007	MARION	KEIZER
C7303B	8513	360300002	229709	7542424	494356	6/20/2007	MARION	KEIZER
C6323D	393	324400099	13011495	7551781	508769	11/1/2005	MARION	KEIZER
C6323D	220	324400085	12930731	7551798	506923	1/25/2005	MARION	KEIZER
C6323D	221	324400086	12930732	7551686	506884	1/25/2005	MARION	KEIZER
C6323D	339	324400097	13011491	7551622	508877	11/1/2005	MARION	KEIZER
C6323D	392	324400096	13011494	7551791	508904	11/1/2005	MARION	KEIZER
C6323D	486	324400113	13168574	7550902	507708	3/12/2008	MARION	KEIZER
C6323D	489	324400110	13168577	7551329	507705	3/12/2008	MARION	KEIZER
C6336C	40	327700006	12993337	7553090	496278	7/5/2005	MARION	KEIZER
C6323C	492	324400129	13168580	7549951	507954	3/12/2008	MARION	KEIZER
C6323D	487	324400112	13168575	7551037	507704	3/12/2008	MARION	KEIZER
C6336C	39	327700007	12993336	7552988	496334	7/5/2005	MARION	KEIZER
C6323C	450	324400125	13168566	7550295	508019	3/12/2008	MARION	KEIZER
C6323C	451	324400127	13168567	7550169	508024	3/12/2008	MARION	KEIZER
C6323C	452	324400128	13168568	7550033	508022	3/12/2008	MARION	KEIZER
C6323C	454	324400126	13168570	7550271	508144	3/12/2008	MARION	KEIZER
C6323C	455	324400124	13168571	7550471	508136	3/12/2008	MARION	KEIZER
C6336B	19	327600002	10482309	7553383	499388	4/10/2001	MARION	KEIZER
C6336B	44	327600003	10482310	7553583	499384	4/10/2001	MARION	KEIZER
C6335C	80	327000011	13360639	7549381	497206	9/7/2010	MARION	KEIZER
C6323D	490	324400109	13168578	7551340	507778	3/12/2008	MARION	KEIZER
C6323C	456	324400115	13168572	7550656	507764	3/12/2008	MARION	KEIZER
C6323D	485	324400114	13168573	7550767	507711	3/12/2008	MARION	KEIZER
C6323D	307	324400093	12956313	7551142	508945	1/5/2005	MARION	KEIZER
C6323D	308	324400092	12956314	7551313	508942	1/5/2005	MARION	KEIZER
C6323D	309	324400091	12956315	7551399	508919	1/5/2005	MARION	KEIZER
C6323D	310	324400090	12956316	7551389	508636	1/5/2005	MARION	KEIZER
C6323D	311	324400089	12956317	7551313	508675	1/5/2005	MARION	KEIZER
C6323D	312	324400088	12956318	7551147	508674	1/5/2005	MARION	KEIZER
C6336B	15	327600001	10482308	7553188	499397	4/10/2001	MARION	KEIZER
C6326A	228	325000023	12994224	7552511	505883	7/8/2005	MARION	KEIZER
C6326A	229	325000024	12994225	7552361	505897	7/8/2005	MARION	KEIZER
C6326A	233	325000026	13138882	7552850	506053	11/27/2007	MARION	KEIZER
C6326C	73	325200025	13215470	7549386	501773	1/30/2008	MARION	KEIZER
C6323C	649	324400132	13173113	7549422	507279	8/27/2007	MARION	KEIZER
C6323C	650	324400133	13173114	7549252	507312	8/27/2007	MARION	KEIZER
C6323C	651	324400134	13173115	7549195	507188	8/27/2007	MARION	KEIZER
C6323D	444	324400119	13168560	7551042	507868	3/12/2008	MARION	KEIZER
C6323D	445	324400118	13168561	7550906	507874	3/12/2008	MARION	KEIZER
C6336B	89	327600009	13141232	7553744	498772	4/4/2007	MARION	KEIZER
C6323C	447	324400116	13168563	7550672	507892	3/12/2008	MARION	KEIZER
C6323C	449	324400123	13168565	7550460	508013	3/12/2008	MARION	KEIZER
C7304A	13	360600003	13131600	7542207	494183	6/20/2007	MARION	KEIZER
C7303B	3	360300001	13131601	7542427	494174	6/20/2007	MARION	KEIZER
C6336B	90	327600010	13141233	7553613	498787	4/4/2007	MARION	KEIZER

C6323D	168	324400106	13168555	7551716	507907	3/12/2008	MARION	KEIZER
C6323D	438	324400107	13168556	7551553	507877	3/12/2008	MARION	KEIZER
C6323D	439	324400108	13168557	7551383	507857	3/12/2008	MARION	KEIZER
C6323D	440	324400121	13168558	7551234	507863	3/12/2008	MARION	KEIZER
C6323D	443	324400120	13168559	7551140	507916	3/12/2008	MARION	KEIZER
C7303B	11	360300004	13318932	7544919	495853	11/2/2009	MARION	KEIZER
C7303A	16	360200002	13318933	7545109	495844	11/2/2009	MARION	KEIZER
C6326C	69	325200003	13215466	7549069	501895	1/30/2008	MARION	KEIZER
C6326C	70	325200027	13215467	7549237	501923	1/30/2008	MARION	KEIZER
C6326C	71	325200021	13215468	7549100	501839	1/30/2008	MARION	KEIZER
C6326C	72	325200023	13215469	7549207	501760	1/30/2008	MARION	KEIZER
C6323D	685	324400140	13179746	7551262	508072	10/30/2007	MARION	KEIZER
C6323D	686	324400139	13179747	7551410	508068	10/30/2007	MARION	KEIZER
C6323D	687	324400138	13179748	7551583	508063	10/30/2007	MARION	KEIZER
C6323D	688	324400137	13179749	7551703	508060	10/30/2007	MARION	KEIZER
C6323D	689	324400135	13179750	7551460	508367	10/30/2007	MARION	KEIZER
C6323D	690	324400136	13179751	7551308	508372	10/30/2007	MARION	KEIZER
C6323D	691	324400143	13179760	7551158	508368	10/30/2007	MARION	KEIZER
C6323D	488	324400111	13168576	7551177	507701	3/12/2008	MARION	KEIZER
C7302B	123	359900014	13117588	7549765	495002	3/22/2007	MARION	KEIZER
C7302B	129	359900015	13117589	7549780	494856	3/22/2007	MARION	KEIZER
C6326D	153	325200011	13093113	7551184	503015	12/14/2007	MARION	KEIZER
C6335C	71	327000008	12974448	7550097	496414	9/1/2005	MARION	KEIZER
C6335C	73	327000006	12974450	7550096	496202	9/1/2005	MARION	KEIZER
C6323C	431	324400105	13160514	7549046	506718	6/27/2007	MARION	KEIZER
C6335C	72	327000007	12974449	7550096	496307	9/1/2005	MARION	KEIZER
C6326D	152	325200009	13093112	7551053	503178	12/14/2007	MARION	KEIZER
C7304A	12	360600002	13131599	7542173	494335	6/20/2007	MARION	KEIZER
C7304A	11	360600001	13131598	7542178	494522	6/20/2007	MARION	KEIZER
C6323D	684	324400141	13179745	7551155	508100	10/30/2007	MARION	KEIZER
C6323D	353	324400098	13011492	7551623	508770	11/1/2005	MARION	KEIZER
C6323D	446	324400117	13168562	7550773	507906	3/12/2008	MARION	KEIZER
C6336B	45	327600004	10482311	7553761	499369	4/10/2001	MARION	KEIZER
C6335D	30	327400006	12993335	7552835	496317	5/23/2006	MARION	KEIZER
C6323D	491	324400131	13168579	7551538	507771	3/12/2008	MARION	KEIZER
C6323D	683	324400142	13179744	7551160	508281	10/30/2007	MARION	KEIZER
C6323D	394	324400100	13011496	7551751	508638	11/1/2005	MARION	KEIZER
C6336B	91	327600011	13141234	7553458	498797	4/4/2007	MARION	KEIZER
C6336C	41	327700005	12993338	7553209	496267	7/5/2005	MARION	KEIZER
C6323D	222	324400087	12930733	7551685	506716	1/25/2005	MARION	KEIZER
C6323D	354	324400095	13011493	7551796	509020	11/1/2005	MARION	KEIZER
C6335D	29	327400007	12993334	7552819	496436	7/5/2005	MARION	KEIZER
C6323D	338	324400094	13011490	7551628	509024	11/1/2005	MARION	KEIZER
C6326A	232	325000025	13138881	7552678	506090	11/27/2007	MARION	KEIZER
C6323C	448	324400122	13168564	7550582	507986	3/12/2008	MARION	KEIZER
C6325C	40	324800002	12943528	7555052	501946	6/2/2005	MARION	KEIZER
C6325C	41	324800003	12943529	7555225	501935	6/2/2005	MARION	KEIZER

C6326C	75	325200029	13309175	7550328	501897	3/17/2010	MARION	KEIZER
C6326C	76	325200031	13309176	7550172	501797	3/17/2010	MARION	KEIZER
C6326C	77	325200033	13309177	7550035	501710	3/17/2010	MARION	KEIZER
C6326C	78	325200035	13309178	7549896	501620	3/17/2010	MARION	KEIZER

POLE_MATERIAL

POLE_MATERIAL

[illegible]

PORTLAND - 212 - NA
PORTLAND - 212 - NA
PORTLAND - 212 - NA
PORTLAND - 212 - NA

LOCATION	OWNER	MAINTAINER
W SIDE 15TH AVE NE 1 LT S OF JODELLE CT	CUST	PGE
W SIDE 15TH AVE NE 2 LT S OF JODELLE CT	CUST	PGE
NW CORNER TIMOTHY LN AND MYKALA	CUST	PGE
N/S OPPEK ST NE 1 LT E/O CAMDEN ST NE	CUST	PGE
W/S CAMDEN ST NE AT OPPEK ST NE	CUST	PGE
E/S MYKALA 1 LT S/O CLEARLAKE RD	CUST	PGE
W/S TIMOTHY LN 1 LT S/O CLEARLAKE RD	CUST	PGE
3RD LT N/S TAURUS LP NE	CUST	PGE
SW CORNER OF TAURUS LP NE	CUST	PGE
E/S PERRY ST AT BRIAN WAY	CUST	PGE
S/S DELAPLANE ST NE @ END OF CUL DE SAC	CUST	PGE
2ND LT N/S TAURUS LP NE	CUST	PGE
S/SIDE BRIAN WAY 1 LT E/O CHEMAWA RD	CUST	PGE
2ND LT N/S HARBOUR LN NE	CUST	PGE
1ST LT N/S HARBOUR LN NE	CUST	PGE
1ST LT W/S DELAPLANE ST NE	CUST	PGE
W/S MATT PL NE N/O HARBOUR LN NE	CUST	PGE
W/S LEONARD PL NE N/O HARBOUR LN NE	CUST	PGE
SAUNDRA LEE WY 3RD LT W/O MCLEOD LN	CUST	PGE
SAUNDRA LEE WY 2ND LT W/O MCLEOD LN	CUST	PGE
FAYMAR DR NE W/O 7TH AVE NE	CUST	PGE
W/S TAURUS LP NE	CUST	PGE
SW CORNER OF STONEBRIDGE & TAURUS LP NE	CUST	PGE
4TH LT N/S TAURUS LP NE	CUST	PGE
N/S BRUNNER CT 2 LT W/O THE CULDESAC	CUST	PGE
N/S BRUNNER CT AT THE CULDESAC	CUST	PGE
BRUNNER CT E/END OF THE CULDESAC	CUST	PGE
LENT CT NE E/END OF THE CULDESAC	CUST	PGE
N/S LENT CT NE AT THE CULDESAC	CUST	PGE
N/S LENT CT NE 2 LT W/O CULDESAC	CUST	PGE
SAUNDRA LEE WY 4TH LT W/O MCLEOD LN	CUST	PGE
N/S DANIELLE LN 1 LT W/O ONEIL RD	CUST	PGE
N/S DANIELLE LN 2 LT W/O ONEIL RD	CUST	PGE
SARAH JEAN CT CULDESAC E/O ONEIL RD	CUST	PGE
3RD LT S/S CRAFTMAN RIDGE	CUST	PGE
7603 WHEATLAND RD N	CUST	PGE
7603 WHEATLAND RD N	CUST	PGE
7603 WHEATLAND RD N	CUST	PGE
3RD LT S/S HARBOUR LN NE	CUST	PGE
2ND LT S/S HARBOUR LN NE	CUST	PGE
MADALYN TERRACE 1 LT WEST OF MCLEOD LN	CUST	PGE
1006 TAURUS LP NE	CUST	PGE
3RD LT N/S HARBOUR LN NE	CUST	PGE
SE CORNER DALLAS AVE AND RIVERWOOD DR	CUST	PGE
SW CORNER 15TH AVE NE AND RIVERWOOD DR N	CUST	PGE
MADALYN TERRACE 2 LT WEST OF MCLEOD LN	CUST	PGE

7TH LT N/S HARBOUR LN NE	CUST	PGE
6TH LT S/S HARBOUR LN NE	CUST	PGE
5TH LT S/S HARBOUR LN NE	CUST	PGE
4TH LT S/S HARBOUR LN NE	CUST	PGE
6TH LT N/S HARBOUR/CORNER HARBOUR & CROSS ST	CUST	PGE
ALEXIS LN N & WINDSOR ISLAND RD N	CUST	PGE
ALEXIS LN N & WINDSOR ISLAND RD N	CUST	PGE
4TH LT S/S BOLF TERR N	CUST	PGE
3RD LT S/S BOLF TERR N	CUST	PGE
1ST LT CRAFTMAN RIDGE	CUST	PGE
2ND LT S/S CRAFTMAN RIDGE	CUST	PGE
S/S KIRBY AVE NE 1 LT E/O CALEB ST NE	CUST	PGE
S/S KIRBY AVE NE 2 LT E/O CALEB ST NE	CUST	PGE
S/S KIRBY AVE NE 3 LT E/O CALEB ST NE	CUST	PGE
S/S KIRBY AVE NE 4 LT E/O CALEB ST NE	CUST	PGE
S/S MUDDY AVE NE 2 LT E/O CALEB ST NE	CUST	PGE
S/S MADDY AVE NE 1 LT E/O CALEB ST NE	CUST	PGE
SW COR MUDDY AVE NE AND CALEB ST NE	CUST	PGE
1ST LT N/S TAURUS LP NE	CUST	PGE
1ST LT W/S ROYALTY CT	CUST	PGE
1ST LT E/S ROYALTY CT	CUST	PGE
N/S MCGEE CT 2 LT E/O N RIVER RD	CUST	PGE
W/S KENSINGTON CT N 1 LT S/O CLAGGETT ST NE	CUST	PGE
W/S KENSINGTON CT N 3 LT S/O CLAGGETT ST NE	CUST	PGE
7517 2ND AVE N	CUST	PGE
W/S KENSINGTON CT N 2 LT S/O CLAGGETT ST NE	CUST	PGE
N/S MCGEE CT 1 LT E/O N RIVER RD	CUST	PGE
W SIDE TATE AV 1 LT N OF RIVERWOOD DR.	CUST	PGE
W SIDE TATE AVE 2 LT N OF RIVERWOOD DR	CUST	PGE
W/S CALEB ST NE AT KIRBY AVE NE	CUST	PGE
E/S MYKALA 2 LT S/O CLEARLAKE RD	CUST	PGE
5TH LT N/S HARBOUR LN NE	CUST	PGE
SAUNDRA LEE WY 1ST LT W/O MCLEOD LN	CUST	PGE
PRIVATE LANE SOUTH OFF BRIAN WAY BETW CHEMAWA AND PERRY ST	CUST	PGE
SW CORNER OF EXPLORER LN NE	CUST	PGE
W/S CALEB ST NE 1 LT S/O MUDDY AVE NE	CUST	PGE
W/S TIMOTHY LN 1 LT S/O MYKALA	CUST	PGE
MADALYN TERRACE 3 LT WEST OF MCLEOD LN	CUST	PGE
S/SIDE BRIAN WAY 1 LT E/O PERRY ST	CUST	PGE
W/S CAMDEN ST NE 1 LT S/O OPPEK ST NE	CUST	PGE
SW CORNER CLEARLAKE RD AND TIMOTHY LN	CUST	PGE
S/SIDE BRIAN WAY AT CHEMAWA RD	CUST	PGE
SE CORNER CLEARLAKE RD AND MYKALA	CUST	PGE
NE COR ONEIL RD AND SARAH JEAN CT	CUST	PGE
4TH LT N/S HARBOUR LN NE	CUST	PGE
N/S JACOB CT AT JACOB ST	CUST	PGE
N/S JACOB CT 1 LT E/O JACOB ST	CUST	PGE

899 FOOTHILL CT NE
855 FOOTHILL CT NE
829 FOOTHILL CT NE
805 FOOTHILL CT NE

CUST	PGE
CUST	PGE
CUST	PGE
CUST	PGE

[illegible]

[illegible]

62	CUST FIBERGLASS POLE 25 FT GRAY COLOR	34	100W HPS COBRA 9,500 LUMEN
62	CUST FIBERGLASS POLE 25 FT GRAY COLOR	34	100W HPS COBRA 9,500 LUMEN
62	CUST FIBERGLASS POLE 25 FT GRAY COLOR	34	100W HPS COBRA 9,500 LUMEN
62	CUST FIBERGLASS POLE 25 FT GRAY COLOR	34	100W HPS COBRA 9,500 LUMEN

FIXTURE	STREET_ADDR	TRFSCHED
COBRA	4817 N 15TH AVE	91
COBRA	4803 15TH AVE N	91
COBRA		91
COBRA	1317 OPPEK ST NE	15A
COBRA		91
COBRA	7978 NE MYKALA ST	91
COBRA		91
COBRA	3RD LT N/S TAURUS LP NE	91
COBRA	SW CORNER OF TAURUS LP NE	91
COBRA	.	91
COBRA	S/S DELAPLANE ST NE @ END OF CUL DE SAC	91
COBRA	2ND LT N/S TAURUS LP NE	91
COBRA	.	91
COBRA	2ND LT N/S HARBOUR LN NE	91
COBRA	1ST LT N/S HARBOUR LN NE	91
COBRA	1ST LT W/S DELAPLANE ST NE	91
COBRA	W/S MATT PL NE N/O HARBOUR LN NE	91
COBRA	W/S LEONARD PL NE N/O HARBOUR LN NE	91
COBRA	1842 SAUNDRALEE WAY	91
COBRA	1892 SAUNDRALEE WAY	91
COBRA		91
COBRA	W/S TAURUS LP NE	91
COBRA	SW CORNER OF STONEBRIDGE & TAURUS LP NE	91
COBRA	4TH LT N/S TAURUS LP NE	91
COBRA		91
COBRA	1155 NE BRUNNER CT	91
COBRA		91
COBRA		91
COBRA		91
COBRA		91
COBRA	1772 SAUNDRALEE WAY	91
COBRA		91
COBRA		91
COBRA	1594 SARAH JEAN CT NE	91
COBRA	3RD LT S/S CRAFTMAN RIDGE	91
COBRA		91
COBRA		91
COBRA		91
COBRA	3RD LT S/S HARBOUR LN NE	91
COBRA	2ND LT S/S HARBOUR LN NE	91
COBRA	.	91
COBRA	1ST LT S/S HARBOUR LN NE	91
COBRA	3RD LT N/S HARBOUR LN NE	91
COBRA	4788 N RIVERWOOD DR	91
COBRA	.	91
COBRA	.	91

COBRA	7TH LT N/S HARBOUR LN NE	91
COBRA	6TH LT S/S HARBOUR LN NE	91
COBRA	5TH LT S/S HARBOUR LN NE	91
COBRA	4TH LT S/S HARBOUR LN NE	91
COBRA	6TH LT N/S HARBOUR	91
COBRA	1028 ALEXIS LN N	91
COBRA	1012 ALEXIS LN N	91
COBRA	4TH LT S/S BOLF TERR N	91
COBRA	3RD LT S/S BOLF TERR N	91
COBRA	6679 N CRAFTMAN RIDGE	91
COBRA	2ND LT S/S CRAFTMAN RIDGE	91
COBRA	.	91
COBRA	.	91
COBRA	.	91
COBRA	.	91
COBRA	.	91
COBRA	1144 MADDY AVE NE	91
COBRA	7877 CALAB ST NE	91
COBRA	1ST LT N/S TAURUS LP NE	91
COBRA	4993 PRESTIGE CT NE	91
COBRA		91
COBRA	.	91
COBRA		91
COBRA		91
COBRA		91
COBRA		91
COBRA	.	91
COBRA	4809 TATE AVE N	91
COBRA	4819 TATE AVE N	91
COBRA	.	91
COBRA		91
COBRA	5TH LT N/S HARBOUR LN NE	91
COBRA	.	91
COBRA	5255 NE PATRICK LN	91
COBRA	SW CORNER OF EXPLORER LN NE	91
COBRA	ABT 7858 CALEB ST NE	91
COBRA	NEXT TO 7903 NE MYKALA ST	91
COBRA	.	91
COBRA	1796 NE BRIAN CT	91
COBRA		91
COBRA	7998 NE TIMOTHY LN	91
COBRA	.	91
COBRA		91
COBRA	.	91
COBRA	4TH LT N/S HARBOUR LN NE	91
COBRA		91
COBRA	6698 JACOB ST NE	91

COBRA		91
COBRA	885 FOOTHILL CT NE	91
COBRA		91
COBRA		91

Count of ASSET		Column Labels	
Fixture Description	Option B Count	Grand Total	
70W HPS COBRA 6,300 LUMEN	4	4	
100W HPS COBRA 9,500 LUMEN	90	90	
150W HPS COBRA 16,000 LUMEN	3	3	
Grand Total	97	97	

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: CONSTRUCTION SCHEDULE OF THE COMMUNITY BUILD
PLAY STRUCTURE AT KEIZER RAPIDS PARK**

On February 3, 2014, Council directed staff to immediately proceed with the implementation of a UGB expansion including 57 acres of the active areas of Keizer Rapids Park (KRP). By separate motion, the Council directed staff to schedule the construction of the community build project on September 17, 2014. If the process includes reviewing an alternative site, then a Parks Master Plan Amendment is required.

The Community Development Director is moving quickly to accomplish the UGB expansion, along with annexation of additional acreage to the City. This land use process will also include comprehensive plan map and zone map amendments.

However, staff believes that the KRP Master Plan process cannot be accomplished properly by September 17, 2014. Staff believes it is appropriate to Master Plan the entirety of the park, rather than focusing only on the placement of the community build project. We also believe it is important to have a comprehensive public outreach to gather input on all aspects of the Keizer Rapids Park.

We have discussed the concerns with the general coordinator for the project and a proposed build date of June 10-14, 2015 is recommended for a new construction date. Both the Parks Board and Keizer Rapids Park Community Build Project Task Force have recommended this new build date.

Staff is requesting that Council amend its previous motion relating to the community build project construction date to allow proper planning of the park and to reschedule the construction date to June 10, 2015.

RECOMMENDATION:

Adopt a motion to amend the community build project construction date from September 17, 2014 to June 10, 2015.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS

The City has had an Intergovernmental Agreement with the Salem-Keizer School District 24J for the purpose of providing police services to the schools. The goal of the services is to establish a positive working relationship in an effort to prevent juvenile delinquency and assist in student development, and to promote positive attitudes regarding law enforcement's role in society.

The School District recently presented us with a new agreement for the 2014-15 school year and it is before the Council for review and approval. The payment from the School District to the City in the amount of \$153,913.25 roughly covers one-half the salary, benefits and a portion of the overhead for the school resource officers for the school year, and one-quarter the cost of the supervisory sergeant.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the Intergovernmental Agreement for the purpose of providing police services to the schools.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2014-____

4
5
6 AUTHORIZING CITY MANAGER TO ENTER INTO
7 INTERGOVERNMENTAL AGREEMENT WITH SALEM-KEIZER
8 SCHOOL DISTRICT 24J (SCHOOL RESOURCE OFFICERS)
9

10
11 WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

12 WHEREAS, the City of Keizer and the Salem-Keizer School District 24J wish to
13 establish a positive working relationship in a effort to prevent juvenile delinquency and
14 assist in student development;

15 WHEREAS, the City and the School District wish to promote positive attitudes
16 regarding law enforcement's role in society and to inform students of their rights and
17 responsibilities as lawful citizens;

18 WHEREAS, the City Council of the City of Keizer has considered this matter and
19 wishes to move forward with an agreement;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is authorized to enter into the Intergovernmental Agreement attached as Exhibit
23 "A" and by this reference incorporated herein.
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 _____, 2014.

4

5 SIGNED this _____ day of _____, 2014.

6

7

8

9

Mayor

10

11

12

City Recorder

INTERGOVERNMENTAL AGREEMENT

A2012-100-3

This Agreement is made between

THE CITY OF KEIZER,
an Oregon municipal corporation
("Agency"),

and

SALEM-KEIZER SCHOOL DISTRICT 24J,
an Oregon school district
("District"),

for the purpose of providing police services for the Salem-Keizer public schools during the
2014-15 school year

RECITALS

- A. The District is a public body engaged in providing educational services; and
- B. The Agency is a public body engaged in providing municipal services, including law enforcement, to its citizens; and
- C. The parties wish to establish a positive working relationship between themselves in a cooperative effort to prevent juvenile delinquency and assist in student development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses which is conducive to teaching and learning; and
- E. The parties wish to promote positive attitudes regarding law enforcement's role in society and to inform students of their rights and responsibilities as lawful citizens; and
- F. The parties find that the performance of this Agreement will benefit the public; and
- G. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree as follows:

1. AGENCY OBLIGATIONS:

- 1.1 Provide law enforcement services of the Agency's School Resource Officer Unit, as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in District schools, including School Resource Officers officed at schools as agreed upon in writing between the Agency and District.

2. DISTRICT OBLIGATIONS:

- 2.1 The District shall compensate the Agency for all services provided under this Agreement by payment of the total sum of \$153,913.25 Payment will be divided into two installments of \$51,304.42 and a third installment of \$51,304.41 The first payment is due the first day of September 2014. The second installment shall be due and payable on the first day of December 2014, and the third and final installment shall be due and payable on the first day of March 2015.
- 2.2 Compensation shall be for all personnel and services as described in Exhibit "B" which is attached hereto and incorporated herein by this reference. Coverage of extracurricular events or activities sponsored by the District or any specific school within the District is **not** a part of this Agreement.
- 2.3 The City shall bill the District for the equivalent of fifty percent (50%) of all overtime incurred by the City's School Resource Officers for overtime that is a direct result of the School Resource Officers' assignments to the District's Schools. This billing will only apply to overtime that is not covered by other means such as special events and sporting events and will not exceed \$1,000 (one thousand dollars), without the mutual written agreement of the City and the District.

3. TERM AND TERMINATION:

- 3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2014, and shall remain in effect up to and including June 30, 2015.
- 3.2 The Agency and District may terminate this Agreement by mutual agreement at any time.
- 3.3 This Agreement may be terminated for any or no cause by either party upon not less than thirty (30) days prior written notice to the other party.

4. GENERAL PROVISIONS:

- 4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors and/or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement.
- 4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.
- 4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at

least \$2,000,000.00 (two million dollars), which names the other party, its employees, officers, and agents as additional insureds. The Agency and/or the District, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

- 4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.
- 4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.
- 4.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.
- 4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.
- 4.9 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the Agency: John Teague, Chief of Police
 930 Chemawa Rd NE
 Keizer, OR 97303
 Fax: 503-390-8295

If to the District: Michael D. Wolfe
 Chief Operations Officer
 PO Box 12024
 Salem, OR 97309-0024
 Fax # (503) 399-5579

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

- 4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the District and Agency as set forth in this Agreement.
- 4.11 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF KEIZER:

SALEM-KEIZER SCHOOL DISTRICT 24J:

By: _____
Chris Eppley

By: _____
Michael D. Wolfe

Title: City Manager

Title: Chief Operations Officer

Date: _____

Date: _____

Exhibit “A”
Memorandum of Understanding
Between
THE CITY OF KEIZER POLICE DEPARTMENT (AGENCY)
and
SALEM-KEIZER SCHOOL DISTRICT 24J

EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS (hereinafter “SRO”)

- Before September of each year, the Agency's SRO supervisor and the District's Security Manager will develop a prioritization of the District's middle and high schools for SRO assignment.
- In the event the SRO is absent from work, the SRO or SRO's supervisor will notify the school principal or designee of his / her primary school to which he / she is assigned. The Agency will identify an alternate contact when a SRO is not available.
- In the event of any SRO absence, the District and the Agency may collaboratively determine if the temporary placement of another SRO to a school is warranted.
- In the event of a long-term absence of a SRO (ten consecutive school days or more), the Agency will work with the District, through its Security Manager, to assure that schools maintain appropriate and necessary coverage by an SRO.
- SROs will remain employees of the Agency and will not be employees of the District. However, for purposes of information sharing, the SRO will be considered part of the school district administration team. The District and the Agency acknowledge that the SROs remain responsive to the command of the Agency.

SCHEDULE AND SPECIAL EVENTS

- Each SRO shall be assigned to one or more schools as needed. A mutually agreed upon Operational Plan outlining SRO assignments will be established between the Agency and the District. The SROs shall report in by phone or other means to their assigned school principal or designee. During regular school hours, SROs may be off campus performing such tasks as may be required by their assignment (e.g., court, truancy, arrest, traffic enforcement)
- The requesting school shall pay for overtime for special school district events (e.g., dances and sporting events) as agreed upon in advance with the Agency.
- All SROs shall wear their duty uniform and carry their duty weapon while working at their school pursuant to this Agreement, unless the District and the Agency agree upon another uniform.

DUTIES OF THE SRO ARE AS FOLLOWS:

- Assist the school principal or the principal's designee as well as the District security manager in developing plans and strategies to prevent and / or minimize dangerous situations that may occur on campus.
- Interact with students on an individual basis and in small groups.
- Make himself / herself available for conferences involving teachers, parents, and faculty.

- Become familiar with agencies and resources that offer assistance to youth and their families and make referrals as necessary.
- Contact the school principal or the principal's designee about the SRO's actions to make them aware when a student is taken into custody or arrested.
- Notify the school principal or principal's designee before removing a student from school or as soon as practical thereafter.
- Take law enforcement action against intruders and trespassers who appear on school property as needed.
- Conduct investigations of crimes that occur at his / her assigned school and using other resources if needed for follow up investigations.
- Serve as the liaison officer for the Youth Services Team in his / her assigned school.
- Be present at the request of the school principal, the principal's designee or the District security manager when a school principal, the principal's designee or the District security manager conducts a search.
- Report any violation of school rules or policies to school administration, but the SRO shall not be the individual responsible for the disciplinary consequences of school rules and policies.
- Make home visits to investigate students with truancy problems or to check the welfare of a student and his / her family as operational conditions permit.
- Present programs on various topics to students. Subjects may include, but are not limited to, a basic understanding of law, the role of law enforcement in the school or community, drug awareness, and other law enforcement topics.
- Attend certain school meetings, such as IEP meetings or expulsions, for security purposes only, if requested by the District.

SEARCH, ARREST and INVESTIGATION PROCEDURES

- **Search Procedures**
 - ❖ When conducting searches on school property, all SRO's shall follow procedures in accordance with the United States Constitution, the Oregon Constitution, statutes of the State of Oregon, and Agency policy.
- **Arrest Procedures For Crimes Committed Off Campus In Transit To And From School.**
 - ❖ School officials generally have the legal authority or jurisdiction to discipline students for criminal misconduct or juvenile offenses that occur at school bus stops, on school buses, or on public streets as students commute to and from school.
 - ❖ Law enforcement officials are responsible for enforcing the laws on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigations of crimes that occur at bus stops, on school buses, and while students are walking to and from school.
- **Investigations Procedures**
 - ❖ SROs and other law enforcement officials may interview students at school during school hours in the course of official duty.

- ❖ The SRO or investigating officer should contact the school principal or the principal's designee to inform him/her of the reason(s) to conduct an investigation within the school, *unless* such information would jeopardize the investigation.
- ❖ The SRO or investigating officer may, at his / her discretion, attempt to notify the student's parents or guardians regarding the on-going investigation.
- ❖ Parental consent is not required for the SRO or investigating officer to interview a student regarding a criminal matter.
- ❖ With the consent of the SRO or investigating officer, a school official may be present during the questioning of a student.
- ❖ **When a school staff or faculty member is a suspect in an investigation, the SRO may call in a SRO from another school or an outside investigator from the local law enforcement agency to conduct the investigation interview.**

COMMUNICATION:

- Any District staff or personnel, who become aware of any criminal incident involving students, shall be responsible for sharing that information with their school's SRO and any appropriate law enforcement agency having jurisdiction in accordance with District policies and state law.
- The Agency shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the SROs and to the District that could have a significant impact on the schools.
- The District is to communicate with all SROs and/or the Agency when there is a school lock down or critical incident occurring.

SRO PERFORMANCE

- In the event the District determines that a particular SRO is not effectively performing his or her duties and responsibilities and / or has conducted himself / herself in a manner that is inconsistent with continued work in the school environment, the District, through its Security Manager, reserves the right to request that the Agency remove that particular SRO from all school assignments. Any subsequent discipline shall be at the Agency's discretion.

EVALUATION

It is mutually agreed that the Salem-Keizer School District shall evaluate the SRO Program annually using a process agreed upon in writing by the both the District and the Agency. It is further agreed the Agency retains final evaluation authority.

EXHIBIT "B"

PERSONNEL AND SERVICES

In consideration of the annual amount of \$153,913.25, the Agency agrees to provide SRO's at the following Salem-Keizer School District 24J schools:

High Schools: McNary High School

Middle Schools: Claggett Creek Middle School, Whiteaker Middle School

The School Resource Officers shall provide services to the District as outlined in the Agreement. The District shall pay fifty percent (50%) of the direct costs of each assigned School Resource Officer and associated expenses and 25% of the direct costs of a School Resource Officer supervisor and associated expenses for the school year (9.5 months.) Cost includes the officer's salary and benefits, supplies, training, vehicle and other incidental expenses.

The names of School Resource Officers assigned to individual schools will be provided to the District in September of each year and will be updated as needed.

The District will provide the SRO an assigned parking space and private office at each assigned school.

CITY COUNCIL MEETING: May 19, 2014

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: INTERGOVERNMENTAL AGREEMENT (DPSST)

The City has an opportunity to use the State of Oregon Department of Public Safety Standards and Training facilities for training. To utilize this opportunity, the Keizer Police Department and the State desire to enter into an Intergovernmental Agreement setting forth obligations of each agency. Staff believes access to the facilities will benefit the Police Department.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the Intergovernmental Agreement.

Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2014-_____

AUTHORIZING CITY MANAGER TO ENTER INTO
INTERGOVERNMENTAL AGREEMENT WITH STATE OF OREGON
DEPARTMENT OF PUBLIC SAFETY STANDARDS AND TRAINING

WHEREAS, the City and the State of Oregon, on behalf of its Department of
Public Safety Standards and Training desires to establish a process for the City to use
DPSST facilities for training;

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City Council of the City of Keizer has considered this matter and
wishes to move forward with an Intergovernmental Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to enter into the Intergovernmental Agreement attached hereto
and by this reference incorporated herein.

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

PASSED this _____ day of _____, 2014.

SIGNED this _____ day of _____, 2014.

Mayor

**INTERGOVERNMENTAL AGREEMENT
Facility and Premises Use**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Public Safety Standards and Training (DPSST), hereinafter referred to as "State;" and the City of Keizer, on behalf of its Keizer Police Department acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties." The DPSST supervising representative for this Agreement is DPSST Director Eriks Gabliks, or any delegated appointees. The City of Keizer supervising representative for this Agreement is Robert Trump.

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

This Agreement will establish a process for the City of Keizer to request use of DPSST Mat rooms, ConSim rooms, Gymnasium, firing range, tactical training areas (EVOC track, street grid, scenario building, houses, fire tower, railroad, "professional building"), vacant areas of space within training premises and other areas made available for training for approved training purposes. It will also articulate the expected performance from each Party.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The term of this Agreement shall begin on the date all required signatures are obtained and the initial term of this Agreement shall terminate on June 30, 2015. This Agreement shall automatically renew in two-year increments unless terminated by either party as provided herein.

AGENCY OBLIGATIONS

1. Agency shall have access to facility areas, as identified throughout the Agreement.
2. Agency shall maintain a clean and orderly appearance of the facilities when training during the term of the Agreement. Agency is responsible for cleaning and returning shared use space to condition found before Agency's use.
3. Agency shall refrain from any use that would create waste on the premises or that would be considered reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

4. Agency shall be solely responsible for repair and maintenance of all Agency-owned equipment.
5. Agency shall be responsible for all costs associated with facility maintenance and repairs when maintenance and repair is required due to Agency or its personnel's negligence, misuse or failure to comply with any provisions of this Agreement.
6. Agency, at its own expense, shall correct any failure of compliance created through Agency's fault or use.
7. Agency shall be responsible for security of its personal property in or on the premises.
8. Agency shall provide an authorized point of contact and contact information for coordinating access to the premises for maintenance and repairs.
9. Agency shall schedule the use of all training venues (including the emergency vehicle operations track and street grid, scenario training building, training houses, training tower, professional building, railroad, vacant areas inside of the tactical area, ConSim rooms, mat rooms and gymnasium) with the DPSST Events Coordinator, while also identifying the number of personnel to be trained. This process should be completed using a Tactical Coordination Checklist (TCC).
10. Agency will notify DPSST supervising representative identified in this Agreement as soon as possible in the case of cancellation or need to reschedule activities on DPSST premises or using DPSST facilities.
11. Agency will notify DPSST supervising representative identified in this Agreement immediately in the event of accident or injury occurring during the use of DPSST facilities.
12. Agency will conduct business in such a manner as to avoid interference with DPSST's normal operation and training mission.
13. Agency will not make changes to mat rooms, ConSim rooms or gymnasium without the advance approval of DPSST Survival Skills staff, and any changes made must be returned to their original status upon completion of use.
14. Agency will not make changes to any of the tactical training venues without the advance approval of DPSST Tactical Training staff, and any changes made must be returned to their original condition upon completion of use.
15. Agency will not use any DPSST equipment unless approved by appropriate training section Supervisor, as identified in this Agreement.

16. Agency is responsible for any loss or damage that occurs during Agency's use of DPSST premises, facilities and training related materials. In the event of loss or damage, DPSST will take immediate and necessary actions to replace or repair for the same condition prior to damage or loss, and will bill Agency, as appropriate, for any corrections needed.
17. Agency shall participate in training relative to safety protocols of using the applicable training venues. Agency personnel shall participate in safety officer / coordination training. This training will be conducted by DPSST Safety Coordinator.
18. A DPSST trained safety officer must be present and provided for by Agency for any training done using the tactical training venues. If Agency does not have a DPSST trained safety officer available, one may be obtained through DPSST, at Agency cost.
19. Agency will ensure participants comply with all safety guidelines and procedures provided by DPSST.
20. Agency will not bring any ammunition, guns, knives, impact weapons, aerosol defense weapons, TASERS (or similar devices), diversionary devices or other weapons onto DPSST premises; any of these items brought onto DPSST premises will be placed in secure storage outside of the training area until the end of training.
21. Agency shall comply with such other restrictions as DPSST, in its discretion, may determine.
22. Agency shall conform to all applicable municipal, state and federal laws and regulations pertaining to the premises and their use.
23. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
24. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
25. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency,

under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

26. Agency's Project Manager for this Project is Robert Trump, Sergeant, PO Box 21000, Keizer, OR 97307, 503-390-3713, TrumpR@Keizer.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. DPSST shall provide training space to Agency for training support, which includes Mat rooms, ConSim rooms, and gymnasium (Building D), as well as Tactical training areas including the emergency vehicle operations track and street grid, scenario building (Building F), houses, fire training tower, railroad, "professional building", and vacant areas of space around those facilities are also available as training venues.
2. DPSST shall provide all safety protocols in writing to Agency.
3. DPSST shall provide training relative to safety protocols of using the applicable training venues. DPSST will also provide safety officer / coordination training to Agency personnel. This training will be conducted by DPSST Safety Coordinator.
4. DPSST shall provide parking as available for Agency personnel in the Oregon Public Safety Academy parking lots on a "first come, first serve" basis.
5. DPSST shall conform to all applicable municipal, state and federal laws and regulations pertaining to the premises and their use.
6. DPSST shall be responsible for the security of its personal property in or on the premises.
7. DPSST shall maintain a clean and orderly appearance of the premises during the term of the Agreement.
8. DPSST shall be responsible for repair and maintenance of DPSST-owned equipment, unless damage incurred during Agency use, which will be managed in the manner specified above.
9. DPSST's Survival Skills Supervisor and DPSST's Tactical Training Supervisor will approve and work with DPSST Events Coordinator to schedule use of Building D and the tactical training areas. The DPSST Events Coordinator will work with Agency personnel to complete Tactical Coordination Checklists (TCC's) prior to any training activities.

10. DPSST Survival Skills staff and DPSST Tactical staff will provide guidelines and procedures for use of Building D and tactical venues upon initial use and as changes are made.
11. DPSST Survival Skills staff and/or DPSST Tactical staff may stop the use of Building D and/or the use of tactical venues immediately and indefinitely in the event activities create a risk to persons or property, in the event of actual property or equipment damage, or if the property becomes otherwise unserviceable.
12. DPSST's Survival Skills Supervisor and DPSST's Tactical Training Supervisor will notify Agency as soon as possible if the need to cancel or reschedule occurs.
13. DPSST certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs related to this Agreement within DPSST's current appropriation or limitation of the current biennial budget.
14. DPSST's Project Manager for this Project is the corresponding Venue Supervisor or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement. DPSST's Contact for scheduling or use requests is Kayla Smith, Events Coordinator.

CONSIDERATION

1. Agency will be authorized to use Building D (for combative training and/or for the utilization of the Tactical Training Venues to conduct scenario-based training) without cost as long as such use is in accordance with the prescribed safety protocols.
2. Agency will be charged according to DPSST established price list for the use of DPSST vehicles for training in accordance with this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person. If notice is given by either party, this Agreement shall become null and void on such date as specified in the written termination notice. Any expenses incurred prior to the termination date are the responsibility of Agency.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to adhere to obligations called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to conform to any of the other provisions of this Agreement, and after receipt of written notice from State, fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to provide personnel, services or access to premises applicable to this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

[Signature page on next page.]

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**State of Oregon acting by and through the
Department of Public Safety Standards and Training**

Signature

Date

Eriks Gabliks, Director
Printed Name and Title

And

City of Keizer, on behalf of its Police Department

Signature

Date

Christopher C. Eppley, City Manager
Printed Name and Title

APPROVAL RECOMMENDED

Signature

Date

Adam Bergerson, Contracts Coordinator
Printed Name and Title

APPROVED AS TO FORM

Keizer City Attorney

Agency Contact:

Tracy Davis, City Recorder
PO Box 21000
Keizer, OR 97307
503-390-3700
DavisT@Keizer.org

State Contact:

Kayla Smith, Events Coordinator
4190 Aumsville Hwy SE
Salem, OR 97317
503-378-4619
kayla.smith@state.or.us



MINUTES
KEIZER CITY COUNCIL
Monday, May 5, 2014
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Christopher called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Joe Egli, Council President
Cathy Clark, Councilor
Marlene Quinn, Councilor
Dennis Koho, Councilor
Jim Taylor, Councilor
Kim Freeman, Councilor
Sky Cater, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community
Development
Bill Lawyer, Public Works
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

**PUBLIC
TESTIMONY**

James Weigel, Keizer, explained that the property adjacent to his is planned for development and will include roadway improvements of curb and gutters. Although Cade Street is a private lane, the new landowner has donated enough property to make the street wide enough for curbs and gutters; the actual right of way has been blocked by a fire hydrant, hedges and a telephone pole so neighbors have been using his property instead. The City was supposed to move the fire hydrant but instead poured the curb and sidewalk with the fire hydrant in the sidewalk so the planned pavement will encroach on his property. He concluded noting that he was not allowed more than two days to address his concerns.

City Attorney Shannon Johnson explained that the apron portion of the paving was "bent" so that the fire hydrant would not have to be moved but the right of way line did not change. The City is fairly positive that the paving will stay within the 10 foot easement. He added that a private development does not require notice to adjacent property owners. Community Development Director Nate Brown added that the development proposal adheres closely to the established easement line and no encroachment is intended. Additionally, the private developer is running the project; the City has nothing to do with the paving.

Nikki Hoffman, Keizer, neighbor to the property being developed, voiced concern about the telephone pole and guide wires being relocated onto her property. Mr. Lawyer indicated that he would contact Salem Electric.

Jeff Asher, Keizer, owner of BC Towing, clarified that newer tow trucks are very quiet; the backup alarm is loud, but he prefers that tow trucks are parked on the street so that they don't have to be backed up. He noted that the parking issue on Clearview Court is not caused by tow trucks, but by several of the residents parking passenger trucks, trailers and travel trailers on sidewalks and extending into the street. The mud complained of at a previous meeting was caused not by tow trucks but by oversized 4-wheel drive vehicles parking in the muddy area of the street. The water main has been broken for over two years and was not broken by a tow truck. He concluded noting that tow trucks do not increase vehicles in the area because the drivers leave their personal vehicles at the lot when they pick up the truck.

Crystal Morrison, Keizer, stated that she lives in the house with the tow truck and there are all sorts of parking violations going on in that neighborhood making it difficult for the tow trucks to find a place to park.

Jerry Nuttbrock, Keizer, voiced opposition to locating the proposed Keizer Rapids Park play structure near Chemawa Road and voiced support for the locating the playground at the big tree site because it is master planned that way and because the City promised the children to have it built by September.

Shabri Vignery, Keizer, presented a petition signed by people in her neighborhood stating that high school youth are loitering in the neighborhood, urinating in the bushes, using drugs, littering and using foul language from 6:30 a.m. until 4 p.m. and are beginning to show up on the weekends. She added that they get verbal abuse when they ask the youth to leave, and working with the high school or calling the police has not been effective.

Audra Anderson, Keizer, added that it has gotten worse over the years and the drug problem has gotten intense and the youth have become particularly ruthless.

Chief Teague responded that this has been a problem for a long time and the problem is exacerbated by the barricade at the end of Sandy Road. The KPD cannot process for fingerprints the drug paraphernalia that is left behind by the youth, but a lockable gate is planned for the area to keep students from coming out and mingling with the loitering kids.

Further discussion ensued regarding the possibility of initiating a no loitering ordinance, truancy, and re-opening Sandy. City Attorney Shannon Johnson indicated that there are other similar options and he would do some research. Mayor Christopher asked Ms. Vignery and Ms. Anderson to report to Council if the gate has any impact.

Richard Walsh, Keizer, suggested installing surveillance cameras to alleviate the loitering problem on Sandy.

PUBLIC HEARINGS

a. Urban Growth Boundary Amendment

Community Development Director Nate Brown explained that much of the material in the packet is work that Council has already reviewed and approved. He explained that this urban growth expansion is consistent with the Housing Needs Analysis that was part of the Periodic Review. He noted that development at Keizer Rapids Park has occurred at a more rapid pace than anticipated, explained the annexation process for the Buchholz property and clarified the purpose of the UGB expansion. He then provided additional information using several maps of the park and fielded questions regarding the possibility of using the property for residential development and developing a master plan to guide the development. City Attorney Shannon Johnson interjected that housing would not be allowed because of the zoning. Further discussion took place regarding the Alvarez property and the Housing Needs Analysis. Mr. Brown then explained that all four jurisdictions need to coordinate on these land use actions. Salem has initiated the process to amend their comprehensive plan, Marion County will need to adjust their jurisdictional boundary line, and Polk County will need to submit a letter of concurrence through the Salem Keizer Area Planning Association. He noted that cooperation from all three jurisdictions has been positive and uplifting.

Mr. Brown reviewed Planning Commission recommendation to Council: That the Keizer Rapids Park Master Plan be amended to include the area that is part of this application and that the process include community involvement and especially the West Keizer Neighborhood Association and that the filbert trees remain undisturbed until the master plan is developed.

Mayor Christopher opened the Public Hearing.

Rhonda Rich, Keizer, President of the West Keizer Neighborhood Association, voiced support for the urban growth boundary expansion and stated the Association's request to designate the annexed area for park use, continue the existing buffer to Chemawa Road, and to develop a master plan for the area before doing anything to the filbert orchard. She encouraged Council to accept the Planning Commission recommendation and to include the entire community in the master planning process.

Richard Walsh, Keizer, voiced support for the urban growth expansion and urged that the entire community be involved in the master planning process so that the needs of the community are addressed.

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

Councilor Egli moved that the Keizer City Council direct staff to prepare an ordinance with findings to adopt the proposed revisions. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Additional discussion took place regarding how much of the annexed property would be included in the master planning process. Mr. Lawyer indicated that it would be addressed at a Parks Board meeting and added that he felt all of the property inside the proposed urban growth boundary should be included in the master planning process. The balance of the property, although minimally improved, should be factored into the discussion as well.

ADMINISTRATIVE ACTION

a. ORDINANCE –

**Amending
Keizer
Development
Code Regarding
Section 2.1310
(Development
Standards for
Land Divisions);
Amending
Ordinance 98-
389**

City Attorney Shannon Johnson explained that this refers to “Shadow Plats”. He brought attention to clarifying language to page 3 of 11 on Exhibit B - the only change since the last meeting.

Councilor Egli moved that the Keizer City Council adopt an Ordinance Amending Keizer Development Code Regarding Section 2.1310 (Development Standards for Land Divisions); Amending Ordinance 98-389. Councilor Clark seconded.

Councilor Koho and Mayor Christopher indicated that they were still not in favor of this ordinance.

Motion failed as follows:

AYES: Egli and Clark (2)

NAYS: Christopher, Koho, Quinn, Freeman and Taylor (5)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. ORDINANCE – Providing for Public Art and Public Murals

City Attorney explained that this is an ordinance that started out designed to allow public murals but has now been tweaked to add a process with regard to displaying art at the Civic Center. He reviewed the process and the duties of the Arts Commission and noted that the art would be on display for 60 days. Council agreed by consensus to extend the display time to “60 to 90 days”. Mr. Johnson added that this ordinance states that the Keizer Arts Commission review would be final; there would be no appeal to Council. Additionally there would be a charge for recording easements (Murals) which the City would pay. Council agreed to this. Mr. Johnson noted that funding would be set aside through the budget process and explained that for insurance purposes the value of the art could not be over \$25,000. Artwork valued higher than that could be added as a one-time item.

Councilor Egli moved that the Keizer City Council adopt an Ordinance Providing for Public Art and Public Murals as amended to include the verbiage in Section 5B4 “The Artwork may be displayed for a minimum of

60 days to a maximum of 90 consecutive calendar days”. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**RESOLUTION –
Establishing
Keizer Arts
Commission**

Mr. Johnson reviewed the Art Commission membership and the initial selection process. Mayor Christopher appointed herself to the committee, offered to talk to the Keizer Art Association and McNary and asked Councilors to recruit the remaining four members. Mr. Johnson suggested that the following verbiage be added to the Membership section of the resolution: “The initial six citizens at large shall be appointed directly by the Council. Thereafter,”

Councilor Egli moved that the Keizer City Council adopt a Resolution Establishing Keizer Arts Commission, as amended. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. Municipal
Judge Services
Contract**

City Attorney Shannon Johnson explained that this was basically a housekeeping measure; that Council had requested that a member attend arraignments or hearings and that Councilors Koho and Freeman would be assigned this duty. The agenda item is to put that in the record.

Mayor Christopher appointed Councilor Koho and Councilor Freeman as the Council Representatives attending arraignments and hearings in the current year.

**CONSENT
CALENDAR**

- A. RESOLUTION – Authorizing City Manager to Award and Enter Into an Agreement with Cascade Water Works, Inc. for Reitz Pump Station Booster Pump #3
- B. RESOLUTION – Approving City Engineer Report for Windsor Estate Street Lighting District
- C. RESOLUTION – Authorizing the Mayor and City Manager to Enter Into Intergovernmental Agreement for Right of Way Services (Verda Lane at Chemawa Road) Repealing R2014-2413
- D. RESOLUTION – Authorizing the City Manager to Execute Master Services Agreement with Delaware Net, Inc. dba EVO Government Websites
- E. RESOLUTION – Authorizing City Manager to Execute Third Extension of City of Keizer Custodial Services Contract with Willamette Valley Rehabilitation Center, Inc.
- F. RESOLUTION – Ratifying the City Manager’s Execution of Comcast

Business Service Order Agreement

G. RESOLUTION – Authorizing the City Manager to Sign First Extension of Contract for Collection Agency Services with Valley Credit Services, Inc.

H. Approval of April 21, 2014 Regular Session Minutes

Councilor Koho pulled Item C.

Councilor Egli moved to approve Items A, B, D, E, F, G and H of the Consent Calendar. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Koho noted that since this relates to the Verda Lane Roundabout, he wanted the opportunity to vote no.

Councilor Egli moved for approval of Item C of the Consent Calendar. Councilor Clark seconded. Motion passed as follows:

AYES: Christopher, Egli, Freeman, Taylor and Clark (5)

NAYS: Koho and Quinn (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE REPORTS

a. Proclamation – Norwegian Constitution Day

Taken out of order. Mayor Christopher read the document proclaiming May 17, 2014, as Norwegian Constitution Day. She noted that this is the 200th anniversary of adoption of the Norwegian constitution. Oddney Everson and Evelyn Moreland Bunad from the “Thor Lodge” thanked Council for the proclamation, explained that Constitution Day is celebrated every year all over Norway, announced that Norwegians from the area will be participating in the Iris Festival parade and concluded by inviting everyone to the May 17 celebration.

Proclamation - Elks National Youth Week

Taken out of order. Mayor Christopher read the document proclaiming the week of May 1 through May 7, 2014 Elks National Youth Week.

Ben Adams, Exalted Ruler of the Keizer Elks, voiced appreciation for the acknowledgement adding that the youth in the community are the future of the community. Mayor Christopher and Councilor Koho commended the Elks organization for all they do for the youth of the community.

Appointment to Keizer Festivals and Events Services Team (KFEST)

City Manager Chris Eppley reported that following publication of notice of a vacancy on the Keizer Festivals and Events Services Team (K-FEST) and acceptance of testimony from the applicant, the Volunteer Coordinating Committee recommended Amy Ripp to fill the vacancy.

Councilor Egli moved that the Keizer City Council accept the

recommendation of the Volunteer Coordinating Committee to appoint Amy Ripp to position number 4 on the Keizer Festivals and Events Services Team (K-FEST), term expiring May 31, 2017. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER COMMITTEE REPORTS

Councilor Taylor indicated that he would be out of town for the next Traffic/Bikeways/Pedestrian meeting.

Councilor Egli announced upcoming meetings and events including the Marion County breakfast, Planning Commission, REI grand opening, Budget Committee, and various Iris Festival events.

Mayor Christopher reviewed the organization of the Mayor's Prayer breakfast event, thanked Chief Teague for speaking at the most recent one, Bob and Pam Zielinski for providing breakfast and the Keizer Fire District for their egg rescue.

Councilor Freeman announced upcoming Claggett Creek Watershed and West Keizer Neighborhood Association meetings and encouraged everyone to visit the new REI store.

Councilor Clark announced that the public comment period is now open for the Fiscal Year 15-20 Transportation Improvement Program. Input can be provided at www.mwvcog.org before June 24. She also reviewed upcoming meetings and events including Connect Oregon 5, Keizer United, Turn Around Awards, Salem-Keizer Coalition for Equity and Iris Festival. She cautioned drivers to be aware of road closures related to work on the Woodburn/I-5 Interchange.

Councilor Koho recognized Cinco De Mayo, announced that the Medical Marijuana Facilities Regulation Task Force completed its work and recommended that the City go along with the State rules but widen prohibited areas further around schools. A report will be forthcoming. City Attorney Johnson added that he planned on bringing something to Council in June.

OTHER BUSINESS

Chief Teague announced an upcoming meeting (Fireside Chat) with the Latino community at the church on Dearborn to develop a relationship with local Hispanic housewives and convey to them that the Keizer Police are available to them.

Public Works Director Bill Lawyer announced that construction on Chemawa Road North has begun and should last about 90 days. A training is planned at the Charge House at Keizer Rapids Park by the CERT group.

Councilor Egli reported that the work trucks on Chemawa park in such a

way to block vision. Mr. Lawyer responded that he would pass that information on to the Assistant Project Manager.

Community Development Director Nate Brown urged Councilors to submit their recommended names for Keizer Economic Development Commission members no later than Friday. He reminded them that each Councilor will submit 2 names, Mayor Christopher and two others will review the names and choose seven.

He noted that he received an email from Oregon Parks & Recreation requesting a revision be made to the City's Resolution authorizing the application for the grant to include specific language. The revised resolution adds that language. It does not change any conditions, intent or amounts.

Councilor Egli moved to suspend the rules to consider the matter of additional language in the adopted resolution regarding the Local Government Grant from the Oregon Parks and Recreation Department. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Egli moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the Community Build Playground Project at Keizer Rapids Park; Repealing Resolution No. R2014-2430. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Koho, Quinn, Freeman, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Youth Councilor Sky Cater announced that he had attended the final showing of "Tempest" and it was fantastic, Prom was great, and AP Testing started this week. June 4 is the last day for seniors with Graduation on June 6. Track has only two weeks left in the season.

WRITTEN COMMUNICATION

None

AGENDA INPUT

May 12, 2014

5:45 p.m. – City Council Work Session - Cancelled

May 19, 2014

7:00 p.m. – City Council Regular Session

Budget Committee Meetings:

- May 6, 2014 – 6:00 p.m.
- May 8, 2014 – 6:00 p.m.
- May 13, 2014 – 6:00 p.m.
- May 20, 2014 – 6:00 p.m. (if necessary)

ADJOURNMENT Mayor Christopher adjourned the meeting at 9:27 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Cathy Clark

Councilor #2 – Kim Freeman

Councilor #5 – Joe Egli

Councilor #3 – Marlene Quinn

Councilor #6 – James Taylor

Minutes approved:_____



WHEREAS, the National Society of the Sons of the American Revolution was organized and established on April 30, 1889; and

WHEREAS, through patriotic, historical, and educational activities, the National Society of the Sons of the American Revolution perpetuates the memory of the Patriots of the American Revolutionary War who achieved the independence of the United States; and

WHEREAS, the activities of the National Society of the Sons of the American Revolution are designed to inspire the descendants of the Patriots of the American Revolution and the people of the United States with respect and reverence for the principles of government that were established by those Patriots; and

WHEREAS, during the past 125 years more than 180,000 members have joined the National Society of the Sons of the American Revolution; and

WHEREAS, the National Society of the Sons of the American Revolution celebrates its 125th anniversary in 2014.

NOW THEREFORE, BE IT PROCLAIMED by Mayor Lore Christopher of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that April 30, 2014 be proclaimed to be

SONS OF THE AMERICAN REVOLUTION DAY

And encourage all residents of Keizer to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 19th day of May, 2014.

Lore Christopher, Mayor

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: CHIEF JOHN TEAGUE
KEIZER POLICE DEPARTMENT**

SUBJECT: SWEARING IN OF RESERVE OFFICER JACOB COLVIN

TOPIC:

As a result of a recruitment process which began in April 2013, Jacob Colvin was selected as a reserve police officer. Officer Colvin graduated from the Mid-Valley Reserve Training Academy on May 16, 2014, and is ready to begin at the Keizer Police Department.

Please join us in congratulating and welcoming Reserve Officer Colvin to the Keizer Police Department.