

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. If you require any service such as language translation or other interpretive services that furthers your inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at bissetm@keizer.org or phone at (503)390-3700 or (503)856-3412. To provide oral comments via electronic means, please contact the City Recorder's Office no later than 2:00 p.m. on the day of the meeting. Most regular City Council meetings are streamed live through www.KeizerTV.com and cable-cast on Comcast Channel 23 within the Keizer City limits.

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, April 1, 2024
7:00 PM

Robert L. Simon Council Chambers - Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
 - a. National Child Abuse Prevention Month Proclamation
 - b. Volunteer Recognition Proclamation
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. **RESOLUTION** - Authorization for Supplemental Budget - Water Fund - Purchase 2024 Ford F150 Truck for Public Works
 - b. Oregon Liquor and Cannabis Commission (OLCC) Application - Change of Ownership - Bai Bua Thai Kitchen
 - c. Oregon Liquor and Cannabis Commission (OLCC) Application - Mesa del Rincon Cerveceria & Taproom, LLC
8. **ADMINISTRATIVE ACTION**
 - a. Discussion regarding McNary High School Speed Zone
 - b. Greater Northeast Keizer Neighborhood Association Annual Report
 - c. **RESOLUTION** - Authorizing the City Manager to Purchase License Plate Reader

(LPR) Licenses and Hardware

- d. **RESOLUTION** - Authorizing City Manager to Sign Option to Purchase Letter of Intent (Keizer Station Area A)
- e. **ORDINANCE** - Establishing a Franchise Agreement with Ziply Fiber Pacific, LLC for the Provision of Telecommunications Services Within the City of Keizer

9. **CONSENT CALENDAR**

- a. Police Department Community Service Petty Cash Fund Report
- b. **RESOLUTION** - Authorizing City Manager to Sign Agreement for Purchase and Installation of Telemetry System Upgrade (FY 23/24)
- c. Approval of February 15, 2024 City Council, Salem City Council and Marion County Commissioners Meeting
- d. Approval of March 11, 2024 Joint City Council and Community Diversity Engagement Committee Work Session Minutes
- e. Approval of March 18, 2024 City Council Regular Session Minutes

10. **OTHER BUSINESS**

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

11. **STAFF UPDATES**

12. **COUNCIL MEMBER REPORTS**

13. **AGENDA INPUT**

Monday, April 8, 2024 - 6:00 p.m.

City Council Work Session - Neighborhood Associations

Monday, April 15, 2024 - 7:00 p.m.

City Council Regular Session

Monday, April 29, 2024 - 6:00 p.m.

City Council Work Session - Draft Procurement Policy & Neighborhood Traffic Management Program

Monday, May 6, 2024 - 7:00 p.m.

City Council Regular Session

14. **ADJOURNMENT**

City of Keizer Mission Statement

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

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

City of Keizer, Oregon



Proclamation

WHEREAS, every child deserves to live in a safe, loving, and caring family environment; and

WHEREAS, in 2022, there were 10,711 reported victims of child abuse and neglect in Oregon, of which 1,098 were victims in Marion County; and

WHEREAS, we stand together as individuals, organizations, and government agencies to commit to preventing child abuse by raising awareness throughout our community and by educating and supporting parents and caregivers; and

WHEREAS, we affirm that strong families and safe, stable, and nurturing environments free from violence, abuse, and neglect are essential for children's optimal growth and success; and

WHEREAS, the people of Keizer believe in and work for ensuring a secure future, where the needs of children are a priority and the needs of families are met; and

WHEREAS, we are thankful for the many Keizer volunteers, organizations and service providers that work together every day to take action to support families and children and protect the well-being of our children.

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled in Regular Session, do hereby proclaim the month of April 2024 as

CHILD ABUSE PREVENTION MONTH

And ask all the people of Keizer to commit to continuing our action and advocacy for protecting our children.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer this 1st day of April 2024.

MAYOR CATHY CLARK
City of Keizer, Oregon



Proclamation

WHEREAS, the City of Keizer has built a strong community through a foundation of volunteerism; and

WHEREAS, upon incorporation in 1982, the motto was adopted – “Pride, Spirit, and Volunteerism” which describes our way of life; and

WHEREAS, many residents of this community contribute to the well-being and welfare of all our people by giving tirelessly of their time, resources and energy; and

WHEREAS, many volunteers assist the City of Keizer in performing a multitude of duties, often providing services that might otherwise be reduced or non-existent; and

WHEREAS, many of our volunteers serve through city government on City Council, Boards, Commissions, and Task Forces; and

WHEREAS, our City’s greatest resource is our people who are dedicated to the betterment of our community; and

WHEREAS, the City of Keizer values each and every one of our many volunteers and wish to extend our deepest appreciation to all.

NOW, THEREFORE, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council assembled here in Regular Session, do hereby proclaim the month of April 2024 as

VOLUNTEER RECOGNITION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 1st day of April 2024.

MAYOR CATHY CLARK
City of Keizer, Oregon



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Tim Wood, Assistant City Manager
Subject: Resolution - Authorization for Supplemental Budget - Water Fund - Purchase
2024 Ford F150 Truck for Public Works

Proposed Motion

I move the City Council adopt Resolution R2024-____ Authorization for Supplemental Budget - Water Fund - Purchase 2024 Ford F150 Truck for Public Works.

I. Summary

At the March 18, 2024 regular City Council meeting, the Council authorized the City Manager to purchase a 2024 Ford F150 pickup truck for the Public Works Department for \$51,472.85 using the Oregon Cooperative Procurement Program. The attached resolution is to ensure appropriations are available in the Water Fund to provide for the acquisition. The supplemental budget is to recognize and appropriate insurance proceeds of \$24,100 and to transfer \$27,400 from contingency to capital outlay to provide for the purchase of the replacement vehicle.

II. Background

- A. At the March 18, 2024 Regular City Council Meeting, the Council authorized the City Manager to purchase a 2024 Ford F150 truck for the Public Works Department for \$51,472.85 using the Oregon Cooperative Procurement Program.

III. Current Situation

- A. A supplemental budget is necessary to ensure adequate appropriations are available in the Water Fund to provide for the vehicle acquisition. The supplemental budget was noticed in the March 22, 2024 edition of the Keizertimes.

IV. Analysis

- A. **Strategic Impact** - Not applicable

- B. **Financial** - The supplemental budget is to recognize and appropriate insurance proceeds of \$24,100 and to transfer \$27,400 from contingency to capital outlay to provide for the purchase of the replacement vehicle.
- C. **Timing** - The supplemental budget, if adopted, will impact the Fiscal Year 2023-24 - City of Keizer Adopted Budget.
- D. **Policy/Legal** - City Council approval is required to adopt a supplemental budget.

V. **Alternatives**

- A. Adopt the attached resolution authorizing the supplemental budget to recognize and appropriate insurance proceeds of \$24,100 and to transfer \$27,400 from contingency to capital outlay to provide for the purchase of the replacement vehicle.
- B. Take no action and City Staff will need to identify alternate appropriations available to provide for the vehicle acquisition.

VI. **Recommendation**

Staff recommends the council adopt Resolution R2024-____ Authorization for Supplemental Budget - Water Fund - Purchase 2024 Ford F150 Truck for Public Works.

Attachments

1. RES_CC_Authorization for Supplemental Budget - Purchase of Ford F150 Truck_04 01 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Water Fund - Purchase 2024
Ford F150 Truck for Public Works**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2024:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Water Fund				
Miscellaneous Revenues	67,000	24,100	-	91,100
Capital Outlay	176,000	54,500		230,500
Contingency	121,500		27,400	94,100
This supplemental budget request is to recognize and appropriate insurance proceeds of \$24,100 and to transfer \$27,400 from contingency to capital outlay to provide for the purchase of a 2024 Ford F150 Truck for Public Works.				

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

PASSED this _____ day of _____, 2024

SIGNED this _____ day of _____, 2024

Mayor

City Recorder



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: OLCC Application - Change of Ownership - Bai Bua Thia Kitchen

Proposed Motion

I move the City Council recommend approval of the application for a change of ownership for the Liquor License for Bai Bua under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On February 29, 2024, the City received an application for a change of ownership for the liquor license for Bai Bua Thai Kitchen located at 5133 River Road N, Keizer, Oregon. The application is for a Limited On-Premises license. As required by Keizer Ordinance 2010-623, a public hearing was scheduled and a notice was published and mailed to all property owners within 200 feet of the establishment as well as the Northwest Keizer Neighborhood Association. The Keizer Police Department has completed a background check on the applicant and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

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

III. Current Situation

- A. A new owner has purchased Bai Bua Thai Kitchen located at 5133 River Road N, Keizer, Oregon.
- B. The Oregon Liquor and Cannabis Commission requires a new application to be

submitted.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - The application requires a \$75 fee, which has been paid.
- C. **Timing** - Upon a recommendation of approval, the applicant will finalize the liquor license application with the Oregon Liquor and Cannabis Commission.
- D. **Policy/Legal** - The review process for a liquor license application is outlined in City Ordinance 2010-623.

V. Alternatives

- A. Recommend approval of the license application.
- B. If no action is taken, the Oregon Liquor and Cannabis Commission will have the authority to make a determination.
- C. File an unfavorable recommendation with the Oregon Liquor and Cannabis based on the license refusal bases of Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. Recommendation

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Bai Bua Thai Kitchen located at 5133 River Road N, under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

- 1. APP_Application - Bai Bua Thai Kitchen_ 4 01 2024

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

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location

Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location

Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location

Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location

Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location

Additional tasting locations: (Use the DISTT form HERE)

☒ Limited On-Premises

- ☐ Off Premises

- ☐ Warehouse

- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant WITH the recommendation marked below

Name of City OR County (not both)

Keizer

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- ☒ Recommend this license be granted
- ☒ Recommend this license be denied
- ☒ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or Individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Baan Mea LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Bai Bua Thai kitchen

Premises street address (The physical location of the business and where the liquor license will be posted):

5133 River Rd N Keizer, OR

City:

Keizer

Zip Code:

97303

County:

Business phone number:

(503) 990-7457

Business email:

Napat 936 pang @ gmail.com

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(11.):

5133 River Rd N

City:

Keizer

State:

OR

Zip Code:

97303

Does the business address currently have an OLCC liquor license? ☒ Yes ☐ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☐ No

APPLICATION CONTACT INFORMATION - Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Napatporn Kraisorntachara

Phone number:

Email:

pang
napat 936 pang @ gmail.com

LIQUOR LICENSE APPLICATION

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Wattaveekarn Intharaprasit

Applicant name

Signature

02/21/24

Date

Napatporn Kraisonwatchara

Applicant name

Signature

02/21/24

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Melissa Bisset, City Recorder
Subject: OLCC - Application - Mesa del Rincon Cerveceria & Taproom, LLC

Proposed Motion

I move the City Council recommend approval of the application for a new outlet Limited-On-Premises Liquor License for Mesa del Rincon Cerveceria & Taproom, LLC under the guidelines established by ORS 471.175 and the Ordinances of the City of Keizer.

I. Summary

On February 28, 2024, the City received an application for a new outlet Limited On-Premises Liquor License for Mesa del Rincon Cerveceria & Taproom, LLC, located at 5137 River Road N, Keizer, Oregon. As required by Keizer Ordinance 2010-623 a public hearing was scheduled, a notice was published and mailed to all property owners within 200 feet of the establishment as well as the Northwest Keizer Neighborhood Association. The Keizer Police Department conducted a background check of the applicants and has no reason to recommend denial of the application. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

II. Background

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

III. Current Situation

- A. The owner of Mesa del Rincon Cerveceria & Taproom, LLC have submitted an application for an OLCC On-Premises Liquor License for their business located at 5137 River Road N. in Keizer, Oregon.
- B. The Oregon Liquor and Cannabis Commission requires a new application be

submitted.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - The application requires a \$100 fee, which has been paid.
- C. **Timing** - As required by Keizer Ordinance 2010-623 a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the establishment as well as the Northwest Keizer Neighborhood Association.
- D. **Policy/Legal** - The review process for a liquor license application is outlined in City Ordinance 2010-623.

V. Alternatives

- A. Recommend approval of the license application.
- B. If no action is taken, the Oregon Liquor and Cannabis Commission will have the authority to make a determination.
- C. File an unfavorable recommendation with the Oregon Liquor and Cannabis Commission based on the license refusal bases of Oregon State Statutes and Oregon Administrative rules and supported by reliable factual information.

VI. Recommendation

Staff recommends the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for Mesa del Rincon Cerveceria & Taproom, LLC located at 5137 River Road N, under the guidelines as established by ORS 471.175 and the Ordinances of the City of Keizer. This recommendation will then be forwarded to the Oregon Liquor and Cannabis Commission for final approval.

Attachments

1. APP_Application - Mesa del Rincon Cerveceria and Taproom_ 4 01 2024

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

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this
form to the applicant **WITH** the recommendation
marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1: Mesa del Rincon Cerveceria & Taproom, LLC	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Mesa del Rincon Cerveceria & Taproom, LLC

Premises street address (The physical location of the business and where the liquor license will be posted):

5137 River Rd. N

City: Keizer	Zip Code: 97303	County: Marion
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Business phone number: 503-689-4417	Business email: mmendozamedina14@gmail.com
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Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]):

5137 River Rd. N

City: Keizer	State: OR	Zip Code: 97303
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Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No	Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No
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APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Moises Mendoza Medina

Phone number: 503-689-4417	Email: mmendozamedina14@gmail.com
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LIQUOR LICENSE APPLICATION

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

<u>Moises Mendoza Medina</u>	<u>[Signature]</u>	<u>2/26/2024</u>
Applicant name	signature	Date

_____	_____	_____
Applicant name	Signature	Date

_____	_____	_____
Applicant name	Signature	Date

_____	_____	_____
Applicant name	Signature	Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Bill Lawyer, Public Works Director
Subject: Lockhaven School Zone Expansion

Proposed Motion

No action recommended.

I. Summary

Consultant's report and recommendation on expanding the existing school zone on Lockhaven Drive N to include McNary High School have been prepared for Council's consideration.

II. Background

- A. At the December 4th, 2023, City Council meeting staff was directed to evaluate the possibility of expanding the existing school speed zone on Lockhaven to include the McNary High School property.
- B. Staff hired DKS & Associates to study the area and DKS prepared a recommendation for City Council consideration.

III. Current Situation

- A. Scott Mansur with DKS & Associates will present the study with a recommendation and answer questions from the City Council.

IV. Analysis

- A. **Strategic Impact** - N/A
- B. **Financial** - N/A
- C. **Timing** - N/A
- D. **Policy/Legal** - City Council approval is needed to expand the School Speed Zone if it is desired.

V. Alternatives

- A. Expand the school speed zone.
- B. Do nothing.

VI. Recommendation

Staff recommends the City Council follow the engineer's recommendation to not expand the school zone on Lockhaven Drive.

Attachments

1. DOC_CC_McNary High School Speed Zone_04 01 2024

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

SCHOOL SPEED ZONE EVALUATION

DATE: February 22, 2024

TO: Bill Lawyer | City of Keizer

FROM: Scott Mansur P.E., PTOE, RSP₁ | DKS Associates
Jenna Bogert, P.E. | DKS Associates

SUBJECT: McNary High School Speed Zone Evaluation

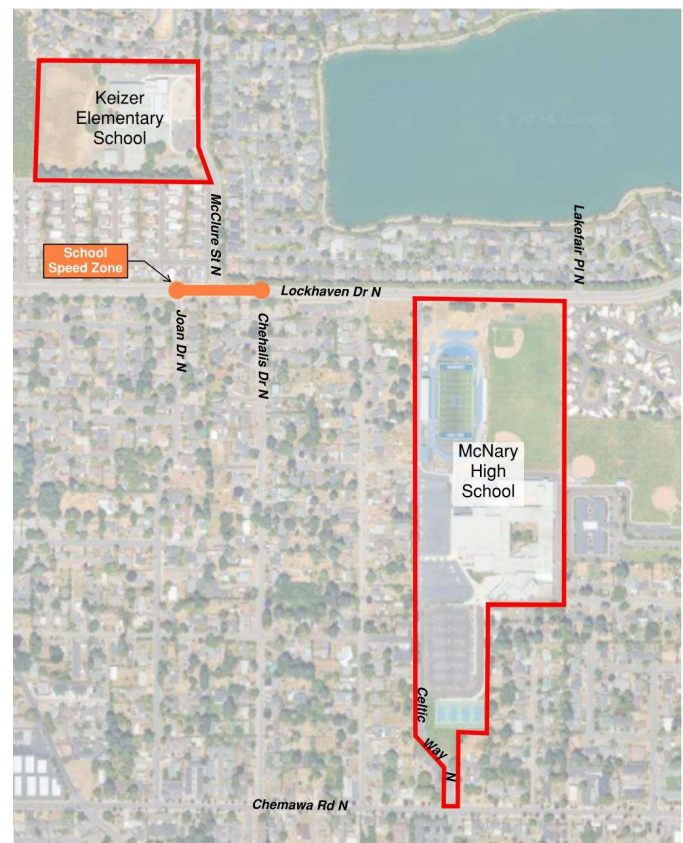
Project #24108-000

INTRODUCTION

The purpose of this memorandum is to evaluate guidance on the expansion of the existing school speed zone on Lockhaven Drive N adjacent to the McNary High School frontage.

LOCKHAVEN DR N/MCCLURE ST N IMPROVED PEDESTRIAN CROSSING

On December 4, 2023, DKS presented a recommendation to the Keizer City Council to install a rectangular rapid flashing beacon (RRFB) at the Lockhaven Dr N/McClure St N intersection with ADA ramps, supplemental lighting, associated signage, and pavement markings. While the City Council passed a motion to follow the DKS recommendation to install the RRFB and associated improvements, a desire was expressed for an additional evaluation related to expanding the existing 20-mph school speed zone to include both Keizer Elementary School and McNary High School. McNary High School has property frontage along Lockhaven Drive N as well as Chemawa Road N as shown in Figure 1.



**FIGURE 1: KEIZER ELEMENTARY SCHOOL AND
MCNARY HIGH SCHOOL**

COLLISION HISTORY

Based on the last five years of available crash data (2017 – 2021), there have been a total of 6 crashes on Lockhaven Drive between Newberg Drive and Lakefair Place (general frontage of McNary High School). All but one of the crashes were rear-end crashes. The other crash involved a pedestrian at the intersection of Newberg Drive and resulted in a serious injury. None of these crashes were speed related.

SCHOOL SPEED ZONE GUIDANCE

A school speed zone is a section of roadway adjacent to a school or a school crosswalk where signs designating school activity are present and the posted speed is typically reduced to 20 mph in these areas during certain times of the day. Based on the Oregon Guide to School Area Safety¹, the school speed zone typically starts and ends 200 feet minimum from the edge of the school property or a school crosswalk not adjacent to the school property.

The existing Keizer Elementary School speed zone extends approximately 200 feet to either side of the Lockhaven Ave N/McClure St N intersection, which is a designated school crossing. Keizer City Council requested additional information related to expanding the school speed zone for Keizer Elementary approximately 1,500 feet farther to the east. Doing so would capture the entire northern frontage of the McNary High School campus.

Additionally, the Oregon Guide to School Area Safety² encourages school speed zones near elementary and middle schools. School speed zones require further justification for high schools. An engineering study should establish the need for a school speed zone in either case.

SPEED ZONES AT OTHER SALEM-KEIZER SCHOOL DISTRICT HIGH SCHOOLS

Historically, school speed zones in Oregon have primarily been installed for elementary and middle schools as encouraged in the Oregon Guide to School Area Safety. To determine the reasonableness of extending the existing Lockhaven Dr N school speed zone to include McNary High School frontage, DKS looked at school speed zone conditions at the six other high schools in the Salem-Keizer School District. Those results are in Table 1.

¹ A Guide to School Area Safety, Oregon Department of Transportation, January 2017.

² A Guide to School Area Safety, Oregon Department of Transportation, January 2017.

TABLE 1: SCHOOL SPEED ZONE CONDITIONS AT SKSD HIGH SCHOOLS

	NEIGHBORING ELEMENTARY OR MIDDLE SCHOOL	SPEED ZONE ALONG HIGH SCHOOL FRONTAGE?	NOTES
MCNARY HIGH SCHOOL	Keizer Elementary School	No	-
MCKAY HIGH SCHOOL	None	No	-
NORTH SALEM HIGH SCHOOL	Parrish Middle School	Yes – 700’ on D St N from 14 th St to 200 feet west of Capitol St	The school speed zone covers the adjacent frontage of both Parrish Middle School and North Salem High School.
SOUTH SALEM HIGH SCHOOL	None	Yes – 1100’ on Howard St SE from Church Street SE to Davidson St SE	The school speed zone was deactivated (overhead flashers) when Howard Street Charter School (6 th through 8 th Grade students) was relocated to a different location in 2020.
SPRAGUE HIGH SCHOOL	Schirle Elementary School	No	-
WEST SALEM HIGH SCHOOL	Chapman Hill Elementary School	No	-

Based on the summary of high schools in the table above, only one high school in the school district has an active school speed zone along the frontage (North Salem High School). The school speed zone is there due to the presence of Parrish Middle School, which is directly adjacent to the high school boundary.

RECOMMENDATION

As previously discussed, Salem-Keizer area high schools do not currently have school speed zones designated, with the sole exception of North Salem High School, which is directly adjacent to the Parrish Middle School campus. Additionally, the crash history showed there have been no vehicle collisions related to speeding on Lockhaven Drive along the high school’s frontage in recent years. Because there is not a history of speed-related crashes in the area, DKS recommends that the City maintain the current 20-mph school speed zone on Lockhaven Drive N as it exists between Joan Drive N and Chehalis Dr N which is established for Keizer Elementary School.

Additionally, a significant expansion of the existing school speed zone may result in overall reduced compliance in the area adjacent to the Keizer Elementary school crossing of Lockhaven Drive.



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

Proposed Motion

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

I. Summary

As outlined in City of Keizer Ordinance 93-257, Neighborhood Associations shall make an annual report to the City Council near the anniversary date of their recognition. The report may be made in writing or presented orally. The report shall contain a record of all meetings, summary of all issues dealt with during the year, summary of special activities outside of the meetings, and a report of all efforts to solicit the participation and input from the members of the Associations. If the Council finds the Association has continued to meet the expectations and responsibilities of a neighborhood association, the Council by motion shall extend recognition for an additional year.

The Greater Northeast Keizer Neighborhood Association was first recognized in May 2022. Tammy Kunz, President of the Greater Northeast Keizer Neighborhood Association will present her report to the City Council.

II. Background

- A. The Greater Northeast Keizer Neighborhood Association was first recognized in May 2022.
- B. This is the second time Greater Northeast Keizer has submitted an annual report.

III. Current Situation

- A. The Greater Northeast Keizer Neighborhood Association annual report will be presented to the City Council by President Tammy Kunz.

IV. Analysis

- A. **Strategic Impact** - Neighborhood Associations are an important part of the involvement of the citizens in Keizer City government.
- B. **Financial** - The Greater Northeast Keizer Neighborhood Association is provided funding through the City budget process.
- C. **Timing** - Extending recognition for an additional year will allow Greater Northeast Keizer Neighborhood Association to continue their mission.
- D. **Policy/Legal** - The presenting of this report confirms the Greater Northeast Keizer Neighborhood Association is meeting the guidelines set forth in the Ordinance.

V. Alternatives

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

VI. Recommendation

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

Attachments

- 1. REP_CC_GNEKNA Annual Report_4 1 2024
- 2. Greater NorDOC_Greater Northeast Keizer Neighborhood Association Goals and Project Evaluations_4 01 2024

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

GNEKNA

(Greater Northeast Keizer Neighborhood Association)

2024 Annual Report

**Greater Northeast Keizer Neighborhood Association
2001 Kennedy Cir. NE
Keizer Oregon 97303
Phone 503-991-1671
Phone 971-701- 3008
Email; nekna2022@gmail.com
Email; t_kunz@yahoo.com
Website; <https://northeast-keizer-neighborhood-associations-site.yolasite.com/>**

**Presented By; Tammy Kunz(President)
Jacqueline Green (Vice President)**



Mission Statement

The purpose of the Association shall be to promote, coordinate, implement, and advise on all aspects of planning for the City of Keizer or any other planning or advisory bodies.

Other aspects of our mission are to promote programs, services, and activities aimed to encourage connections among our neighbors and families within our community.

Foster civic engagement and education by providing information about the community and civic issues. We have done that by creating a bi-monthly newsletter, facilitating the discussion on these issues in a number of ways by using the internet tools at our disposal; such as Facebook, next door and email list as a way of communicating information.

Solicit input from members in the community about items that affect them.

Work to protect public spaces.

Address safety concerns and public nuisance concerns of members in our community.

Act as a vehicle to communicate the concerns of members and advocate for the best interest of their best interest to the Keizer City Council and other Boards and Committees; as well as to other government agencies both state and local as needed.

Work to improve the quality of life for those who live, work and play within the Greater Northeast Keizer Neighborhood Association.

The Greater Northeast Keizer Neighborhood Association stated out as Northeast Keizer neighborhood Association in May of 2023. Which under the Neighborhood Association Ordinance no.93-257 shall make an annual report. In Honor of this we became Greater

Northeast Keizer Neighborhood Association in Dec of 2022 by extending our boundaries.
(Map included)

Monthly meeting brief

September 2022 meeting

March 2023 Meeting

In this meeting we started off looking at the online setting to see if we had a good digital foot print. Tammy shared she had a good result from online media with Next-door, Facebook, Twitter, Some have even sent emails for more information she has met some for coffee and gone out of her to get the word out. We have good following on Facebook and next-door seems to be taking off we have been the most looked at sight for 3 months in grown at 89 percent. Twitter does not seem to be growing at this point but Tammy is willing to still post on there just to see what happens. We have a snap chat but haven't used it much.

Working on looking at if we want to do monthly meeting or moving to bi-monthly or in person as we still do an online meeting as we have really good attendance in this setting. The census is we will continue to do a monthly online meeting for those who need this and to be able to keep those families involved.

- Crime Reduction Committee (Tammy and Jacqueline)
- Welcoming Committee (Beverly;And Liz)
- Neighborhood Events Committee / Event planner
- Government Liaisons (Tammy Kunz; Jacqueline Green)
- Business Liaisons
- Youth Involvement Committee (to take on matters that are important to them)

These are items we have looked at to add in to our members as a way of growing the Association as well. These are suggestions from people who have attended our meetings. We have 2 people looking at care facilities to see is they can come and talk for a bit in a community room setting to see what those needs are and depending on how this goes we have 2 ladies from a retirement community that would love to share those thoughts and ideas back and forth.

We are looking to add a by-monthly Newsletter this means we will be increasing the newsletter's to 6 instead of 4 per year. This is something people asked for as well and they would like us to continue adding the information from parks, Planning, budget, Arts, Traffic Safety/Bikeways and Peds and City Council as well as others The Association may attend. Other feedback was more information posted on line with reminders for us families who have kids and are always busy.

April 2023 meeting

Thursday, April 6, 2023; special candidate forum with other Associations. For school board seats, Fire Chief Director, Chemeketa Director seat. Serving zones 3, 2 4, 5 and 6

Agenda:

7:00 - 7:30 p.m. Arrive, snacks, beverages, and time to mingle

7:30 - 8:30 p.m. We'll have the candidates for the different offices up on the dais for 3 sessions (ie: Keizer Fire District Director Candidates, then Chemeketa Community College Directors, then Salem-Keizer School District Director Candidates)

- April online meeting topics where; Cover open positions and job descriptions and build a strong and larger board of directors. Ideas from the community that came up are as follows;
- Helping neighbors get to know each other by hosting social events
- Addressing a particular issue of the neighborhood
- Making physical improvements such as adopting a park or organizing a neighborhood clean-up
- Assembling a neighborhood crime watch • Collaborating to share opinions with public officials
- In person meeting with Jacqueline, Tammy and Mrs. Reed talked about moving to the online format and hosting meetings on line as we have such good results. Maybe looking at using Zoom through the city to help with keeping the recording for those whom may want to watch later as another way of staying involved.

These have now been added to our brochure to ensure we are doing just that. Jacqueline and Tammy are involved in our community and attend most meetings. Tammy part of the most meeting held at the Civic Center in Keizer. Plus, Tammy is part of the CDE committee (Community Engagement Committee) and it taking some DEI trainings online to be sure no one is left behind and every voice can be heard. Tammy Also attends the SKATS meeting online and watches them on YouTube if Tammy is not able to be there. Now, Tammy and Jacqueline are part of the Steering Committee meeting for MTSAP. This is to help create a safety plan for the community and works with the SKATS. For more information on this the website is included; mwvcog@mwvcog.org . Tammy Kunz also watches the Salem Commissioner meeting for Marion County every week and the school board meetings. As well as many other just to stay informed and bring us information we need to know.

May 2023

In may we developed a goal for the next 3 years. We also looked at the roles in the bylaws to be sure changes did not need to be made. Tammy was voted back in As president of the GNEKNA, Shawn C Joined the Board, We added 2 back up people to take notes at meetings as Antonio works 2 jobs and never knows if he is available. May 3rd meeting and notes were done By Jacqueline Green our VP as Covid struck again.

Greater Northeast Keizer Neighborhood Association has set goals for the next 3 years. They are as follows: We have our 2 to 4 year plan in process for development; GOALS

1. Traffic control issues
2. Neighborhood mediation
3. Property improvement for parks and community gathering
4. Creating community dinners every other month (pot lucks at the park)
5. Community Health Fair
6. Community Cafe's
7. Wednesday parties at the park (2 summer)(day may change)
8. Designing some areas that meet the new climate friendly equitable communities for gather places and this will include food truck and other community events.

Committees to form;

- Beautification Committee (working with planning committee to add a couple of community garden areas through the Northeast Keizer Neighborhood boundaries' and those we may gain later.
- Crime Reduction Committee
- Welcoming Committee
- Neighborhood Events Committee / Event planner
- Government Liaisons (Tammy Kunz; Jacqueline Green)
- Business Liaisons
- Youth Involvement Committee (to take on matters that are important to them)

Greater Northeast Keizer Neighborhood Association Annual budget; 2022 -2023

\$800.00

Was our Previous budget Most out of pocket has not been recovered. The board decided not to continue losing money, so we change things around some.

We started working on updating our information and working on the newsletter. We have a newsletter for May and June as our community wanted us to do this 6 times a year instead of 4.

This is more costly but one of our families works for a print company and is able to do so many copies for free (75) per month.

Tammy and Jacqueline work with other places to donate printed material to help save cost. Tammy has used the Kids to help with signs and we change those every other month. As weather and cardboard don't mix well. But the kids really enjoy playing their role in helping. Tammy and Jacqueline have done amazing at finding way to keep our school ager involved and it has been a really big help. (AJ)

June 2023

Last meeting for the summer this month June 7th meeting was held at the park this month as we did a cook out and had our meeting while our kids played. This was a great change from being stuck inside and not being able to really enjoy our time together as we have school and work. It was nice to just let the kids play, eat hotdogs and hamburger that Tammy and Jacqueline provided, While other brought water and juice for the kids.

We gathered out thoughts and worked on plan for when school starts up. Tammy and Jacqueline agreed to host google meeting if we needed it, which was nice and helped show that they are dedicated to us as a community.

Topics where;
Keizer Station Master Plan D

This matter is before the Council for public hearing to consider an amendment to the Area D Master Plan. The property in question is Keizer Station Area D (Commerce Center) and is located at the Chemawa/Interstate 5 interchange. This amendment will modify the previously approved plan by changing the location and number of buildings and uses, overall parking lot layout, and landscaping features in the area south of Ulali Drive. The original approval provided for a total of eight buildings with a gross leasable area of 87,975 square feet to be developed with a mix of retail, office, and flex-industrial uses. The proposed amendment will reduce the gross leasable area to 72,535 square feet and will include six buildings and a drive through coffee kiosk. Most of the proposed uses will involve eating and drinking uses, along with some retail, a car wash, tire sales, and hotel tenant. No changes are proposed to the northern side of Ulali Drive.

- We looked at the impact it may have since we have Verda Crossing going in as well.
- Tammy shared it just adds more resources to our community for growth with work, depending on what goes in.
- Opportunity for more families to join us and work on growing the Association these Ladies work so hard. (AL)

Tammy and Jacqueline also have Kennedy Neighborhood Family Council which we are part of since our Kids are going to Kennedy Elementary School. Amazing that you have such people who are so willing to serve a community and really they give you all of them. I have watched each meeting I can live and those recording I can only hear are great. I think all meeting should be live and this may help with Engagement as Tammy is always asking how we can engage with you better, She is a dream and has a heart for us. Thank you for letting her serves.

Gloria

July 2023

We met at the park in July for prep to beginning meeting and came up with a project list Tammy and Jacqueline was very open to a day at the park. We enjoyed the water park and had a picnic and touched base on what we can do to get more people involved. We did not keep minutes but I took notes to help them keep track.

- ✓ We talked to the board as most were able to make throughout the day and evening, we will start hosting some online meeting with Zoom and Google, plus use what's app to for another way to communicate and see if this helps.
- ✓ We agreed to do an off the books gathering every other month just to touch base and talk about issues, concerns and whatever we need to. Plus, check in and see how the online meetings are going. (The board wants to be sure it is making a difference)
- ✓ Tammy and Jacqueline did a raffle for 4 gift baskets and then 4 gift cards all out of pocket, I am not supposed to share. What great leadership!
- ✓ Lastly we updated the project ideas for the upcoming year or so.
- ✓ Prep for Keizer Fest

➤ Project Ideas

- The following is a list of possible short- and long-term projects:
- Neighborhood clean-up and distribution of public education on City property codes and solid waste collection do's and don'ts
- Neighborhood entrance signs
- Security lighting
- To add little lending libraries 6 to 10 in the next few years.
- Food barrel placement to help the Keizer food Bank.(City Hall/ Community Center; Keizer Heritage Center; looking at banks and other places)
- Paint / fix up projects (Tagging Support)
- Yard of the month award
- Community beautification – flower planting, tree planting (community garden)
- Block party or festival (1 to 2 per year)

- Neighborhood newsletter, web site, directory, telephone tree (in process)
- Speakers on topics of interest to the neighborhood (working on more)
- Representatives to attend City Council, school board, planning commission meetings, etc.
- Philanthropic projects, such as “adopting” a family who needs help with Christmas dinner, etc.
- Back to school party and school supply drive (blast for end of summer or festival)
- Neighborhood cook-out, picnic, potluck
- National night-out celebration (theme related) back to school safety, education on fire danger;
- Holiday celebration

These are the ideas we all came up with!

Budget Report;

ACTUAL	EST.	PURPOSE	PAID?	DATE
VENDORS				
\$	\$			
\$	\$			
\$	\$			
\$	\$			

GRAPHIC DESIGN				
\$	\$			
\$	\$			
\$	\$			
\$	\$			

MARKETING				
\$62.90	\$	270 copies Flyers/ Brochures/ Newsletters	Yes	11-Oct
\$191.10	\$	Website and storage of docx		14-Mar
	\$			
\$	\$			
\$	\$			
\$	\$			

MISCELLANEOUS				
\$174.98	\$	ink, office and printing	Yes	15-Nov
\$8.16	\$	Printing of planning, information	yes	18-Mar
\$	\$			
\$	\$			
\$	\$			
\$	\$			
\$	\$			
PRINTOUTS & COPIES BY CITY STAFF - Charged to NA Budget Accounts				
\$1.55		5 copies 7/20/23	yes	7/20/2023
\$46.34		198 Copies NTMP	Yes	8/1/2023
\$105.45	\$	455 copies	Yes	31-Aug
\$9.77	\$	39 copies	Yes	31-Aug
\$14.37		59 copies	Yes	9/6/2023
\$19.20		80 copies 9/27/23	Yes	9/27/2023
\$134.32	\$	Printng brochures and newsletters	Yes	20-Oct
\$21.50	\$	90 copies	Yes	7-Nov
\$3.10		10 copies	yes	11/8/2023
\$	\$		Yes	

\$832.64
Actual

Current FY Budget:

\$1,200

\$1,200

Remaining FY Budget on PAID Expenses: \$367.36

WE MEET ON THE 1ST TUESDAY OF EACH MONTH @ 6:30 PM AT THE KEIZER CIVIC CENTER. FOR MORE INFORMATION PLEASE CONTACT US AT; 503-991-1671

We currently have about 325 on our email list and 100 contacts for Facebook and Next-Door is about 125 to 140. These people receive emails and newsletters and minutes from our meetings and anything else that may arise we send out. We have done flyers for those in the community close to

1400 have been handed out or left with homes and families as well as businesses. We still have about the 3000 more homes and businesses to reach out to and gather more support. With the upcoming money we intend on reaching out to community and continuing to provide the same services we do now only more as we grow. These are current numbers from the last Annual reports of 2023.

For this year we have been able to add support which has been a blessing; 2023 to 2024 Annual report

Aug 2023 was moved to Sept 5th 2023

The first meeting was moved to September 5th our new date of the 1st Tuesday to help accommodate the families going to church who could not attend on Wednesday.

- ✓ Meeting online from 1 to 2 pm.(21 attended) We talked about safer routes to school and ways to slow traffic. Tammy and Jacque shared information about maybe starting a flagging program to help provide crossing guards at more points to increase safety. Tammy shared that the traffic/ Bikeways/ Peds is looking into this and will keep us updated.
- ✓ People asked about ways to slow traffic; Tammy asked if street art might help? We have agreed to look at this and see are we can bring this to Keizer by means of Art Association and NA working together. In progress for research. As we will be adding families with Verda Crossings and lack of sidewalks is a problem.

In person meeting ; topics

- Communication support within the community

-
- Cross walks with Kennedy Elementary and placement of flashing beacon
 - Ways to cut back speeding (Claggett, within small blocks in the community)
 - Cover Safe route to school

Collaboration with KNFC

Kennedy Neighborhood Family Council Minutes from Sept 28th 2023

Eduardo shares we have been in existence for 14 months now and shares some of the things we have been able to accomplish; 2 back to school events, 2 community café's within the school for the topics of Trauma informed and Strategies and Power over our Cultural Habits both having more than one day, One in Spanish and one in English. Supporting the after school Summit program, for the school year 2021 to 22 and then for 23 to 24 school years for Kennedy Elementary school.

Going back to Oct; we support Parent club and not have to do the planning and leg work November; Thanksgiving baskets for families and or Staff (November \$1,500 I'm envisioning like a book chocolate candy cane something for every student; Eliza)

December events to be held in January as we did last year to allow more time and planning (\$2500.00 gift; \$1500 purchases from end of Dec 23; adding \$1000.00 for January budget) the total of \$5000.00.

Update; from the summer program; Eliza

Stem/Art projects; Water colors painting, Kindness rocks, Friendship bracelets just to name a couple. Then with the reading program 10 to 20 students per week were able to access books and resources. Service project; Library Beatification project, Wallpaper shelves, Bilingual Painting , Cool down Zone and end of summer treats. We awarded \$300.00 for this and success was achieved!

Tammy and Jacqueline Partner with KNFC as they are both part of this group as well, but got 17 people in the community to come to the schools and help serve food, games were played, Frames done and much more. Way to go ladies!
(AJ)

October 2023

Oct we met twice the 1st meeting was our board meeting and we posted this on our websites, and sent out emails.

10/19/23

The board covered a number of items we started with the lack of interest in in person meetings since we have around 20 to 35 in online meeting. This seems to fit the families and I am sure the cold weather plays a role in this as well. We decided to host meeting online and us google meets, Judy helped to set that up she is out newest member. Judy has 5 kiddos so making time is very hard, she asked if we could do a meeting in the afternoons and Tammy and Jacqueline said they are willing.

So while Tammy had her infusion at Salem Hospital we hosted a meeting from 12:30 to 1:30 to allow families time to pick up kids from school. We heard from 5 people concerns on traffic as renting is opening up at Verda crossing. Bill asked if we could get a crossing guard program together to help with the safety of our kids to and from school. We had 4 people say they would help with this.

Next item was ways to outreach or rebrand the Association to gain more connections with the community. Tammy and Jacqueline shared rebranding may take away from what we have built and to look at doing a different outreach. Meg said flyers add more color, and maybe use food to help bring families in. Potluck every other month, to help gain more support. Tammy is not sure of the paperwork we would have to do with the community center for this. We spent some time going over ideas and ways to meet but also to help meet families were they are. Plus, reminder the holidays are coming, and people get really busy.

We all agreed to use the online forum for right now and build this way as it seems to meet the needs of our community.

2nd meeting Oct 25th 11 am to 11:30 am

We did a check in to see how the online setting worked surprised we had 25 people so it was a huge success and we will do the same for Nov and Dec to see what happen for the busy months. We had 15 attend this meeting and they are good with the online setting and it helps them be involved but not take time from families at night. They also like the different times so kids are still at school and they can still be part of and meet the needs for the families. This meeting was only 30 minutes just to check in and see what people had to say and find out if this was better or worse.

Everyone was happy to do the online setting, the only feedback was format and finding one that we could use all the time and stick to that. Google meets was one everyone like and Tammy asked if we could use this for the next couple of meeting and then see what we think.

Jacqueline asked if we could take notes of things we would like to see happen and topics to cover, we all agreed the new Verda crossing was high on the list and lack of sidewalks for our kids.

We also shared our concern that city council may not like the online setting and have to go to in person meeting and what that would look like as most of us could not come out in the evening do to sports, band, and other school activities. This setting allows us to be part of what is going on and allow Tammy and Jacqueline to share what happen in the meetings at City Hall. Tammy understood the concerns and shared we can use this format as long as we take minutes and inform the community. But she will look at this more.

Meeting adjourned at 1130am (AJ) Alice J

Greater Northeast Keizer Neighborhood Association; Meeting Agenda

Date: November 7th, 2023 Time: 600 pm Location: Keizer Civic Center

Topic 1: Introductions

1. Adding to the board of directors

Topic 2: Looking for folks to be involved and support of the community

2. Cover what we want this to look like to meet the needs in the community.

Community Café (Cafés should always start with a purpose in mind and be designed to meet that aim and the conversation is always triggered by a powerful question!)

- What do you want to learn more about? What are some of the interest you have?
- Concerns for home and families that we can put together community conversations

Topics we have been asked to cover so far;

Cell phone care with teens and Trauma support for Kids who are bullied

Notes and Action Items:

- Cross walks with Kennedy Elementary and placement of flashing beacon (looking at the space between May and Dixon)
- Ways to cut back speeding (Claggett, within small blocks in the community)

Reminder! We do not meet in December See you January 2nd at 6 pm

Tammy also did an interview for Keizer Times;

Greater Northeast Keizer Neighborhood Association
503-991-1671
nekna2022@gmail.com / <https://www.facebook.com/neknatkunz/>

Hello,

How / why did I get involved in the Neighborhood Association?

I talked to Carol and asked questions, and Rhonda from West Keizer Neighborhood Association, as well as Colleen/ Bob from Southeast Keizer Neighborhood Association and they shared it a great way to have support for the neighborhood. We have some issues to deal with and I decided to take this on.

The Neighborhood Association primary contact is a volunteer that a recognized Neighborhood Association selects to serve as their primary contact with the City of Keizer. The Neighborhood Association contact serves as the primary communicator between the recognized neighborhood association and the City. Contact information for this individual is available to the public on the City's website and upon request. All City Staff will be notified of the name and contact information for the Neighborhood Association. City Staff will be able to assist the contact to interpret official notices and policies.

Do I consider myself an activist? No, I just advocate for what we need in the community and what I hear from my community. The City will seek to notify the Neighborhood Association contact on matters of neighborhood interest. For example, the Neighborhood Association contact will be notified when: Significant neighborhood projects are being discussed or proposed such as street reconstruction, park development or redevelopment or land use planning.

- A mailing goes out to residents in the neighborhood related to a City matter or public hearing.

The Mayors Proclamation for October; I am part of the Community Diversity Engagement Committee and I asked to do this for the Committee. It's a way for us to share this information within the community and shine a light on things people don't know or understand. I love serving the community this way, as I am not used to being front and center but to help bring awareness to a cause like this warms my heart.

What are 3 issues Greater Northeast Keizer faces? The top 3

1. Northview Terrace is in need of a bathroom for our children to use, while we play at this park, they would like one that is handicap accessible.
2. Sidewalks are vital to achieve safety for our children getting to and from school. I am going to be working with Safe route to schools as well on how we can achieve this. Kennedy Elementary is in need of sidewalks to allow our kids a safe route to school.

3. Verda Lane Project; information comes from attending meetings may be subject to change as the project moves forward. The side walk on the Verda crossing side is almost complete. Cherriots was there on September 1st assessing the bus stops to see what changes need to be made on their side.

Question that have come about; Verda Lane: Dearborn Avenue to Salem Parkway Design Phase; Verda Lane is a route used by both Elementary and Middle/ High school students. We will have the following.

- Construct bicycle lanes.
- Build sidewalks.
- Realign intersections.
- Upgrade drainage- The drainage is being addressed by the road side they added good size drainage and are adding rock and dirt to that area to help hit off the flooding for raining season.

On the scale of 1 to 10 city of Keizer does working with the Neighborhood Association? For the most part the Council / And Keizer are supportive of the Associations and we are currently working on updating Ordinance so that we can be more effective with the work we do in the community. I would rate it at a 9 as we could use more support from all our Keizer folks in Charge.

What is my background? And are you a member of other organizations?

I am a compassionate person, one who cares about the wellbeing of others. I know how to help people find hope or inspiration to overcome obstacles because I had to do it to get this far. I am capable of providing encouragement to those who needs extra help in finding their own inspiration to reach their own goals.

I am confident in my abilities to perform the duties of this position partly because I have been through the mill and acquired my GED, as well as two Associates degrees in Elementary Education and Business Administration. I graduated with Honors in my business degree and am having a Bachelor in Business Administration with a minor in Project Management. I did this while going to school online, even being homeless I was able to do degree program online work and not fall behind. This shows my determination to complete what I start. I love serving the community in any way I am able to. I have attended all the meetings for a while now and have seen how things work. I believe I can make a difference in our community and the committees I serve on. I have been attending other inter-governmental meeting as well as become part of the community in a meaningful way. I take pride in how I interact with my families and those around our City, and State. I have worked very hard to learn from my leader and have become more active with in the community on multiple levels.. I have been worked hard to create Greater Northeast Keizer Neighborhood Association as well as the Neighborhood watch program with our Police department and for Northeast

Keizer as well as all of Keizer. This is for the Kennedy Neighborhood Family Council has been up and running smooth for 18 month, which serves the same School as our Association. I work closely with you and the parents of this community to make this a safer place for our children to grow up in.

The basic ingredients are people who are willing to work together to create change. Planning and structure people who are will to be a leader or hold a leadership position. Neighborhoods are the heart of a city. For many people, the neighborhood they live in is as important as the house they live in. Most neighborhoods have clearly identifiable characteristics: housing types, appearance, neighborliness, and safety. These characteristics affect the value of the houses in the area as well as the desirability of living in the neighborhood. There are both emotional and economic benefits to having friendly, safe, and attractive neighborhoods.

Some of the places I serve are our Community Diversity Engagement Committee; I serve on Community Diversity Engagement Committee 1st Thursday, Community Business & Education Leaders (CBEL) 2 a month, Greater Northeast Keizer Neighborhood Association 1st Tuesday of the month, Keizer United Board, Kennedy Neighborhood Family Council, MTSAP Steering Committee, Keizer Neighborhood Watch meetings and Oregon Department of Emergency Management (CERT).

I attend in person / or online (Zoom) City Council Monday's, Parks meeting, Traffic Safety/ Bikeways / Pedestrians, Planning Committee, Greater Gubser neighborhood Association, West Keizer Neighborhood Association, Salem-Keizer Area Transportation Study (SKATS) Technical Advisory Committee (TAC), Salem-Keizer Area Transportation Study (SKATS) Policy Committee (PC) , Mid-Willamette Valley Area Commission on Transportation (MWACT) and Transportation Improvement Program (TIP). Plus, I try to attend Volunteer Coordinator Committee meetings as much as possible.

This may seem like a lot and it is but it is really important for me to share the information I receive from these meetings with my community, and I use this information for my monthly reports with the Community Diversity Engagement Committee. I use this information with my new letters and to inform our community with the online forums as well.

No, I am not a native Jim Jones and I moved here to take care of his mother and we were blessed with an extra 6 years before we lost her fight to cancer. We have Kids who live all

over the states from Florida to Utah, and several grandkids. We have been together for 22 years this year.

What is the number one thing Keizer needs to make Keizer a better place to live?

Better sidewalks, more connections with people in the community and build more ways to engage within the community. Safer ways to cross streets, better lighting for parks and more ADA parks for those families who need them are some of what can we do to make Keizer safer and better.

Who should be mayor after Cathy Clark? No Clue

Thank you, for you time

Tammy Kunz

I am including her responses as she emailed them in to the paper. (AJ) Hope this is okay to include! Public record with the paper, I just want to share all your hard work.

Minutes; 4 attended in person

Tammy opened the meeting, shared some of the City Council finding and shared CDEC information on ways to engage. Jacqueline shares some of the traffic/bikeway/ Peds information and covered information on joining the board. Tammy and Jacqueline covered was we can impact the flow of traffic and looking into a grant for street Art! Since so few came today people shared more on concerns and asked if we could use the online forum as one mom was missing a school event to be here for support. Bev shared she would love to be part of this process but not at the expense of her family.

Tammy and Jacqueline asked for time to speak with the board and make sure this was an okay way to meet. Dan attended a previous meeting and shared this should be fine but will look into this more. Tammy adjourned the meeting early so families could be with the kids.

Meeting adjourned at 6; 30pm

January 2nd meeting

Cover open positions by looking at the by-laws and job descriptions and talked about Concern; Better connections to Cherriots bus system with people who have disabilities, better ADA access for medical appointments as each stop is not ADA and working with folks makes it harder for caregivers I have shared this before but on Dearborn and Dearborn and Verda needs a better way for the older folks to exit the bus. Is there a way we can add an ADA sidewalk to this corner to make it easier for folks to get on and off the bus?

Keizer last year and we have started planning for this year, was an amazing experience and we spoke with a total of 1,682 people during this event. We spent \$200 in supplies with printing. \$320.00 for the tent and space with Keizer fest, which we started at \$800.00- \$320.00 for the space and tent in Keizer-fest event brings total to \$480.00 and take away printing and supplies. \$480.00 - \$200.00 for printing and supplies Brings our total to \$280.00 is our balance. The board has challenge us to meet and exceed our numbers from last year.

Neighborhood Improvement Survey

Dear Neighbor,

My name is Tammy Kunz. I live at 2001 Kennedy Cir NE Keizer 97303. Several residents of our neighborhood are interested in forming a Neighborhood Watch Program to try to make some improvements in our neighborhood, and we would like to get your ideas on what you thing should be changed or improved in our neighborhood. Would you please take a minute to fill out the Survey at the bottom you could just drop it off at my house if you have time or place it in the mail!

Thanks for your help

Check the following problems you think should be corrected in our neighborhood:

54	Gang Activities	22	Drugs	10	Trash Dumping
97	Graffiti	23	Burglaries	107	Traffic Problems
15	High Weeds	22	Illegal parking	19	Junk Vehicles
54	Fencing Repair	___Other (please list)(423 answers)			

We had a total of 325 responses

Encuesta de mejora del vecindario

Estimado vecino,

Mi nombre es Tammy Kunz. Vivo en 2001 Kennedy Cir NE Keizer 97303. Varios residentes de nuestro vecindario están interesados en formar un Programa de Vigilancia Vecinal para tratar de hacer algunas mejoras en nuestro vecindario, y nos gustaría recibir sus ideas sobre lo que deberían cambiar o mejorar. en nuestro barrio. ¿Podría tomarse un minuto para completar la Encuesta en la parte inferior, puede dejarla en mi casa si tiene tiempo o enviarla por correo?

Gracias por tu ayuda

Marque los siguientes problemas que cree que se deben corregir en nuestro barrio:

___Actividades de pandillas ___Drogas ___Botadero de basura ___Graffiti ___Robos ___Problemas de tráfico
___Hierba alta ___Estacionamiento ilegal ___Vehículos chatarra ___Reparación de cercas
___Otro (por favor enumere)

We had a total of 75 people reply in Spanish their answers are included above.

This was completed in June 2023; July 2023 ; Then we did this in Dec of 2023 and Jan 2024 we wanted to get a complete picture of what families need and think so we can serve them better. (TK)

Greater Northeast Keizer Neighborhood Association

Meeting Agenda Date: Feb 6th 2024 Time: 600 pm Location: Keizer Civic Center

Topic 1: Introductions

- Neighborhood Association question and answers for those who are new.

Topic 2: Looking for folks to be involved and support of the community

1. Adding to the board of directors
2. Cover what we want this to look like to meet the needs in the community.

Community Café (Cafés should always start with a purpose in mind and be designed to meet that aim and the conversation is always triggered by a powerful question!)

- What do you want to learn more about?
- What are some of the interest you have?
- Concerns for home and families that we can put together community conversations

Topics we have been asked to cover so far;

- ✓ Cell phone care with teens
- ✓ Trauma support for Kids who are bullied

Topic 3: Cover some of the meeting and what is covered

1. City Council and meeting within our community
2. Committee meetings
3. Committees We would like to form to get our communities back on track for example

People needed for some of the following;

- Crime Reduction Committee (looking for block captains)
- Welcoming Committee
- Neighborhood Events Committee / Event planner
- Government Liaisons (Tammy Kunz; Jacqueline Green)
- Business Liaisons (Beth)
- Senior Liaison (Beverly)
- Youth Involvement Committee (to take on matters that are important to them)

Notes and Action Items:

- Cross walks with Kennedy Elementary and placement of flashing beacon (looking at the space between May and Dixon)
- Ways to cut back speeding (Claggett, within small blocks in the community)

Meeting on the 5th online forum; from 3pm to 4pm

We had 23 people attend 6 new families to be involved in this meeting. We did a small Q/A in the beginning after introductions.

Tammy led this topic;

A neighborhood association is a group of homeowner, renters, apartment dweller and churches, businesses, Schools and representatives who want to improve their neighborhood. I helped to put this neighborhood association together in order to help improve the condition of my community and those communities around me. We are just a group of people who want to create change in our communities and make it safer for our children and grandchildren and for ourselves.

The basic ingredients are people who are willing to work together to create change. Planning and structure people who are will to be a leader or hold a leadership position. Neighborhoods are the heart of a city. For many people, the neighborhood they live in is as important as the house they live in. Most neighborhoods have clearly identifiable characteristics: housing types, appearance, neighborliness, and safety. These characteristics affect the value of the houses in the area as well as the desirability of living in the neighborhood. There are both emotional and economic benefits to having friendly, safe, and attractive neighborhoods.

Jacqueline led another Q/A for Neighborhood Watch seems like tagging in some of our areas on fences is making a comeback.

The prevention of crime – particularly crime involving residential neighborhoods – is a responsibility that must be shared equally by law enforcement and private citizens. The fact

is, the impact on crime prevention by law enforcement alone is minimal when compared with the power of private citizens working with law enforcement and with each other.

NEIGHBORHOOD WATCH is based on this concept of cooperation, and nationwide statistics prove that it works. When citizens take positive steps to secure their own property and neighbors learn how to report suspicious activity around their homes, burglary and related offenses decrease dramatically.

People seemed to want to know more. Jacqueline Asked if in person meeting would work but a few said they want to stick with the online setting as they can attend during lunch for work, take care of the family needs and beware of the community needs and that they would be involved in done online as it fits with the growing family needs.

Tammy Led this conversation with the families; Adding to the board of directors She has 4 people who would join the board of the online forum stays in place, one mom(Beth says she care for 5 kids and 1 whom has special needs) this is the only way for right now sees how she can add support. One of the other dads is looking to be involved but needs to talk to his wife to see what that would look like, Don expressed interest in the neighborhood watch side to ensure his family and neighbors are safe. Don Said he would also like to build take a book leave book boxes 6 per year, and some for our parks so we can share books at the parks and our neighborhood Association information by making boxes for this information. Don is going to see if his wife would like to join the board.

This was really good conversation with the community and the online setting really seems to fit. I know for me Ashley it works great, I work 2 jobs and have 3 kiddos and they keep me busy, but attending this meeting has become important and I enjoy filling in for taking minutes. But am grateful there are 2 of to do this so if I am unable to for sporting event or another reason Becky is able to do this as well. So from Becky and I thank Tammy and Jacqueline for going over and above what most people would do.

Community Cafés are in works with Kennedy Neighborhood Family Council as we both serve the same school. We do have a trauma informed and having difficult conversions one in English and one is Spanish Thursday 15th to be held at Kennedy Elementary.

Tuesday's Feb 6th meeting at Keizer City Halls 4 in attendance and it was question and answers with the same information provided.

Laura share with Able to bring a friend to the next meeting that we need the support and Tammy and Jacqueline share the need for more involvement and that Jacqueline is working on updating a resource list for our community.

Both meetings had new people and I personally think this is due to Tammy and Jacqueline being able to do the outreach and send emails with the newsletter we now have 350 people on this list, and Facebook we have added 50 new followers in the last month if I did this right to bring us to 300 in total, Next-door we have about 250 followers and I am still learning how to find this information. So, Sorry if this is a bit off.

Thanks Tammy Kunz and Jacqueline Green for all you do to add to our safety and community.

Ashley B
Secretary (part-time)

Inclosing we have added Alice J as Secretary; we want to welcome her to our team she has been an asset. Beverly is a back up, and on our Board information to follow soon. Beth T who is looking at more involvement but attends our online meeting and also helps to set this up. Thanks so much for all the hard work put in. Our average online meeting are 15 to 34 people and they go very well. We have added 5 new block captains to our neighborhood watch group that we have started. We have 1 on Claggett Creek NE, 1 on Bandon, 1 on Noren near the school, 1 on Hasbrook, 1 on Keizer rd. These have been added this past 6 months, we also have others in the community 1 for ridge rd ne, 1 on James and Tammy has the complete list for more information.

We have hosted parties on our block for the special events that go on and take part National night out as well as some holidays. In many ways this group has allowed us to feel safer and join in other community events that adds to our community spirit. We would like to say thanks for allowing these ladies and gents to serve our community.

BEV/ AJ

PS. If we need a different format please don't hold that against our Wonderful leadership this is our first time putting this together. I will have Tammy and Jacqueline add the newsletters to this packet of information and it is an honor to serve.

BEV

Greater Northeast Keizer Neighborhood Association Goals and Project Evaluations

Project	Project Type	Date added	Dated covered / discussed	Status	Accomplish and Weight	Accomplish Comments	Comments
Verda and Chemawa Road NE	Flashing crossing beacon	6/7/2023		Monitor		Ongoing concern for the Community/ Ongoing Speed Study	Brought by the Mayor at City Council 02/15/24
Lockhaven NE Creekside bus stop	Bike stripping east bound at Creek side side	6/16/2023		Monitor	Strong need for bike safety along the side of the road	City of Keizer is looking into the bike stripping process	Bill Lawyer is working with Mayor Clark on how to be most effective
Keizer Road NE/ Verda to Ridge Near Keizer Little League	Heavy traffic/ Pedestrian and bike usage, major point of traffic	11/16/2023		Monitor	Green stripping needed for bikeway safety	Up for conversation with the community in Association meetings/ as sport is arrival	Will look at this in March of 24 Shared Boundary with GGNA on the other side of the road
Library sidewalk at Rickman	Flashing beacon placed July of 23			Speed Study	Project Completed	Construction date July 23 RRFB- Rectangular flashing beacon	Data showed not a speed concern
Claggett Creek NE / 10th/ 10th Chemawa	Speeding concern			Speed Study	Completed project	Speed study showed 85th % EB 26MPH, WB 20.53 MPH	
Dearborn near Claggett Creek Park	Crosswalk needs	We have covered this for the last 6 meeting GNEKNA Oct 2023		No Action		Assessment by Public works(PW) in Oct	Not a defined crosswalk area for placement

Greater Northeast Keizer Neighborhood Association Goals and Project Evaluations

Hidden Creek/ Brook Hollow	Painting project	Completed		Monitor or No other action needed		Paint the curbs Yellow	
Verda at Dearborn Bus stop ADA concerns		Tammy needs to talk to Cheerlots				This is something that needs to be added to the Cheerlots list of actions	Still in the cue for a project
Chemawa NE@ Lucinda	West curve before approaching Lucinda				1 Solar Speed Display	This falls under public work	Nothing in the budget looking at 2024

We are currently updating this with all the proper dates and information.

As we share this please let us know how we can serve you better.

Goals	Accomplishment	Priority level	Comments
Cert Training ; Promote members of GNEKNA to learn and support in case of an emergency	Tammy Kunz and Jacqueline Green under go training	Medium to high	Benefits to all of Keizer , and the GNEKNA
Engagement with SKATS	Tammy Kunz Jacqueline Green	Medium	Benefits the community as a whole
Greater Northeast Keizer Neighborhood Association opportunities to engage with community	Tammy Kunz Jacqueline Green	High	Helps to build mutual connections and meet the community needs as they arise
Work to reduce and identify ways to reduce traffic congestion and make travel safer for families	Tammy Kunz SKATS Meetings and Steering Committee Jacqueline Green SKATS meeting And Keizer Traffic/Bikeways/Peds	High	Tammy and Jacqueline attend as many meeting as possible to keep the GNEKNA informed and Tammy reports to Keizer CDEC(Community Diversity Engagement Committee) The Association also reports to committees as needed.

Greater Northeast Keizer Neighborhood Association Goals and Project Evaluations

Kennedy Elementary Parent club	BEV	Medium	Reports to Tammy and Jacqueline by email of upcoming concern and needs
Work on the NTMP (Neighborhood Traffic Management plan)	Tammy and Jacqueline gathered input from those who attended meeting and gathered information from online forums	high	Ongoing work to be looked at every 6 months to ensure safety
Parks and ADA Access and safety	Tammy and Jacqueline attend all the meetings Gwen is the one who oversees Claggett creek Park	Medium	Tagging concerns and car break ins
Neighborhood Watch program	Tammy Kunz and Jacqueline green head this	High	12 Block Captain through out the community all report to Tammy by email and as problems arise KPD
Collaboration with the Neighborhood Associations	Tammy Kunz works hard on this aspect with the Help of Rhonda WKNA	High	Allows for collaboration from onlgoing project and provides support for those who are in need of that.
Engagement with Community	Tammy Kunz	High	Tammy has been very active in making this her project to ensure our needs are met and help find what people need Tammy Has work hard and hosted meeting at different times to help meet the ongoing needs on the community and maintain involvement
Technology needs	Tammy Kunz	Medium	Tammy has been hosting Google team meetings, zoom meeting and others to help engage more people
Master plan projects	Tammy Kunz	Medium	Helps to identify concern before they

Greater Northeast Keizer Neighborhood Association Goals and Project Evaluations

			arise and educate the community
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To: Mayor Clark and City Council Members

Thru: Adam J. Brown, City Manager

From: Andrew Copeland, Police Chief
Chris Nelson, CID Lieutenant

Subject: LICENSE PLATE READER (LPR) LICENSES AND HARDWARE PURCHASE

Proposed Motion

I move the City Council adopt Resolution R2024-____ Authorizing the City Manager to Purchase License Plate Reader (LPR) Licenses and Hardware.

I. Summary

The Keizer Police Department researched options for purchasing License Plate Reader (LPR) software and hardware. Competitive quotes were obtained from local and national resellers. Brite provided the best pricing at \$65,467.80. The purchase would include five years of upfront camera licensing through Rekor Scout, 16 Axis Q1700-LE cameras with day or night image capability, internal memory storage, mounting hardware, and cable. Installation of the cameras will be done in-house by the City of Keizer and Salem Police Department. No annual or reoccurring costs would be required for the five years.

II. Background

- A. LPR technology assists law enforcement by taking photos of license plates along public roadways and logging a time and location. Alerts can be set up in the database to notify patrol officers in real-time for license plates associated with stolen vehicles, missing and endangered children, missing elderly individuals, suspects involved in violent crimes, and officer safety information. Investigators can also use the database after a crime occurs by searching LPR camera locations near a crime scene for investigative leads.
- B. Keizer Police Department (PD), Salem PD, and Marion County Sheriff's Office (SO) are partnering to operate a joint LPR database using Rekor Scout software to enhance public safety and investigate violent crimes across jurisdictional boundaries. The cameras would be installed on existing traffic signal poles owned by the City of Keizer using power over Ethernet.

III. Current Situation

- A. Officers currently rely on their memory and visual observation for vehicles reported as stolen, missing and endangered children, missing elderly individuals, suspects involved in violent crimes, and officer safety information. The LPR provides a real-time alert and location, so officers can move quickly to help locate individuals in danger and apprehend suspects.
- B. Detectives investigating violent crimes canvass neighborhoods and businesses for video surveillance. The videos are a valuable part of the investigation; however, the quality and technology don't capture license plates. Once a vehicle of interest is identified, the LPR provides detectives with a searchable license plate database near a crime scene.

IV. **Analysis**

- A. **Strategic Impact** - This addresses one of the City Council's short-term goals of implementing a camera system.
- B. **Financial** - The licenses and hardware will be funded from allocated ARPA funds.
- C. **Timing** - Approval at this request will allow the purchase of the licenses and hardware.
- D. **Policy/Legal** - Council must approve this purchase to meet the legal requirements and the policy of the City of Keizer.

V. **Alternatives**

- A. Adopt the attached Resolution.
- B. Take No Action – Officers will continue to rely on their visual observations patrolling, detectives will continue to canvass for video footage of businesses and residents during investigations, and investigators will continue to utilize agency partner LPRs for investigative leads. Additionally, one local neighborhood group and one business in Keizer Station have been using LPR cameras and sharing the information with Keizer PD for investigative leads.

VI. **Recommendation**

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to purchase License Plate Reader (LPR) Licenses and Hardware using ARPA funds.

Attachments

- 1. AXIS Q1700-LE Datasheet
- 2. RES_CC_Res 2023 Purchase of License Plate Reader Software and Hardware_4 1 2024
- 3. BRITE Quote for Keizer PD LPR Project

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

AXIS Q1700-LE License Plate Camera

Dedicated camera for sharp images at high speeds

AXIS Q1700-LE License Plate Camera delivers clear and sharp license plate images from vehicles moving at speeds of up to 130 km/h (81 mph) day and night. Thanks to a built-in license plate capture assistant, the camera is easy to setup and image settings are automatically adjusted to fit speed, installation height and vehicle distance in a specific traffic scene. A robust design ensures reliable operation in extreme weather conditions and in wind forces up to hurricane level. The camera is designed for usage with third-party edge or server-based software to perform license plate recognition and trigger actions.

- > Sharp license plates in HDTV 1080p / 2 MP
- > OptimizedIR range up to 50 m (164 ft)
- > 8x optical zoom
- > Horizontal field of view of 16° - 2.3°
- > Designed for third-party software



AXIS Q1700-LE License Plate Camera

Camera	
Image sensor	1/2.8" progressive scan RGB CMOS
Lens	18–137 mm, F2.9–4.0 Horizontal field of view: 16°–2.3° Vertical field of view: 9.6°–1.3° Installation focus, auto-iris, automatic day/night Thread for 62 mm filters, max filter thickness: 5 mm
Day and night	Automatically removable infrared-cut filter in day mode and infrared-pass filter 720 nm in night mode
Minimum illumination	Color: 0.16 lux at 50 IRE F1.4 B/W: 0.03 lux at 50 IRE F1.4, 0 lux with IR illumination on
Shutter speed	1/66500 s to 1 s
License Plate Capture	
Detection range	Day: 20–100 m (66–328 ft) Night: 20–50 m (66–164 ft) Night detection range up to 100 m (328 ft) with optional accessory AXIS T90D20 IR-LED Illuminator
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LED's with adjustable angle of illumination and intensity. Range of reach 40 m (131 ft) in wide field of view and 50 m (164 ft) in full tele view, or more depending on the scene
Vehicle speed	Up to 130 km/h (81 mph) with optional edge analytics Up to 250 km/h (155 mph) with server based analytics
Coverage	Single lane with optional edge analytics Two lanes with server based analytics
Installation	Mounting height: Up to 10 m (33 ft) Distance from road: Up to 10 m (33 ft) Camera detects tilt and roll angle automatically Built-in licence plate capture assistant optimizes video settings based on mounting height, distance to vehicle, and expected vehicle speed
System on chip (SoC)	
Model	ARTPEC-6
Memory	1024 MB RAM, 512 MB Flash
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles Motion JPEG
Resolution	1920x1080 HDTV 1080p to 160x120 Maximum pixel density with 8x optical zoom: 25 m (82 ft): 1912 px/m 50 m (164 ft): 956 px/m 250 m (820 ft): 191 px/m
Frame rate	With WDR: Up to 25/30 fps (50/60 Hz) in all resolutions Without WDR: Up to 50/60 fps (50/60 Hz) in all resolutions
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Axis Zipstream technology in H.264 Controllable frame rate and bandwidth VBR/ABR/MBR H.264
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: Up to 120 dB depending on scene, defogging, white balance, day/night threshold, exposure mode, exposure zones, compression, mirroring of images, electronic image stabilization, barrel distortion correction, text and image overlay, dynamic text and image overlay, privacy masks Rotation: auto, 0°, 180° Scene profiles: license plate, forensic, vivid, traffic overview
Pan/Tilt/Zoom	8x optical zoom, preset positions
Audio	
Audio streaming	Audio in, simplex Two-way audio via edge-to-edge technology
Audio encoding	AAC-LC 8/16/32/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz, LPCM Configurable bit rate
Audio input/output	Automatic gain control External microphone input, line input, digital input with ring power, balanced microphone, balanced input Network speaker pairing

Network	
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTP/2, HTTPS, TLS, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP®, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf)
System integration	
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T, specification at onvif.org
Event conditions	Analytics, edge storage events MQTT subscribe Supervised external input, virtual inputs through API, shock detection, video motion detection, audio detection, active tampering
Event actions	Pre- and post-alarm video buffering File upload: FTP, SFTP, HTTP, HTTPS, network share and email MQTT publish Notification: email, HTTP, HTTPS, TCP and SNMP trap
Data streaming	Event data
Built-in installation aids	License plate capture assistant, remote zoom, pixel counter, leveling assistant, autorotation
Analytics	
Applications	Included AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard Gatekeeper Supported AXIS License Plate Verifier Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
Cybersecurity	
Edge security	Software: Signed firmware, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 OpenID Authorization Code Flow for centralized ADFS account management, password protection
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2), IEEE 802.1AE (MACsec PSK/EAP-TLS), HTTPS/HSTS, TLS v1.2/v1.3, Network Time Security (NTS), X.509 Certificate PKI, host-based firewall
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity
General	
Casing	IP66- and NEMA 4X-rated, IK10 impact-resistant aluminum enclosure with integrated dehumidifying membrane, IK08 impact-resistant glass front window, weathershield with black anti-glare coating Wind survivability 60 m/s (134 mph) Color: Dark Gray NCS S 5502-B (Weathershield: Black)
Sustainability	PVC free, 5% recycled plastic
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 7.7 W, max 12.95 W 20–28 V DC, typical 7.8 W, max 13.5 W 20–24 V AC, typical 12.4 V A, max 20 V A
Connectors	Shielded RJ45 10BASE-T/100BASE-TX PoE IDC punchdown connector DC Power connector Terminal block for two configurable supervised inputs / digital outputs (12 V DC output, max. load 50 mA) 3.5 mm mic/line in
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LED's with adjustable angle of illumination and intensity. Range of reach

	40 m (131 ft) in wide field of view and 50 m (164 ft) in full tele view, or more depending on the scene		Network NIST SP500-267
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com	Dimensions	Length: 439 mm (17.3 in) ø 147 mm (5.8 in)
Operating conditions	-40 °C to 60 °C (-40 °F to 140 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Humidity 10-100% RH (condensing)	Weight	2.4 kg (5.3 lb)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5-95% RH (non-condensing)	Included accessories	Installation Guide, Windows® decoder 1-user license, connector kit, Resistox® L-key RJ45 patch cable
Approvals	EMC EN 55032 Class A, EN 50121-4, IEC 62236-4, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 32 Class A, KCC KN32 Class A, KN35, EAC Safety IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, EN/IEC 62471, IS 13252 Environment EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66, IEC/EN 62262 IK10 body, IK08 glass, NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9)	Optional accessories	AXIS T90D20 IR-LED Illuminator – for night time capture range at up to 100 m (328 ft) AXIS T8604 Media Converter Switch AXIS T91A47 Pole Mount, AXIS T94P01B Corner Bracket For more accessories, see axis.com
		Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms
		Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
		Warranty	5-year warranty, see axis.com/warranty

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-_____

4
5 AUTHORIZING THE CITY MANAGER TO PURCHASE
6 LICENSE PLATE READER (LPR) LICENSES AND
7 HARDWARE

8
9 WHEREAS, License Plate Reader (LPR) technology assists law enforcement
10 by taking photos of license plates along public roadway;

11 WHEREAS, the Police Department researched options for purchasing LPR
12 software and hardware;

13 WHEREAS, it has been determined that the camera licensing through Rekor
14 Scout and Axis cameras provided by Brite meets the needs of the Police Department;

15 WHEREAS, the City has determined that Brite provided the best pricing at
16 \$65,467.80 that includes five years of upfront camera licensing;

17 WHEREAS, funds available to complete this project are from the American
18 Rescue Plan Act (ARPA);

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Manager or designee is hereby authorized to purchase LPR software and hardware
22 through Brite and are authorized to sign the attached Quote for the purchase in the
23 amount of \$65,467.80.

24 BE IT FURTHER RESOLVED that the purchase shall be from the ARPA fund.
25

1 BE IT FURTHER RESOLVED that the City Manager or designee is authorized
2 to take any and all necessary acts to effectuate the purchase.

3 BE IT FURTHER RESOLVED that the City Manager or designee is authorized
4 to work with Salem Police Department and Marion County Sheriff's Office to install
5 and operate the joint LPR database, equipment and software.

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

8 PASSED this _____ day of _____, 2024.

9

10 SIGNED this _____ day of _____, 2024.

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Mayor

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City Recorder



We have prepared a quote for you

Keizer PD, OR - Rekor licenses and Axis equipment

Quote # LC007740

Version 1

Prepared for:

Keizer Police Department - OR

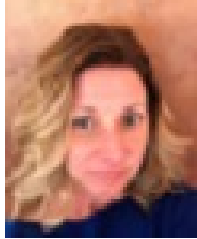
Chris Nelson

NelsonC@keizer.org

Items

Description		Price	Qty	Ext. Price
PSG-SCT-5Y	Rekor Scout Licensing - 5 Years Upfront	\$2,700.00	16	\$43,200.00
Z4-01782001	Axis AXIS Q1700-LE License Plate Camera - 5 year Warranty	\$1,200.00	16	\$19,200.00
Z4-01164001	T91B47 Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410 mm (4"-16"). Includes 1 pair of AXIS Stainless Steel Straps 1450mm (57") with TX30 screw interface for ease-of-installation	\$99.50	16	\$1,592.00
CAT6ASHB-1000	1000FT CAT6A SHIELDED BLUE CABL 23AWG SOLID BARE COPPER	\$615.00	1	\$615.00
SDSQQNR-512G-GN6IA	SanDisk 512GB High Endurance Video microSDXC Card	\$53.80	16	\$860.80
			Subtotal:	\$65,467.80

Keizer PD, OR - Rekor licenses and Axis equipment



Prepared by:

Brite

Lindsey Cooksey
585-869-6037
Fax 585-758-0222
lcooksey@brite.com

Prepared for:

Keizer Police Department - OR

930 Chemawa Rd NE
Kaizer, OR 97303
Chris Nelson
(503) 390-3700
NelsonC@keizer.org

Quote Information:

Quote #: LC007740

Version: 1
Delivery Date: 03/07/2024
Expiration Date: 04/30/2024

Quote Summary

Description	Amount
Items	\$65,467.80
Total:	\$65,467.80

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Keizer Police Department - OR

Signature: _____

Name: Chris Nelson

Date: _____



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Adam Brown, City Manager
Subject: Letter of Intent with Cordelio Power

Proposed Motion

I move that the City Council adopt Resolution R2024____ Authorizing City Manager to Sign Option to Purchase Letter of Intent (Keizer Station Area A).

I. Summary

Staff has been working with Cordelio Power to agree on a Letter of Intent which would set forth the basic tenants of a purchase option for City-Owned Land on County Tax Lot Number 063W250004500.

II. Background

- A. Staff began working with Cordelio Power in 2022 and throughout 2023. A representative from Cordelio Power came to Keizer to tour the property and speak with the staff. Negotiations have been ongoing for the 6.98 acre parcel zoned industrial.
- B. Cordelio Power is a Canadian-based company that develops and operates renewable power across North America. The company is 100% owned by the Canadian Pension Plan Investment Board.
- C. The proposed development is for energy storage for resiliency and sustainability. The location next to the Bonneville Power Station is ideal. A purchase option is desired because of the need to complete the regulatory processes. It is anticipated that a five-year window is needed to complete the environmental procedures needed prior to construction. If the project works out, Cordelio would exercise the purchase option and buy the property to develop the energy storage facility.
- D. In addition to the property in question, access through an easement along city property is necessary throughout the option period and after the purchase.

III. Current Situation

- A. A finalized letter of intent was recently agreed upon by both city staff under the

guidance of the Keizer City Council and Cordelio Power. Cordelio Power has signed the Letter of Intent. The decision is before the City Council to authorize signature for the City of Keizer.

IV. Analysis

- A. **Strategic Impact** - No strategic impact. This will, however, facilitate a financial strategy to remove long-term PERS costs by disposing of city-owned land to go towards a side account to reduce our unfunded accrued liability. This strategy will require further Council action.
- B. **Financial** - The option includes a payment for each year of the option beginning at \$15,000 in year one, \$20,000 in year two, \$25,000 in year three, and so on. If the purchase option is exercised, the price will be \$125,000 per acre. The option payments will not be credited towards the purchase price.
- C. **Timing** - The Letter of Intent states that the Option Purchaser shall negotiate in good faith for the purpose of executing a legally binding obligation agreement within the next 90 days.
- D. **Policy/Legal** - Only the Council has the authority to authorize the signature of the Letter of Intent.

V. Alternatives

- A. Adopt the attached Resolution approving the Letter of Intent. The negotiations can proceed toward a binding agreement.
- B. Take No Action - The project will not move forward.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to sign the Letter of Intent and allow staff to proceed towards a binding agreement.

Attachments

- 1. RES_CC_Reso 2024 Authorizing City Manager Sign Letter of Intent - Cordelio_3 18 2024

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2024-_____
4

5
6 AUTHORIZING CITY MANAGER TO SIGN OPTION TO
7 PURCHASE LETTER OF INTENT (KEIZER STATION AREA A)
8
9

10 WHEREAS, the City received a Letter of Intent from Cordelio PacNW DevCo
11 LLC dated March 7, 2024;

12 WHEREAS, such Letter of Intent sets forth the general terms and conditions
13 upon which the parties may agree to the final terms of an Option to Purchase Agreement
14 to allow Cordelio PacNW DevCo LLC to develop, construct, operate, and maintain a
15 commercial energy storage facility, related transmission systems, and all other
16 equipment, facilities, and related improvements in Keizer Station Master Plan Area A;

17 WHEREAS, Cordelio PacNW DevCo LLC has requested that the City agree and
18 accept the Letter of Intent;

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

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is authorized to sign the Letter of Intent dated March 7, 2024 received from
23 Cordelio PacNW DevCo LLC, a copy of which is attached hereto and by this reference
24 incorporated herein on behalf of the City.
25

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

3 PASSED this _____ day of _____, 2024.

4

5 SIGNED this _____ day of _____, 2024.

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Mayor

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City Recorder



Cordelio PacNW DevCo
c/o Cordelio Power
7000 – 100 King St. West
Toronto, Ontario
M5X 1A9

March 7, 2024

City of Keizer
Attn: Adam Brown (City Manager) & Joseph Lindsay (City Attorney)

RE: Letter of Intent for Option to Purchase Agreement - 6.98 acres within the 10.02-acre parcel further described and depicted in Exhibit A to this of letter (the "Premises").

The purpose of this letter (the "Letter of Intent" or "LOI") is to set forth the terms and conditions under which Cordelio PacNW DevCo LLC ("Option Purchaser") shall negotiate in good faith for the purpose of entering into an Energy Storage Option and Purchase Agreement with the City of Keizer ("Owner") to obtain the right to purchase the Premises for the purposes of developing, constructing, operating, and maintaining a commercial energy storage facility, related transmission systems, and all other equipment, facilities, and related improvements (collectively referred to herein as the "Battery Facilities").

The date by which both Cordelio PacNW DevCo and Owner have executed this Letter of Intent shall be referenced as the "LOI Effective Date."

By this LOI, Option Purchaser and Owner further agree that the following terms are of material importance to the Parties' respective commercial interests and, while not exhaustive, shall be substantially reproduced in any Option and Purchase Agreement to be executed between the Parties.

SUMMARY OF MINIMUM OPTION TERMS

Option Purchaser	Cordelio PacNW DevCo LLC
Owner	City of Keizer
Premises	6.98 acres of land located in Marion County, Oregon as described in Exhibit A, together with an easement as described in this Letter of Intent.
County Parcel ID	519963, 519942, 519937, 519939, and 519940
Proposed Transaction	Option to purchase the Premises, on such terms substantially indicated in this LOI, for the purposes of developing, constructing, operating, and maintaining a commercial energy storage facility, related transmission systems, and all other equipment, facilities, and related improvements.
Option Term	Five (5) years

Option Period Activities	Option Purchaser and its affiliates shall have the right to enter and inspect the Premises and conduct or observe such boundary and topographic surveys, geologic and geotechnical, soil and engineering tests, environmental assessments, and any other inspections and analyses as Lessee may deem necessary at Lessee's sole cost and expense.
Option Payments	\$15,000 during the first year of the Option Term and escalating by \$5,000 each year thereafter; i.e., \$20,000 second year, \$25,000 third year, etc.
Purchase Price	\$125,000/acre. Option Payment paid to Owner shall not be credited against the Purchase Price.
Access Easement	Upon exercise of Option and sale of the Premises, Option Purchaser shall be granted a non-exclusive access easement for ingress to and egress from the Battery Facilities as described in Exhibit A by means of existing roads and lanes, or otherwise by such route or routes as Lessee may construct. The non-exclusive access easement granted to Option Purchaser shall be 50' to support construction and decommissioning activities and otherwise be limited to 30'. Parties agree to identify the specific route for the non-exclusive access easement that is mutually agreeable to both Parties during the Option Term. During the Option Term, Option Purchaser shall be granted access to the Premises as described.
Access Payments	\$750/year, escalating by 2% each year, and paid in annual installments.
Owner Obligations	Definitive documentation to include provisions pertaining to: 1. Exclusivity of Option Purchaser during the Option Term; 2. Owner cooperation in respect to the execution of non-disturbance agreements, subordination agreements, estoppel certificates or any other such documentation reasonable requested by Option Purchaser; and 3. Other customary representations, warranties and covenants related to the quiet enjoyment by Option Purchaser and reasonable cooperation of Owner in respect to the development and financing of a potential commercial energy storage facility.
Public Hearing	Condition to execution of the Option shall include satisfaction of all applicable laws specifically relating to execution of the Option, including such obligations to conduct a public hearing if applicable.
Keizer Station Master Plan	Construction may not begin until a master plan applicable to the Premises is approved. Owner shall be responsible for the master plan application process. Option Purchaser shall reasonably assist Owner in this process.



Non-Binding Effect This LOI, except where expressly provided herein, does not represent an offer by Cordelio PacNW DevCo LLC to purchase lands from the City of Keizer or otherwise participate in any transaction. The Parties intend to enter into a legally binding obligation only pursuant to definitive agreements to be negotiated and executed between the Parties.

Expiration This Letter of Intent shall expire ninety (90) days from the date of the last signature.

If this proposal is acceptable, please execute the enclosed copy of this LOI in the space provided below.

Cordelio PacNW DevCo LLC

City of Keizer

Date: 3/7/24


Name: Daniel J Foley

Title: Innovation Leader

Date: _____

Name:

Title:

Exhibit A: Description of the Purchase Premises and Access Premises**Parcel #1 - Purchase Premises**

That approximately 6.98-acre portion as generally depicted and highlighted in red on the map below.

Parcel #2 - Access Premises

A non-exclusive access easement shall be granted across the Premises as generally depicted and highlighted in yellow on the map below.





To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Joseph Lindsay, City Attorney
Subject: Franchise Agreement and Ordinance with Ziply Fiber Pacific, LLC

Proposed Motion

I move that the City Council adopt Ordinance 2024-___ Establishing a Franchise Agreement with Ziply Fiber Pacific, LLC for the Provision of Telecommunications Services Within the City of Keizer.

I. Summary

At their last regular City Council meeting, the City Council directed staff to return to the next regular meeting with an ordinance to adopt a non-exclusive franchise agreement with Ziply Fiber Pacific, LLC, to operate in the City of Keizer Rights of Way.

II. Background

- A. Ziply Fiber Pacific, LLC currently provides telecommunications services in such nearby locations as Beaverton, Albany, Corvallis, Lebanon, and Springfield. They have approached the City of Keizer, desiring a non-exclusive telecommunications franchise agreement, so they can offer their services and expand their customer base here.
- B. Under Oregon law, cities can control what is allowable in the right of way via franchise agreements. For telecommunications providers, the appropriate franchise is the telecommunications franchise. In the last month, the City and Ziply have negotiated terms for a non-exclusive telecommunications franchise agreement (attached) in line with industry standards and being mindful of creating a precedent that could readily be applied to other potential telecommunications companies, creating a "level playing field." Ziply is agreeing to pay the Oregon statutory maximum telecommunications franchise fee percentage rate of seven percent (7%) of gross revenues. They agree to underground where such underground facilities already exist as well as when redevelopment gives them the opportunity. In line with our electric utility franchises, above-ground facilities will only be allowed where other facilities already exist above ground.
- C. At the March 18, 2024, regular City Council meeting, Jessica Epley from Ziply Fiber

Pacific, LLC presented on her company's desire to expand their services into Keizer.

III. **Current Situation**

- A. Ziplly Fiber Pacific currently does not have a telecommunications franchise agreement with the City of Keizer.

IV. **Analysis**

- A. **Strategic Impact** - No strategic impact.
- B. **Financial** - The City will make seven percent (7%) of the gross revenues that Ziplly Fiber earns utilizing our city right of way. The City currently receives approximately \$25,000 annually from existing telecommunication providers.
- C. **Timing** - Ziplly Fiber cannot move forward with providing services or operating in the City's right-of-way until they have a franchise agreement.
- D. **Policy/Legal** - Having a non-exclusive telecommunications franchise in place allows other telecommunications providers to have their own franchises and sets the bar for what will be the terms of such agreements moving forward. Only the Council can approve franchise agreements.

V. **Alternatives**

- A. Adopt the ordinance authorizing the agreement in its current form.
- B. Amend the terms of the agreement, then direct staff to return with an authorizing ordinance.
- C. Ask staff to provide more information before making any decisions.
- D. Take no action.

VI. **Recommendation**

Staff recommends adopting the ordinance authorizing this particular agreement.

Attachments

1. ORD_CC_Ordinance Establishing Franchise Agreement With Ziplly Fiber Pacific_4 1 2024

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

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A BILL
FOR

ORDINANCE NO.
2024-_____

AN ORDINANCE
ESTABLISHING A FRANCHISE AGREEMENT WITH ZIPLY
FIBER PACIFIC, LLC FOR THE PROVISION OF
TELECOMMUNICATIONS SERVICES WITHIN THE CITY
OF KEIZER

WHEREAS, Ziply Fiber Pacific, LLC desires to enter into a telecommunications
nonexclusive franchise to operate a telecommunication system within the City;

WHEREAS, the City has the authority to regulate the use of the public right-of-
way within the City and to receive compensation for the use of such right-of-way;

WHEREAS, the City and Ziply Fiber Pacific, LLC both desire Ziply Fiber
Pacific, LLC to be able to provide telecommunications service within the City and to
establish the terms by which Ziply Fiber Pacific, LLC shall use and occupy the public
right-of-way;

Now, Therefore, the City of Keizer ordains as follows:

Section 1. The City of Keizer hereby grants to Ziply Fiber Pacific, LLC
("Grantee"), a Franchise Agreement ("Agreement") to use the pbulc rights of way within
the City to provide telecommunications services within the City for an initial term not to
exceed five (5) years. The terms, conditions, and effective date of the franchise are set
forth in the Agreement, attached hereto and by this reference incorporated herein.

1 Section 2. Should any section or portion of this Ordinance be held unlawful or
2 unenforceable by any court of competent jurisdiction, such decision shall apply only to
3 the specific section or portion thereof directly specified in the decision. All other
4 sections or portions of this Ordinance shall remain in full force and effect.

5 Section 3. The City Manager is hereby authorized to enter into that certain
6 Franchise Agreement with Ziply Fiber Pacific, LLC, a copy of which is attached hereto
7 and by this reference incorporated herein.

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

9 PASSED this _____ day of _____, 2024.

10 SIGNED this _____ day of _____, 2024.

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17

Mayor

City Recorder

FRANCHISE AGREEMENT WITH ZIPLY FIBER PACIFIC, LLC
FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES
WITHIN THE CITY OF KEIZER

WHEREAS, Ziplly Fiber Pacific, LLC, hereinafter referred to as "Grantee", seeks to provide telecommunications services within the City of Keizer, Oregon, hereinafter referred to as "City";

WHEREAS, Grantee desires to enter into a telecommunications nonexclusive franchise, and the City has reviewed the matter and has determined that it meets all the necessary requirements of the City;

WHEREAS, the City hereby determines that it is in the public interest to enter into a franchise agreement with Ziplly Fiber Pacific, LLC to operate a telecommunication system pursuant to the terms and conditions contained herein;

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

Section 1. The City intends, by entering into this franchise agreement, to encourage the continued development and operation of telecommunications facilities within the City of Keizer. This Agreement will be known as the Ziplly Fiber Pacific Franchise Agreement. Within this document, it will also be referred to as "this Franchise" or "the Franchise".

Section 2. Grant of Franchise. The City hereby grants to Grantee, a nonexclusive franchise to use the public rights of way within the city to provide telecommunications services, subject to these provisions and incorporating any related ordinance or resolution hereafter enacted or amended. Any future ordinance or resolution relating to telecommunications infrastructure located in the public rights of way, will be incorporated into this Franchise as though it were a part of it, specifically including but not limited to the requirements for compensation, insurance, performance surety, and indemnification.

Section 3. Term. Unless sooner terminated, this Franchise will be in full force and effect for a period of five (5) years commencing on April 2, 2024 and ending April 1, 2029. This Franchise may be extended for one additional term of five (5) years upon the parties' mutual written agreement.

Section 4. Franchise Area. The Grantee is authorized by this Franchise to make reasonable and lawful use of the public rights of way within the boundaries of the city of Keizer or as these boundaries may be extended in the future.

Section 5. Franchise Fee. As consideration for the use of the City's rights of way, Grantee will remit to the City a franchise fee of seven percent (7%) of gross revenues from delivery of services in the city, including Grantee's gross revenues earned in the delivery of services within the corporate limits of the city to parties (including lessees of facilities) who are not the ultimate consumers of those services, but who redistribute services to third parties. Grantee's franchise fee payments to the City will be due quarterly within (30) days following the end of each quarter, defined as the last day of March, June, September and December. Each payment will be

accompanied by a statement as to the manner in which the franchise fee is calculated. The Grantee will provide, and at no cost to the City, any additional reports or information it deems necessary, in its sole discretion, to verify the accuracy of the calculation of the franchise fee by the Grantee. Such information may include, but is not limited to: chart of accounts, total revenues by categories and dates, list of products and services, narrative documenting calculations, details on number of customers within the City limits, or any other information needed for the City to easily verify compliance.

Within thirty (30) days after the termination of this Franchise, compensation will be paid for the period elapsing since the end of the last quarter for which compensation has been paid. In the event any payment due quarterly is not received within thirty (30) days from the end of the preceding quarter, or is underpaid, Grantee will pay in addition to the payment, or sum due, interest at a rate no higher than the current legal interest rate on judgments in the State, calculated from the date the payment was originally due until the date the City receives the payment. Additionally, if any payment becomes ninety (90) days in arrears, a ten (10) percent penalty will be applied. In the event the obligation of Grantee to compensate the City through franchise fee payments is lawfully suspended or eliminated, in whole or part, then Grantee will pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the rights of way for Grantee's use of the rights of way (subject to the other provisions contained in this Franchise).

Section 6. Insurance.

A. Grantee will maintain in full force and effect the following liability insurance policies that protect the Utility Operator and the City, as well as the City's officers, agents, and employees:

- a. Comprehensive general liability insurance with limits not less than:
 - i. Five million dollars (\$5,000,000.) for bodily injury or death to each person;
 - ii. Five million dollars (\$5,000,000) aggregate including collapse, explosions, underground hazards and products completed operations.
- b. Commercial automobile liability insurance for owned, non-owned and hired vehicles with a limit of three million dollars (\$3,000,000) combined single limit.
- c. Worker's compensation within statutory limits and employer's liability with limits of not less than one million dollars (\$1,000,000).
- d. Liability insurance will name as additional insured the City and its officers, agents, and employees. Additional insured coverage will be for both on-going operations and products and completed operations, on forms acceptable to the City. Coverage will be Primary and Non-Contributory. Waiver of Subrogation endorsement, in a form acceptable to the City, will be provided for general liability and worker's compensation. Grantee shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf.
- e. Grantee agrees to defend, indemnify and hold the city and its officers, employees, agents and representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether the acts or omissions are authorized, allowed or prohibited by this code or by a franchise agreement made or entered into pursuant to this agreement.

B. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. The insurance will be without prejudice to coverage otherwise existing. The coverage must apply as to claims between insureds on the policy. The insurance will not be canceled or materially altered without thirty (30) days prior written notice first being given to the City. If the insurance is canceled or materially altered, the Grantee will obtain a replacement policy that complies with the terms of this section and provide the City with a replacement certificate of insurance. The Grantee will maintain continuous uninterrupted coverage, in the terms and amounts required.

C. The Grantee will maintain on file with the City a certificate of insurance and endorsement certifying the coverage required above.

Section 7. Performance Surety.

Upon the effective date of this Agreement, the Licensee will furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in the sum of Thirty Thousand Dollars (\$30,000), conditioned that the Licensee will well and truly observe, fulfill, and being sufficient to assure proper restoration of any street, sidewalk or other surface disturbed by Grantee, their representative or contractor. Licensee will pay all premiums charged for the bond, and will keep the bond in full force and effect at all times throughout the term of the Agreement, including, if necessary, the time required for removal of all of Licensee's Facilities installed in the Public Rights of Way. The Bond may be released on the 5 year anniversary of this agreement at the sole discretion of the City, provided the Grantee has demonstrated the ability to comply with utility construction requirements. The bond will contain a provision that it will not be terminated or otherwise allowed to expire without thirty days prior written notice first being given to the City. The bond will be reviewed and approved as to form by the City Attorney.

City may, in the event of any construction which is likely to be substantially greater than \$30,000, or in the event the City's cost to complete or repair such construction upon Grantee's failure to perform the same would be greater than \$30,000, as reasonably determined by the City, require the amount of the performance bond to be increased. The performance bond is subject to increase each time Grantee applies for permits to perform work within the City. Grantee will provide to City all necessary documentation demonstrating Grantee's cost estimation in a format reasonable acceptable to the City.

Section 8. Sale of subscriber lists prohibited. Except as otherwise expressly permitted by law, the Grantee will not sell, or otherwise make available any list which identifies subscribers by name or address, to any person, agency, or entity, except as needed to maintain current services or implement new services to subscribers in connection with Grantee's services.

Section 9. Construction.

Grantee shall install its Telecommunications Network in accordance with the City's generally applicable aboveground and underground utility facility placement policies in effect at installation. At such time as the City adopts policies and requirements permitting or requiring the underground installation of telecommunications facilities Grantee shall fully comply with such policies and requirements provided they are imposed on all carriers in a competitively neutral and nondiscriminatory manner.

A. Location of Facilities. All facilities located within the public right-of-way shall be constructed, installed and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

1. Whenever all existing electric utilities, cable facilities or telecommunications facilities are located underground within a public right-of-way of the city, grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.

2. Whenever all new or existing electric utilities, cable facilities or telecommunications facilities are located or relocated underground within a public right-of-way of the city, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the city and consistent with applicable state and federal law.

B. Interference with the Public Rights-of-Way. No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public rights-of-way by the city, by the general public or by other persons authorized to use or be present in or upon the public rights-of-way. All use of public rights-of-way shall be consistent with city codes, ordinances and regulations.

C. Relocation or Removal of Facilities. Except in the case of an emergency, within 90 days following written notice from the city a grantee shall, at no expense to grantor, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public rights-of-way whenever the city shall have determined that the removal, relocation, change or alteration is reasonably necessary for:

1. The construction, repairs, maintenance or installation of any city or other public improvement in or upon the public rights-of-way;

2. The operations of the city or other governmental entity in or upon the public rights-of-way; and/or

3. The public interest.

D. Removal of Unauthorized Facilities. Within 30 days following written notice from the city, any grantee, telecommunications provider or other person that owns, controls or maintains any unauthorized telecommunications system, facility or related appurtenances within the public rights-of-way of the city shall, at its own expense, remove the facilities or appurtenances from the public rights-of-way of the city. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

1. One year after the expiration or termination of the grantee's telecommunications franchise;

2. Upon abandonment of a facility within the public rights-of-way of the city. A facility will be considered abandoned when it is deactivated, out of service or not used for its intended and authorized purpose for a period of 90 days or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced;

3. If the system or facility was constructed or installed without the appropriate prior authority at the time of installation; or

4. If the system or facility was constructed or installed at a location not permitted by the grantee's telecommunications franchise or other legally sufficient permit.

E. Coordination of Construction Activities. All grantees are required to make a good-faith effort to cooperate with the city.

1. By January 1 of each year, grantees shall provide the city with a schedule of their proposed construction activities in, around or that may affect the public rights-of-way.

2. If requested by the city, each grantee shall meet with the city annually or as determined by the city, to schedule and coordinate construction in the public rights-of-way. At that time, city will provide available information on plans for local, state and/or federal construction projects.

3. All construction locations, activities and schedules shall be coordinated, as ordered by the City Engineer or designee, to minimize public inconvenience, disruption or damages.

Section 10. Revocation or Termination. The City may, upon sixty (60) days' prior written notice, terminate or revoke the franchise granted pursuant to this Ordinance for any of the following reasons ("Default"):

- a. Violation of any of the material provisions of this Franchise and/or any future controlling ordinance or resolution;
- b. Misrepresentation in the Franchise application or a rights of way construction application;
- c. The Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City.
- d. Failure to pay taxes, compensation, fees or costs due to the City after final determination by the City of the taxes, compensation, fees or costs;
- e. Failure to restore the ROW as required by this Agreement or other applicable State and local laws, ordinances, rules and regulations;
- f. Failure to comply with technical, safety and engineering standards related to Work in the ROW; or
- g. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by State or federal law for the placement, maintenance or operation of the Utility Facilities.

If, within the sixty-day notice period, Grantee cures the Default or commences to cure a Default that cannot reasonably be cured within sixty days of the notice, the notice of Default shall be deemed withdrawn and the Franchise shall not terminate.

Section 11. Abandonment; Removal of Facilities Upon Expiration.

If the Grantee goes out of business or withdraws service from the area and as a consequence refuses to renew the agreement, all rights to the use of the connection media revert to the City who may sell, lease, or otherwise use the connection media at its sole discretion. The connection media shall be left in working order and not be intentionally cut or destroyed. The City may require the media be removed from all poles and underground conduits by the former Franchisee at the franchisee's expense.

Upon expiration of this Agreement, Grantee shall either remove its Facilities in accordance with ORS 221.470(2020) or seek City's written consent to leave its Facilities in place.

Section 12. Franchise Acceptance. Within thirty (30) days of the signing by all parties of this Agreement, Grantee will file with the City certificates of insurance and endorsement, and the bond outlined herein. Failure to fulfill this requirement will nullify and void this Agreement, and any and all rights of Grantee to own or operate a telecommunications facility within the Franchise Area under this Agreement will be of no force or effect.

Section 13. Franchise Nonexclusive. The Franchise hereby granted is not exclusive, and will not be construed as any limitation on the right of the City to grant rights, privileges and authority to other persons or corporations or to itself to make any lawful use of the City's rights of way.

Section 14. Change of Law; Amendment to Franchise.

This Franchise may be amended from time to time to conform to any changes in the controlling federal or state law, or other changes material to this Franchise. Each party agrees to bargain in good faith with the other party concerning such proposed amendments. This Franchise also may be amended by mutual consent of the parties or their successors-in-interest. Any amendments hereto shall be by written instrument executed with the same formalities as this Franchise.

To the extent any lawful City rule, ordinance, or regulation is adopted or amended and is generally imposed on all similarly situated persons or entities, the rule, ordinance, or regulation shall apply without need for amendment of this Franchise. The City shall provide Grantee with notice of any such change in law prior to its adoption.

Section 15. Choice of Law/Venue.

Choice of Law/Venue. The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Marion County, Oregon or for federal matters, the United States District Court for the District of Oregon.

Section 16. Assignments or Transfers of System or Franchise

Ownership or control of a majority interest in a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, by operation of law or otherwise, without the prior consent of the city, which consent shall not be unreasonably withheld or delayed, and then only on reasonable conditions as may be prescribed in the consent.

1. Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.

2. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial and other requisite qualifications to own, hold and operate the telecommunications system pursuant to this code.

3. Unless otherwise provided in a franchise agreement, the grantee shall reimburse the city for all direct and indirect fees, costs and expenses reasonably incurred by the city in considering a request to transfer or assign a telecommunications franchise.

4. Any transfer or assignment of a telecommunications franchise, system or integral part of a system without prior approval of the city under this code or pursuant to a franchise agreement shall be void and is cause for revocation of the franchise.

Ziply Fiber Pacific, LLC

City of Keizer

By: 
GEORGE BAKER THOMSON, JR.
As Its: V.P. Associate General Counsel

By: _____
Adam J. Brown,
As Its: City Manager



To: Mayor Clark and City Council Members
Thru: Adam J. Brown, City Manager
From: Wanda Blaylock, Executive Assistant
Subject: PD Petty Cash Report

Proposed Motion

I move the City Council accept this report of disbursement of certain petty cash funds by the Police Department.

I. Summary

Each year the Police Department is required, by council resolution, to report how funds are spent in aid of the community or as part of undercover investigations.

II. Background

- A. In Fiscal Year 2011-12, through policy revision, the department changed the description of this to Community Assistance Fund to avoid confusion with a specific unit within the department. Also, for greater accountability and tracking, the policy was updated and funds were assigned specifically to individual sergeants instead of being shared between the patrol sergeant vehicles.
- B. Community Response Unit. This unit is currently staffed with a sergeant and two officers.

III. Current Situation

- A. The Community Response Unit did not expend funds during this fiscal year.
- B. The Community Assistance Fund was used in three instances.
 - 7/30/23, \$19.23, lock to secure door in a way an autistic child could not open it
 - 8/7/23, \$41.00, replacement of perishable goods of an arrested person
 - 9/15/23, \$9.00, gas for stranded motorist

IV. Analysis

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

- B. **Financial** - Financial impact was previously budgeted.
- C. **Timing** - The report is to be presented to Council no later than May 1 each year.
- D. **Policy/Legal** - N/A

V. Alternatives

- A. Accept the report.
- B. Take no action.

VI. Recommendation

Staff recommends that the City Council accept the report.

Attachments

None

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



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

Proposed Motion

I move the City Council adopt Resolution R2024-___ Authorizing City Manager to Sign Agreement for Purchase and Installation of Telemetry System Upgrade (FY 23/24).

I. Summary

The Supervisory Control and Data Acquisition (SCADA) system that operates and controls the water system uses radio frequency to communicate from the main control station to each individual pump station. The radio equipment the system uses has become outdated and obsolete.

II. Background

- A. The Water Division of the Public Works Department historically used copper phone lines to communicate from the main control station to each individual pump station. These lines were provided by the phone company at a significant charge to the city.
- B. Staff identified the opportunity to transition from copper wire to radio communication in 2006 and this has proven to be a cost savings for the city but also allows us to be self-sufficient and not have to rely on others to provide a communication medium.
- C. The radio equipment originally installed has become outdated and obsolete.

III. Current Situation

- A. The current radios are experiencing some issues and if they fail, communications will be lost.
- B. The operation of the water system relies on reliable, consistent communications to provide water to the city in the most efficient and effective way.
- C. The improvements were bid, and the low bid came in at \$67,387.

IV. Analysis

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

B. **Financial** - Funding for this project in the amount of \$100,000 was budgeted in the City Council adopted Fiscal Year 23/24 Water Facility Fund budget. The bid came in at \$67,387, far under the budgeted amount.

C. **Timing** - Approval of this project will enable the radios to be replaced prior to the higher water demand season.

D. **Policy/Legal** - City Council approval is required to authorize this work.

V. Alternatives

A. Adopt the attached Resolution authorizing the City Manager to enter into an agreement with Taurus Power and Controls for the amount of \$67,387.00 for the SCADA Radio Upgrade project.

B. Take no action.

VI. Recommendation

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into an agreement with Taurus Power and Controls for the amount of \$67,387.00 for the SCADA Radio Upgrade project.

Attachments

1. RES_CC_Reso Authorizing City Manager to Sign Telemetry Agreement_4 1 2024

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2024-_____

AUTHORIZING CITY MANAGER TO SIGN AGREEMENT FOR
PURCHASE AND INSTALLATION OF TELEMETRY SYSTEM
UPGRADE (FY 23/24)

WHEREAS, the City requires an upgrade to its telemetry system;

WHEREAS, Taurus Power & Controls, Inc. is qualified on the basis of
specialized experience and technical competence to provide the services;

WHEREAS, Taurus Power & Controls, Inc. desires to complete the project for
\$67,387.00;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to sign the attached agreement with Taurus Power & Controls,
Inc. for the purchase and installation of the telemetry system upgrade (FY 23/24) in the
amount of \$67,387.00.

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

PASSED this _____ day of _____, 2024.

SIGNED this _____ day of _____, 2024.

Mayor

City Recorder

AGREEMENT BETWEEN CITY OF KEIZER
AND
TAURUS POWER & CONTROLS, INC. FOR
UPGRADE OF TELEMETRY SYSTEM
(2024)

DATE: MARCH 25, 2024

PARTIES: CITY OF KEIZER, an Oregon (hereinafter "City")
Municipal corporation
Attn: Bill Lawyer
PO Box 21000
Keizer, OR 97307

TAURUS POWER & CONTROLS, INC. (hereinafter "Consultant")
9999 W Avery St.
Tualatin, OR 97062

RECITALS:

A. City requires an upgrade to its telemetry system, hereinafter referred to as the "Project" and as more fully described in this Agreement.

B. Consultant is qualified on the basis of specialized experience and technical competence and is prepared to provide the services in connection with this Project.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. TERM OF AGREEMENT. This Agreement shall cover services rendered from April 2, 2024 through June 28, 2024.

2. CONSULTANT'S SERVICES. Consultant agrees to provide services described in Exhibit "A" (Request for Quote), which is attached hereto and incorporated by reference into this Agreement. Should any of these documents be inconsistent or in conflict, the documents shall control in the following order: this Agreement and the Request for Quote.

3. COMPENSATION. Consultant's compensation shall be as follows:
Consultant's compensation for the services (materials and labor) described under this Agreement shall not exceed Sixty-Seven Thousand, Three Hundred Eighty Seven and no/100 (\$67,387.00), unless the parties agree in writing to a change in scope and/or compensation.

4. **PAYMENT TERMS.** Payment for services shall be made following completion of services performed and within 30 days of receipt of invoice.

5. **INDEPENDENT CONTRACTOR.** It is agreed to that Consultant shall act and be an independent contractor and not an employee of the City, and shall obtain no rights to any employee benefits, which accrue, to City's employees. It is understood that City does not agree to use Consultant exclusively. It is further understood that Consultant is free to contract for similar services to be performed for other persons while he is under contract with City.

6. **ASSIGNMENTS.** Neither the City nor Consultant shall assign this Agreement without the written consent of the other.

7. **CHANGES TO AGREEMENT.** Except as provided herein, this Agreement may be modified only by a written agreement executed by City and Consultant.

8. **INSURANCE REQUIREMENTS.** During the term of this Agreement, Consultant shall maintain, at a minimum, the following insurance:

- a. **General Liability.** Consultant shall maintain commercial general liability insurance in the amount of \$2,000,000 per occurrence/\$4,000,000 annual aggregate, which protects it from claims for personal injury, bodily injury and property damage.
- b. **Automobile Liability.** Consultant shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$2,000,000 per occurrence which protects Consultant from claims for bodily injury and property damage.
- c. **Workers' Compensation Insurance.** Prior to commencing services, and on an annual basis thereafter, Consultant shall, if requested, provide City with certificates of insurance attesting to existence of the insurance coverage required by this Agreement.
- d. **The General Liability and Automobile Liability Certificates shall be endorsed to name the City of Keizer, its officers, agents, contractors, and employees as additional insured. Such certificates and additionally named insured endorsements shall be delivered to City within 10 days of Consultant's signing of this Agreement. Such certificates shall provide that no coverage shall be cancelled without 30 days written notice to City except 10 days notice for non-payment of premium. In the event Consultant does not obtain or maintain the coverage required by this Agreement, City may, at its option, terminate this Agreement.**

9. **OWNERSHIP OF WORK PRODUCT.** Upon payment of all fees and expenses, all instruments of professional services prepared by Consultant on this project,

including but not limited to, drawings and specifications, if any, are the property of the City.

10. **SAFETY MEASURES.** Consultant understands and agrees that Consultant, and Consultant's employees will comply with all OSHA regulations applicable to the work being performed, and with all state and federal requirements, including but not limited to, ADA, Civil Rights Act, and EEO requirements.

11. **LIENS.** Consultant shall not permit any lien or claim to be filed or prosecuted against City in connection with this Agreement and agrees to assume responsibility should such lien or claim be filed. If at any time there shall be evidence of any lien or claim for which City might become liable and which is chargeable to the Consultant, City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to provide complete indemnification against such lien or claim. In the event City has already paid to Consultant all sums due under this Agreement, Consultant shall be liable to City for any loss so sustained.

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

13. **MEDIATION.** City and Consultant agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

14. **SEVERABILITY.** In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

15. **CITY RESPONSIBILITIES.** City agrees to provide Consultant with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Consultant in order to provide its professional services. Consultant may rely on the accuracy and completeness of these items. City agrees to provide such items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Consultant's services.

16. **GOVERNING LAW.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon.

17. **STANDARD OF CARE.** Consultant shall provide its services in accordance with generally accepted standards of its profession.

18. **CONFIDENTIALITY.** Consultant shall maintain confidentiality of any private confidential information and any public information exempt from disclosure under state or federal law to which the Consultant may have access by reason of this Agreement. Consultant warrants that its employees assigned to work on services provided in this Agreement shall maintain confidentiality. All terms with respect to confidentiality shall survive the termination or expiration of this Agreement.

19. **SCHEDULE.** Consultant's services shall be performed as expeditiously as is consistent with professional skill and care, however all work shall be completed on or before June 28, 2024.

20. **TERMINATION.** For purposes of the Project, City may terminate this Agreement with seven days' written notice if Consultant is not diligently pursuing work on the Project. Consultant may terminate this Agreement with seven days' written notice only if City has not provided access to the facilities or otherwise not cooperated with Consultant.

21. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between City and Consultant and supercedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

22. **NOTICES.** All notices hereunder shall be given in writing and mailed postage prepaid, addressed to the parties as set forth above or such other address as either party may provide to the other by notice given in accordance with this provision.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CONSULTANT:

CITY OF KEIZER

TAURUS POWER & CONTROLS, INC.

By: _____

Adam J. Brown,
City Manager

By: _____

ROB BULFINCH
VICE PRESIDENT

Dated: _____

Dated: 03/25/2024

APPROVED AS TO FORM:

Keizer City Attorney

TAURUS

POWER & CONTROLS, INC.

Proposal #24-6862

February 21, 2024

Subj: City of Keizer Radio Upgrades-Rev.2

Attn: Pat Taylor-City of Keizer



Taurus MBE/DBE #'s:

Washington- M4M0025991/D4M0025991

Oregon- COBID #11873

OBSOLETE SCADA RADIO UPGRADES

Taurus Power and Controls, a full-service MBE/DBE control system integration firm, is pleased to present the following proposal:

TOTAL MATERIAL & LABOR

\$ 67,387.00

SCOPE OF SUPPLY

Provide engineering, design, materials, and labor to build the following control system and supply instrument components.

- **Retrofit Overview:**

- Create and coordinate site replacement strategy and down time with owner
- Procure all 18 radios required for sites, reuse existing antennas
- Setup, program, and test communications of all radios before deployment
- Verify entire system is operational and communicating properly.

- **Retrofit Details:**

- Radio Preset up 18 radios bench test and setup:
 - Unpack radio: Clip to test bench: Attach to antenna: Connect Power.
 - Set up IP addressing in the radios
 - Set up the Serial Port and address in the radio
 - Verify communications between radios
 - Master Radio set at Corp Yard.
 - This will allow the system to respond immediately

24 Hr. Emergency Service 1-800-755-7694

TaurusPower.com



- Physical Installation:
 - Din Rail and install
 - Connect to PLC
 - We should be able to use the existing serial cable
 - Add ethernet cable at each site
 - Verify RSSI between sites
- Provided that all radios can see the elevated storage tank: (Requires man lift capable of reaching the top on the Reitz Tank 40 ft.)
 - Setup Elevated Storage Tank as the access point
 - Re-point antennas at the Elevated Storage Tank:
 - Carlhaven West: Will need to re-direct
 - Carlhaven East: Will need to re-direct
 - Burnside: Probably doesn't need to move
 - Keizer Station: Will need to re-direct
 - Cherry: Will need to re-direct
 - Willamette: Will need to re-direct
 - Weissner: Will need to re-direct
 - Delta: Will need to re-direct
 - Mc Nary: Probably doesn't need to move
 - Corp Yard: Doesn't need to move.
 - Not Used N/A
 - 17 Ave: Will need to re-direct
 - Not Used N/A
 - Meadows: Will need to re-direct
 - Ridge: Will need to re-direct
 - Reitz: Will need to re-direct
 - City Hall: Will need to re-direct
 - Elevated Reservoir: Probably doesn't need to move
 - Lacey Court: Probably doesn't need to move

STANDARD TAURUS INCLUSIONS

Included in our pricing above is Taurus' typical labor as outlined below:

- I&C Project Management
- Detailed Design:
 - Full integration of Taurus supplied equipment
 - Coordination with existing equipment
- Procurement of supply following Submittal Approval
- Panel modifications for new radios
- Programming
 - PLC reconfiguration as required
 - SCADA HMI as required for retrofit
- FAT: Factory Authorization Testing: QA/QC & factory testing of new radios
- Schedule, prepare, package and ship items
- Onsite Responsibilities

24 Hr. Emergency Service 1-800-755-7694
TaurusPower.com



- ORT: Operational Readiness Testing
 - Field Panel testing with new radios
 - Start-up/Commissioning of new radio system
 - Installation of new antenna system
- Operation & Maintenance Manuals

EXCLUSIONS (standard exclusions unless specifically noted otherwise in this proposal)

- Bonding, taxes, or subcontract administration costs
- Credit Card payment (service available for additional fee)
- Utility &/or PUD Charges or fees. Any required permits
- Installation
- UL listing of modified panels
- Civil or mechanical work
- Seismic calculations
- Instruments/Components not specifically listed in this proposal
- FCC Licensing
- Antennas

EXPENSES

If additional work is required beyond the project description above, or any services are performed outside of our project scope of supply, or Taurus must return to site due to no-fault of Taurus, this work will be billed on a time and materials basis at the applicable rate from Taurus Power and Controls' current rate sheet. Incidental expenses such as meals, lodging, commercial travel, etc., will be billed at cost plus 15%. Mileage will be billed at \$.90 per mile. Travel time and mileage will be billed portal to portal from Taurus' office. Taurus requires a two-week advanced notice for our requested onsite services and a signed Onsite Field Authorization Certification (OFAC) form confirming all pre-startup checklist items are complete.

TERMS AND CONDITIONS

Payment terms: As per a schedule of values. This proposal is valid for a period of thirty (30) days from the date of the presentation. Standard delivery is dependent on part delivery lead times once the purchase order is received. Please note that supply chain issues out of Taurus' control may cause a delay. Delivery is tailgate to the jobsite. Expediting charges are not included in the above pricing. Taurus is providing this proposal as a supplier, not as a subcontractor. Please contact Taurus for additional administration cost for Taurus to perform as a sub-contractor (Taurus CCB # for Oregon 0076781, for Washington TAURUPC946LN). This proposal is automatically included and made part of any engagement of Taurus to perform this work.

24 Hr. Emergency Service 1-800-755-7694
TaurusPower.com



Taurus Power and Controls would like to thank you for this opportunity to present our services. If we can address any questions regarding this proposal or be of further assistance, please feel free to call, text or email.

Sincerely,
Taurus Power & Controls, Inc.

David Koons

Seattle Operations Manager
DKoons@TaurusPower.com
Cell: 206-510-4327
Office: 425-656-4170

Ben Upshaw

Sales and Estimation
B.Upshaw@TaurusPower.com
Direct: 503-924-4285
Office: 503-692-9004



24 Hr. Emergency Service 1-800-755-7694
TaurusPower.com





**MINUTES
JOINT MEETING
KEIZER CITY COUNCIL/SALEM CITY COUNCIL/MARION COUNTY COMMISSIONERS
Thursday, February 15, 2024
Marion County Board of Commissioner's Office
Salem, Oregon**

CALL TO ORDER The meeting was called to order at 8:38 a.m.

In attendance were the following:

City of Keizer

Cathy Clark, Mayor
Shaney Starr, Council President
Soraida Cross, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Adam Brown, City Manager
Melissa Bisset, City Recorder

City of Salem

Julie Hoy, Councilor

Marion County

Kevin Cameron, Commissioner
Colm Willis, Commissioner
Paige Clarkson, Marion County District Attorney
Nick Hunter, Marion County Sheriff

**UPDATES
AND
DISCUSSION** Marion County Commissioner Cameron shared about a challenge with water and direct discharge related to a Department of Environmental Quality (DEQ) permit and a potential rule change. The City of Salem would be receiving comment. Discussion ensued regarding the Three Basin Rule.

Marion County District Attorney Paige Clarkson shared an update on legislation related to a deflection and pre-booking program. It was being brought up in relation to Measure 110 that had been unsuccessful. Ms. Clarkson explained that the County was running a successful model and she was concerned with the new bill

related to deflection and the type of funding and mandates.

Keizer Council President Starr shared that there would be a swearing in ceremony of the Keizer Police Department's comfort K9, Koda, at the next City Council Meeting.

Keizer City Manager Brown thanked the County for the good work they were doing with Emergency Management and how they had been assisting the City.

Mr. Brown shared that there would be a groundbreaking of the artificial turf fields and everyone was invited.

Mr. Brown had been applying for grants for the bathroom at the artificial turf fields at Keizer Rapids Park. Commissioner Willis stated that Marion County could send a general letter of support for the grant.

Keizer City Councilor Juran commented that work needed to begin on the Urban Growth Boundary. He stated that Keizer was getting more dense and that Keizer was beginning not to feel like Keizer.

Mr. Brown added that there could be a land swap between the City of Salem or City of Keizer or there could be a divorce of the boundaries. If all of the governing bodies (City of Salem, City of Keizer, Marion County and Polk County) agreed to it, then it could be considered. The next step was to bring the administrators together from all four of the governing bodies.

Keizer City Councilor Kohler had some questions about the water supply in Brooks. Commissioner Willis stated that they wanted water in Brooks and there were public meetings being held about it.

Keizer City Councilor Cross stated that she was working on the Budget and supportive of the Keizer Police Department. She was working on creating a Keizer Police Foundation.

Salem City Councilor Hoy stated that she was disappointed with the decision to reduce Police and Fire to help reduce the budget shortfall.

Marion County Commissioner Willis stated that they met with U.S. Department of Housing and Urban Development (HUD) and US Forest Service in Washington DC. They discussed an agreement with the U.S. Forest Service related to wildfire fighting. There was discussion with HUD related to homebuying and a potential home rehabilitation program.

ADJOURNMENT The meeting adjourned at 9:29 a.m.

MAYOR:

APPROVED:

Mayor Cathy Clark

Melissa Bisset, City Recorder



MINUTES
JOINT MEETING OF KEIZER CITY COUNCIL
AND COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE

Monday, March 11, 2024
Robert L. Simon Council Chambers
930 Chemawa Road NE
Keizer, Oregon

CALL TO ORDER

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

ROLL CALL

Roll call was taken as follows:

Present:

Cathy Clark, Mayor
Shaney Starr, Council President and
Community Diversity Engagement
Committee (CEDC)
Robert Husseman, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Laura Reid, Councilor and CEDC
Thais Rodick, Chair, CDEC
Benita Picazo, Vice Chair, CDEC
Tammy Kunz, CDEC
Carrie Brown, CDEC
Stephanie Cross, CDEC
Nevaeh Music, CDEC
Jill Gust, CEDC

Absent:

Soraida Cross, Councilor

Staff:

Adam Brown, City Manager
Tim Wood, Assistant City Manager
Joseph Lindsay, City Attorney
Melissa Bisset, City Recorder

DISCUSSION

a. Facilitation Slides Community Diversity Engagement Committee (CDEC) Chair Thais Rodick reviewed the accomplishments of the CDEC, which included:

- Keizer's 40th Birthday Party
- Input on the Strategic Plan
- Input on the Neighborhood Traffic Management Plan
- Climate-Friendly Equitable Communities Legislation
- Collaboration with the Neighborhood Associations
- The Resource Fair
- The monthly, National Observances and Contributions by the CDEC

Members

- Education of Community Members

CDEC Member Music shared that one of her favorite accomplishments was the participation and involvement of the CDEC with Keizer's 40th Birthday Party and the CDEC's collaboration with the neighborhood associations mostly through Tammy Kunz. She felt that, in the beginning, the CDEC floundered, but it had made great strides in becoming a working part of the City.

CDEC Member Kunz shared about attending many neighborhood association meetings. She found that the neighborhood associations would like the CDEC to have more engagement with them and action by taking part in the various neighborhoods.

CDEC Member Reid had been impressed with the CDEC with its progress. The list of accomplishments is a step in the right direction. She was encouraged by the CDEC getting some footing, and they have a clearer idea of the things they can do. They acknowledged that there could never be too much community engagement, so they were always striving to do better.

Mayor Clark stated that the CDEC would have a role as a conduit for the community with the Neighborhood Traffic Management Program (NTMP). She commended the CDEC for their tremendous help with the NTMP.

CDEC Member Brown shared that the monthly, National Observances and the CDEC's contributions were powerful. She had heard positive feedback from the information that was shared.

Mayor Clark thanked the CDEC for attending the Proclamation readings and bringing stories to tell about living and the community, which had been impactful and powerful for the viewers.

Council President Starr encouraged the City Council to be willing to think outside the box in how to engage the CDEC.

CDEC Vice Chair Picazo felt that the biggest accomplishment was continuing to build a CDEC team that showed up every month to collaborate as to how they could contribute.

CDEC Chair Rodick shared that they had really good discussions and often ask what the CDEC was there to do. The CDEC was ready to tackle the Strategic Plan and to do more overall. She added that their goal was to be a City that had already thought of the people before they moved to the City.

Councilor Husseman shared that there were several universities removing their Diversity Equity Inclusion (DEI) and Belonging policies and programs.

He felt a sense of urgency as more of the anti-DEI laws came into focus. The National Collegiate Athletic Association (NCAA) had called on black student-athletes to boycott universities in Florida. He asked the CDEC to share the struggle behind the Proclamations with the Council and let them know how they can help.

CDEC Member Brown noted that there had been recent discussions at the CDEC about eliminating DEI policies and that the CDEC could not let that happen in Keizer. She asked that the Council believe in the CDEC's philosophy and accept their thoughts and priorities.

Mayor Clark displayed the purpose of the Community Diversity Engagement Committee.

Councilor Juran was encouraged that the Committee had made some strides in the last several months. He hoped that the scope could be worked on during the Work Session.

CDEC Member Gust was a new member who hoped to learn more about the scope and purpose of the CDEC.

Councilor Kohler shared that Committee Member Gust was the fourth person that he had appointed to the Committee. He had received feedback from former members who felt like they weren't doing anything. He stated that he enjoyed working with the CDEC on Keizer's 40th Birthday Celebration.

Former Councilor Roland Herrera wanted the City of Keizer to maintain its commitment to DEI work. He was concerned about the movement to remove DEI. He noted that DEI work helped with retention, collaboration, engagement, and giving people a voice.

Mayor Clark reviewed the scope of the CDEC. She asked if it was relevant, current, and if any changes should be made.

CDEC Member Kunz was hoping that a representative from the CDEC would attend each of the various Boards, Commissions and Committee to build a stronger collaboration so information could be shared and problems could be solved together.

Council President Starr wanted a standardized approach where an equity lens could be used. She wanted an agreed upon framework to evaluate things through to provide feedback.

CDEC Chair Rodick shared some examples of questions that could be asked. She noted that DEI work can look different in each community and that the committee could look at what would be best for the City of Keizer.

CDEC Member Music suggested looking to some other larger cities for their frameworks.

Councilor Reid stated that there should be some flexibility built into a rubric as an equity lens.

Mayor Clark asked the CDEC what questions they asked when they reviewed the Neighborhood Traffic Management Program, Strategic Plan, and the Climate-Friendly Equitable Community. Those types of questions could be used to review the Scenario Planning.

Ken Gierloff, Chair of the Southeast Keizer Neighborhood Association (SEKNA), asked the CDEC for more advocacy rather than reaction. Mr. Gierloff noted that there was a lack of engagement with diverse populations in their neighborhood, and they were looking for suggestions on how they might be able to engage residents in their neighborhoods.

CDEC Member Picazo suggested that time was very limited for families and caused a lack of participation so finding other ways to engage through the use of technology could be helpful.

Councilor Kohler commended Mr. Ken Gierloff for his work on SENKA.

Mr. Gierloff, SEKNA, noted that he was able to have an impact in his local community. They want Council advocacy and to be told what they can do.

Tammy Saldivar, Northeast Keizer Neighborhood Association, stated that they were struggling with how to do the outreach, attendance, and wanted to receive resources from the City as to how outreach can happen.

CDEC Music suggested using Instagram Live, as it was well received by younger generations and shorter videos of two-three minutes. She felt that there were youth that would be interested in being involved.

Chair Rodick suggested adding content and sharing content on the City's Instagram page.

CDEC Chair Picazo suggested reaching out to Advancement Via Individual Determination (AVID) and Leadership Students. There was a suggestion for the youth councilor and youth liaisons to share snippets from City meetings with the youth to help get the word out.

Mayor Clark asked for the CDEC to complete the follow tasks and bring back recommendations to the City Council:

1. Review the scope of the CDEC for possible changes.
2. Consider what it meant or looked like to engage with other boards,

commissions, committees, and neighborhood associations.

3. Schedule a consultation with the neighborhood associations based on the feedback they had received.

4. Discuss what an equity lens would look like.

Discussion ensued regarding the status of the Strategic Plan and how the CDEC would like to include it in their work plan

Mr. Brown expressed his appreciation for Chair Rodick stating in a prior CDEC meeting that it was better to progress with a mistake of translations rather than not translating at all. Chair Rodick stated that grace should be expected. She added that it was better to show that you tried to translate rather than not having the translations.

Council President Starr suggested that the CDEC discuss if it was time to have the Volunteer Coordinating Committee appoint the members of the CDEC and then bring back a recommendation to the City Council. She noted that the CDEC was created to be an advisory Committee to the Council. She asked that the Council listen to the Committee's request.

CDEC Committee Member Brown asked that if there were frustrations with the CDEC, that it would be helpful to hear, and invited suggestions. She provided an example of inclusion, stating it meant being active and reaching out and making a personal invitation.

Former Mayor Lore Christopher, stated there were four non-profits within the Keizer Heritage Museum, and that there was an event on April 5th, celebrating Chinese American History with Dr. Russell Low signing books. All of the information was on the Keizer Cultural Center Facebook Page.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:39 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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



MINUTES
KEIZER CITY COUNCIL
Monday, March 18, 2024
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Clark called the meeting to order at 7:01 p.m.

ROLL CALL Roll call was taken as follows:

Present:

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

Staff:

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

FLAG SALUTE Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

- a. **Women's History Month Presentation by Community Diversity Engagement Committee Member Stephanie Cross** Stephanie Cross, Community Diversity Engagement Committee Member, spoke about Women's History Month and provided a history of women leaders from Keizer, such as Mary Keizur who was a founding member of the community.
- b. **Recognition of Sergeant Promotion - Paul Quintero** Police Chief Andrew Copeland recognized Officer Paul Quintero's promotion to Sergeant and spoke about his excellent work performance.

- c. **Comments from Marion County Commissioner Colm Willis.** Colm Willis, Marion County Commissioner, expressed his appreciation for all of the work on the artificial turf fields at Keizer Rapids Park. As public funds were used in the project costs, he hoped the sports use would be affordable.

City Manager Adam Brown shared that the groundbreaking would be on Thursday and everyone was invited. Expected completion would be the end of August. He stated that there were a couple of operational scenarios and fees to make the facility affordable.

Presentation from Marion County Health and Human Services regarding Tobacco and Substance Use. Conor Foley, Chronic Disease Prevention Program Coordinator, and Diana Dickey, Substance Abuse Prevention Coordinator, Marion County Health and Human Services, presented on Tobacco and Substance Use. They reviewed the response from a Jurisdictional Survey that had recently been conducted. Mr. Foley provided the statistics for Adult and Youth Tobacco Use. He reviewed the prevention strategies and noted the smoke-free environmental policies that the City could consider.

Ms. Dickey displayed a map of alcohol use and opioid overdose by zip code in Marion County. She provided statistics regarding marijuana, alcohol, and medication use in youth. A chart of Fentanyl overdoses in Marion County and Oregon was displayed. Ms. Dickey provided facts about fentanyl and discussed prevention strategies for alcohol, tobacco, and drug prevention strategies. Ms. Dickey shared ways that they could partner with the City.

Police Chief Andrew Copeland spoke about drivers being impaired in Keizer due to prescription medications and alcohol. He commented that drinking in parking lots and driving under the influence (DUI) of alcohol does happen in Keizer. The Police Department tried to have DUI enforcement control available.

Certificate of Award from the Daughters of the American Revolution. Mayor Clark spoke on the Certificate of Award from the Daughters of the American Revolution (DAR) acknowledging proper display of United States flag.

COMMITTEE REPORTS

Matt Lawyer, former Chair of the Claggett Creek Watershed Council (CCWC) and the Planning Commission Chair, reported that the CCWC had started planning the Soggy Day in the Park. He talked about the habitat work at Wallace House Park project and expressed appreciation for the West Keizer Neighborhood Association for their annual work in the park. He appreciated the Council, staff, and all of the volunteers who participated in the annual Civic Center clean-up.

Mr. Lawyer reported on the Planning Commission. He shared that they were looking at how to more thoroughly engage in the planning process in light of the Strategic Plan discussions and the theme of public participation. They

asked Planning Director Shane Witham to bring back all minor variances that would be appealable to the Planning Commission. The Planning Commission would hear all major variances, conditional use permits, and any Master Plan amendments or new Master Plan. The Planning Commission would be looking at text amendments.

Lisa Cejka, Parks Advisory Board, provided images of recent graffiti at Willamette Manor Park, the bathrooms at Keizer Rapids Park, and tire tracks at Bob Newton Park. She commented on how quickly the Parks' staff had cleaned up the graffiti. Public Works Director Lawyer commented that the entire team of Public Works, including Streets, Water, and Environmental staff all helped to attack graffiti as soon as possible. Picket slats at Keizer Rapids Park were for sale and available on the City's website. Volunteer training would be taking place on May 4th for tree plotting. The Parks Advisory Board approved a grant for Connor Graham to remove invasive species and add plants in Bair Park as a Youth Eagle Scout project.

Ken Gierloff, Southeast Keizer Neighborhood Association (SEKNA), provided an Annual Report and shared how happy the SEKNA was about the new speed signs. He reviewed their activities for the year which included: working on a nuisance abatement, graffiti clean-up, attending the Resource Fair at Weddle Elementary School, conducting outreach about SEKNA and the Keizer Birthday celebration, placing SEKNA brochures at several locations, purchasing 10 new and colorful signs, increasing their meeting attendance, they partnering with Weddle to find a solution to the Beaver dam in their neighborhood, working on a helmet program, and they were proud of the SEKNA Community Center that would be celebrating 24 years and was still running.

PUBLIC COMMENTS There were no public comments.

PUBLIC HEARING

a. **ORDINANCE** - To *Mayor Clark opened the Public Hearing.*

**Vacate a Portion
of 15th Avenue
North, Keizer,
Oregon**

Public Works Director Bill Lawyer summarized the Staff Report.

Rhonda Rich, Keizer resident, thanked Mr. Bill Lawyer, City Attorney Emeritus Shannon Johnson, and City Attorney Joseph Lindsay for their work on the matter. She explained the location and history of the property.

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

Council President Starr moved to adopt an Ordinance To Vacate a Portion of 15th Avenue North, Keizer, Oregon. Councilor Reid seconded. Motion passed unanimously as follows upon first reading:

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

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

ADMINISTRATIVE ACTION

- a. Telecommunications Franchise Between the City of Keizer and Ziplly Fiber Pacific, LLC** City Attorney Joseph Lindsay reviewed his Staff Report.
- Ms. Jessica Eply, Vice President of Regulatory and External Affairs, Ziplly Fiber Pacific, LCC, (Ziplly) spoke on the history of Ziplly. They used a copper-based fiber that was anticipated to last for the next 50 to 100 years. They would be installing through aerial and underground techniques and would like to start construction in June. The construction would be 100% Ziplly's investment.
- Council President Starr moved to direct staff to prepare an ordinance authorizing the City Manager to enter into a non-exclusive telecommunications franchise agreement with Ziplly Fiber Pacific, LLC to come before City Council at the next general meeting. Councilor Reid seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
- b. RESOLUTION - Authorizing the City Manager to Apply for Oregon Parks and Recreation Department Local Government Grant for Improvements at Keizer Rapids Park Turf Fields** City Manager Adam Brown summarized the Staff Report.
- Council President Starr moved to adopt Resolution R2024- Authorizing the City Manager to Apply for Oregon Parks and Recreation Department Local Government Grant for Improvements at Keizer Rapids Park Turf Fields. Councilor Reid seconded. Motion passed unanimously as follows:
- AYES: Clark, Reid, Husseman, Cross, Kohler, Starr and Juran (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
- c. Discussion Regarding City Council Social Media Policies** City Attorney Joseph Lindsay summarized the Staff Report and noted the draft policy was a risk-adverse policy based on the League of Oregon Cities' Model Social Media Policy.
- It was noted that the section referencing email in the proposed policy was similar to what the current practice was. Discussion ensued regarding posting and removal of content.
- The level of strictness and risk tolerance would be up to the Council to decide.

Discussion ensued regarding the Council's goal of creating a social media policy.

Councilor Cross felt that it was a government overreach because she worked for the people and not the League of Oregon Cities. She expressed concern and did not agree with the staff hours and money being spent to work on the policy and would not like to see it occur in an election year.

Discussion ensued regarding creating and retaining public records and content management on social media platforms.

Human Resources Director Machell DePina recalled that the social media policy was an across-the-board goal. She hoped that the Council would continue to address the subject for their own protection and continue as a City to be as transparent as possible and to share information with the public in a way that follows the rules and guidelines and would not place the City in legal jeopardy.

Council President Starr suggested moving the social media policy discussion to a Work Session or work on the policy in smaller pieces.

Mayor Clark received a consensus to schedule a Work Session to further discuss a social media policy.

**d. Discussion
Regarding the
Retire/Rehire
Policy**

Human Resources Director Machell DePina summarized the Staff Report.

Finance Director Wood shared the Financial impact of PERS on the existing retire/rehire policy and the financial impact of the proposed policy.

Discussion ensued regarding employee performance management in relation to the retire/rehire policy.

Council President Starr moved that the Keizer City Council direct staff to bring back a Resolution to the next Regular City Council meeting to adopt a retire/rehire policy, as provided for by House Bill 2296 with a policy period of five years, a maximum rehire period of two years per retiree, and a limit on accrual caps and paid time off benefits to limit large lump sum payments at the end of the two-year rehire period, and amend the policy as discussed to address special duty assignments and promotional opportunities. Councilor Reid seconded. Motion passed unanimously as follows.

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Reid thanked staff for the survey and detailed Staff Report.

CONSENT

Council President Starr moved for approval of the Consent Calendar.

CALENDAR

Councilor Reid seconded. Motion passed unanimously as follows:
AYES: Clark, Reid, Starr, Cross, Juran, Husseman and Kohler (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

- a. **RESOLUTION - Authorizing the City Manager to Purchase 2024 Ford F150 Pickup Truck for Public Works Department**
- b. **RESOLUTION - Authorizing City Manager to Sign 2023-2025 CFEC Scenario Planning Grant- Salem-Keizer Region Agreement**
- c. **Approval of February 20, 2024 Regular Session Minutes**
- d. **Approval of March 4, 2024 Regular Session Minutes**

OTHER BUSINESS There was no additional business.

STAFF UPDATES City Manager Brown expressed appreciation for working with everyone at Saturday's clean-up.

Assistant City Manager Wood reported that the citizens of Keizer could now use all the water they wanted.

Police Chief Copeland reported on an annual drug takeback, graffiti in the parks, and recruitment. He would be attending a meeting with the East Salem Police District on a gun violence reduction study. He would also be meeting with the District Attorney's Office to discuss Ballot Measure 110 changes. They would also be discussing Ballot Measure 402 as to how they would be interpreting this, prosecuting, and holding people accountable. The Keizer Police Department was still giving Slurpee coupons when people were wearing helmets while riding bicycles.

Public Works Director Lawyer reported that flashing speed signs had been installed in the vicinity of Brooks and Alder. He stated that having a flashing beacon built on McClure and Lockhaven during the next budget year when school was not in session, would be a challenge.

City Attorney Joseph Lindsay reported that he would be negotiating two utility and gas franchises. He would be sitting in on an upcoming mediation in the forfeiture case.

COUNCIL MEMBER REPORTS Councilor Cross shared the events and meetings that she had recently attended.

Councilor Juran shared the events and meetings that he had recently attended.

Council President Starr shared the events and meetings that she had

recently attended. She complimented Parks staff and Code Enforcement for going above and beyond on their work removing graffiti.

Councilor Kohler shared the events and meetings that he had recently attended. He thanked everyone who helped with the annual Civic Center clean-up.

Councilor Husseman shared the upcoming Traffic Safety, Bikeways, and Pedestrian Committee meeting and asked folks to thank the Salem-Keizer School Teachers for their service.

Councilor Reid shared the events and meetings that she had recently attended. She noted the updates for the Library that were made by the Keizer Heritage Foundation.

Youth Councilor Woodard reported that McNary had its Mock Trial Team make it to State and that Future Freshman Day and Prom would be coming up.

Mayor Clark shared the events and meetings that she had recently attended. Coming up would be the State of the City this week, the State of the County, and the Strategic Economic Development Corporation (SEDCOR) meeting. The League of Oregon Cities would be working on policies for transportation and community economic development.

AGENDA INPUT

Monday, April 1, 2024 - 7:00 p.m.
City Council Regular Session

Monday, April 8, 2024 - 6:00 p.m.
City Council Work Session - Neighborhood Associations

Monday, April 15, 2024 - 7:00 p.m.
City Council Regular Session

Monday, April 29, 2024 - 6:00 p.m.
City Council Work Session - Draft Procurement Policy

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:54 p.m.

MAYOR:

APPROVED:

Cathy Clark

Dawn Wilson, Deputy City Recorder

Minutes approved: _____

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