

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
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, June 19, 2017

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**

a. Appointment to the Marion County Public Safety Coordinating Council

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

- a. **RESOLUTION** – Authorizing City Manager to Send Letter Extending Consortium Cooperation Agreement for Three Years
RESOLUTION – Adopting the Housing and Community Development Action Plan – One Year Use of Funds – Salem and Keizer 2017/2018
RESOLUTION – Adopting the Housing and Community Development Consolidated Plan 2015-2019
- b. **ORDINANCE** – Amending Keizer Development Code Regarding Section 2.107 (Mixed Use), Section 2.109 (Commercial Retail), Section 2.112 (Commercial General), Section 2.113 (Industrial Business Park), Section 2.114 (General Industrial), Section 2.116 (Public), Section 2.119 (General Employment), Section 2.308 (Signs), and Section 2.434 (Mobile Food Vendors); Amending Ordinance 98-389
ORDINANCE – Adopting the Mobile Food Vendor Permit Process

8. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** – Authorizing the City Manager To Sign Intergovernmental Agreement between the City of Keizer and Salem-Keizer School District 24J
- b. **RESOLUTION** – Supporting Keizer Public Arts Commission Story Pole Project
- c. **RESOLUTION** – Authorization for Supplemental Budget – Interfund Loan From Transportation Improvement Fund to Water Facility Fund

- d. ORDINANCE – Regulating Parking and Establishing Enforcement Procedures; Repealing Ordinances 2005-535, 2014-708, and 2017-769
RESOLUTION – Establishing Administrative Fee Relating to Parking Violation Impounds

- e. Cancellation of July 3, 2017 City Council Regular Session

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Purchase 2017 Ford K8A AWD Police Interceptor Vehicle for Police Department
- b. RESOLUTION – Authorizing the Mayor to Enter Into Municipal Judge Services Contract with A. Carl Myers
- c. RESOLUTION – Authorizing Chief of Police to Enter Into Lock and Track Usage Agreement with Marion County
- d. Approval of May 15, 2017 Regular Session Minutes
- e. Approval of June 5, 2017 Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

July 3, 2017
7:00 p.m. City Council Regular Session

July 10, 2017
5:45 p.m. – City Council Work Session

July 17, 2017
7:00 p.m. City Council Regular Session

14. ADJOURNMENT

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

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: APPOINTMENT TO MARION COUNTY PUBLIC SAFETY
COORDINATING COUNCIL**

The Marion County Public Safety Coordinating Council Steering Committee reviewed applications for city representatives and is recommending Councilor Herrera to the Council. In accordance with the Council Rules of Procedure, the Mayor appoints Councilors to liaison and non-liaison positions for outside committees.

RECOMMENDATION:

The Mayor should announce the appointment of Councilor Roland Herrera to the Marion County Public Safety Coordinating Council.

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

ESJ/tmh

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CONSORTIUM COOPERATION AGREEMENT AND INTERGOVERNMENTAL AGREEMENT; AND 2015-2019 CONSOLIDATED PLAN; AND 2017-2018 ANNUAL ACTION PLAN

This matter was brought to the City Council at its June 5, 2017 meeting and scheduled tonight for a public hearing. You may recall that the City of Keizer and the City of Salem participate in a joint program that provides funds to low-to-moderate income home owners for the rehabilitation of existing housing stock that is in poor condition. The funding for the program comes from the Federal Housing and Urban Development (HUD) and is associated with the Home Investment Partnership Program (HOME). The City of Salem is in a consortium with the City of Keizer for this program through the Consortium Cooperation Agreement entered into between the cities in 2002.

The City of Salem manages this program for the City of Keizer and is requesting that the City extend the Consortium Cooperation Agreement for another three years. The City Council is being asked to review the annual action plan and the long range consolidated plan for this program.

RECOMMENDATION:

Open the public hearing and take testimony. Following testimony, close the public hearing and deliberate the matter. If you have no further questions, take the following action:

1. Adopt the Resolution authorizing the City Manager to extend the Consortium Cooperation Agreement for another three years.
2. Adopt the Resolution approving the 2017-2018 Annual Action Plan.
3. Adopt the Resolution approving the 2015-2019 Consolidated Plan for the use of CDBG and HOME funds.

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

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2017-_____

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6 AUTHORIZING CITY MANAGER TO SEND LETTER EXTENDING
7 CONSORTIUM COOPERATION AGREEMENT FOR THREE YEARS
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10 WHEREAS, Council entered into Consortium Cooperation Agreement with the
11 City of Salem in 2002;

12 WHEREAS, the consortium has successfully served to help meet the needs of low
13 and moderate income residents;

14 WHEREAS, continued HOME funding for Keizer depends on continuing this
15 consortium;

16 WHEREAS, the existing agreement needs to be renewed for an additional three-
17 year term;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is hereby authorized to send a letter to the City of Salem extending the
21 Consortium Cooperation Agreement for another three years.
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1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2017-_____

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6 ADOPTING THE HOUSING AND COMMUNITY
7 DEVELOPMENT ACTION PLAN - ONE YEAR USE OF FUNDS –
8 SALEM AND KEIZER 2017/2018
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11 WHEREAS, the City of Keizer has joined with the City of Salem in forming a
12 housing consortium for the purposes of providing housing opportunities and preserving
13 existing housing stock;

14 WHEREAS, the consortium must adopt a Housing and Community Development
15 Action Plan to apply for federal funds;

16 WHEREAS, the Comprehensive Housing Affordability Strategy, which was
17 Keizer's first housing plan, was adopted in December of 1993;

18 WHEREAS, an annual Action Plan for 2017-2018 to implement the Strategic
19 Plan has been prepared;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the 2017-2018
22 Annual Action Plan is hereby adopted.
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1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2017.

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5 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2017-_____

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5 ADOPTING THE HOUSING AND COMMUNITY
6 DEVELOPMENT CONSOLIDATED PLAN 2015-2019
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8 WHEREAS, the City of Keizer has joined with the City of Salem in forming a
9 housing consortium for the purposes of providing housing opportunities and preserving
10 existing housing stock;

11 WHEREAS, the consortium must adopt a Housing and Community Development
12 Plan to apply for federal funds;

13 WHEREAS, the Comprehensive Housing Affordability Strategy, which was
14 Keizer's first housing plan, was adopted in December of 1993;

15 WHEREAS, the Housing and Community Development Consolidated Plan for
16 2015-2019 has been prepared as an update to the Comprehensive Housing Affordability
17 Strategy;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the 2015-2019
20 Consolidated Plan is hereby adopted.
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1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2017.

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5 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

FROM: SHANE WITHAM, ASSOCIATE PLANNER

SUBJECT: Proposed text amendments and ordinance relating to mobile food vendors

Attachments:

- **Section 2.107 (Mixed Use)**
- **Section 2.109 (Commercial Retail)**
- **Section 2.112 (Commercial General)**
- **Section 2.113 (Industrial Business Park)**
- **Section 2.114 (General Industrial)**
- **Section 2.116 (Public)**
- **Section 2.119 (General Employment)**
- **Section 2.308 (Signs)**
- **Section 2.434 (Mobile Food Vendors)**
- **Ordinance Adopting the Mobile Food Vendor Permit Process**

ISSUE:

The proposed revisions to the Keizer Development Code (KDC) and the new proposed ordinance relate to the standards governing mobile food vendors. The Planning Commission held a public hearing on February 8, 2017 to consider the proposed changes and voted unanimously to support the proposed text amendments. In addition, it was determined it made more sense to regulate mobile food vendors through a separate ordinance, similar to how Marijuana Facilities are currently regulated. Therefore, the legal department incorporated the regulations contained within Section 2.434 (Mobile Food Vendors), along with the proposed changes into the newly proposed ordinance.

DISCUSSION:

City Council previously adopted an ordinance (2016-759) amending the Keizer Development Code regarding Section 1.200 (Definitions), Section 2.110 (Commercial Mixed Use), Section 2.308 (Signs), Section 2.407 (Home Occupations), and Section 2.434 (Mobile Food Vendors) to allow for mobile food vendors to operate within the City of Keizer subject to specific regulations.

Subsequently, a permitting process was established, which is administered through the Community Development Department. Through the administration of these standards, it became apparent the requirements adopted in Section 2.434 (Mobile Food Vendors) lacked specificity and clarity, resulting in less than desirable results. Therefore, staff is proposing modifications to clarify the following items:

1. **Parking:** Two parking spaces to be required for a Mobile Food Vendor located on a vacant parcel. (Currently there is no requirement)

2. **Signs:** Clarifies that signs affixed to, or painted upon the unit are exempt from the sign standards in the development code. (Current language is unclear and only allows for an A-frame/portable sign)
3. **Outdoor Storage:** Prohibits outdoor storage (previously, screening was required but was not defined as to what is considered adequate)
4. **Covered Eating Areas:** Allows temporary covered eating areas
5. **Permanent Covered Eating Areas:** Clarifies that when required (food POD developments), permanent covered eating areas must be a minimum of 250 square feet in area and must also provide permanent restroom facilities.
6. **Hours of Operation:** Clarifies that mobile food vendors not open for business more than 4 consecutive days must be removed.
7. **Drive Through Windows:** Prohibits drive through windows for mobile food vendors.

The proposed amendments will also allow mobile food vendors in all zones which allow “eating and drinking” establishments, as well as allowing them in Public zones.

RECOMMENDATION:

Open the public hearing and take testimony. After all testimony has been received, close the public hearing, deliberate the matter, and adopt the attached Ordinances.

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A BILL
FOR

ORDINANCE NO.
2017-_____

AN ORDINANCE

AMENDING KEIZER DEVELOPMENT CODE REGARDING
SECTION 2.107 (MIXED USE), SECTION 2.109 (COMMERCIAL
RETAIL), SECTION 2.112 (COMMERCIAL GENERAL), SECTION
2.113 (INDUSTRIAL BUSINESS PARK), SECTION 2.114 (GENERAL
INDUSTRIAL), SECTION 2.116 (PUBLIC), SECTION 2.119
(GENERAL EMPLOYMENT), SECTION 2.308 (SIGNS), AND
SECTION 2.434 (MOBILE FOOD VENDORS); **AMENDING
ORDINANCE 98-389**

WHEREAS, the Keizer Planning Commission has recommended to the Keizer
City Council amendments to the Keizer Development Code (Ordinance No. 98-389);
and

WHEREAS, the City Council has held a hearing on this matter and considered
the testimony given and the recommendation of the Keizer Planning Commission; and

WHEREAS, the Keizer City Council has determined that it is necessary and
appropriate to amend the Keizer Development Code as set forth herein; and

WHEREAS, the Keizer City Council has determined that such amendments
meet the criteria set forth in state law, the Keizer Comprehensive Plan, and the Keizer
Development Code;

NOW, THEREFORE,

The City of Keizer ordains as follows:

1 Section 1. FINDINGS. The City of Keizer adopts the Findings set forth in
2 Exhibit "A" attached hereto and by this reference incorporated herein.

3 Section 2. AMENDMENT TO THE KEIZER DEVELOPMENT CODE.
4 The Keizer Development Code (Ordinance No. 98-389) is hereby amended by the
5 adoption of the changes to Section 2.107 (Mixed Use), Section 2.109 (Commercial
6 Retail), Section 2.112 (Commercial General), Section 2.113 (Industrial Business Park),
7 Section 2.114 (General Industrial), Section 2.116 (Public), Section 2.119 (General
8 Employment), Section 2.308 (Signs), and Section 2.434 (Mobile Food Vendors) as set
9 forth in Exhibit "B" attached hereto, and by this reference incorporated herein.

10 Section 3. SEVERABILITY. If any section, subsection, sentence, clause,
11 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional,
12 or is denied acknowledgment by any court or board of competent jurisdiction,
13 including, but not limited to the Land Use Board of Appeals, the Land Conservation
14 and Development Commission and the Department of Land Conservation and
15 Development, then such portion shall be deemed a separate, distinct, and independent
16 provision and such holding shall not affect the validity of the remaining portions
17 hereof.

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1 Section 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
2 days after its passage.

3 PASSED this _____ day of _____, 2017.

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5 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

EXHIBIT “A”

Findings regarding the adoption of amendments to Section 2.107 (Mixed Use); Section 2.109 (Commercial Retail); Section 2.112 (Commercial General); Section 2.113 (Industrial Business Park); Section 2.114 (General Industrial); Section 2.116 (Public); Section 2.119 (General Employment); Section 2.308 (Signs); and Section 2.434 (Mobile Food Vendor) in the Keizer Development Code (KDC).

The City of Keizer finds that:

1. General Findings.
The particulars of this case are found within Planning file Text Amendment 2017-01. Public hearings were held before the Planning Commission on February 8, 2017, and before the City Council on June 19, 2017.
2. Criteria for approval are found in Section 3.111.04 of the Keizer Development Code. Amendments to the Comprehensive Plan or Development Code shall be approved if the evidence can substantiate the following. Amendments to the map shall be reviewed for compliance with each of the following, while text amendments shall only be reviewed for compliance with Section 3.111.04 B, C, and D. Given that this is a text amendment Section 3.111.04 A is not applicable.

3. **Section 3.111.04.B - A demonstrated need exists for the product of the proposed amendment -**

Findings: The proposed revisions to the zone code reflect a demonstrated need. The City Council previously amended the city’s regulations affecting mobile food vendors. It was found that some of the changes previously made did not provide an adequate level of clarity or precision to accomplish the desired effect of those changes. Therefore this text amendment is found to be necessary to provide the appropriate level of clarity and establish regulations governing the operation and location of mobile food vendors. Therefore, this proposal complies with this review criterion.

4. **Section 3.111.04.C- The proposed amendment to the Keizer Development Code complies with statewide land use goals and related administrative rules**

FINDINGS: The proposed text amendments comply with the statewide land use planning goals as discussed below.

Goal 1 – Citizen Involvement: The adoption of this ordinance followed notice, a public process involving public hearings, deliberation, and ordinance adoption. Public notice was provided in the Keizertimes. Public hearings were held before the Planning Commission on February 8, 2017, and before the City Council on June 19, 2017. Citizens were afforded the opportunity to participate in the public process. This process is consistent with the provision for providing an

opportunity for citizens to be involved in all phases of this proposed planning process as is required by this goal and with implementing administrative rules within Oregon Administrative Rules.

Goal 2 – Land Use Planning: This ordinance amends the Keizer Development Code. The city has an adopted comprehensive plan acknowledged by the state. The adoption proceeding was conducted in a manner consistent with the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. The proposed revisions to the Keizer Development Code are consistent with this statewide planning goal and administrative rules.

Goal 3 – Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits the Exclusive Farm Use (EFU), Special Agriculture (SA), Urban Transition (UT), and Public (P) allow commercial agricultural uses. However, only the city’s SA zone is a state recognized EFU qualifying zone. The amendments involve regulations affecting the use of mobile food vendors and will not affect lands that are outside the city limits or any lawful uses occurring on those lands. The proposed amendments will comply with the Farm Land Goal and with implementing administrative rules.

Goal 4 – Forest Land: The intent of this goal is to protect lands designated for commercial forest uses. There are no zone districts specifically designated within the city limits that will allow for commercial forestry. Also, there are no commercial forest lands near, or adjacent to the city limits of Keizer. The amendments to the KDC do not involve any land which is designated as forest land, nor will it impact the use of any forest lands. The proposed amendments will comply with this Goal and with implementing administrative rules.

Goal 5 – Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a local wetland inventory of sites where wetland soils may be present. The city has an adopted Willamette River Greenway Overlay zone to protect resources along the Willamette River. There are no identified big game habitats within the city limits of Keizer. The city established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. In addition, the city has been developing storm water regulations to protect water quality of the local water ways. The proposed amendments will not affect or preclude any of the city’s natural resources protection regulations nor the lawful use of any properties that are within this overlay zone. Therefore, the proposed text amendments will be consistent with this goal and with administrative rules which implement this goal.

Goal 6 – Air, Water and Land Quality: The intent of this goal is to protect the city’s air, water and land qualities. The city provides its residents with city water from groundwater sources. The quality of the water is monitored to ensure that it

complies with all state and federal water quality standards. New construction is required to be connected to the established sanitary sewer system thereby reducing the potential of groundwater contamination from failing on-site septic systems. The city has storm water regulations which are to maintain water quality in the Willamette River and local streams. Land quality is preserved through the city's erosion control regulations and through zone code development regulations. Air quality is preserved through the city's development code regulations which limit certain types of uses and are enforced by appropriate state agencies which govern air emission standards. The revisions to the city's standards regarding the use of mobile food vendors will comply with this goal and with the administrative rules that implement this goal.

Goal 7 – Natural Hazards: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains within the city limits. In Keizer, these are primarily located along the Willamette River and smaller streams such as Claggett Creek. The floodplains have been mapped by the federal government. The intent of the floodplain regulations is to minimize the loss of life and property damage by preventing development, elevating structures above the flood elevation, or flood proofing structures in the floodplain. While there are some steep slopes in the northwest quadrant of the city, there are no mapped areas of steep slopes in Keizer that might warrant any special engineering. The proposed text amendments will neither impact this goal nor any administrative rules.

Goal 8 – Recreation: This goal requires the city to identify and plan for the current and future recreation needs of the residents of the city. The city has an adopted Parks and Recreation Master Plan that inventories parks, playgrounds, and recreational opportunities within the city limits and plans for the city's future park and recreation needs. The proposed amendments will have no impact on the recreational activities that occur on any park land within the city and will not impact either this goal or any administrative rules that implement it.

Goal 9 – Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. Current employment were projected forward based on regional job growth estimates and the above target industry goals. The growth forecast calls for a total of 3,774 new jobs over the next 20 years. The adopted Economic Opportunities Analysis found there is a net need for commercial and institutional lands amounting to 63.3 gross acres above and beyond what the City's remaining buildable employment lands can accommodate. The proposed text amendments will not have any adverse impact on the economic development activities or uses within the city. Therefore, the proposal is consistent with this goal.

Goal 10 – Housing: This goal requires the city to plan and provide for the housing needs of its residents. The adopted Housing Needs Analysis found that

for the upcoming 20-year period that there will be a need for 4,513 new units to house the future population. The inventory of buildable residential lands contain a supply of 315.2 acres which are vacant, partially vacant or re-developable and can accommodate an estimated 2,422 units resulting in 2,090 units which must be accommodated beyond the City's existing capacity. When this remaining land need is apportioned to Keizer's residential zones, the HNA estimates a 20-year need of 267 gross acres of residential land. The revisions to the city's standards regarding the use of mobile food vendors will have no impact on this goal.

Goal 11- Public Facilities and Services: The intent of this goal is to develop a timely, orderly and efficient arrangement of public facilities and services necessary to serve the residents of Keizer. The city provides its residents with water, an established street system, administrative services and police services. Sanitary sewer service is provided by the city of Salem through an intergovernmental agreement. Fire protection services are provided by the Keizer Fire District or Marion County Fire District #1. There is sufficient capacity in the municipal water delivery system and also within the sanitary sewer treatment system to accommodate planned growth within the upcoming 20 year planning period. The proposed text amendments will not impact any of the city's public facilities and services. Therefore, the revisions will comply with this goal and all administrative rules.

Goal 12 – Transportation: The city has an adopted Transportation System Plan that describes the city's transportation systems. This system includes streets, transit, bike, and pedestrian systems. It inventories the existing systems and contains plans for improving these systems. The city has determined that the text amendment to standards regarding the allowance for the use of mobile food vendors will not significantly affect any transportation facility within the city limits and so is consistent with Section 3.111.05 regarding Transportation Planning Rule compliance. The proposed text amendments will have no adverse impact on the city's transportation systems and so will not affect this goal nor any implementing rules.

Goal 13 – Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. The proposed zone code text amendments will have no impact on this goal nor any of the implementing administrative rules.

Goal 14 – Urbanization: The intent of this goal to provide for an orderly and efficient transition from rural to urban land use. The city has an adopted Comprehensive Plan and zone code that complies with the goal. The proposed text amendments will affect only land that is within the city limits and will not impact the use of any land being transitioned from rural to urbanized uses and so is therefore consistent with this goal.

Goal 15 – Willamette River: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. The revisions to the city’s development code will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and so this goal is not applicable.

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

In consideration of the above findings, the proposed zone code revisions comply with all applicable statewide land use goals and with all applicable administrative rules which implement the relevant goal.

5. **Section 3.111.04.D - The amendment is appropriate as measured by at least one of the following criteria:**

- a. It corrects identified error(s) in the previous plan.
- b. It represents a logical implementation of the plan.
- c. It is mandated by changes in federal, state, or local law.
- d. It is otherwise deemed by the council to be desirable, appropriate, and proper.

FINDINGS: The proposed text amendment will revise multiple sections of the Keizer Development Code to allow mobile food vendors to operate as a permanent use subject to meeting City adopted standards. Specific regulations and standards governing the operation of mobile food vendors are to be administered through a separate City Ordinance. The proposed changes, along with the adoption of a newly created ordinance, clarify the previously approved regulations governing mobile food vendors. While there are no specific Comprehensive Plan goals or policies that offer guidance, it is determined that the proposed amendment to the zone code represents a logical implementation of the Keizer Comprehensive Plan. The City Council has, by this adoption, determined that the text revisions are desirable, appropriate, and proper. As such, the proposal complies with this criterion.

2.107 MIXED USE (MU)

2.107.01 Purpose

The Mixed Use (MU) zone promotes development that combines differing uses (permitted or special permitted) in a single building or complex. This zone will allow increased development on busier streets without fostering a strip commercial appearance. The zone encourages the formation of neighborhood "nodes" of activity where residential and commercial uses mix in a harmonious manner. This development type will support transit use, provide a buffer between busy streets and residential neighborhoods, and provide new housing opportunities in the City. (4/08)

The Mixed Use zone is intended to include a variety of uses identified in this section in relative close proximity to each other as compared to a traditional zone district in which differing uses are segregated. Vertical mixed use is a building in which significant amounts of differing uses are located in the same building with different uses on different floors. While mixed use development is primarily intended to consist of retail or other businesses on the ground floor with housing or office uses on upper stories it is not required that every building within a mixed use area is developed with different uses within it. Clusters of residential and commercial uses around landscaping features or parking areas will also occur. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses. (4/08)

The Mixed Use zone is suitable for the Medium Density Residential, Medium-High Density Residential and Mixed Use Comprehensive Plan designations. (5/98)

2.107.02 Permitted Uses

The following uses, when developed under the applicable development standards in the Zoning Ordinance, are permitted in the MU zone:

- A. **One or more buildings with one or more dwelling units** or guest rooms on a lot. (5/98)
- B. **One or more buildings with one or more dwelling units** or guest rooms and one or more other uses allowed in this section on a lot. (5/98)
- C. **Residential homes** and facilities. (5/98)
- D. **Day care facility** for 17 or more children consistent with state regulations, including Family day care provider for 16 or fewer children consistent with state regulations. (4/16)

- E. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- F. **Public or private utility substation**, but excluding electrical substation. (5/98)
- G. **Landscape counseling and planning (078)**. (5/98)
- H. **Transportation, Utilities and Communication**. (5/98)

- 1. **Travel agency (4722)**. (5/98)
- 2. **Communication (48)** BUT EXCLUDING communication services, not elsewhere classified (489). (5/98)
- 3. **Public utility** structures and buildings. (5/98)
- 4. **Transit Facilities (Section 2.305)**. (Ordinance No. is 2009-586, 5/09)

I. **Retail Trade:**

Except as allowed under Section 2.107.05.B, the following retail uses shall be limited to buildings of 10,000 square feet or less:

- 1. **General merchandise stores (53)**. (04/08)
- 2. **Food stores (54)**. (04/08)
- 3. **Apparel and accessory stores (56)**. (04/08)
- 4. **Home furnishing, appliance and equipment stores (57)**. (04/08)
- 5. **Eating and drinking places (58)**. (04/08)
- 6. **Retail, (59)** BUT EXCLUDING non-store retailers (596) and fuel and ice dealers (598). (04/08)
- 7. Uses listed in 2.107.02.I. through 7 if developed in a vertical mixed use development shall not be considered as a specified use in 2.107.05.E. (10/15)

J. **Business, Professional and Social Services:** The following business and professional and service oriented uses are allowed:

- 1. **Finance, insurance and real estate (60, 61, 62, 63, 64, 65, 67)**. (5/98)
- 2. **Hotels, motels and lodging facilities (701)**. (5/98)
- 3. **Personal services (72)** BUT EXCLUDING: power laundries, family and commercial (7211), linen supply (7213), dry cleaning plants,

except rug cleaning (7216), carpet and upholstery cleaning (7217); and industrial laundries (7218). (5/98)

4. **Business services** (73) BUT EXCLUDING disinfecting and exterminating services (7342), building and cleaning services (7349), and equipment rental (735). (5/98)
5. **Watch, clock and jewelry repair** (763). (5/98)
6. **Recreational or athletic clubs.** (5/98)
7. **Health services** (80) BUT EXCLUDING hospitals (806). (5/98)
8. **Legal services** (81). (5/98)
9. **Miscellaneous services** (89). (5/98)
10. **Community or neighborhood clubs.** (5/98)
11. **Parking lots.** (5/98)
12. **Pet Grooming** (6/01)
13. **Veterinary Services** (Section 2.414) (6/15)

K. **Public administration** (91 - 97). (5/98)

2.107.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the MU zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
 1. **Shared housing facilities** (Section 2.403). (5/98)
 2. **Zero side yard dwelling** units (Section 2.404). (5/98)
 3. **Home occupations** (Section 2.407). (5/98)

4. **Bed and breakfast** establishments (Section 2.408). (5/98)
5. **Residential sales offices** (Section 2.409). (5/98)
6. **Public golf course** (SIC 7992) or membership recreation club having golf course (SIC 7997) (Section 2.410). (5/98)
7. **Boat and RV storage** area (Section 2.411). (5/98)
8. **House of Worship** (Section 2.423). (5/98)
9. **Recreational vehicle storage** space (Section 2.413). (5/98)
10. **Electrical substations** (Section 2.426). (5/98)
11. **Wireless Telecommunications Facilities** (Section 2.427). (5/98)
12. **Cottage Cluster Development** without the creation of any new lots (Section 2.432). (6/14)
13. **Mobile Food Vendor** (Section 2.434).

2.107.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Craft Industries**, subject to the provisions in Section 2.421. (5/98)
- B. Transit Station (Section 2.429). (5/09)
- C. Cottage Cluster Development with the creation of new lots (Section 2.432). (6/14)

2.107.05 Use Restrictions

- A. The following uses are not permitted: (04/08)
 1. Farm Use. (5/98)
 2. The rendering, processing, or cleaning of animals, fish, seafoods, fowl, poultry, fruits, vegetables, or dairy products for wholesale use. (5/98)
 3. Any outdoor display or storage of merchandise or materials unless consistent with Section 2.107.05.B.7. (04/08)
 4. Camping or over-night in parking lots. (04/08)

- B. Retail uses as set forth in Section 2.107.02(l) are limited to buildings not exceeding 10,000 square feet of gross leasable area except as provided herein. Such retail uses over 10,000 square feet may be permitted as allowed in an approved master plan subject to meeting the following requirements: (04/08)
1. In addition to the requirements in Section 2.309 (Site and Landscaping Design), provide increased screening and buffering when any portion of the building is located adjacent (as defined in Section 1.200) to existing or planned residential areas so as to adequately screen the building. (04/08)
 2. In addition to the requirements in Section 2.107.06(B), provide increased building setbacks when any portion of the building is located adjacent (as defined in Section 1.200) to existing or planned residential areas. (04/08)
 3. In addition to the requirements in Section 2.315.06, provide increased architectural features such as the use of three differing materials, color, textures, on building facades that are visible from a public street so as to minimize the effect of large blank walls. The elevations of all buildings shall be varied in textures, and material and shall incorporate human scale design elements. Elevations of all buildings shall incorporate no more than fifteen feet between varied vertical elements such as materials, patterns and textures, architectural features such as columns, projections, and differing planes shall be used liberally with no greater than 22 feet between such features. Materials shall be varied at the same frequency as the architectural elements. These materials shall incorporate cultured stone, split face Concrete mortar units (CMU's), as well as smooth faced CMU walls. (10/15)
 4. Include architectural features that reflect those of the remainder of the building around any outdoor garden / nursery area to include such things as hard walls, windows and awnings. (04/08)
 5. Limit any outdoor display or storage of merchandise to the area adjacent to the building. (04/08)
 6. Direct lighting to avoid causing glare onto adjacent properties and be generally low in height, light sources shall not be visible beyond development boundaries. (04/08)
 7. Provide mitigation measures that address adverse traffic and livability impacts in the surrounding neighborhood. This will include such things as enclosing all service equipment and service areas and any other issues identified in a master plan or traffic impact analysis. (04/08)

8. Drive-thru businesses shall have the drive-thru oriented away from both existing and planned residential areas. (04/08)
- C. A retail building of the type described in Section 2.107.02(I) is allowed to exceed the 10,000 square foot limit subject to Master Plan approval and compliance with all requirements of this Chapter. (04/08)
- D. Larger Format Stores.
 1. Retail buildings of the type described in Section 2.107.02(I) that exceed 10,000 square feet (“Larger Format Stores”) require the development of non-retail/non-single family home uses in the Master Plan area that have a total square footage of at least 25% of the gross leasable area of the Larger Format Store. As used herein, “non-retail” shall mean uses other than those listed in Section 2.107.02(I). (04/08)
 2. Larger Format Stores in excess of 80,000 square feet of the type described in Section 2.107.02(I) shall meet the requirement set forth in Subsection D(1) above. In addition to such requirement, for each square foot of vertical mixed use development in the Master Plan area, the Larger Format Store can be increased above 80,000 square feet by an equivalent amount. The mixed use square footage requirements of Subsection D(1) and this Subsection cannot be combined. (04/08)
 3. The development required in Subsections D(1) and D(2) above shall take place in the same Master Plan area. The approved Master Plan shall be conditioned to require such development to be constructed before or concurrently with the Larger Format Store. (04/08)
- E. A limitation of the total floor area for specified uses applies to all of Area C – Keizer Station Center of the Keizer Station Plan. A maximum total floor area shall apply to the uses identified in Section 2.107.02(I). This maximum floor area is set forth in the Keizer Station Plan, however this maximum floor area may change as part of an approved master plan or amended master plan. (06/10)
- F. Proposals to develop properties within Area C of the Keizer Station shall comply with Master Plan requirements outlined in Section 3.113, and also with requirements specified in 2.107.05.G.1 through 6 below. (04/08)
- G. Proposals to develop properties outside of Area C of the Keizer Station shall require approval of a Master Plan and compliance with the following: (04/08)
 1. Pedestrian Access, Safety and Comfort (04/08)

- a. To ensure safe, direct, and convenient pedestrian circulation, development shall provide a continuous pedestrian and/or multi-use path system. (04/08)
 - b. The pathway system shall extend throughout the development site, and connect to all future phases of development, adjacent trails, public parks and open space areas wherever possible. (04/08)
 - c. Pathways with developments shall provide safe, reasonably direct and convenient connections between primary building entrances and all adjacent streets and parking areas. (04/08)
 - d. For all developments subject to Master Plan review, pathways shall connect all building entrances to one another. In addition, pathways shall connect all parking areas, storage areas, recreational facilities and common areas (as applicable), and adjacent developments to the site, as applicable. (04/08)
 - e. Recessed entries, canopies, and/or similar features shall be used at the entries to a building in order to create a pedestrian scale. (04/08)
 - f. The proposal contains an equally good or superior way to achieve the intent of the above criterion and guidelines. (04/08)
2. Vehicular Movement (04/08)
 - a. Encourage traffic to enter and exit the development at locations in a safe manner. (04/08)
 3. Crime Prevention and Security (04/08)

Crime prevention shall be considered in the site design through application of all of the following guidelines: (04/08)

- a. Territoriality – All proposed building entrances, parking areas, pathways and other elements are defined with appropriate features that express ownership. For example, landscaping, fences, pavement treatments, art and signs are some physical ways to express ownership through design. Such features should not conflict with the need for natural surveillance, as described in b.; and (04/08)
- b. Natural Surveillance – The proposed site layout, building and landscape design promote natural surveillance. Physical

features and activities should be oriented and designed in ways that maximize the ability to see throughout the site. For example, window placement, the use of front porches or stoops, use of low or see-through walls, and appropriate use of landscaping and lighting can promote natural surveillance. Sight-obscuring shrubs and walls should be avoided, except as necessary for buffering between commercial uses and lower density residential districts, and then shall be minimized; and (04/08)

- c. Activity Support – The proposed site layout and building design encourage legitimate activity in public spaces. For example, locating outdoor seating in areas that are visible from inside a restaurant helps to discourage crime and supports the activity of dining; and (04/08)
- d. Access Control – By properly siting and designing entrances and exits (i.e., in clear view from the store), and through the appropriate use of lighting, signs and/or other features, the proposed plan controls access in ways that discourage crime; and/or (04/08)
- e. The proposal contains an equally good or superior way to achieve the intent of the above criterion and guidelines. (04/08)

4. Reduced Parking (04/08)

Reduce or waive minimum off-street parking standards. The applicant may request a reduction to or waiver of parking standards based on a parking impact study. The study allows the applicant to propose a reduced parking standard based on estimated peak use, reductions due to easy pedestrian accessibility; availability of transit service, and likelihood of car pool use; and adjacent on-street parking. The parking study is subject to review and approval or modification by the City. (04/08)

5. Creating and Protecting Public Spaces (04/08)

- a. The development provides an appropriate amount of public space as determined by the City Council in addition to sidewalks and landscaping. (04/08)
- b. Public space may be a landscaped open space or plaza with pedestrian amenities, as approved by the City Council. (04/08)

6. Human Scaled Building Design (04/08)

Building facades are designed to a human-scale, for aesthetic appeal, pedestrian comfort, and design character of a development. The City Council may determine architectural character, continuity of building sizes, roof forms, rhythm of window and door spaces and the general relationship of buildings to public spaces such as street, plazas, other open space and public parking. (04/08)

The proposal contains an equally good or superior way to achieve the intent of the above criterion and guidelines. (04/08)

In addition, the provisions within Section 3.113.05 apply.

2.107.06 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex or Multi-Family	Commercial	Mixed Use
Lot Size	4,000 sq. ft. (1)	6,000 sq. ft. (2)	None (3)	None (3)
Average Width	40 feet	50 feet	None	None
Average Depth	70 feet	80 feet	None	None
Maximum Height	35 feet	50 feet	50 feet	50 feet(4)

- (1) *A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet. (5/98)*
- (2) *Multi-family development must comply with the density standard in Section 2.107.07.I (06/07)*
- (3) *Parcel size shall be adequate to contain all structures within the required yard setbacks. (06/07)*
- (4) *Height of vertical mixed use development may exceed this limitation without a concurrent variance and maximum height will be determined during master plan process. (04/08)*

B. Minimum Yard Setback Requirements

SETBACKS (5)	Single Family or Duplex	Multi-Family	Commercial	Mixed Use
Front	10 feet (7)	10 feet (1)	10 feet (1)	10 feet (1)
Side	5 feet (2)	10 feet	(4)	(4)
Rear	(3)	(3)	(4)	(4)
Street-side	10 feet	10 feet	10 feet	10 feet
Garage entrance (6)	20 feet	20 feet	20 feet	20 feet

- (1) *For all MU zoned property fronting Cherry Avenue south of Manbrin Drive the minimum setback shall be 5 feet and the maximum shall be 10 feet for yards adjacent to Cherry Avenue. The maximum setback shall apply to the primary wall of the building. Indentations in the primary wall, such as alcoves, courtyards, etc. have no maximum setback. (5/98)*
- (2) *Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)*
- (3) *The rear yard setback shall be as follows: 14 feet for a 1-story single family home, duplex, or multi-family building; 20 feet for a 2-story single family home, duplex, or multi-family building. Setbacks are to be measured from the architectural rear of the building regardless of the building's orientation to the property lines. (06/07)*
- (4) *The rear and side yard setbacks adjacent to a residential zone shall be no less than the minimum rear yard setback of the zone on the adjacent property. In no case shall the setback be less than 10 feet, except there is no required setback adjacent to a non-residential zone. (5/98)*
- (5) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street. (5/98)*
- (6) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)*
- (7) *The minimum front setback from an access easement shall be ten (10) feet. (10/15)*

2.107.07 Development Standards

All development in the MU Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the MU zone shall comply with the following standards: (5/98)
 - 1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 - 2. Residential structures with four or more attached dwelling units¹ including Cottage Cluster Developments), and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (6/14)
 - 3. For MU zoned property fronting Cherry Avenue south of Manbrin Drive; residential use shall occupy no less than 35% and no more than 65% of the building floor area on any property. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** All required yards shall be landscaped. Landscaped areas shall be landscaped as provided in Section 2.309. The minimum landscaped area requirements shall be as follows: (5/98)

Commercial development:	15%
Mixed commercial and residential development:	20%
Residential development:	25%

- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be as follows: (5/98)

Commercial development:	85%
Mixed commercial and residential development:	80%
Residential development:	75%

- I. **Density:**

1. For property zoned MU as identified in the Keizer Station Plan, the minimum density for subdivisions, partitions, multi-family or any residential development shall be a minimum 8 units per acre and a maximum 24 units per acre, except there shall be no minimum residential density requirement for multi-family development within a mixed use building. (12/03)

The minimum density for multi-family development shall be 8 units per acre; the maximum density shall be 24 units per acre, except there shall be no minimum residential density requirement for multi-family development within a mixed use building. (05/98)

2.109 COMMERCIAL RETAIL (CR)

2.109.01 Purpose

The purpose of the CR (Commercial Retail) zone is to provide areas suitable for professional and general commercial offices, retail sales within a building, eating and drinking places, commercial accommodations and commercial services. The Commercial Retail zone is appropriate in those areas designated Commercial in the Comprehensive Plan when the location has access to a collector or arterial street. (5/98)

2.109.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the CR zone:

- A. **One dwelling unit in conjunction with the commercial uses(s)** of the lot. (5/98)
- B. **Offices for any use listed in SIC Division C - Construction.** (5/98)
- C. Post offices (43). (5/98)
- D. **Building materials, hardware, retail nurseries, and garden supply** (52) except mobile home dealers (527). (5/98)
- E. **General merchandise stores** (53). (5/98)
- F. **Food stores** (54). (5/98)
- G. **Auto and home supply stores** (553). (5/98)
- H. **Eating and drinking places** (58) except as provided in Section 2.109.05. (10/14)
- I. **Miscellaneous retail** (59) except fuel and ice dealers (598) provided all display is within a building. (5/98)
- J. **Vehicle sales and secondary repair** except as provided in Section 2.109.05. (10/14)
- K. **Finance, insurance, and real estate** (60, 61, 63, 64, 65, 66 and 67). (5/98)
- L. **Hotels, motels, and tourist courts** (701). (5/98)
- M. **Membership organizations** (86). (5/98)

- N. **Public utility structures and buildings** except as provided in Section 2.109.05. (10/14)
- O. Uses prescribed in Section 2.203 (4/12)
- P. **Unlimited number of guest rooms** including **rooming and boarding houses** (702), organization hotels and lodging homes on membership basis (704). (5/98)
- Q. **Signs** (Section 2.308) (4/12)
- R. **Miscellaneous amusement and recreation services** (799) except golf courses (7992) and amusement parks (7996). (5/98)
- S. **Landscape counseling and planning** (0781). (5/98)
- T. **News dealers and newsstands** (5994). (5/98)
- U. **Commercial printing** (275). (5/98)
- V. **Communications** (48). (5/98)
- W. **Apparel and accessory stores** (56). (5/98)
- X. **Furniture, home furnishings, and equipment stores** (57). (5/98)
- Y. **Electrical and lighting shops and office machines and equipment stores.** (5/98)
- Z. **Personal services** (72) except carpet and upholstery cleaning (7217) and industrial launderers (7218). (5/98)
- AA. **Business services** (73) except disinfecting and exterminating services (7342) and research and development laboratories (7391). (5/98)
- BB. **Automobile parking** (752) except as provided in Section 2.109.05. (10/14)
- CC. **Watch, clock, and jewelry repair** (763). (5/98)
- DD. **Motion picture distribution** and allied services (782). (5/98)
- EE. **Motion picture theaters** (783) except drive-ins (7838). (5/98)
- FF. **Dance halls, studios, and schools** (791). (5/98)

- GG. **Theatrical producers** (except motion pictures), **bands, orchestras**, and **entertainers** (792). (5/98)
- HH. **Bowling alleys** and **billiard and pool establishments** (793). (5/98)
- II. **Health services** (80) except hospitals (806). (5/98)
- JJ. **Ambulance service**. (5/98)
- KK. **Legal services** (81). (5/98)
- LL. **Educational services** (82). (5/98)
- MM. **Social services** (83). (5/98)
- NN. **Museums, art galleries, botanical and zoological gardens** (84). (5/98)
- OO. **Miscellaneous services** (89). (5/98)
- PP. **Executive offices** (911). (5/98)
- QQ. **Executive and legislative combined** (913). (5/98)
- RR. **Finance, taxation, and monetary policy** (93). (5/98)
- SS. **Administration of human resources programs** (94). (5/98)
- TT. **Administration of environmental quality and housing programs** (95). (5/98)
- UU. **Administration of economic programs** (96). (5/98)
- VV. **National security** and **international affairs** (97). (5/98)
- WW. **Automotive Dealers** (55) but excluding gasoline service stations (554) except as provided in Section 2.109.05. (10/14)
- XX. **Residential home care** and **adult residential home care**.
- YY. **Printing & Publishing**
- ZZ. **Child foster home** for five or fewer children as a secondary use. (6/99)
- AAA. **Pet Grooming** (6/01)
- BBB. **Transit Facilities** (Section 2.305). (5/09)

2.109.03 Special Permitted Uses (10/14)

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the CR zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (10/14)
- B. **Subdivision**, subject to the provisions in Section 2.310. (10/14)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (10/14)
- D. **Gasoline service stations** (554) (Section 2.419) except as provided in Section 2.109.05 below. (10/14)
- E. **Used Merchandise Store** (Section 2.417) provided all display is within a building. (4/12)
- F. **Religious organizations** (Section 2.423) (4/12)
- G. **Veterinary services** (074) (Section 2.414) (4/12)
- H. **Recreational vehicle parks** (7033) (Section 2.412) except as provided in Section 2.109.05 below (10/14)
- I. **Bed and breakfast establishments** (Section 2.408) (4/12)
- J. **Adult entertainment business** (Section 2.418) (4/12)
- K. **Accessory commercial uses** (Section 2.416) (4/12)
- L. **Medical Marijuana Facilities** (Section 2.433) (10/14)

M. Marijuana Retailer (Section 2.433) (1/16)

M.N. Mobile Food Vendor (section 2.434).

2.109.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Water supply** (494). (5/98)
- B. **Carpet and upholstery cleaning** (7217). (5/98)

- C. **Automotive rental and leasing, without drivers** (751) except as provided in Section 2.109.05 below. (4/12)
- D. **Automotive repair shops** (753) except as provided in Section 2.109.05 below. (4/12)
- E. **Automotive services**, except repair (754) except as provided in Section 2.109.05 below. (4/12)
- F. **Electrical repair shops** (762). (5/98)
- G. **Reupholstery and furniture repair** (764). (5/98)
- H. **Professional sports clubs and promoters** (7941). (5/98)
- I. **Utilities - secondary truck parking and material storage yard** except as provided in Section 2.109.05. (10/14)
- J. **Manufacture of jewelry, silverware, and plated ware** (391). (5/98)
- K. **Manufacture of costume jewelry, novelties, buttons, etc.** (396). (5/98)
- L. **Local and suburban passenger transportation** (411). (5/98)
- M. **Intercity and rural highway passenger transportation** within 2,000 feet from the center point of an I-5 interchange and having direct access onto a major arterial (413). (4/12)
- N. **Transit Station** (Section 2.429). (05/09)

2.109.05 Prohibited Uses

The following uses are prohibited from the any property fronting on River Road or Chemawa Road in the following area; the west side of River Road between 5119 River Road on the north and Janet Avenue extended on the south; the east side of River Road between Claggett Street on the north and James Avenue on the south; and either side of Chemawa Road between Elizabeth Street on the west and Bailey Road on the east. This prohibition does not apply to any business facility, legally established as of the date of the adoption of this Ordinance, which as of that date has drive-through window facilities. (5/98)

- A. **Gasoline service stations** (554) (Section 2.419). (4/12)
- B. **Drive-Through windows or car service associated with eating and drinking places** (58). (5/98)

- C. **Vehicle sales and secondary repair.** (5/98)
- D. **Public utility structures and buildings.** (5/98)
- E. **Recreational vehicle parks (7033) (Section 2.412)** (4/12)
- F. **Automobile parking not associated with an allowed use (752).** (5/98)
- G. **Automotive Dealers (55).** (5/98)
- H. **Automotive rental and leasing, without drivers (751).** (5/98)
- I. **Automotive repair shops (753).** (5/98)
- J. **Automotive services, except repair (754).** (5/98)
- K. **Utilities – secondary truck parking and material storage yard.** (4/12)

2.109.06 Use Restrictions

A limitation of the total floor area of specified uses applies to all of Area C – Keizer Station Center of the Keizer Station Plan. A maximum total floor area shall apply to the uses identified in Sections 2.109.02 (D) – (M), (Z), (CC) – (EE), (CCC) and (DDD). This maximum floor area is set forth in the Keizer Station Plan, however this maximum floor area may change as part of an approved master plan or amended master plan. (06/10)

2.109.07 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Commercial	Mixed Use
Lot Size	None (1)	None (1)
Average Width	None	None
Average Depth	None	None
Maximum Height	50 feet	50 feet

- (1) *Parcel size shall be adequate to contain all structures within the required yard setbacks and, where applicable, comply with residential density standards in Section 2.107.07.* (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Commercial	Mixed Use
Front	10 feet	10 feet
Side	(1)	(1)
Rear	(1)	(1)
Street-side (2)	10 feet	10 feet
Garage entrance (3)	20 feet (3)	20 feet (3)

- (1) *The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. (5/98)*
- (2) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street. (5/98)*
- (3) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)*

2.109.08 Development Standards

All development in the CR Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements. If a conflict exists with a specific standard found in this section and a standard found elsewhere in this Ordinance, the standard in this section shall govern. (5/98)

A. Off-street parking:

1. Parking shall be as specified in Section 2.303. In the event that on-street parking is provided, on-street parking that abuts the property can be used to meet the standard. (5/98)
2. No off-street parking is required for uses above the ground floor. (5/98)
3. The off-street parking requirement for residential uses is one space per unit. (5/98)

4. If mixed uses on the ground floor exhibit peak parking demand at different times, the resulting parking requirement is limited to the number of spaces generated at the highest combined peak demand at any one particular time. (For example, if there is a movie theater exhibiting peak parking demand between 7:00 and 10:00 PM with a total requirement of 100 spaces, and a pet store exhibiting peak demand between 1:00 and 5:00 PM with a requirement of 50 spaces, the total requirement for the building would be 100 spaces.)
- B. Subdivisions and Partitions. Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- C. Yards and Lots. Yards and lots shall conform to the standards of Section 2.312. (5/98)
- D. Signs. Signs shall conform to the requirements of Section 2.308. (5/98)
- E. Accessory Structures: Accessory structures shall conform to requirements in Section 2.313. (5/98)
- F. Storage, Trash, and Service Functions: Storage areas, trash, recycling, utilities and other service functions shall be located within the main structure if possible. If any of the above functions are located outside the main structure, the area containing the function must be screened with a solid, durable structure that is architecturally related to the building. (5/98)
- G. Landscaping-General: All required yards shall be landscaped. Landscaped areas shall be landscaped as provided in Section 2.309. The minimum landscaped area is 10%. (5/98)
- H. Landscaping-Parking Lots: One tree shall be provided for every eight parking spaces in parking lots. The trees shall be dispersed throughout the parking lot in minimum four by four foot planters located between parking spaces. (5/98)
- I. Lot Coverage: The maximum coverage allowed for buildings, accessory structures and paved parking shall be as follows: (5/98)

	<u>Max.</u>	<u>Min</u>
Commercial development:	90%	50%

2.109.09 Design Standards

All development in the CR Zone shall comply with the applicable design standards described below:

Building Design Standards. Primary buildings shall comply with the following design standards: (5/98)

1. Design Standards - Unless specifically modified by provisions in this Section, buildings located within the CR zone shall comply with the following standards: (5/98)
 - a. Non-residential structures shall comply with the provisions in Section 2.315 – Development Standards. (4/12)
 - b. Residential structures shall comply with the provisions in Section 2.314 – Standards for Single Family Dwellings. (4/12)

2.112 COMMERCIAL GENERAL (CG)

2.112.01 Purpose

The purpose of the CG (Commercial General) zone is to provide areas suitable for warehousing, wholesale commercial sales and services with related outdoor storage or retail sales. The Commercial General zone is appropriate in those areas designated Commercial in the Comprehensive Plan where the location has access to an arterial street or highway for transport of bulk materials and where the noises, lights, odors, and traffic hazards associated with permitted uses will not conflict with local streets. (5/98)

2.112.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the CG zone:

- A. **One dwelling unit in conjunction with the commercial use(s)** of the lot. (5/98)
- B. **Recycling Depots.** (5/98)
- C. **Auctions yards.** (5/98)
- D. **Landscape and horticultural services (078).** (5/98)
- E. **Construction contractor's offices** and related outdoor storage (15, 16, 17) (5/98)
- F. **Printing and publishing (27).** (5/98)
- G. **Transportation and Utilities.** (5/98)
 - 1. Transportation, communication, electric, gas, and sanitary services (40 - 49). (5/98)
 - 2. Utilities - secondary truck parking and material storage yard. (5/98)
 - 3. Public utility structures and buildings. (5/98)
- H. **Wholesale trade (50)** except scrap and waste materials (5093). (5/98)
- I. **Retail Trade.** (5/98)
 - 1. Building materials, hardware, retail nurseries, and garden supply (52). (5/98)

2. General merchandise stores (53). (5/98)
3. Food stores (54). (5/98)
4. Automobile, recreational vehicle or trailer sales and supply stores (55), BUT EXCLUDING gasoline service stations (554). (5/98)
5. Apparel and accessory stores (56). (5/98)
7. Furniture, home furnishings, and equipment stores (57). (5/98)
8. Eating and drinking places (58). (5/98)
9. Miscellaneous retail (59). (5/98)
10. Electrical and lighting shops, office machines and equipment stores, and tractor and farm equipment shops. (5/98)

J. **Business, Professional and Social Services.** (5/98)

1. Finance, insurance, and real estate (60, 61, 62, 63, 64, 65, 67). (5/98)
2. Personal Services (72). (5/98)
3. Business services (73). (5/98)
4. Automotive repair services and garages (75). (5/98)
5. Miscellaneous repair services (76). (5/98)
6. Motion picture production and allied services (78), BUT EXCLUDING drive-ins (7832). (5/98)
7. Amusement and recreation service (79), BUT EXCLUDING racing (7948). (5/98)
8. Pet Grooming (6/01)

K. **Public Administration.** (5/98)

1. Fire protection (9224). (5/98)

L. **Child foster home** for five or fewer children as a secondary use. (6/99)

2.112.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the CG zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. The following special uses subject to the applicable standards in Section 2.4:
 - 1. **Veterinary services** (074) (Section 2.414). (5/98)
 - 2. **Funeral service** and crematories (726) (Section 2.415). (5/98)
 - 3. **House of Worship** (Section 2.423). (5/98)
 - 4. **Used Merchandise Store** (Section 2.417). (5/98)
 - 5. **Home occupations** (Section 2.407). (5/98)
 - 6. **Adult entertainment business** (Section 2.418). (5/98)
 - 7. **Service stations** (554) (Section 2.419). (5/98)
 - 8. **Recreational vehicle storage** space (Section 2.413). (5/98)
 - 9. **Wireless Telecommunications Facilities (Section 2.427)**. (5/98)
 - 10. **Medical Marijuana Facilities** (Section 2.433). (10/14)
 - 11. **Marijuana Retailer** (Section 2.433) (1/16)
 - 11.12. **Mobile Food Vendor** (Section 2.434).

2.112.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Craft Industries**, subject to the provisions in Section 2.421. (5/98)

2.112.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

LOT SIZE	The parcel size shall be adequate to contain all structures within the required yard setbacks.
STRUCTURE HEIGHT	50 feet provided required setbacks shall be increased 1 foot for every foot the structure height exceeds 35 feet.

B. Minimum Yard Setback Requirements

ADJACENT PROPERTY USE

SETBACKS	Single Family or Duplex	Multi-Family	Commercial	Industrial
Front	5 feet	5 feet	5 feet	5 feet
Side	(1)	(1)	(1)	(1)
Rear	(1)	(1)	(1)	(1)
Street-side (2)	5 feet	5 feet	5 feet	5 feet
Garage entrance (3)	20 feet	20 feet	20 feet	20 feet

- (1) *The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. For the CG zone, the rear yard setback is 0 feet. (5/98)*
- (2) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street. (5/98)*
- (3) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)*

2.112.06 Development Standards

All development in the CG Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking.** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the CG zone shall comply with the Development Standards in Section 2.315. A caretaker's dwelling shall comply with the design standards in Section 2.314. (5/98)
- C. **Subdivisions and Partitions.** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots.** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs.** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** A minimum of 10% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The combined maximum building and parking area coverage shall not exceed 90%. (5/98)

2.113 INDUSTRIAL BUSINESS PARK (IBP)

2.113.01 Purpose and Uses

- A. Purpose. The IBP zone is intended to provide for high quality light industrial and office parks with related commercial uses. It sets high design standards focusing on visual aesthetics, while providing a framework for the marketplace to work within creating vibrant, economically viable commerce centers. (5/98)
- B. Classification of Uses: Most permitted, special, and conditional uses are classified with reference to the Standard Industrial Classification (SIC), Manual, Numbers in parenthesis following a use designation indicate that the use is listed and described under the number in the SIC. Where particular activities otherwise included under a SIC category are excluded from the permitted, a special, or conditional uses, those particular activities are listed, preceded by the words, "BUT EXCLUDING" following the more general category from which they are excluded. Particular activities thus excluded may or may not be listed in other sections of this chapter. The IBP zone may be utilized in conjunction with overlay zones, such as the AC (Activity Center) overlay zone used within the Keizer Station Plan, which may include use and development standards which are more restrictive than those found in this chapter. (02/03)

2.113.02 Permitted Uses.

The following uses, when developed under the general development standards in this zoning code applicable to the IBP district and to all such uses, generally, are permitted in the IBP district: (5/98)

- A. **Agriculture forestry and fishing;** (5/98)
 - 1. Agricultural production-crops (01). (5/98)
- B. **Manufacturing;** (5/98)
 - 1. Grain mill products (204). (5/98)
 - 2. Bakery products (205). (5/98)
 - 3. Beverages (208). (5/98)
 - 4. Miscellaneous food preparations and kindred products (209). (5/98)
 - 5. The manufacture of meat products (201) but excluding both meat packing plant and any on site abattoirs and slaughtering (2011),

rendering of fats (2077), processing of hides and maintenance of live animals or fowl. (5/98)

6. Textile mill products (22). (5/98)
7. Apparel and other finished products made from fabrics and similar products (23). (5/98)
8. Wood kitchen cabinets (2434). (5/98)
9. Nailed and lock corner wood boxes and shook (2441). (5/98)
10. Wood products, not elsewhere classified (2499). (5/98)
11. Furniture and fixtures (25). (5/98)
12. Paperboard containers and boxes (265). (5/98)
13. Printing, publishing, and allied industries (27). (5/98)
14. Drugs (283). (5/98)
15. Soaps detergents, and cleaning preparations, perfumes, cosmetics, and other toilet preparations (284). (5/98)
16. Miscellaneous plastic products (308). (5/98)
17. Leather and leather products (31) BUT EXCLUDING leather tanning and finishing (311). (5/98)
18. Glass products, made of purchased glass (323). (5/98)
19. Pottery and related products (326). (5/98)
20. Metal cans and shipping containers (341). (5/98)
21. Cutlery, hand tools, and general hardware (342). (5/98)
22. Heating equipment, except electric and warm air, and plumbing fixtures (343). (5/98)
23. Fabricated structural metal products (344). (5/98)
24. Screw machine products, and bolts, nuts, screws, rivets, and washers (345). (5/98)
25. Metal forgings and stampings (346). (5/98)

26. Metalworking machinery and equipment (354). (5/98)
 27. Special industry machinery, except metalworking machinery (355). (5/98)
 28. Pumps and pumping equipment (3561). (5/98)
 29. Office, computing, and accounting machines (357). (5/98)
 30. Electrical and electronic machinery, equipment, and supplies (36). (5/98)
 31. Transportation Equipment (37). (5/98)
 32. Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks (38). (5/98)
 33. Miscellaneous manufacturing industries (39). (5/98)
- C. **Transportation, communications, electric, gas, and sanitary services;**
1. Motor freight transportation and warehousing (42). (5/98)
 2. Communication (48). (5/98)
 3. Public Utility Structures and Buildings (49). (5/98)
- D. **Wholesale trade-nondurable goods** (51) BUT EXCLUDING poultry and poultry products (5144), livestock (5154), farm-product raw materials, not elsewhere classified (5159), chemicals and allied products (5169), tobacco and tobacco products (5194), and nondurable goods, not elsewhere classified (5199). (5/98)
- E. **Wholesale trade-durable goods** (50) BUT EXCLUDING automobiles and other motor vehicles (501), lumber and other construction materials (503), coal and other minerals and ores (5052), construction and mining machinery and equipment (5082) and scrap and waste materials (5093). (5/98)
- F. The uses (b) through (e), excluding c) iii) shall:
1. Be within an enclosed building; and
 2. Permit retail sales of products manufactured on the site. (5/98)

G. **Services** (5/98)

1. Computer and data processing services (737). (5/98)
2. Research and development laboratories (873). (5/98)
3. Management, consulting, and public relations services (874). (5/98)
4. Noncommercial educational, scientific, and research organizations (8733). (5/98)

H. **Public administration;** (5/98)

1. Public order and safety (922) except correctional institutions (9223). (01/07)

I. **Office Uses;** (5/98)

1. Any use allowed in Section 2.108, Commercial Office excluding those residential uses listed in 2.108.02.A, B, C, PP, and RR. (5/98)

J. **Retail trade;** (5/98)

1. Eating and drinking places (58). (5/98)

K. **Finance, Insurance, and Real Estate;** (5/98)

1. Commercial and Stock Savings Banks (602). (5/98)
2. Mutual Savings Bank (603). (5/98)
3. Savings and Loan Associations (603). (5/98)
4. Personal Credit Institutions (606). (5/98)

L. **Services** (07/06)

1. Hotels, motels, and tourist courts (7011). (5/98)
2. **Day care facility** for 17 or more children consistent with state regulations. (8351). (4/16)
3. Membership sports and recreation clubs (7997). (5/98)
4. Amusement and recreation (79), BUT EXCLUDING golf courses (7992) and amusement parks (7996). (2/03)

5. Motion pictures (78), BUT EXCLUDING drive-in motion picture theaters (7833). (07/06)
6. Public and private sports facilities including but not limited to stadiums, arenas, ice rinks, parks, and aquatic facilities. (2/03)
7. Miscellaneous services. (5/98)

M. Transit facilities. (05/09)

N. Flexible Space Uses

1. The following uses, when restricted, developed, and conducted as required in subsections 2 and 3 below, are permitted in the IBP district
 - a. Food Stores (54). (5/98)
 - b. Apparel and Accessory Stores (56). (5/98)
 - c. Furniture, Home Furnishings and Equipment Stores (57). (5/98)
 - d. Miscellaneous Retail (59); BUT EXCLUDING used merchandise stores (5932). (5/98)
 - e. Business Services (73). (5/98)
 - f. Miscellaneous Repair Services (76). (5/98)
2. In the Keizer Station Plan where Flexible Space uses are to be developed within the IBP district, the following development limits apply; (02/03)
 - a. No single building shall be more than 25,000 square feet in area, with no more than 10,000 square feet to be utilized for any individual use listed in subsection 1(a) through (d). (7/04)
 - b. The aggregate floor area for uses devoted to food stores (54), apparel and accessory stores (56), furniture, home furnishings, and equipment stores (57), and miscellaneous retail (59) shall not exceed two percent of the total land area in the IBP district. "IBP district" is defined as IBP zoned property within the Keizer Station, including any internal public streets. In no case shall each contiguously zoned IBP

district within the Keizer Station exceed 32,400 square feet of Flexible Use Space as set forth in sub-sections 1.a through d. (7/04)

- c. The area developed in all flexible space uses shall in the aggregate not exceed 30 percent of the gross area of the IBP district. (5/98)
 - d. Any outdoor storage area shall:
 - i. Be no more than 3,000 square feet per building and shall not be aggregated with the storage of another building;
 - ii. Be enclosed with a sight-obscuring fence or wall;
 - iii. Have at least one side coterminous with the building that it serves;
 - iv. Have no opening within fifty feet and visible from any property boundary; and
 - v. Meet the other applicable requirements of this ordinance. (5/98)
 - e. Loading doors shall have no opening within seventy five feet and visible from any street or property boundary. (5/98)
 - f. Buildings fronting a street and within fifty feet of an abutting property shall have glass frontage not less than thirty-five percent of the area of the street front wall. (5/98)
 - g. All buildings shall be capable of development as flexible industrial space. (5/98)
3. For land that is outside of the Keizer Station where no master plan is established and where Flexible Space uses are to be developed the following development limits apply; (01/07)
- a. Properties to be developed with Flexible Space uses shall have frontage along an arterial street. (01/07)
 - b. Any outdoor storage area shall: (01/07)
 - i. Be enclosed with a sight-obscuring fence or wall; (01/07)

- ii. Have at least one side coterminous with the building that it serves; (01/07)
 - iii. Have no opening for loading that is within fifty feet of a property boundary unless it is screened in accordance with provisions as specified in Section 2.113.05; and (01/07)
 - iv. Meet the other applicable requirements of this ordinance. (01/07)
- c. Buildings fronting a street shall have not less than thirty-five percent of the area of the street front wall with windows, displays or doorway openings. (01/07)

O. **Wireless Telecommunications Facilities** (Section 2.427). (5/98)

P. **Medical Marijuana Facilities** (Section 2.433). (10/14)

Q. **Marijuana Grow Site** (Section 2.433). (10/14)

R. **Marijuana Retailer** (Section 2.433). (1/16)

S. **Marijuana Processor** (Section 2.433). (1/16)

T. **Marijuana Producer** (Section 2.433). (1/16)

U. **Marijuana Wholesaler** (Section 2.433). (1/16)

V. **Mobile Food Vendor** (Section 2.434).

2.113.03 Conditional Use

The following uses may be permitted subject to obtaining a conditional use permit:

A. **Transit Station** (Section 2.429). (05/09)

2.113.04 Prohibited Uses.

Within any IBP district, no building, structure, or land shall be used, erected, structurally altered, or enlarged for any use not permitted under this chapter. (5/98)

2.113.05 Industrial Performance Standards.

In an IBP district no land or structure shall be used or occupied unless maintained and operated in continuing compliance with all applicable standards adopted by the Oregon Department of Environmental Quality (DEQ), including the holding of all licenses and permits required by DEQ regulation, local ordinance, and state and federal law. (5/98)

2.113.06 Development Standards

- A. **Design Standards** – Unless specifically modified by provisions in this Section, buildings located within the IBP zone shall comply with the Development Standards in Section 2.315. (5/98)
- B. **Location Standards.** (5/98)
 - 1. Each IBP district shall have direct access onto an arterial or collector street. (5/98)
 - 2. Access to a local street abutting the district shall not be permitted from any lot within the IBP district; except that, access may be permitted to a local street if 75 percent of the property is zoned industrial or designated industrial in the Keizer Comprehensive Plan along both sides of the street for a distance of 600 feet from the center line of a proposed access in both directions along the street, or for the distance from said centerline to the next intersecting arterial or collector street in both directions, whichever is less. (5/98)
 - 3. Calculation of the percent of industrial property shall be based upon the street frontage of properties having frontage on the local street within the described distance of the centerline of the proposed access. (5/98)
 - 4. The Zoning Administrator may require street right-of-way and improvements for streets abutting or within the IBP district in accordance with the Development Code, except that for local streets to which access is not allowed under 2. above, the Zoning Administrator may only require right-of-way dedication, and not improvements. (5/98)
- C. **Height.** Within the IBP district buildings and structures erected, altered or enlarged shall not exceed 100 feet in height, except for the area within 50 feet of any residential zone where the maximum height shall be 15 feet. (5/98)
- D. **Lot Area and Dimensions.** There are no minimum lot area requirements in an IBP district. (5/98)

E. Yards Adjacent to Streets. Within an IBP district:

1. Along the full extent of each lot line adjacent to a street, there shall be a required yard 20 feet in depth. (5/98)
2. Setbacks for accessory building and structures, except fences, shall be the same as for primary buildings. (5/98)
3. No parking will be allowed in required yards. (5/98)
4. No buildings or structures except transit shelters approved by the Salem Area Transit District shall be permitted in a required yard adjacent to a street. (5/98)

F. Yards Adjacent to Other Districts. (5/98)

1. Where an IBP district within the Keizer Station Plan abuts any other district, except another "I" district, directly or across an alley, there shall be a required yard 40 feet in depth adjacent to the lot line separating the IBP district from the abutting district. (5/98)
2. Where an IBP district not within the Keizer Station Plan abuts any other district, except another "I" district, directly or across an alley, there shall be a required yard 15 feet in depth plus 1 foot of depth for each foot of building height over 10 feet, adjacent to the lot line separating the IBP district from the abutting district. (5/98)
3. Where an IBP district within the Keizer Station Plan abuts another "I" district, directly or across an alley, there shall be a required yard 20 feet in depth adjacent to the lot line separating the IBP district from the abutting district. (5/98)
4. No buildings or structures shall be permitted in a required yard adjacent to an abutting district. (5/98)
5. All parking shall be set back at least 20 feet from the lot line separating the IBP district from the abutting district. (5/98)
6. Driveways shall be set back at least 20 feet from the lot line separating the IBP district from the abutting district, except where the driveway provides direct access to the abutting property or to a street. (5/98)

G. Side and Rear Yards. Notwithstanding Section 2.113.05.F, There are no side or rear yard requirements in the IBP district except:

1. As may be required for a yard adjacent to another district as defined above. (5/98)
 2. Where a side or rear yard is not required but is provided it shall:
 - a. Be at least ten feet in depth;
 - b. Not include buildings, structure, parking or driveways; and
 - c. Be landscaped. (5/98)
 3. Driveways and accessways shall set back at least ten feet from property lines, except where the driveway or accessway provides direct access to an adjacent street, or where a common driveway is provided along a lot line between two separately owned properties. In case of the latter exception, at least ten feet of landscaped yard shall exist parallel and along each side of the common driveway. (07/06)
- H. **Lot Coverage.** Each lot within an IBP district shall have a least 20 percent of its gross area landscaped; that portion of the required yards, which are landscaped, may be included in the calculation to meet the 20 percent landscaped area. (5/98)
- I. **Open Storage**
1. Open storage of materials and equipment is prohibited in required yards, but is otherwise permitted provided that such storage is enclosed with a sight-obscuring fence, wall or berm at least six feet in height, or a sight obscuring hedge no less than four feet in height and capable of obtaining a height of six feet within two years, any of which shall be located on the property at the required set back line in the same manner as if such berm, fence, wall, or hedge were a building. (5/98)
 2. Materials and equipment stored as permitted in this section shall be no more than 14 feet in height above the elevation of the storage area. (5/98)
- J. **Landscaping**
1. Landscaping shall meet the requirements of the Keizer Development Code as well as the following requirements. (5/98)
 2. Required yards shall include the following plant materials:. (5/98)

**Number of Plant Units or Square Feet of Living Ground Cover
Per 1000 Square Feet of Landscaped yard**

Plant Type	Boundary of IBP District	Other Locations
Trees	2	1
Shrubs	5	3
Evergreens and Conifers	1	
Living Ground Cover	500 sq. ft.	500 sq. ft.

3. Plant units shall be distributed not less than two units per each 100 linear feet of boundary or lot line and each ten feet of depth. (5/98)
4. Plant units meeting the above standards shall also be planted and maintained in any planting strip or area within the public right of way adjacent to a use. Trees within the planting strip shall be in conformance with City standards for street trees. (5/98)

K. Off-Street Parking and Loading. Within an IBP district all uses shall meet the requirements of the Parking Chapter of the Keizer Development Code as well as the additional requirements of this section:

1. **Parking**
 - a. All parking shall be set back at least ten feet from all interior property lines. (5/98)
 - b. Transit stop(s) approved, as to location, design and construction, by the Keizer Area Transit District may satisfy five percent of the parking space requirements for building sites located within 400 feet of any such transit stop(s). (5/98)
 - c. A ride sharing program approved by the Director of Public Works may satisfy five percent of the parking space requirements. (5/98)
 - d. Bicycle parking at a ratio of one bicycle space for each twenty vehicle parking spaces may satisfy three percent of the parking space requirements. (5/98)

2. Loading
 - a. All loading spaces shall be screened from adjacent property by a sight-obscuring fence, wall, hedge, or berm at least four feet in height. (5/98)
 - b. Loading docks and loading doors shall be screened from the street by landscaping and shall be offset from driveway openings. (5/98)
- L. **Lighting.** Exterior lights fixtures shall be so located and designed that the light source, viewed by an observer five feet above the ground and five feet outside the boundary of the IBP district, shall within 50 feet of the base of the light standard be either:
 1. Completely shielded from direct view, or. (5/98)
 2. Not greater than five foot candles. (5/98)

2.114 GENERAL INDUSTRIAL (IG)

2.114.01 Purpose

The purpose of the IG (General Industrial) zone is to provide appropriate areas suitable for warehousing primary and secondary processing, packaging, fabricating of finished goods and equipment with related outdoor storage and incidental sales. The General Industrial zone is appropriate in those areas designated General Industrial in the Comprehensive Plan where the location has access to an arterial street or highway for transport of bulk materials and where the noises, lights, odors, and traffic hazards associated with permitted uses will not conflict with local and collector streets. (5/98)

2.114.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the IG zone:

- A. **Dwelling unit or guest room for a caretaker** or watchman on the premises being cared for or guarded. (5/98)
- B. **Recycling depots.** (5/98)
- C. **Agricultural services (07).** (5/98)
- D. **Construction contractor's offices** and related outdoor storage (15, 16, 17). (5/98)
- E. **Manufacturing and Assembly (20-39); BUT EXCLUDING.** (5/98)
 - 1. Pulp, paper and paper board mills (261, 262, 263, 266). (5/98)
 - 2. Agricultural chemicals (287) and miscellaneous chemical products (289). (5/98)
 - 3. Leather tanning and finishing (311). (5/98)
 - 4. Cement (324); structural clay products (325), concrete, gypsum and plaster products (327) and abrasive, asbestos and miscellaneous non-metallic mineral products (329). (5/98)
 - 5. Metal forgings and stamping (346) and ordnance and accessories (348). (5/98)
 - 6. Storage batteries (3691) and primary batteries (3692),. (5/98)
- F. **Transportation, utilities and communication (40 - 49), BUT EXCLUDING travel agencies (4722).** (5/98)

- G. **Wholesale trade** (50, 51), BUT EXCLUDING scrap and waste materials establishments (5093) livestock (5154). (5/98)
- H. **Food stores and eating and drinking places** (58). (5/98)
- I. **Business and Professional Services:** The following business and professional services are permitted provided the gross floor area shall not exceed 10,000 square feet. (5/98)
 - 1. Cleaning services, including power laundries, family and commercial (7211), dry cleaning plants (7216), carpet and upholstery cleaning (7217), industrial launderers (7218) and laundry and garment services, not elsewhere classified (7219). (5/98)
 - 2. Business services (73). (5/98)
 - 3. Repair shops and related services, not elsewhere classified (7699). (5/98)
 - 4. Vocational schools; except vocational high schools, not elsewhere classified (8249). (5/98)
 - 5. Miscellaneous services (89). (5/98)
- J. **Research, development and testing services** (873)
- K. **Fire protection** (9224). (5/98)
- L. **Public and Private Utilities.** (5/98)
- M. **Uses clearly accessory to and subordinate** to the above. (5/98)

2.114.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the IG zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)
- D. **Accessory structures** and uses prescribed in Section 2.203. (5/98)

E. The following special uses subject to the applicable standards in Section 2.4:

1. **Energy facility** (Section 2.425). (5/98)
2. **Wireless Telecommunications Facilities** (Section 2.427). (5/98)
3. **Medical Marijuana Facilities** (Section 2.433). (10/14)
4. **Marijuana Grow Site** (Section 2.433). (10/14)
5. **Marijuana Retailer** (Section 2.433). (1/16)
6. **Marijuana Processor** (Section 2.433). (1/16)
7. **Marijuana Producer** (Section 2.433). (1/16)
- ~~8.~~ **Marijuana Wholesaler** (Section 2.433). (1/16)
- ~~8-9.~~ **Mobile Food Vendor** (Section 2.434).

2.114.04 Conditional Uses

All uses in SIC categories 20 to 51 and not specifically identified as a permitted use in, or specifically excluded from, Section 2.114.03 may be established by a conditional use permit. The following shall also require a conditional use permit:

- A. **Wrecking yards.** (5/98)
- B. **Solid waste transfer facility.** (5/98)

2.114.05 Prohibited Uses

- A. The following uses are prohibited on properties within the Keizer Station Plan boundary: (02/03)
 1. Manufacturing of grain mill products (204) (02/03)
 2. Manufacturing of biological products, except diagnostic substances (2836) (02/03)
 3. Soaps, detergents, and cleaning preparations, perfumes, cosmetics, and other toilet preparations (284) (02/03)
 4. Miscellaneous plastic products (308) (02/03)
 5. Motor freight transportation and warehousing (42) (02/03)

2.114.06 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

LOT SIZE	The parcel size shall be adequate to contain all structures within the required yard setbacks.
STRUCTURE HEIGHT	100 feet (1)

(1) Required setbacks shall increase 1 foot for every foot the height exceeds 50 feet. (5/98)

(2) Within the Keizer Station Plan boundary, one additional foot in height is permitted for every five feet of additional setback within fifty feet from property lines adjacent to residential uses. (02/03)

B. Minimum Yard Setback Requirements

ADJACENT PROPERTY USE

SETBACKS	Single Family or Duplex	Multi-Family	Commercial	Industrial
Front	5 feet	5 feet	5 feet	5 feet
Side	(1), (2)	(1), (2)	(1)	(1)
Rear	(1), (2)	(1), (2)	(1)	(1)
Street-side	5 feet	5 feet	5 feet	5 feet
Garage entrance (3)	20 feet	20 feet	20 feet	20 feet

(1) The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. For the IG zone, the rear yard setback is 0 feet. (5/98)

(2) A sight-obscuring fence shall contain yards adjacent to residential zones, wall, or hedge a minimum of 8 feet in height. (5/98)

(3) The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)

2.114.07 Development Standards

All development in the IG Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking.** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the IG zone shall comply with the Development Standards in Section 2.315. A caretaker's dwelling shall comply with the design standards in Section 2.314. (5/98)
- C. **Subdivisions and Partitions.** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots.** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs.** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- G. **Landscaping:** A minimum of 10% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The combined maximum building and parking area coverage shall not exceed 90%. (5/98)
- I. **Open Storage:** Open storage of materials used for the manufacture or assembly of goods, and equipment is prohibited in required yards, but is otherwise permitted provided that such storage is enclosed with a sight-obscuring fence, wall, hedge, or berm a minimum of 8 feet in height. (5/98)

2.116 PUBLIC (P)

2.116.01 Purpose

The purpose of the P (PUBLIC) zone is to provide areas appropriate for specific public and semi-public uses and to ensure their compatibility with adjacent uses. It is intended that this zone be applied to individual parcels shown to be an appropriate location for a certain public or semi-public use. If the use existing at the time the P zone is applied is discontinued or if a proposed use is not established, it is the intent that the land be rezoned to conform to surrounding zoning or be devoted to permitted uses. (5/98)

The Public zone is applicable to those properties designated Civic, Schools and Park in the Comprehensive Plan. (5/98)

2.116.02 Permitted Uses

The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the P zone:

- A. **Farm use.** (5/98)
- B. **Forest use.** (5/98)
- C. **Utility facilities** necessary for public service except public power generation. (5/98)
- D. **Park and other recreational facility** improvements as part of a Master Parks Plan adopted by the Keizer City Council. (5/98)
- E. **Temporary commercial activities** which are subordinate and ancillary to the primary use. (5/98)

2.116.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the P zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Accessory structures** and uses prescribed in Section 2.203. (5/98)
- D. **Wireless Telecommunications Facilities** (Section 2.427)(5/98)
- E. **Recreation Vehicle Space** for One (1) Recreational Vehicle in Conjunction with the Stadium or a Ballpark with seating for 4000 or more Persons. (Section 2.412(D))(12/98)

F. **Temporary commercial activities at stadiums in excess of 4,000 person capacity** (Section 2.428)^(2/00)

F.G. **Mobile Food Vendor** (Section 2.434).

2.116.04 Conditional Uses

The following uses may be permitted in a P zone subject to obtaining a conditional use permit:

- A. **Dwelling for the caretaker or watchman**; housing for the staff required for an approved conditional use. ^(5/98)
- B. **Transportation, utilities and communication** (40 - 49) BUT EXCLUDING travel agencies (4722). ^(5/98)
- C. **Solid waste disposal** site. ^(5/98)
- D. **Business, Professional and Social Services**
 - 1. Cemeteries, crematoriums, and mausoleums (6553). ^(5/98)
 - 2. Commercial sports (794). ^(5/98)
 - 3. Public golf courses (7992) (Section 2.411). ^(5/98)
 - 4. Amusement parks (7996). ^(5/98)
 - 5. Amusement and recreation services not elsewhere classified (7999). ^(5/98)
 - 6. Health services (80). ^(5/98)
 - 7. Educational services (82). ^(5/98)
 - 8. Social services (83). ^(5/98)
 - 9. Museums, art galleries, botanical and zoological gardens (84). ^(5/98)
 - 10. Ball parks, parks, playgrounds, and parkways, public or private open space. ^(5/98)
- E. **Chamber of Commerce**. ^(5/98)
- F. **Public Administration** (91 - 97). ^(5/98)
- G. **Energy facility** (Section 2.425). ^(5/98)

2.116.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

LOT SIZE	The parcel size shall be adequate to contain all structures within the required yard setbacks.
STRUCTURE HEIGHT	50 feet provided setbacks shall be increased 1 foot for every foot the structure height exceeds 35 feet.

B. Minimum Yard Setback Requirements

ADJACENT PROPERTY USE

SETBACKS	Single Family or Duplex	Multi-Family	Commercial	Industrial
Front	10 feet	10 feet	10 feet	10 feet
Side	(1), (2)	(1), (2)	(1)	(1)
Rear	(1), (2)	(1), (2)	(1)	(1)
Street-side	10 feet	10 feet	10 feet	10 feet
Garage entrance (3)	20 feet	20 feet	20 feet	20 feet

- (1) *The setback shall be no less than the minimum rear yard setback of the zone on the adjacent property. For the P zone, the rear yard setback is 10 feet. (5/98)*
- (2) *Yards adjacent to residential zones shall be contained by a sight-obscuring fence, wall, or hedge a minimum of 8 feet in height. (5/98)*
- (3) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks. (5/98)*

2.116.06 Development Standards

All development in the P Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking.** Parking shall be as specified in Section 2.303. (5/98)
- B. **Subdivisions and Partitions.** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- C. **Yards and Lots.** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- D. **Signs.** Signs shall conform to the requirements of Section 2.308. (5/98)
- E. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)
- F. **Landscaping:** A minimum of 20% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- G. **Lot Coverage:** The combined maximum building and parking area coverage shall not exceed 80%. (5/98)
- H. **Open Storage:** Open storage of materials used for the manufacture or assembly of goods, and equipment is prohibited in required yards, but is otherwise permitted provided that such storage is enclosed with a sight-obscuring fence, wall, hedge, or berm a minimum of 8 feet in height. (5/98)

2.119 GENERAL EMPLOYMENT (EG)

2.119.01 Purpose

The General Employment (EG) zone is located within the Keizer Station Plan (KSP) Area A – Village Center, and it corresponds directly with the Special Planning District (SPD) designation as described in the KSP and the Keizer Comprehensive Plan. Consistent with the KSP, the EG zone promotes a complementary mix of economic uses, development intensity, and development standards along with a wide range of employment opportunities. The EG zone regulations protect the health, safety and welfare of the public, address area character, and address environmental concerns, while enhancing economic opportunities in Keizer. The intent is to promote attractive industrial/commercial areas, which will support the economic viability of the City. In addition, the regulations provide certainty to property owners, developers, and neighbors about the limits of what is allowed. (2/03)

2.119.02 Commercial and Industrial Use Limitations

- A. To implement the KSP, the EG zone requires that a minimum of 25% of all the EG zone land area be devoted to listed Industrial Uses and allows a maximum of 75% of the EG zone land area to be developed with Commercial Uses. The specific Industrial and Commercial Uses are defined in this chapter. The EG zone is unique because the location of the particular areas devoted to Industrial and Commercial Uses shall be determined as part of the required Site Master Plan review described in Chapter 2.125 of this Zoning Ordinance. (2/03)
- B. The land use limitations of the EG zone include: (2/03)
 1. Permitted and Special Permitted Industrial Uses, in Sections 2.119.03 and 2.119.04 respectively, represent the allowable uses for the portion of the EG zone so designated as part of the Site Master Plan approval required by Chapter 2.125. A minimum of 25% of the land area of the EG zone shall be devoted to these uses. (2/03)
 2. Permitted and Special Permitted Commercial Uses, in Sections 2.119.05 and 2.119.06 respectively, represent the allowable uses for the portion of the EG zone so designated as part of a Site Master Plan approval required by Chapter 2.125. A maximum of 75% of the land area of the EG zone may be devoted to these uses. (2/03)
 3. Use restrictions, which apply to the entire EG zone, are identified in Section 2.119.07. (2/03)

2.119.03 Permitted Industrial Uses

Industrial Development. The following uses, drawn from the IBP and IG zones, when developed under the applicable development standards in the Zoning Ordinance, are permitted in the EG zone on a minimum 25% gross acreage of the Village Center: (2/03)

A **Construction contractor's offices.** (15) (2/03)

B. **Manufacturing;**

1. Bakery products. (205) (2/03)
2. Beverages. (208) (2/03)
3. Miscellaneous food preparations and kindred products. (209) (2/03)
4. The manufacture of meat products (201) but excluding both meat packing plant (2011) and any on site abattoirs and slaughtering, rendering of fats, processing of hides and maintenance of live animals or fowl. (Poultry slaughtering and processing (2015)) (2/03)
5. Textile mill products. (22) (2/03)
6. Apparel and other finished products made from fabrics and similar products. (23) (2/03)
7. Wood kitchen cabinets. (2434) (2/03)
8. Nailed and lock corner wood boxes and shook. (2441) (2/03)
9. Wood products, not elsewhere classified. (2499) (2/03)
10. Furniture and fixtures. (25) (2/03)
11. Paperboard containers and boxes. (265) (2/03)
12. Printing, publishing, and allied industries. (27) (2/03)
13. Drugs (283), **BUT EXCLUDING biological products, except diagnostic substances (2836)** (2/03)
14. Leather and leather products (31) BUT EXCLUDING leather tanning and finishing. (311) (2/03)
15. Glass products, made of purchased glass. (323) (2/03)
16. Pottery and related products. (326) (2/03)

17. Metal cans and shipping containers. (341) (2/03)
18. Cutlery, hand tools, and general hardware. (342) (2/03)
19. Heating equipment, except electric and warm air, and plumbing fixtures. (343) (2/03)
20. Fabricated structural metal products. (344) (2/03)
21. Screw machine products, and bolts, nuts, screws, rivets, and washers. (345) (2/03)
22. Metal forgings and stampings. (346) (2/03)
23. Metalworking machinery and equipment. (354) (2/03)
24. Special industry machinery, except metalworking machinery. (355) (2/03)
25. Pumps and pumping equipment. (3561) (2/03)
26. Office, computing, and accounting machines. (Computer and Office Equipment (357); Calculating and Accounting Machines, Except Electronic Computers (3578); Office Machines, Not Elsewhere Classified (3579) (2/03)
27. Electrical and electronic machinery, equipment, and supplies. (Electronic and other electrical equipment and components, except computer equipment (36) (2/03)
28. Transportation Equipment. (37) (2/03)
29. Measuring, analyzing, and controlling instruments; photographic, medical, and optical goods; watches and clocks. (38) (2/03)
30. Miscellaneous manufacturing industries. (39) (2/03)

C. Transportation, communications, electric, gas, and sanitary services;

1. Communication. (48) (2/03)
2. Public Utility Structures and Buildings. (Electric, Gas, and Sanitary Services (49)) (2/03)

D. Wholesale trade-nondurable goods (51) BUT EXCLUDING poultry and poultry products (5144), livestock (5154), farm-product raw materials, not elsewhere classified (5159), chemicals and allied products (516), tobacco and tobacco products (5194), and nondurable goods, not elsewhere classified. (5199) (2/03)

- E. **Wholesale trade-durable goods (50)** BUT EXCLUDING automobiles and other motor vehicles (5012), lumber and other construction materials (503), coal and other minerals and ores (5052), construction and mining machinery and equipment (5082) and scrap and waste materials. (5093) (2/03)
- F. **The uses listed in above A through D, excluding B(1) shall:**
1. Be within an enclosed building; and (2/03)
 2. Permit retail sales of products manufactured on the site. (2/03)
- G. **Services**
1. Computer and data processing services. (737) (2/03)
 2. Research and development laboratories. (2/03)
 3. Management, consulting, and public relations services. (Management and Public Relations Services (874) (2/03)
 4. Noncommercial educational, scientific, and research organizations. (2/03)
- H. **Office Uses:**
1. Any use allowed in Section 2.108, Commercial Office excluding those residential uses listed in Section 2.108.02A, B, C, PP, and RR and parking lots U. (2/03)
- I. **Finance, Insurance, and Real Estate;**
1. Commercial and Stock Savings Banks. (602) (2/03)
 2. Mutual Savings Bank. (2/03)
 3. Savings and Loan Associations. (603) (2/03)
 4. Personal Credit Institutions. (614) (2/03)
- J **Public Administration;** (2/03)
1. Fire Protection. (9224) (2/03)
- K. **Retail trade;**
1. Eating and drinking places. (2/03)

L. Services;

1. Hotels, motels, and tourist courts. (2/03)
2. **Day care facility** for 17 or more children consistent with state regulations. (4/16)
3. Membership sports and recreation clubs. (2/03)
4. Amusement and recreation (79), BUT EXCLUDING golf courses (7992) and amusement parks (7996). (2/03)
5. Motion pictures (78), BUT EXCLUDING drive-in motion picture theaters (7833). (07/06)
6. Public and private sports facilities including but not limited to stadiums, arenas, ice rinks, parks, and aquatic facilities. (2/03)
7. Miscellaneous services, including pest control (7342). (2/03)

M. Transit facilities (Section 2.305) (05/09)**N. Flexible Space Uses. (2/03)**

1. The following flexible space uses, when restricted, developed, and conducted as required in subsection 2 below, are permitted as industrial business park uses within the EG zone:
 - a. Food Stores (54). (2/03)
 - b. Apparel and Accessory Stores (56). (2/03)
 - c. Furniture, Home Furnishings and Equipment Stores (57). (2/03)
 - d. Miscellaneous Retail; BUT EXCLUDING used merchandise stores (59). (2/03)
 - e. Business Services. (2/03)
 - f. Miscellaneous Repair Services. (2/03)
2. In the Keizer Station where Flexible Space uses are to be developed as industrial business park uses within the EG zone, the following development limits apply; (2/03)
 - a. No single building shall be more than 25,000 square feet in area, with no more than 10,000 square feet to be utilized for any individual use listed in subsection (L)(1)(a) – (d). (2/03)

- b. The aggregate floor area for uses devoted to food stores (54), apparel and accessory stores (56), furniture, home furnishings, and equipment stores (57), and miscellaneous retail (59) shall not exceed two percent of the total land area in the acreage identified for IBP uses within the EG zone. The acreage identified for IBP uses within the EG zone is defined as parcel or area of land used for IBP use land development including building site, parking, landscaping, drainage facilities and any other development on site to support the use on site. (2/03)
- c. The area developed in all flexible space uses shall in the aggregate not exceed 30 percent of the gross area of the acreage identified for IBP uses within the EG zone. (2/03)
- d. Any outdoor storage area shall:
 - 1) Be no more than 3,000 square feet per building and shall not be aggregated with the storage of another building; (2/03)
 - 2) Be enclosed with a sight-obscuring fence or wall; (2/03)
 - 3) Have at least one side conterminous with the building that it serves; (2/03)
 - 4) Have no opening within fifty feet and visible from any property boundary; and (2/03)
 - 5) Meet the other applicable requirements of this ordinance. (2/03)
- e. Loading doors shall have no opening within 75 feet and visible from any street or property boundary. (2/03)
- f. All buildings shall be capable of being redeveloped as flexible industrial space. (2/03)

2.119.04 Special Permitted Industrial Uses

- A. **Accessory structures and uses** prescribed in Section 2.203 are permitted when developed in conjunction with a use listed in Section 2.119.03 under the applicable development standards in this Zoning Ordinance. (2/03)
- B. Medical Marijuana Facilities (Section 2.433). (10/14)
- C. Marijuana Grow Sites (Section 2.433). (10/14)
- D. Marijuana Retailer (Section 2.433). (1/16)

- E. Marijuana Processor (Section 2.433). (1/16)
- F. Marijuana Producer (Section 2.433). (1/16)
- G. Marijuana Wholesaler (Section 2.433). (1/16)
- G.H. **Mobile Food Vendor (Section 2.434).**

2.119.05 Conditional Uses (Industrial Uses)

The following uses may be permitted subject to obtaining a conditional use permit:

- A. Transit Stations (Section 2.429). (05/09)

2.119.06 Permitted Commercial Uses

Commercial Development. The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the EG zone on a maximum 75% gross acreage of the Village Center: (2/03)

- A. **One or more buildings with one or more dwelling units** or guest rooms, and/or, one or more other uses allowed in this section on a lot. (2/03)
- B. **Residential homes** and facilities. (2/03)
- C. **Day care facility** for 17 or more children consistent with state regulations, including Family day care provider for 16 or fewer children consistent with state regulations. (8351) (4/16)
- D. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (2/03)
- E. **Landscape** counseling and planning (0781). (2/03)
- F. **Offices** for any use listed in SIC Division C - Construction. (2/03)
- G. **Commercial printing** (275). (2/03)
- H. **Transportation, Communication and Utilities.** (2/03)
 - 1. **Public utility structures and buildings.** (2/03)
 - 2. **Post office** (43). (2/03)
 - 3. **Travel agency** (4722). (2/03)

4. **Communications (48).** (2/03)
5. **Transit Facilities (Section 2.305).** (05/09)

I. Retail Trade. (2/03)

1. **Building materials, hardware, retail nurseries, and garden supply (52), BUT EXCLUDING mobile home dealers (527).** (2/03)
2. **General merchandise stores (53).** (2/03)
3. **Food stores (54).** (2/03)
4. **Apparel and accessory stores (56).** (2/03)
5. **Home furniture, furnishings, and equipment stores (57).** (2/03)
6. **Eating and drinking places (58).** (2/03)
7. **Miscellaneous retail (59), BUT EXCLUDING fuel and ice dealers (598).** (2/03)
8. **Electrical and lighting shops and office machines and equipment stores.** (2/03)

J. Business, Professional and Social Services. (2/03)

1. **Finance, insurance and real estate (60, 61, 62, 63, 64, 65, 67).** (2/03)
2. **Hotels, motels and tourist courts (701).** (2/03)
3. **Organization hotels and lodging houses on membership basis (704).** (2/03)
4. **Personal services (72) BUT EXCLUDING industrial launderers (7218).** (2/03)
5. **Business services (73) BUT EXCLUDING disinfecting and exterminating services (7342).** (2/03)
6. **Parking lots** in accordance with Section 2.303.04 of this Ordinance. (7521) (2/03)
7. **Miscellaneous repair services (76).** (2/03)
8. **Motion pictures (78), BUT EXCLUDING drive-ins (7838).** (2/03)

9. **Amusement and recreation** (79), BUT EXCLUDING golf courses (7992) and amusement parks (7996). (2/03)
 10. **Health services** (80), BUT EXCLUDING hospitals (806). (2/03)
 11. **Legal services** (81). (2/03)
 12. **Elementary and secondary schools** (8211). (2/03)
 13. **Correspondence schools and vocational schools** (824). (2/03)
 14. **Schools and educational services** not elsewhere classified (829). (2/03)
 15. **Social services** (83). (2/03)
 16. **Museums, art galleries, botanical and zoological gardens** (84). (2/03)
 17. **Membership organizations** (86). (2/03)
 18. **Miscellaneous services** (89). (2/03)
- K. **Public Administration** (91 - 97). (2/03)

2.119.07 Special Permitted Commercial Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the EG zone: (2/03)

- A. **Accessory structures and uses** prescribed in Section 2.203 are permitted when developed in conjunction with a use listed in Section 2.119.05 under the applicable development standards in this Zoning Ordinance. (2/03)
- B. The following **special uses** subject to the applicable standards in Section 2.4 and shall be considered commercial uses in the EG zone: (2/03)
 1. **House of Worship** (Section 2.423). (2/03)
 2. **Veterinary services** (074) (Section 2.414). (2/03)
 3. **Funeral service and crematories** (726) (Section 2.415). (2/03)
 4. **Used Merchandise Store** (Section 2.417). (2/03)
 5. **Service stations** (554) (Section 2.419) (2/03)
 6. **Automobile services** (75) (Section 2.420) BUT EXCLUDING automotive rental and leasing, without drivers (751), automotive repair shops (753), automotive repair (754). (2/03)

7. **Commuter Rail Station** (2/03)

8. **Mobile Food Vendor** (Section 2.434)

2.119.08 Conditional Uses (Commercial Uses)

The following uses may be permitted subject to obtaining a conditional use permit:

- A. Transit Station (Section 2.429). (05/09)

2.119.09 Use Restrictions

- A. The following uses are **prohibited** to be established in the EG zone: (2/03)
1. Farm Use. (2/03)
 2. The rendering, processing, or cleaning of animals, fish, seafood's, fowl, poultry, fruits, vegetables, or dairy products for wholesale use.
 3. Vehicle sales and secondary repair.
 4. General Storage, including boat and RV storage.
 5. Recreational vehicle parks (7033).
 6. Automotive Dealers (55).
 7. Automotive rental and leasing, without drivers (751).
 8. Automotive repair shops (753).
 9. Automotive services, except repair (754).
- B. A limitation of the total floor area of specified uses applies to all of Area A – Village Center of the Keizer Station Plan. A maximum total floor area shall apply to the uses identified in Sections 2.119.03 (K) and 2.119.06 (I). This maximum floor area is set forth in the Keizer Station Plan, however this maximum floor area may change as part of an approved master plan or amended master plan. (06/10)

2.119.10 Development Standards

- A. Purpose. The Keizer Station Plan requires the development of Master Plans for each of the four areas. This process provides the City Council with an opportunity to review development proposals in conformance with the Keizer Development Code and the adopted Keizer Station Plan. Master Plans for each sub-area are required to meet the criteria identified in Section 3.113 of the Code.
- B. Master Plan Required. A master plan must be reviewed and approved by the City Council prior to subdivision platting or development. The Master Plan shall be reviewed through a Type II-B review process in accordance with this Section. It is recognized that the applicant of the master plan for the area may not own or control

all the land within the master plan boundary. The master plan shall still cover the entire EG zone. For those portions not owned or controlled by the applicant, the Master Plan shall focus on a cohesive interconnected system of planned public facilities and shall set general guidelines to be used throughout the Master Plan area. Subdivision approval shall be based upon the zone and Section 3.108 as applicable.

1. The Master Plan will be developed and considered in accordance with the requirements of the Activity Center Overlay provisions (Section 2.125 of the Keizer Development Code). Once a Master Plan is adopted, the proposed development of each use shall be reviewed through Development Review as required in Section 2.315 of the Keizer Development Code. In the case of conflicts between the Keizer Station Plan and the Keizer Development Code, the Keizer Station Plan standards will apply.
2. The Master Plan shall include a detailed transportation system design plan for the EG zone. The location of transit facilities shall conform to Section 2.305 of the Code.

2.119.11 Dimensional Standards

- A. Purpose. The lot size standards promote new lots and parcels with sizes and shapes that are practical to assemble and develop. The standards are intended to prevent the creation of small lots or parcels, which are difficult to develop or to aggregate with other lots or parcels. The standards also discourage narrow lots or parcels, which increase demand for curb cuts. The EG zone is specifically designed for the property Contained in Area A – Village Center in the Keizer Station Plan. Uses in the gross acreage described shall be developed as a maximum seventy-five percent (75%) commercial uses listed in Sections 2.119.05 and .06 and a minimum twenty-five percent (25%) industrial uses listed in Sections 2.119.03 and 04. Uses shall be established in conformity with this Section and all other applicable regulations within the Keizer Development Code. Therefore, the division of such ground shall be approved to the standards in subsection 2.119.09.B. below. (07/06)
- B. Minimum Lot Dimension Requirements.
 1. Unless exempted under Section (4) below, within the acreage identified for commercial uses, at least eighty percent (80%) of the area of lots or qualified abutting lots must meet Standard A stated in the table within this subsection and the remainder lots or parcels must meet Standard B. (07/06)
 2. Unless exempted under Section (4) below, within the acreage identified for industrial uses, at least eighty percent (80%) of the area of lots or qualified abutting lots must meet Standard C stated in the table within this

subsection and the remainder of the lots or parcels must meet Standard D. (07/06)

3. Qualified abutting lots:

- a. Qualified abutting lots are defined as lots or parcels having the same classification as either all industrial or all commercially designated lands, that abut one another on at least one side and where there is no plan or proposal for curb cuts that would otherwise not be allowed if each individual lot was required to meet the dimensional standards of this Section. Qualified abutting lots may be considered in the aggregate as if they were a single whole lot for purposes of determining such qualified abutting lots' compliance with the dimensional standards of this Section. Qualified abutting lots may be considered in the aggregate as if they were a single whole lot for purposes of classification of such qualified abutting lots under Section A, B, C, or D below. (07/06)
- b. In the absence of the approval of a variance, for purposes of determining compliance with the dimensional standards below, any groups of qualified abutting lots shall consist of no more than four (4) individual lots or parcels. (07/06)

4. Exempt Lots, Parcels or Tracts. Lots, parcels or tracts created only for the purposes of providing a right-of-way or dedicated utilities, public drainage facilities or open space are exempt from the lot size and shape standards of this section. Lots, parcels, or tracts that are less than one acre in size, the perimeter of which is 80% or more surrounded by existing public rights of way or land that has previously been dedicated to the public for public access purposes are exempt from the classification standards and dimensional standards in the chart in the section that immediately follows. (07/06)

Development Type	Lot or Qualified Abutting Lots Standard	Minimum Lot or Qualified Abutting Lots Area	Minimum Average Width of individual Lot or of Qualified Abutting Lots*	Minimum Average Depth of individual Lots or of Qualified Abutting Lots*
COMMERCIAL (2.119.05 & .06)	Standard A	20,000 sq. ft.	100 ft.	100 ft.
	Standard B	10,000 sq. ft.	75 ft.	75 ft.
INDUSTRIAL (2.119.03 & .04)	Standard C	3 acres	350 ft.	350 ft.
	Standard D	1 acre	150 ft.	150 ft.

*Note: by definition, Qualified Abutting lots are lots or parcels of the same use type designation – either commercial or industrial – that may be considered as if they are single lot or parcel for purposes of determining compliance with applicable dimensional standards and to determine classification as Standard A-D under this chart.

2.119.12 Development Standards

A. Height, Setback, Coverage, and Landscaping Requirements (07/06)

Development Type	Building Standards		Building Setbacks				Minimum Landscaping
	Maximum Height	Maximum Lot or parcel Coverage	Street-side Min	Max	Side/Rear Not Adjacent to Residential zone	Adjacent to Residential zone	Percentage of Lot or parcel Area
Commercial (2.119.05 & .06)	100 ft. (1)	85% (2)	10 ft.	20 ft. (3)	None	40 ft.	15% (5)(6)

Industrial (2.119.03 & .04)	100 ft. / 15ft. within 50 of any residential zone (1)	80% (2)	10 ft.	None	None	40 ft.	20% (5)(6)
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- (1) *Height Exceptions. Exceptions to the maximum height standard are stated below.*
- a. *Projections allowed. Chimneys, flag poles, satellite receiving dishes, and other items similar with a width, depth, or diameter of 5 feet or less may rise 10 feet above the height limit, or 5 feet above the highest point of the roof, whichever is greater. If they are greater than 5 feet in width, depth, or diameter, they are subject to the height limit.*
 - b. *Rooftop mechanical equipment. All rooftop mechanical equipment must be set back at least 15 feet from all roof edges that are parallel to street lot lines. Elevator mechanical equipment may extend up to 16 feet above the height limit. Other rooftop mechanical equipment, which cumulatively covers no more than 10 percent of the roof area may extend 10 feet above the height limit.*
 - c. *Radio and television antennas, utility power poles, and public safety facilities are exempt from the height limit.*
- (2) *Maximum lot coverage allowed for buildings, accessory structures and paved parking.*
- (3) *Alternative maximum setback option for large commercial uses.*
- a. *Purpose. The intent of these regulations is to allow significantly deeper street setbacks for very large retail stores locating along transit street or street in a pedestrian district in exchange for a pedestrian and transit-friendly main street type of development. These large commercial sites can still be transit-supportive and pedestrian-friendly by placing smaller commercial buildings close to the street and by creating an internal circulation system that is similar to streets to separate the parking area into blocks. The intent is to encourage development that will, over time, form a pedestrian-friendly main street along the perimeter of the parking blocks. (2/03)*
 - b. *Regulation. Commercial buildings that exceed 100,000 square feet of floor area are exempt from the maximum setback requirements identified in Section 2.119.10.A. provided the pedestrian system connects buildings on the site to all adjacent properties. (2/03)*
- (4) *Landscaping. All required yards, except driveways, are required to be landscaped; that portion within the required yard, which is landscaped, may be included in the calculation to meet minimum landscape area*

requirements. Landscaping shall meet all applicable standards identified in Section 2.309 of the Keizer Development Code. In addition to landscaping provisions identified in Section 2.309, landscaping for properties within the EG zone shall be defined as follows: (07/06)

“Landscaped Area” must be native or non-native trees, vegetation, ponds, rocks, ground cover, bark chips, cinders, terraces, vegetable or flower gardens, trellises, pathways, or structural features including but not limited to fountains, reflecting pools, outdoor art work, screen walls, fences and benches, which reasonably requires and continues to reasonably require human management to distinguish the area from a natural area. (07/06)

Within the EG zone, landscape area requirements may be determined by the City Council to have a portion of landscaped or streetscaped area within the right-of-way to be included within the minimum landscape area requirement. (2/03)

- (5) Streetscaping. Streetscaping is defined as pedestrian oriented improvements to property. Streetscaping may include, but is not limited to, walkways with varied materials (other than plain concrete or asphalt), art features, water features, planters, benches, hanging plant baskets, and plazas. (07/06)
 - (a) In accordance with Section 3.113 Keizer Station Master Plan Review, at the time of master plan approval by the Council, the Council may determine if streetscaped areas may be included in the minimum landscape area for a proposed development. (2/03)
- (6) Parking
 - (a) Averaging. KSP areas are master planned and as such are designed to be both planned and developed as a whole. Shared parking is encouraged in master planned areas. Therefore, parking within the KSP areas subject to a master plan, shall be deemed to meet the maximum and the minimum parking requirements set forth in the City’s code so long as a parking plan is approved that contains a total number of parking spaces which is neither above the aggregate maximums nor below the aggregate minimums which result when parking requirements for the individual uses within the parking plan are calculated separately and the resulting maximums and minimums are totaled. (07/06)
 - (b) Modify or waive off-street parking standards. The applicant may request a modification to or waiver of parking standards based on a parking impact study. The study allows the applicant to propose a reduced parking standard based on estimated peak use, reductions due to easy pedestrian accessibility; availability of transit service, and likelihood of carpool use; and adjacent on-street parking. The parking study is subject to review and approval or modification by the City. (07/06)

- B. Design Standards. All development in the EG zone shall comply with applicable standards in Section 2.315 of the Keizer Development Code, in addition to the standards below: (07/06)

1. Exterior Display, Storage, and Work Activities.
 - a. Exterior display and storage is allowed. Exterior display and storage shall not be located within required setbacks nor required landscaped areas. Exterior display and exterior storage areas shall not be located within 100 feet of any property line within 60 feet of a residential zone. (2/03)
 - b. Exterior work activities are allowed in the areas identified for industrial development. Exterior work activities shall not be located within required setbacks nor required landscaped areas. Such exterior work activities shall not be located within 100 feet of any property line within 60 feet of a residential zone. (2/03)
2. All development must comply with the applicable standards identified in the Keizer Development Code including, but not limited to, the following: (2/03)

Section 2.125	Activity Overlay Zone
Section 2.3	General Development Standards
Section 2.301	General Provisions
Section 2.302	Street Standards
Section 2.303	Off-Street Parking and Loading
Section 2.305	Transit Facilities
Section 2.306	Storm Drainage
Section 2.307	Utility Lines and Facilities
Section 2.308	Signs
Section 2.309	Site and Landscaping Design
Section 2.310	Development Standards for Land Divisions
Section 2.312	Yard and Lots Standards
Section 2.315	Development Standards
Section 2.4	Special Uses

2.308 SIGNS

2.308.01 Purpose

The purpose of these sign regulations is to provide equitable signage rights, reduce signage conflicts, promote traffic and pedestrian safety, and, increase the aesthetic value and economic viability of the city, all by classifying and regulating the location, size, type and number of signs and related matters, in a content-neutral manner. (5/98)

2.308.02 Definitions

For the purposes of this Chapter, the following definitions shall apply: (5/98)

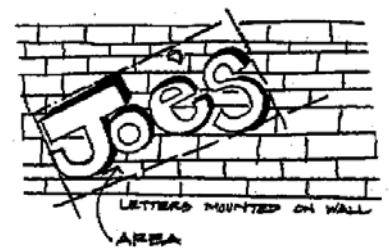
Alteration or Altered: Any change in the size, shape, method of illumination, position, location, construction, or supporting structure of a sign. A change in sign copy or sign face alone shall not be considered an alteration. (5/98)

Area: The area of a sign shall be the entire area within any type of perimeter or border which encloses the outer limits of any writing, representation, emblem, figure, or character. If the sign is enclosed in a frame or cabinet the area is based on the inner dimensions of the frame or cabinet surrounding the sign face. When a sign is on a base material and attached without a frame, such as a wood board or Plexiglas panel, the dimensions of the base material are to be used.

The area of a sign having no such perimeter, border, or base material shall be computed by enclosing the entire area within a parallelogram or a triangle of the smallest size sufficient to cover the entire message of the sign and computing the area of the parallelogram or a triangle. For the purpose of computing the number of signs, all writing included within such a border shall be considered one sign, except for multi-faced signs on a single sign structure, which shall be counted as one sign per structure. The area of multi-faced signs shall be calculated by including only one-half the total area of all sign faces. (5/98)

Awning: A shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for the supporting framework. (5/98)

Building Face: The single wall surface of a building facing a given direction. (5/98)

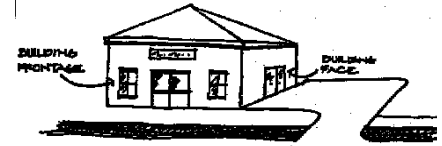


Sign Area



Awning Sign

Building Frontage, Primary: The portion of a building face most closely in alignment with an adjacent right-of-way or fronting a parking lot when so defined, as allowed in this chapter. A gasoline service station may use the overhanging canopy as a substitute for building frontage when computing the allowable sign area. The longest side of the canopy shall be used to compute the allowable sign area. (Ord. 2005-533 11/05)



Building Frontage and Face

Building Frontage, Secondary: Buildings located on lots abutting more than one Right of Way or a parking lot may designate one building face as a secondary building frontage. (Ord. 2005-533 11/05)

Canopy Sign: A sign hanging from a canopy or eve, at any angle relative to the adjacent wall, the lowest portion of which is at least eight (8) feet above the underlying grade. (5/98)

Construct: Build, erect, attach, hang, place, suspend, paint in new or different word, affix, or otherwise bring into being. (5/98)

Election Signs: Those signs which relate to an election, initiative or political viewpoint. Such signs will otherwise meet the specifications of Temporary Signs. (5/04 – Ord 2004-498)



Canopy Sign

Electronic Message Sign: Signs that incorporate as part of, or wholly, an electronic message or display by means of light emitting diodes, plasma, electronic ink, or other means that allow that display to be changed through electronic controls. Further, an electronic message sign cannot be a wall sign. (10/08 – Ord 2008-581)

Finish Ground Level: The average elevation of the ground (excluding mounds or berms, etc. located only in the immediate area of the sign) adjoining the structure or building upon which the sign is erected, or the curb height of the closest street, which ever is the lowest. (5/98)

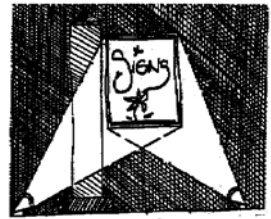


Free-Standing Sign

Flashing Sign: A sign any part of which pulsates, scrolls, flutters, animates, lights intermittently, or blinks on and off. (10/08)

Free-Standing Sign: A sign supported by one or more uprights, poles or braces placed in or upon the ground, or a sign supported by any structure primarily for the display and support of the sign. (5/98)

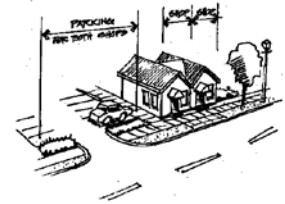
Incidental Signs: A sign that is normally incidental to the allowed use of the property, but can contain any message or content. Such signs can be used for, but are not limited to, nameplate signs, warning or prohibition signs, and directional signs not otherwise allowed. (5/98)



Indirect Illumination

Indirect Illumination: A source of illumination directed toward such sign so that the beam of light falls upon the exterior surface of the sign. (5/98)

Integrated Business Center: A group of two or more businesses which are planned or designed as a center, and share a common off-street parking area or access, whether or not the businesses, buildings or land are under common ownership. (5/98)



Small Integrated Business Center

Internal Illumination. A source of illumination from within a sign. (5/98)

Joint Use Sign: When two or more businesses combine part or all of their total allowed sign area into free-standing sign for each common frontage of such business. (5/98)



Large Integrated Business Center

Multi-faced Sign: A sign which has two or more identical sign faces, contained in a single sign structure. (5/98)

Multi-family Dwelling: A residential structure or complex of structures that include three or more separate dwelling units, whether rented or owned by the occupants. (5/98)

Mural: An illustration (with or without words or numbers) which is painted or otherwise applied (without projections) to an outside wall of a structure. (5/98)



Joint-Use Sign

Nit: Nit is used as a measurement of luminance, where the Nit is equal to one candela per square meter (1cd/m²). A candela is a unit of measurement of the intensity of light, where one candela is the monochromatic radiation of 540THz with a radiant intensity of 1/683 watt per steradian in the same direction. By way of example, an ordinary wax candle generates approximately one candela. (10/08)

Nonconforming Sign: Any sign which lawfully exists prior to the effective date of this chapter but, which due to the requirements adopted herein, no longer complies with the



Multi-Faced Sign

height, area and placement regulations or other provisions of these regulations. (5/98)

Owner: As used in these regulations, "owner" means owner or lessee of the sign. If the owner or lessee of the sign cannot be determined, then "owner" means owner or purchaser of the land on which the sign is placed. (5/98)

Portable Sign: A sign that is, or similar to, an A-frame sign, sandwich board sign, or a sign attached to wood or metal frames and designed to be self supporting and movable. Portable signs are not to be considered temporary signs as defined and used in this chapter. (12/10)

Projecting Signs: A sign the face of which is not parallel to the wall on which it is mounted. (11/05)

Real Estate Sign: A sign for the purpose of rent, lease, sale, etc. of real property, building opportunities, or building space. (5/98)

Roof Line: Either the eaves of the roof or the top of the parapet, at the exterior wall. (A "mansard roof" is below the top of a parapet and is considered a wall for sign purposes.)

Roof Sign: A sign or any portion of which is displayed above the highest point of the roof, whether or not such sign also is a wall sign. (5/98)

Rotating/Revolving Sign: A sign, all or a portion of which, moves in some manner. (5/98)

Sign: Any writing, including letter, word, or numeral; pictorial presentation, including mural, illustration or decoration; emblem, including device, symbol or trademark; flag, including banner or pennant; or any other device, figure or similar thing which is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or structure or device; and is used to announce, direct attention to, or advertise; and is visible from any public right-of-way. (5/98)

Sign Face: Surface of a sign containing the message. The sign face shall be measured as set forth in the definition for "area."



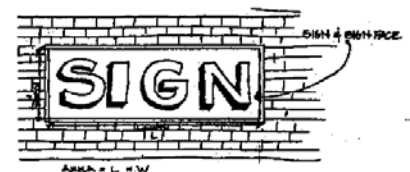
– Portable Signs



Projecting Sign

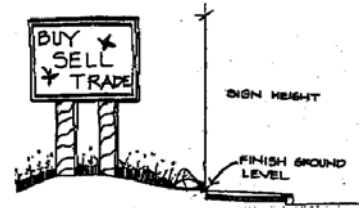


Roof Line and Roof Sign



Sign Face

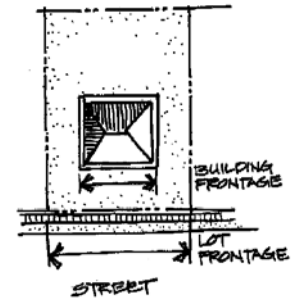
Sign Height: The distance from the finish ground level, to the top of the sign or the highest portion of the sign structure or frame, whichever is greater. (5/98)



Sign Height

Sign Structure: The supports, uprights, braces, framework and other structural components of the sign. (5/98)

Street Frontage: That portion of a property that abuts a paved street right-of-way and measured by the lineal distance of the property adjacent to such right-of-way. (5/98)



Street Frontage

Temporary Business: A business of a temporary nature authorized through a Temporary Business Permit issued by the City of Keizer. (5/98)

Temporary Sign: A sign not permanently affixed to a structure on a property. A sign that is, or is similar to, a banner or wind feather sign which may be made of canvas, cloth, rigid plastic or paper, or vinyl. (12/10)



Temporary Sign

Wall Sign: A sign attached to, erected against or painted on a wall of a building or structure, with the exposed face of the sign in a plane approximately parallel to the face of said wall. A sign painted on an awning in which the face of the sign is approximately parallel to the wall shall also be considered a wall sign. (5/98)



Wall Sign

2.308.03 Review Procedures

- A. Permit Required. Except as specifically excluded herein, no property owner, lessee or contractor shall construct or alter any sign without first obtaining a valid permit to do so. (5/98)
- B. Current Signs. Owners of conforming or nonconforming signs existing as of December 4, 1989 are not required to obtain a permit until the end of the abatement period described in Section 2.308.04.C. (5/98)
- C. Permit Fees. Permit fees shall be established from time to time by City Council resolution. (5/98)
- D. Application Requirements. An application for a sign permit shall be made on a form prescribed by the Zoning Administrator. The application shall include, at a minimum, a sketch drawn to scale

indicating the proposed sign and identifying existing signs on the premises, the sign's location, graphic design, structural and mechanical design and engineering data which ensures its structural stability. The application shall also contain the names and address of the sign company, person authorizing erection of the sign and the owner of the subject property. (5/98)

The Zoning Administrator shall issue a permit for a sign unless the sign is in violation of the provisions of these regulations or other provisions of the Keizer Zoning Ordinance. Sign permits mistakenly issued in violation of these regulations or other provisions of the Keizer Zoning Ordinance are void. The Zoning Administrator may revoke a sign permit if he finds that there was a material and misleading false statement of fact in the application for the permit. (5/98)

- E. Design, Construction, and Maintenance. All signs shall be designed, constructed, and maintained according to the following standards: (5/98)
1. Compliance with Building Codes. All signs shall comply with the applicable provisions of Uniform Building Code in effect at the time of the sign permit application and all other applicable structural, electrical and other regulations. The issuance of a sign permit under these regulations does not relieve the applicant of complying with all other permit requirements. (5/98)
 2. Materials. Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of these regulations, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure. (5/98)
 3. Maintenance. All signs shall be maintained in a good structural condition and readable at all times. (5/98)
 4. Owner Responsibility. The owner shall be responsible for its erection and maintenance and its compliance with the provisions of these regulations or other laws or Ordinances regulating signs. (5/98)
 5. Aesthetics. All signs shall be professional in appearance, constructed in a workmanship like manner to professional standards. (12/10)

2.308.04 Nonconforming Signs

- A. Alteration of Nonconforming Sign Faces. Nonconforming signs are subject to the following provisions regarding alteration: (5/98)
1. Change Permitted. Within the abatement period described in Section 2.308.04.C., a change in sign face alone is allowed without requiring compliance with these regulations. (5/98)
 2. Termination of Nonconforming Sign. Within the abatement period described in Section 2.308.04.C., when a nonconforming sign face is damaged or destroyed by fire, flood, wind, or other calamity or act of God, such sign face may be restored to its original condition provided such work is completed within sixty (60) days of such calamity. However, a sign structure or support mechanisms so damaged shall not be replaced except in conformance with the provisions of these regulations. (5/98)
- B. Permits for Properties with Nonconforming Signs. (5/98)
1. Businesses in Integrated Business Centers. For individual businesses in integrated business centers, all signs of the individual business must comply prior to issuance of sign permits for new or altered signs. No free-standing sign permits will be issued for the integrated business center, unless all free-standing signs comply. (5/98)
 2. Businesses Not in Integrated Business Centers. No permits shall be issued for new or altered signs unless all signs of the individual business comply with these regulations, except as set forth in Section 2.308.04.B.4. (5/98)
 3. Nonconforming Sign Area. Except as set forth above and in Section 2.308.08.B.4., all conforming and/or nonconforming signs in existence as of the date of the permit application shall be included in the total allowed area, number or size when reviewing applications for new or altered signs to be allowed on the property. (5/98)
 4. Exception for Non-Owned Signs. Signs which are not owned or controlled by the property owner or lessee prior to May 7, 1990, and which were constructed or installed prior to May 7, 1990, shall not be included in the total allowed area for sign permits granted prior to May 7, 1997. (5/98)

- C. Abatement of Nonconforming Signs. Permanent signs in existence on May 7, 1990 that are not in conformance with the provisions of this Ordinance shall be regarded as nonconforming signs and must be removed, altered, or replaced so as to conform on or before May 7, 1997. The period from the date of the enactment of these regulations to May 7, 1997, shall be described as the "abatement period." Nonconforming signs remaining after the abatement period ends shall be considered illegal signs. Temporary and portable signs that are not in conformance with the provisions of this Ordinance shall be regarded as nonconforming and shall be removed on or before September 7, 1990. (10/08)

The Zoning Administrator shall notify non-conforming permanent sign owners by certified mail of the conformance deadline at least two years prior to such deadline as a public service. Failure to be notified of the deadline shall not relieve the owner of responsibility to conform with this Ordinance within the time period herein. Properties annexed to the City after the effective date of this Ordinance shall have 7 years following annexation in which to conform to these regulations, with the exception of temporary signs that shall conform to the regulations within 90 days following annexation. (5/98)

Electronic Message Signs which are legally placed and maintained in all respects on or before October 6, 2008 shall be allowed to remain as non-conforming signs and do not have to be brought into compliance. However, once a non-conforming Electronic Message Sign is removed, any replacement sign must comply in all respects with these regulations. (10/08)

- D. Abandoned Signs. All signs for a business shall be removed within 30 days after that business ceases to operate on a regular basis, and the entire sign structure or structures shall be removed within 12 months of such cessation of operation. (5/98)
- E. Minor Nonconforming Signs. Individual signs that otherwise comply and are existing as of May 7, 1990, that are within 5% of both the allowed area (total and per sign) and the allowed height as set forth in these regulations are allowed to remain as nonconforming signs and do not have to be brought into compliance. However, once a nonconforming sign is removed, any replacement sign must comply in all respects with these regulations. (5/98)

2.308.05 Signs Generally Permitted

Subject to the limitations in Sections 2.308.04.C., 2.308.07 and 2.308.08, the following signs and sign work are permitted in all zones. These signs shall not require a permit, and shall not be included when determining compliance with total allowed area: (5/98)

- A. Sign Copy. Painting, change of sign face or copy and maintenance of signs legally existing on the effective date of this Ordinance. If structural changes are made, the sign shall conform in all respects with these regulations. (5/98)
- B. Temporary Signs. Temporary signs that do not exceed 16 square feet in area. No lot may display temporary signs for more than 120 days in any calendar year. Only one temporary sign per lot may be displayed at a time except during the period 45 days preceding and seven days following elections, signs which relate to such elections may be unlimited in number. Paper signs may only be used for single day events. (12/10)
- C. Real Estate Signs. Signs that advertise the sale, rental or lease of premises upon which the sign is located. Commercial Properties may display a real estate sign not exceeding 16 square feet in area. Residential properties may display a real estate sign not exceeding 6 square feet in area. (12/10)
- D. Government Signs. Signs posted by or under governmental authority including legal notices, traffic, danger, no trespassing, emergency, city identification, signs related to public services or safety, and signs approved by City Council resolution for special events or activities. (12/10)
- E. Development Signs. One sign not over 32 square feet for a residential development or subdivision, and located at each street entrance to the development. (5/98)
- F. Incidental. Incidental signs that do not exceed 6 square feet. Such signs shall not be mounted on permitted freestanding sign structures. (5/98)
- G. Flags. Flags on permanent flag poles that are designed to allow raising and lowering of the flags. Flagpoles shall either be freestanding or shall be mounted on the building but if mounted on the building may not be taller than the peak of the roof. Flags shall not exceed 25 square feet in area. (5/98)
- H. Interior Signs. Signs within a building. (5/98)
- I. Window Signs. For commercial or industrial buildings, signs painted or hung on the inside of windows. (5/98)

- J. Non-profit Signs. A non-profit organization may display a portable sign subject to the following: (5/98)
1. Three signs per organization at one time. (5/98)
 2. Maximum sign area: 16 square feet. (5/98)
 3. The sign shall be displayed no more than six times in any 365 day period, and shall not be displayed longer than five days each time. (5/98)
 4. The sign shall not be placed on public property or in any right-of-way. (5/98)
 5. The non-profit organization shall request and receive consent from the property owner of the property on which the sign is placed. (5/98)
 6. If requested, the non-profit organization shall provide appropriate proof that such organization is organized not to make a profit, but for charitable, educational, religious, or philanthropic purposes. (5/98)
- K. Residential Signs. Residential signs, pursuant to requirements in Section 2.308.07. (5/98)
- L. Election Signs. During the period of forty-five (45) days prior and seven (7) days after any governmental election, signs which meet the definition of temporary or portable signs, and which pertain to such election, may be unlimited in number. (12/10)
- M. Portable Signs. Portable signs may be displayed for a maximum of 120 days in any calendar year, and are limited to 6 square feet in area. The following additional standards apply to portable signs: (12/10)
1. Portable signs located within 10 feet of the main entry of a business may be displayed without limit to time. (12/10)
 2. Portable signs not located adjacent to a business entrance may not be within 50 feet of any other portable sign on the same lot or less than 10 feet from a property line. (12/10)
 3. Portable signs must be located on private property, and may not be within any public sidewalk easement or right of way. If located along a public street, signs must be located behind the sidewalk regardless of property line location. (12/10)

4. Portable signs cannot impede sidewalks, exits, or other pedestrian, vehicular, or bicycle way. (12/10)
5. Portable signs may only be displayed during business hours. (12/10)

2.308.06 Prohibited Signs

The following signs are prohibited: (5/98)

- A. Tethered Signs. Balloons or similar types of tethered objects, including strings of pennants. (5/98)
- B. Roof Signs. Roof signs or signs which extend higher than the roof line. (5/98)
- C. Odor, Visible Matter. Signs that emit odor, visible matter, or sound, however an intercom system for customers remaining in their vehicles, such as used in banks and "drive through" restaurants, shall be allowed. (5/98)
- D. Wire Supports. Signs that use or employ side guy lines of any type. (5/98)
- E. Obstructing Signs. Signs that obstruct any fire escape, required exit, window or door opening used as a means of egress. (5/98)
- F. Utility Lines. Signs closer than 24 inches horizontally or vertically from any overhead power line or public utility guy wire. (5/98)
- G. Vehicle, Trailer Signs. No vehicle, trailer, or trailer mounted reader boards shall be parked on a public right-of-way or public property, or on private property so as to be visible from a public right-of-way which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby premises. This provision applies where the primary purpose of a vehicle is for advertising purposes and is not intended to prohibit any form of vehicular sign, such as a sign attached to a motor vehicle which is primarily used for business purposes, other than advertising. (12/10)
- H. Rotating/revolving Signs. (10/08)
- I. Flashing Signs. (10/08)
- J. Projection Signs. Projecting signs exceeding 24 inches and private signs that project into or over driveways and public right-of-ways,

except signs under a canopy that projects over a public sidewalk and the sign is 8 feet or more above the sidewalk. (11/05)

- K. View Obstruction. Signs that obstruct required vision clearance area or obstruct a vehicle driver's view of official traffic control signs and approaching or merging traffic, or which present a traffic hazard. (5/98)
- L. Safety Interference. Signs that interfere with, imitate, or resemble any official traffic control sign, signal or device, emergency lights, or appears to direct traffic, such as a beacon light. (5/98)
- M. Use of Utility Poles. Signs attached to any pole, post, utility pole or placed on its own stake and placed into the ground in the public right-of-way. (5/98)
- N. Vacant Land. Any sign on unimproved property, unless allowed as a temporary sign. (5/98)
- O. Electronic Message Signs. Electronic message signs except by conditional use permit. Electronic message signs that change more frequently than once per fifteen (15) minutes are prohibited. Further, any change made with the use of scrolling, flashing, fluttering or other animated effects is prohibited. Variances to any of these requirements are not allowed. (10/08)

2.308.07 Non-Commercial Signs

The following regulations apply to signs for residences, public or semi-public buildings and similar non-commercial, non-industrial uses: (5/98)

- A. Sign types. The following sign types are allowed: (5/98)
 - 1. Wall, canopy and window signs subject to the limitations in 2.308.07.C. (5/98)
 - 2. Free-standing signs subject to the limitations in 2.308.07.C. (5/98)
 - 3. Temporary displays consisting of any sign type for a period not to exceed 21 days in any 365 day period, however the owners or responsible parties of such displays shall be responsible for any public or private nuisance. (5/98)
- B. Maximum number. Any combination of wall, canopy or free-standing signs not exceeding the sign area and height limitations of this Section; plus signs allowed in Section 2.308.07.A.3. (5/98)

- C. Maximum Sign Area. Maximum total sign area for property on which the building or buildings are located: (5/98)
1. Single-family and two-family (duplex) dwelling: 6 square feet. (5/98)
 2. Multiple family dwelling: 32 square feet. (5/98)
 3. Public and semi-public: 64 square feet. (5/98)
- D. Maximum sign height:
1. Wall, canopy or window sign: 8 feet. (5/98)
 2. Free-standing sign: 6 feet. (5/98)
- E. Location: (5/98)
1. Wall, canopy or window sign shall be set back from the property lines of the lot on which it is located, the same distance as the building containing the permitted use; provided that wall signs may project into the required setback space up to 1.5 feet. (5/98)
 2. Free-standing signs are permitted where fences are allowed. (5/98)
- F. Illumination. Except for Electronic Message Signs, non-commercial signs may only be indirectly illuminated by a concealed light source, shall not remain illuminated between the hours of 11:00 p.m. and 6:00 a.m., (except by conditional use permit) and shall not flash, blink, fluctuate or produce glare. (10/2008 Ord. 2008-581)

2.308.08 Commercial and Industrial Signs

The following regulations apply to signs for commercial and industrial uses: (5/98)

- A. Non-integrated Business Centers:
1. Total allowed area. One and one-half square feet of total allowed sign area for each lineal foot of building frontage, up to a maximum total allowed area of 150 square feet. (5/98)
 2. Type, maximum number and size of signs. Within the total allowed area, one free standing sign per street frontage and an unlimited number of wall, canopy or projecting signs. Regardless of total allowed area, the free-standing signs shall be

limited to a maximum of 100 square feet in area, shall not exceed one sign on each frontage, and shall be oriented to face the traffic flow on the street upon which then front. (5/98)

3. Maximum sign height: (5/98)
 - a. Wall and canopy signs shall not project above the parapet or roof eaves. (5/98)
 - b. Free-standing signs: 20 feet. (5/98)
4. Location: (5/98)
 - a. Wall or projecting signs may project up to 2 feet from the building. (5/98)
 - b. Free-standing signs have no limitations except the signs shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (5/98)

B. Integrated Business Centers:

1. Allowed area. For wall, canopy and projecting signs on individual businesses within an integrated business center, one and one-half square feet of total allowed sign area for each lineal foot of building frontage for the individual business, up to a total maximum of 150 square feet per business. The sign area of a projecting sign shall be calculated as a free-standing sign. Individual businesses may not assign their unused allowed area to other businesses in the integrated business center. Free standing signs are permitted only as set forth below and in Section 2.308.08.C. (11/05)
2. On a Secondary Building Frontage, one wall sign shall be allowed, in addition to that listed above, at the rate of 0.75 sq ft per lineal foot of that portion of the building designated a Secondary Building Frontage, up to a maximum of 75 sq ft. (11/05)
3. Free-standing Sign. For each integrated business center, 1 free-standing sign per street frontage not to exceed 100 square feet in area. Free-standing signs shall not exceed one sign on each frontage and shall be oriented to face the traffic flow on the street upon which they front. (11/05)

4. Maximum sign height: (5/98)
 - a. Wall and canopy signs shall not project above the parapet or roof eaves. (5/98)
 - b. Free-standing signs: 20 feet. (5/98)
5. Location:
 - a. Wall or projecting signs may be located on any face of the building, except as provided in 2.308.08.B.4.b, and may project up to 2 feet from the building. (11/05)
 - b. Wall signage located on a Secondary Building Frontage shall be limited to only one sign, limited in size as provided in 2.308.08.A.2. In no case may any signage derived on the primary building frontage be located on the secondary building frontage. (11/05)
 - c. Free-standing signs have no limitations except the signs shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (5/98)
- C. Mixed Use Developments. Signs for developments containing a mixture of commercial and residential uses shall be subject to the following restrictions: (5/98)
 1. Non-commercial uses shall be subject to the provisions in Section 2.308.07. (5/98)
 2. Commercial-industrial uses shall be subject to the provisions for integrated business centers in Section 2.308.8.B. (5/98)
 3. Free-standing signs shall be subject to the provisions in Section 2.308.08.B.2. (5/98)
- D. Additional Signs. Within the limitations of this subsection, the signs below do not require a permit and are not included in calculating allowed area and number of signs. (5/98)
 1. Secondary Entrance. When a business has two public entrances, each on a separate building wall, there is permitted one additional wall sign not to exceed 10 square feet in area for the wall where the entrance is not the primary entrance. (5/98)

2. Directional Signs. Directional signs, such as "Exit" or "Entrance", are allowed either as wall or freestanding signs. Such signs shall be limited to 3 square feet in area and 2 per driveway. Free standing directional signs shall be limited to a height of 6 feet. (5/98)
 3. Menu Boards. Order signs describing products and/or order instructions to a customer, such as menu boards on the exterior of a drive-through restaurant are allowed as follows: one per business limited to 40 square feet in area and a maximum height of 8 feet. Any order sign greater than 10 square feet in area and/or 6 feet in height must be screened from adjacent streets by a sight obscuring fence, wall or hedge. (11/05)
- E. Signs for Temporary Businesses. Temporary businesses may display temporary or portable signs, other than trailer mounted reader boards or any sign that includes flashing or rotating lights or moving parts. The cumulative size of all such signs may not exceed 32 square feet. All temporary signs must be placed within 10 feet of the structure or vehicle used for the temporary business and may not be placed within any public right-of-way. (5/98)
- F. Signs for Mobile Food Vendors
1. In addition to the signs allowed in Section 2.308.08(F)(2) below, Mobile Food Vendors shall be limited to 6 square feet of signage which can be displayed only during hours of operation and shall comply with the provisions within Section 2.308.05.M (1) thru (5) but exempt from the time limit provision. (9/16)
 2. Signs painted upon or affixed directly to the Mobile Food Vendors are exempt from the Sign Code provisions, provided that no sign may protrude from or project above the roofline of the unit. All other signage must comply with the remaining provisions of Section 2.308.
 3. Property on which two or more Mobile Food Vendors are located shall comply with the remaining provisions within the Sign Code. (9/16)
- G. Special Commercial Signs
1. Home Occupation. Maximum area shall be 6 square feet and subject to the location provisions in Section 2.306.07. (5/98)
 2. Residential Sales Office. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07. (5/98)

3. Bed and Breakfast. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07. (5/98)
4. Signs for stadiums in the IBP Zone. Notwithstanding any other regulations in this Chapter, in the IBP zone for stadiums with seating for not less than 4,000 persons, the following shall apply: (11/05)
 - a. Total allowed area. 760 square feet. (11/05)
 - b. Type, maximum number and size of signs. Within the total allowed area, one (1) free standing sign, and a total of no more than two (2) wall or canopy signs. Regardless of the total allowed area, the free standing sign shall be limited to a maximum of 680 square feet. (11/05)
 - c. Maximum sign height: (11/05)
 1. Wall and canopy signs – shall not project above the parapet or roof eaves. (11/05)
 2. Free standing sign – maximum total height of fifty (50) feet. (11/05)
 - d. Location:
 1. Wall signs – may project up to 1.5 feet from the building. (11/05)
 2. Free standing sign – no limitation except shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (11/05)

2.308.09 Conditional Uses

- A. Procedures. Applications for conditional use permits for illumination of non-commercial signs, or electronic message signs shall be processed according to the procedure set forth in Section 3.103 of this Ordinance. The criteria to be reviewed and applied in conditional use permit proceedings for illumination of non-commercial signs or electronic message signs are set forth in this Section. The criteria of Section 3.103 shall not be applied. (Ord 2008-581 10/2008)
- B. Decision Criteria. The following criteria shall be used to review and decide conditional use permit applications for the illumination of non-commercial and electronic message signs: (10/2008 Ord 2008-581)

1. The proposed sign is located in an EG, P, IBP, CR,_CO, MU, CM or a CG zone. (10/08)
2. The proposed sign, when conditioned, will not either: a) significantly increase or lead to street level sign clutter, or b) lead to signs adversely dominate the visual image of the area. (10/08)
3. The proposed sign, as conditioned, will not adversely impact the surrounding area to a significant degree. Electronic Message Signs that are proposed to be located in a P zone adjacent to residential areas shall include mitigation measures such as screening and buffering or other measures to mitigate any impacts onto adjacent properties. Electronic Message Signs proposed to be located in the P zone adjacent to residential areas shall only be illuminated between the hours of 6:00 AM and 11:00 PM and may only be changed once in a 24 hour period. (10/08)
4. The proposed sign will not present a traffic or safety hazard. (5/98)
5. If the application is for the illumination of non-commercial or electronic message sign, no rotary beacon lights, zip lights, strobe lights, or similar devices shall be allowed. No chaser effect or other flashing effect consisting of external lights, lamps, bulbs or neon tubes are allowed. (10/08)

Electronic Message Signs. Electronic Message signs must remain static and unchanging for a period no less than fifteen (15) minutes. Further, the level of illumination must be limited in the following ways:

- a. (A) An electronic message sign that contains a changeable display produced by light emitting diodes, incandescent or low-voltage lamps or bulbs, or cathode ray tubes shall include automatic brightness compensation features to adjust brightness to compensate for the angle and ambient light conditions.
- b. No electronic message sign may be illuminated to a degree of brightness that is greater than 7,500 nits in the daytime and 1,000 nits between sunrise and sunset; provided that electronic message signs comprised solely of one color may not be illuminated to a degree of brightness exceeding the following illumination levels:

1. For a display comprised of red only, the degree of brightness shall not be greater than 3,150 Nits in the daytime and 450 between sunrise and sunset;
 2. For a display comprised of green only, the degree of brightness shall not be greater than 6,300 nits in the daytime and 900 nits between sunrise and sunset;
 3. For a display comprised of amber only, the degree of brightness shall not be greater than 4,690 Nits in the daytime and 670 nits between sunrise and sunset. (10/08)
6. The total allowed sign area for a business shall be reduced by 25% if the business has an electronic message sign. (10/08)
 7. The proposed sign will comply with all other regulations, including, but not limited to height and placement restrictions. (5/98)

2.308.10 Variances

- A. Procedure. Any allowance for signs not complying with the standards set forth in these regulations shall be by variance. Minor variances under Section 3.105.04 of this Ordinance shall not be allowed. Variances to this Section will be processed according to the procedures in Section 3.202.02 as a Type I-B procedure. The criteria in Section 3.105 shall not be used, but instead the following criteria shall be used to review and decide variance applications: (11/05)
 1. There are unique circumstances of conditions of the lot, building or traffic pattern such that: (5/98)
 - a. The existing sign regulations create an undue hardship; (5/98)
 - b. The requested variance is consistent with the purpose of this chapter as stated in Section 2.308.01; and
 - c. The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to any other business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this chapter. (5/98)
 2. The granting of the variance shall not: (5/98)

- a. Decrease traffic safety nor detrimentally affect any other identified items of public welfare. (5/98)
- b. Result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, chain store signs) shall not be listed or considered as a reason for a variance. (5/98)
- c. Be the result of a self-imposed condition or hardship. (5/98)

2.308.11 Exemptions

The following are exempt from the regulations of this Chapter, but may be subject to other regulations under this Development Code or other City regulations:

- A. Public Art as defined by City Ordinance or Resolution. (3/14)

2.434 MOBILE FOOD VENDORS

Where permitted as a Special Permitted Use, M-mobile Ffood Vvendors may be allowed provided that they comply with the following:~~shall meet the following standards:~~

- A. Obtain a license from Marion County Environmental Health or appropriate governing agency.~~A mobile food vendor shall obtain a permit from the City prior to operating at each location. The permit fee shall be set by Council Resolution. The permit shall be valid for a period of one year from the effective date of the permit, and must be renewed annually. A mobile food vendor shall also obtain a license from Marion County Environmental Health or similar county agency prior to operating.~~
- B. Obtain a Keizer permit consistent with all applicable Keizer regulations to operate a Mobile Food Vendor.~~A mobile food vendor shall not operate, nor be located in a public right of way. Mobile food vendors may operate on City owned property provided the permittee is granted authorization by the City.~~
- C. ~~A mobile food vendor may only operate in an approved parking lot, or other hard surface area, where the off-street parking requirements for all uses or activities served by the off-street parking area are met. The location of a mobile food vendor shall not result in the parking area to be reduced to less than the minimum amount of required parking spaces for the existing business (s).~~
- D. ~~The location standards of this section do not apply to mobile food vendors which operate as part of an approved community event or where a mobile food vendor is allowed pursuant to a street closure permit.~~
- E. ~~Operation of a mobile food vendor shall conform with all applicable laws and regulations, including zoning, environmental, and sign code regulations.~~
- F. ~~A mobile food vendor, including all activities associated with the operation, shall not obstruct pedestrian pathways, driveways or drive aisles of any off-street parking area and shall not create a traffic or safety hazard. Adequate vehicle movement and parking shall be provided and shall demonstrate compliance with the intent of the Parking Standards in Section 2.303, and the Public Works street standards.~~
- G. ~~A mobile food vendor which is parked on the same lot for a period of 48 hours or longer shall provide screening for all conduit, tanks, and storage areas from all public areas and streets by sight-obscuring fencing and/or temporary~~

~~landscaping and skirting shall be provided along the perimeter of the mobile food vendor.~~

- ~~H. A mobile food vendor is not a permanent structure and must remain capable of being moved at any time.~~
- ~~I. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter is to be picked up by the mobile food vendors.~~
- ~~J. The placement of more than two (2) mobile food vendors on the same lot shall require that in addition to the above requirements that a permanent covered eating structure is provided. Said structure shall comply with building and zoning requirements in Section 2.110, design requirements in Section 2.315, and provided parking consistent with Section 2.303.~~
- ~~K. Hours of operation for a mobile food vendor are limited from 6:00 a.m. to 11:00 p.m.~~

A BILL

ORDINANCE NO.

2017-_____

FOR

AN ORDINANCE

ADOPTING THE MOBILE FOOD VENDOR PERMIT PROCESS

WHEREAS, the City Council of the City of Keizer desires to allow operation of Mobile Food Vendors in the City in ways that protect and benefit the public health, safety and welfare of existing and future residents and businesses of the City;

WHEREAS, the Council finds that the unique characteristics of Mobile Food Vendor operations and their potential impacts makes it necessary to establish particular requirements for such operations and a separate permitting process for Mobile Food Vendors;

NOW, THEREFORE, the City of Keizer ordains as follows:

Section 1. Purpose. The purpose of this Ordinance is to minimize any adverse public safety and public health impacts that may result from allowing Mobile Food Vendors in the City by adopting particular requirements and a permitting process for such Mobile Food Vendors.

Section 2. Definitions.

A. "Food Handler" means all employees and/or volunteers working for a Mobile Food Vendor.

B. "Manager" means the City Manager of the City of Keizer or his/her designee.

1 C. "Mobile Food Vendor" means a non-permanent use that typically is a truck,
2 van, or trailer which have their wheels intact and have been outfitted to
3 prepare and serve food to pedestrian customers and patrons outside of their
4 vehicles.

5 D. "Owner" means a Person who has an ownership interest in a Mobile Food
6 Vendor.

7 E. "Person" means every natural person, firm, partnership, association, social
8 or fraternal organization, corporation, estate, trust, receiver, syndicate,
9 branch of government, or any other group or combination acting as a unit.

10 F. "Premise" means a single lot or parcel of record.

11 G. "Property Owner" means the owner of record of real property as shown on
12 the latest tax rolls or deed records of Marion County.

13 Section 3. Annual Permit Required. An Owner of any Mobile Food Vendor in
14 the City must possess a valid annual Mobile Food Vendor permit issued under this
15 Ordinance and must comply with the requirements of any and all federal, state or local
16 laws.

17 Section 4. Initial Permit Application and Fee Requirements.

18 A. Application forms for Mobile Food Vendor permits will be available at the
19 Keizer Community Development Department. Applications for initial and
20 renewal Mobile Food Vendor permits must be submitted to the Community

1 Development Department and must be signed under penalty of perjury. The
2 application documents must include at least the following:

- 3 1) The completed application form.
- 4 2) The location of the proposed Mobile Food Vendor.
- 5 3) The written permission signed by the Property Owner.
- 6 4) The true names and addresses of the Owner and, if applicable, the
7 manager.
- 8 5) A detailed description and plans of the unit drawn to scale, including
9 equipment location.
- 10 6) A detailed description of the proposed equipment necessary for the
11 operation of the unit.
- 12 7) A detailed site plan.
- 13 8) Information relating to the times and dates of operation.
- 14 9) Provide copy of the license by the Marion County Environmental
15 Health or other appropriate governing agency.
- 16 10) Detailed illustrations (to scale) of all proposed signage and location
17 of such signage.
- 18 11) Such other information deemed necessary by the Manager to
19 conduct any investigation for the Mobile Food Vendor.

20 B. At the time of submission of an initial Mobile Food Vendor permit
21 application, the applicant must pay a Mobile Food Vendor permit

1 application fee. The fee amount shall be set by Council Resolution. No
2 portion of the Mobile Food Vendor permit fee is refundable in the event
3 operation of the Mobile Food Vendor is discontinued for any reason.

4 C. A separate permit application must be submitted for each proposed Mobile
5 Food Vendor.

6 Section 5. Permit Termination – Renewal – Fee.

7 A. A Mobile Food Vendor permit terminates automatically one year from the
8 date of issuance, unless a permit renewal application is approved.

9 B. A Mobile Food Vendor permit terminates automatically if federal or state
10 statutes, regulations or guidelines are modified, changed, or interpreted in
11 such a way by state or federal law enforcement officials as to prohibit
12 operation of a Mobile Food Vendor under this Ordinance.

13 C. A permit renewal application shall include the same information that is
14 provided on the permittee's initial permit application and must be submitted
15 to the Community Development Department no less than thirty (30) days
16 prior to expiration of the permit.

17 D. At the time of submission of a Mobile Food Vendor permit renewal
18 application, the permittee must pay a Mobile Food Vendor permit renewal
19 application fee. The fee shall be set by Council Resolution.

20 Section 6. Permit Conditions. Any Mobile Food Vendor must comply with the
21 following requirements, in addition to any other federal, state or local requirements:

- 1 A. The Mobile Food Vendor must continue to be licensed in good standing
2 with the Marion County Environmental Health or other appropriate
3 governing agency pursuant to state law.
- 4 B. The Mobile Food Vendor must meet applicable laws and regulations,
5 including, but not limited to, health, zoning, environmental, building and
6 fire codes, including the payment of all fines, fees, and taxes owing to the
7 City.
- 8 C. The Mobile Food Vendor shall not operate, nor be located in a public right-
9 of-way.
- 10 D. The Mobile Food Vendor may only operate in an improved parking lot, or
11 other hard surface area, where the off-street parking requirements for all
12 uses or activities served by the off-street parking area are met. If the Mobile
13 Food Vendor is located on a vacant property with no other existing
14 business, a minimum of two (2) parking spaces per Mobile Food Vendor
15 must be provided consistent with the provisions of the Keizer Development
16 Code.
- 17 E. The Mobile Food Vendor location shall not result in the parking area to be
18 reduced to less than the minimum amount of required parking spaces for
19 the existing business.

- 1 F. The Mobile Food Vendor, including all activities associated with its
2 operation, shall not obstruct pedestrian pathways, driveways or drive aisles
3 of any off-street parking area and shall not create a traffic or safety hazard.
- 4 G. Operating hours for Mobile Food Vendors are limited from 6:00 a.m. to
5 11:00 p.m.
- 6 H. Signage must comply with signage regulations in the Keizer Development
7 Code.
- 8 I. The Mobile Food Vendor shall not place or store any type of supplies,
9 material, or equipment on Property Owner property. All supplies, material,
10 and equipment must be fully contained within Mobile Food Vendor, except
11 that one (1) grill, barbeque, or cooking surface may be used outdoors.
- 12 J. The Mobile Food Vendor may connect to water and sewer if it is available
13 at the Premise, subject to applicable regulations and fees.
- 14 K. The Mobile Food Vendor must require all Food Handlers to obtain food
15 handler cards.
- 16 L. The Mobile Food Vendor shall not allow an accessory structure being
17 placed on the Premise.
- 18 M. The Mobile Food Vendor may be allowed a temporary covered eating area
19 provided that the temporary covered eating area is kept in good condition
20 and maintained to manufacturer's specifications.

1 N. The Mobile Food Vendor must be mobile and on wheels at all times during
2 operation.

3 O. The Mobile Food Vendor is responsible for keeping the Premise free of
4 paper, cardboard, wood, plastic containers, wrappers, and litter.

5 P. The Mobile Food Vendor must be removed if the Mobile Food Vendor is
6 not open for business for four (4) or more consecutive days.

7 Q. The Mobile Food Vendor shall not allow a drive through window.

8 R. If more than two (2) Mobile Food Vendors are located on the same
9 Premises, a permanent 250 square feet covered eating structure and
10 restroom is required.

11 Section 7. Examination of Mobile Food Vendor.

12 A. To determine compliance with the requirements of this Ordinance, Keizer
13 Development Code, and any and all applicable regulations, the Manager
14 may examine or cause to be examined by an agent or representative
15 designated by the Manager, at any reasonable time, the Mobile Food
16 Vendor. Every permittee is directed and required to furnish to the Manager
17 the means and opportunity for making such examinations.

18 B. Without reducing or waiving any provisions of this Ordinance, the Manager
19 or his designee shall have the same access to the Mobile Food Vendor as
20 allowed to county inspectors. Denial or interference with access shall be
21 grounds for revocation or suspension of a Mobile Food Vendor Permit.

1 Section 8. Administrative and Other Remedies for Noncompliance,
2 Administrative Appeals, and Penalties.

3 A. The Manager may deny, suspend, or revoke a Mobile Food Vendor permit
4 for failure to comply with this Ordinance or rules adopted under this
5 Ordinance, for submitting falsified information to the City, or for
6 noncompliance with any other City Ordinances or regulations, or violation
7 of any state laws.

8 1) Any suspension or revocation pursuant to this section shall be in
9 writing, setting forth the reasons therefor, and giving the permittee
10 written notice by first-class United States Mail at least ten (10)
11 calendar days prior to effective date of the revocation or suspension.

12 2) A decision to deny, suspend, or revoke a Mobile Food Vendor permit
13 may be appealed by filing a Notice of Appeal in writing physically
14 delivered to the Manager on or before the effective date. Unless
15 Manager has declared imminent danger to the public will exist, the
16 Manager's decision to revoke or suspend is stayed pending appeal.
17 The matter shall be heard by the Keizer Hearings Officer who shall
18 determine, by preponderance of the evidence, whether the
19 Manager's decision should be upheld or reversed, or upheld in part
20 and reversed in part. The hearing shall be conducted no later than
21 twenty (20) days from the date of appeal, unless a different date is

1 stipulated by the City and the applicant, or good cause is shown for
2 setting the matter forward. Testimony at the hearing shall be taken
3 upon oath or affirmation of the witnesses. The Hearings Officer
4 shall consider only the matters set forth in the Notice of Appeal. The
5 Findings and Decision of the Hearings Officer shall be served upon
6 the appellant by first class mail within ten (10) days after the hearing
7 concludes. The Hearings Officer decision shall be effective ten (10)
8 days following the date of the decision. The Findings and Decision
9 of the Hearings Officer shall be final and conclusive, subject only to
10 writ of review under ORS 34.010 to 34.100, which shall be the sole
11 remedy.

12 B. In addition to the remedies of suspension and revocation, failure to comply
13 with the requirements of this Ordinance or the conditions of the permit
14 constitutes an infraction under the Civil Infraction Ordinance. Violations
15 are subject to fines not to exceed \$500.00 per day. Each day in violation
16 constitutes a separate offense.

17 C. The remedies provided in this Section are not exclusive and shall not
18 prevent the City from exercising any other remedy available under the law.

19 Section 9. Severability. If any section, subsection, paragraph, sentence or word
20 in this Ordinance is deemed to be invalid or beyond the authority of the City, either
21 on its face or is applied, the invalidity of such provision shall not affect the other

1 sections, subsections, paragraphs, sentences, or words of this Ordinance, and the
2 application thereof; and to that end sections, subsections, paragraphs, sentences and
3 words of this Ordinance shall be deemed severable.

4 Section 10. Effective Date. This Ordinance shall take effect thirty (30) days after
5 its passage.

6 PASSED this _____ day of _____, 2017.

7

8 SIGNED this _____ day of _____, 2017.

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10

11

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14

15

Mayor

City Recorder

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: SALEM-KEIZER SCHOOL DISTRICT FIBER PROJECT

The Salem-Keizer School District has requested the cities of Salem and Keizer to allow it to build a fiber optic telecommunications system in the public right-of-ways. The project would connect the schools and other district facilities.

The Federal Communications Commission (FCC) has established a program that allows school districts to access the internet via the E-Rate program. The E-Rate grant would reimburse SKSD approximately 80% of the cost of the fiber project with the expected cost at approximately \$15 million.

Normally, “telecom providers” pay a franchise fee for the use of the public right-of-way. The fee is typically based on a percentage of revenues. In this case, there are no revenues, in fact, under the federal rules, the school district is prohibited from receiving any revenues from the fiber system.

The school district has negotiated an agreement that is roughly similar to the one they have worked out with the City of Salem. The issue is one of franchise fees, or more properly, fees for use of the right-of-way. The school district has agreed to pay the City of Salem \$10,000 per year to use the city’s right-of-way. They will pay it in a lump sum of \$100,000 for a 10-year period. The school district has agreed to pay Keizer \$4,000 per year to use the city’s right-of-way. The agreement is attached to the enclosed Resolution for your consideration.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2017-____

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5 AUTHORIZING CITY MANAGER TO SIGN INTERGOVERNMENTAL
6 AGREEMENT BETWEEN THE CITY OF KEIZER AND SALEM-
7 KEIZER SCHOOL DISTRICT 24J

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9 WHEREAS, City is authorized to grant a non-exclusive right to occupy the City's
10 rights-of-way to construct, operate, use and maintain telecommunications service, gas
11 service, electricity and other public utilities within the boundaries of the City;

12 WHEREAS, Salem-Keizer School District 24J provides public education within
13 the City;

14 WHEREAS, the parties are eligible to enter into an intergovernmental agreement
15 pursuant to ORS Chapter 190;

16 WHEREAS, the parties desire to enter into an intergovernmental agreement to
17 allow Salem-Keizer School District 24J to use the City's right-of-ways pursuant to such
18 agreement;

19 NOW, THEREFORE,

20 BE IT RESOLVED by the City Council of the City of Keizer that the City
21 Manager is authorized to sign the attached Intergovernmental Agreement Between the
22 City of Keizer and Salem-Keizer School District 24J.

23 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
24 and all actions necessary to effect the agreement.

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

3 PASSED this _____ day of _____, 2017.

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5 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KEIZER AND
SALEM-KEIZER SCHOOL DISTRICT 24J**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Keizer, an Oregon municipal corporation (“City”), and the Salem-Keizer School District 24J, a municipal corporation (“School District”) (collectively referred to herein as the “Parties”).

RECITALS

1. Pursuant to federal law, state statutes, the Keizer City Charter, and Keizer ordinances, the City is authorized to grant the non-exclusive right to occupy the City’s Rights-of-Way or other public property in order to construct, operate, use and maintain telecommunications service, gas service, electricity and other public utilities, within the municipal boundaries of the City of Keizer.
2. The City has found that the School District is a municipal corporation authorized under ORS Chapter 332 to provide public K-12 education within the City of Keizer. The School District’s use of the City’s Rights-of-Way is not for the purpose of a business enterprise for commercial purposes.
3. The Parties agree that the School District will not derive any Gross Revenue from the Telecommunications Service provided on the Telecommunications System occupying the City’s Rights-of-Way pursuant to this Agreement.
4. The School District is eligible for a grant under the federal E-rate program. Under the terms of the grant, the School District is prohibited from deriving Gross Revenue from the Facilities used to provide Telecommunications Services subject to this Agreement.
5. The City has found that the School District provides a unique service to its constituents for public benefit and not for commercial gain, and which will be furthered by the execution of this Agreement.
6. The School District desires to enter into an intergovernmental agreement with the City, pursuant to ORS Chapter 190 to authorize the use of the City’s Rights-of-Way. The School District is organized as a public corporation organized under ORS 332.072 and authorized to enter into an intergovernmental agreement as a unit of local government as defined in ORS 190.003.

AGREEMENT

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION.

1.1 Throughout this Agreement, captions are intended solely to facilitate reading and reference and shall not affect the meaning and interpretation of this Agreement.

1.2 When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

1.3 For the purpose of this Agreement, the following terms, phrases, and their derivations shall have the meanings given below unless the context indicates otherwise.

1.3.1 “Agreement” means this Agreement, as fully executed by the City and the School District.

1.3.2 “City” means the City of Keizer, Oregon, a municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.

1.3.3 “City Manager” means the City Manager of the City of Keizer, or any designee thereof.

1.3.4 “City Council” or “Council” means the governing body of the City of Keizer.

1.3.5 “City Recorder” means the City Recorder of the City of Keizer, or any designee thereof.

1.3.6 “Facility” means any tangible component of the School District’s Telecommunications System including, but not limited to, fiber, wires, cables, pipes, mains, ducts, conduits, vaults, pedestals, poles, antennas, power boxes, cabinets and electronic equipment.

1.3.7 “Gross Revenues” means any and all revenue in whatever form, grant, subsidy, exchange, or otherwise directly or indirectly received by the School District for Telecommunications Service provided to subscribers within the City of Keizer subject to all applicable limitations imposed by federal and/or state law.

1.3.8 “Minimum Annual Fee” means the minimum annual amount paid to the City of Keizer under this Agreement. The Minimum Annual Fee for this Agreement shall be four thousand dollars (\$4,000).

1.3.9 “Person” means any individual, governmental entity, sole proprietorship, partnership, association, joint stock company, trust, limited liability company, or other form of organization authorized to do business in the State of Oregon, and includes any natural Person.

1.3.10 “Public Works Director” means the Public Works Director of the City of Keizer, or any designee thereof.

1.3.11 “Rights-of-Way” means the surface of, and the space above and below, any street, road, alley, highway, sidewalk, utility easement, public square, public park, or other public place owned or otherwise held by the City; or managed by, or under the jurisdiction of the City.

1.3.12 “Risk Manager means the person or entity so designated by the City Manager.

1.3.13 “Telecommunications Service” means any service provided for the purpose of voice, video or data transmission, including, but not limited to, local exchange service, access service, extended area service, call origination, interconnection, switching, transport, call termination and/or any other telecommunications service identified and authorized by the Federal Communications Commission (“FCC”) or the Oregon Public Utilities Commission. Telecommunications Service does not include any of the following: cable service as defined by 47 U.S.C. § 522; open video system service as defined in 47 C.F.R. § 76; private communications system services provided without using the public rights-of-way; over-the-air radio or television broadcasting to the public-at-large from Facilities licensed by the FCC or any successor thereto; direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act of 1996; or commercial mobile radio service as defined by 47 C.F.R. § 20.3.

1.3.14 “Telecommunications System” means all Facilities owned, leased, rented, maintained or used by the School District for the purpose of providing Telecommunications Service and located in, under and/or above Rights-of-Way.

SECTION 2. GRANT OF AUTHORITY.

2.1 The City hereby grants to the School District the non-exclusive right to occupy the City’s Rights-of-Way for the purpose of construction, use, operation and maintenance of a Telecommunications System. The School District shall use its Telecommunications System solely to provide Telecommunications Service.

2.2 Prior to providing any telecommunications services via all or part of the Telecommunications System that is the subject of this Agreement, the School District shall apply for and obtain such authority from the Oregon Public Utility Commission and/or the Federal Communications Commission, if required under State or Federal law. The School District shall provide the City with documentation of such authority upon written request.

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2.3 This Agreement and the grant of authority conferred herein are not exclusive. The City reserves the right to grant the authority to others to use the City's Rights-of-Way or other public property during the term of this Agreement. The School District shall respect the rights and property of the City and other authorized users of the Rights-of-Way. This Agreement does not confer on the School District any right, title or interest in any Right-of-Way beyond that expressly conferred herein. This Agreement does not confer any right or privilege to use or occupy any other property of the City or any other entity.

2.4 Nothing in this Agreement shall be construed to prevent the City from constructing sewers; from grading, paving, repairing or altering any Right-of-Way or from constructing, installing, repairing or removing water mains or any other public work or improvement. If any of the School District's Telecommunications System interferes with the work described in this subsection, the School District's Telecommunications System shall be removed or replaced according to Section 11 of this Agreement.

SECTION 3. EFFECTIVE DATE; TERM; TERMINATION.

3.1 The effective Date of this Agreement shall be the first day following the date on which both Parties sign this Agreement (the "Effective Date").

3.2 This Agreement, and all rights and obligations pertaining hereto, shall, subject to any applicable statutory or regulatory limitations on the maximum term allowed for public contracts, continue in full force and effect for an initial term of ten (10) years, commencing on the Effective Date. Unless sooner terminated by either party as set forth in subsections 3.3 and 3.4 below, at the end of the initial ten year term, this Agreement shall renew automatically for two (2) additional five (5) year terms. Pursuant to Oregon Revised Statute ("ORS") 221.460, in no event shall the term of this Agreement extend beyond twenty (20) years from the Effective Date.

3.3 This Agreement may be terminated by mutual written consent of the Parties at any time.

3.4 Either party may terminate this Agreement at any time and for any or no cause by providing not less than one hundred and eighty (180) days advance written notice to the other party, provided, however that this Agreement shall automatically terminate if the School District does not pay the fee required under Section 5 within one hundred and eighty (180) days of its due date.

3.5 Nothing in this section shall be interpreted as limiting or altering the rights of the City or the process for the City to exercise its rights under Section 20 of this Agreement, including but not limited to, the amount of prior notice the City must provide the School District as provided for in Section 20 of this Agreement.

3.6 Upon termination of this Agreement, the disposition of the School District's property and Facilities that occupy the Rights-of-Way shall be governed by Section 17 of this Agreement.

SECTION 4. PERFORMANCE.

4.1 To the extent authorized by law, this Agreement is subject to the Charter of the City of Keizer and general ordinance provisions passed pursuant thereto, now in effect or hereafter made effective.

4.2 During the entire term of this Agreement, the School District agrees to comply with all lawful terms and conditions of any provisions of Keizer ordinances and regulations which require underground utilities in subdivisions and partitions, the provisions of which are incorporated herein as though fully set forth. The School District reserves the right to challenge any of the terms and conditions of such ordinances and regulations under applicable federal and state law in the future.

SECTION 5. PAYMENTS; AUDITING.

5.1 As compensation for the benefits and privileges granted pursuant to this Agreement, and in consideration for use of the Rights-of-Way, the School District shall pay to the City an annual (based on the calendar year) fee for the duration of this Agreement. The fee amount shall be the Minimum Annual Fee of four thousand dollars (\$4,000). The School District represents and warrants that it does not and will not derive Gross Revenues from Telecommunications Services provided for under this Agreement. If the School District begins deriving such Gross Revenues during the term of this Agreement, the School District shall immediately notify the City in writing and agree to negotiate amendments to this Agreement to provide for payment terms for auditing procedures, and to designate the provisions of the amendments as material to this Agreement.

5.2 The School District shall remit to the City the annual fee payable under Section 5.1 as follows:

5.2.1 Within thirty (30) days of the Effective Date, the School District shall pay to the City the first annual payment for the initial ten-year term of this Agreement, as provided for in Section 3.2. Thereafter, the School District shall pay the annual payment between July 1 and July 30 each year this Agreement is in effect.

5.2.2 No portion of the Minimum Annual Fees paid to the City in accordance with this Section shall be refunded or otherwise credited to the School District against any fees, taxes, charges, penalties, or other financial obligations due to the City if this Agreement is forfeited or otherwise terminated or revoked under the provisions of Section 20 of this Agreement or is terminated by the School District for any reason. If this Agreement is terminated for any other reason, the City shall refund or credit to the School District an amount equal to the pre-paid Minimum Annual Fee for each remaining full annual period of that term of this Agreement, without proration for the remainder of the current annual period at the time of the forfeiture/termination/revocation of the Agreement.

5.3 Fee payments not received by the City on or before the due date shall be assessed interest based on the average prime interest rate set by the bank with which the City contracts for its general banking services on December 31st of the previous year, plus three percent (3%). At no time shall interest be reduced to less than twelve percent (12%). Interest shall be due on the entire late payment from the date on which the payment was due and payable until the date on which the City receives the payment. Interest shall accrue without regard to whether the City has provided notice of the delinquency.

5.4 No acceptance of any fee payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim that the City may have for further or additional sums payable.

SECTION 6. REPORTS.

6.1 Within thirty (30) days of receipt of same, the School District shall submit to the City copies of all decisions, orders, and judgments by any federal, state and local court, regulatory agency, and other government body, in which the School District is a party, which substantially and materially affects the School District's obligations under this Agreement.

6.2 The School District shall make available to the City, upon not less than fourteen (14) days prior written notice, such information or reports pertinent to enforcing the terms of this Agreement, in such form and at such time as the City may request.

SECTION 7. CHANGE OF LAW; AMENDMENT OF INTERGOVERNMENTAL AGREEMENT.

7.1 This Agreement 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 Agreement. Each party agrees to bargain in good faith with the other party concerning such proposed amendments. This Agreement 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 Agreement.

7.2 To the extent any lawful City rule, ordinance, or regulation is adopted or amended and is generally imposed on similarly situated Persons or entities, the rule, ordinance or regulation shall apply without need for amendment of this Agreement. The City shall provide the School District with notice of any such change in law prior to its adoption. Such change will not affect the School District's reserved right of challenge as described in Section 4 of this Agreement.

SECTION 8. TAXES AND FEES.

Payment of the fee due under this Agreement shall not exempt the School District from the payment of any other license fee, permit fee, tax or charge on the business, occupation, property, activity or income of the School District that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, permit fee, tax or charge.

SECTION 9. INSURANCE; PERFORMANCE LETTER OF CREDIT; CONSTRUCTION BOND.

9.1 The School District shall obtain and maintain in effect during the term of this Agreement a policy or policies of commercial general liability insurance with combined single limits, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence/ \$4,000,000 (four million dollars) in the aggregate for Bodily Injury, Death Property Damage, Contractual Liability, and Completed Operations. The School District shall also obtain and maintain in effect during the term of this Agreement Professional Liability coverage with combined single limits of not less than \$2,000,000 (two million dollars). The insurance shall be without prejudice to otherwise existing coverage and shall name and cover as additional insureds the City, its officers, agents, and employees. The School District shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance. The certificate of insurance as specified under subsection 9.2 below shall provide that this insurance shall not be canceled or materially altered without thirty (30) days written notice first being given to the City Manager and the City's City Recorder. If the insurance is canceled or materially altered within the term of this Agreement, the School District shall provide a replacement policy with the same terms.

9.2 The School District shall maintain on file with the City's City Recorder a certificate of insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City's Risk Manager. Liability insurance through a captive insurance provider that is the primary carrier for School District shall be acceptable under this Agreement so long as the minimum coverage amounts required under this Agreement are satisfied.

SECTION 10. INDEMNIFICATION.

10.1 Subject to the limitations set forth in ORS 30.260 through ORS 30.300, the Oregon Tort Claims Act, and the Oregon Constitution each party shall indemnify and defend the other, and the other's officials, agents and employees, against any and all claims, demands, causes of action, suits, proceedings, damages, costs, reasonable attorney's fees or liabilities ("Claims") arising out of, pertaining to, or occurring through the exercise of, the rights and privileges retained by, granted to, or exercised by that party pursuant to this Agreement. Each party shall give to the other notice in writing of any such Claims within twenty (20) days of the date that party receives notice of any such Claims. Neither party shall settle, compromise or take any action prejudicial to the other's defense of or interest in such Claims without the express written consent of the other party.

10.2 The School District also shall indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from the School District's failure to remove, adjust or relocate any of its Facilities in the Rights-of-Way in a timely manner in accordance with a relocation schedule furnished to the School District by the Public Works Director, unless the School District's failure arises directly from the City's negligence or willful misconduct.

10.3 The School District agrees to forever indemnify the City against any claims, suits, actions, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of the release or threat of release of any hazardous substance as defined in ORS 465.200(16) caused by the School District's ownership, operation or maintenance of a Telecommunications System in the Rights-of-Way.

SECTION 11. CONSTRUCTION AND RELOCATION.

11.1 The School District shall maintain maps and data pertaining to all of its Facilities located in the City on file at an office in Oregon. With no less than twenty-four (24) hours prior notice, the City may inspect the maps and data at any time during business hours. Upon request of the City and without charge, the School District shall furnish current maps and data to the City, either in printed form or, if the City maintains compatible data base capabilities, then by electronic data in read-only format, showing the location of all the School District's Facilities within the City. Upon completion of any and all of its Facilities in the Rights-of-Way, the School District shall provide a map consistent with this Section to the City, showing the location as-built of its installed Telecommunication System in the Rights-Of-Way. Such as-built maps shall be in a form acceptable to the Public Works Director and shall define specific locations of Facilities. Unless permitted by law, the City will not sell or transmit the School District maps or data to third parties unless permitted by the School District. The City will make available to the School District at no cost any relevant City-prepared maps or data.

11.2 Subject to applicable rules and regulations of the City, the School District may perform all excavations and other work necessary to construct, operate and maintain its Telecommunications System. All construction and maintenance of any and all Facilities within Rights-of-Way shall, regardless of who performs the excavation, installation and/or construction, are and shall remain the responsibility of the School District. The School District shall apply for and obtain all permits necessary for excavation, installation, construction, and/or maintenance of any Facilities located in the Rights-of-Way and shall pay all applicable fees due for City permits. The School District must also give such notice as required by law to other franchisees, licensees or permittees of the City, and/or other units of government owning or maintaining Facilities which may be affected by the proposed work.

11.3 Prior to beginning any excavation, installation, or construction work, the School District shall provide the City with an initial schedule and the estimated total cost of such work. When the School District's work under its permit is completed, the School District shall provide the City with the total amount of Right-of-Way, measured linearly, occupied by the School District's Telecommunications System, and with a map showing the location of its installed Telecommunications System, as-built. Such "as-built" maps shall be in a form acceptable to the Public Works Director.

11.4 All work by the School District in the Rights-of-Way shall be properly safeguarded for the prevention of accidents. All of the School District's work under Sections 11 and 12 of this Agreement shall be done in strict compliance with all applicable laws, ordinances, rules and regulations of the City and the State of Oregon.

11.5 Within thirty (30) days of any change in location of the School District's Telecommunications System, the School District shall provide a map to the Public Works Director, showing the location of the School District's Telecommunications System on whatever standard scale the City adopts for general use. The School District shall also provide such maps in an electronic format acceptable to both the City and the School District.

11.6 In the event that emergency repairs to its Telecommunications System are necessary, the School District shall immediately notify the City of the need for such repairs. The School District may immediately initiate such emergency repairs and shall apply for appropriate permits the next business day following discovery of the emergency. The School District shall comply with all Keizer ordinances and regulations relating to any excavations or construction undertaken during emergency repair work, including the payment of permits or license fees. If emergency work has been done in a manner or location unacceptable to the City, the City shall notify the School District in writing. The School District shall make all appropriate modifications and relocation within sixty (60) days of such written notice.

11.7 The School District shall comply with ORS 757.542 through ORS 757.562 and the rules and regulations promulgated thereunder in making excavations.

11.8 The City shall have the right to require the School District to change the location of any of its Facilities located within the Rights-of-Way when public convenience and necessity requires such change, and the expense thereof shall be paid solely by the School District. Should the School District fail to remove or relocate any such Facilities by the date established by the City, which, except in the event of a public emergency, shall not be sooner than ninety (90) days after City's written notice to remove/relocate, the City may cause or effect such removal or relocation, and the expense thereof shall be paid by School District, including all direct, indirect or consequential costs and expenses incurred by the City due to the School District's delay. If the City requires the School District to relocate any of its Facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide the School District with an alternate location for such Facilities.

11.9 As permitted by, and in accordance with any applicable law, administrative rule, or regulation, the City may require the School District to remove and replace any overhead Facilities with underground Facilities at the same or different locations subject to the School District's engineering and safety standards. The expense of such a conversion shall be paid by the School District. Nothing in this subsection prevents the City and the School District from agreeing to a different form of cost recovery consistent with applicable statutes and administrative rules or regulations on a case-by-case basis.

11.10 The School District's Telecommunications System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other Facilities that may have been laid in the Rights-of-Way by the City or pursuant to the City's authority.

11.11 Upon The School District's acquisition of any Facilities located in the Rights-of-Way, or upon any addition or annexation to the City of any area in which the School District

owns or controls any Facilities in the Rights-of-Way, the School District shall submit to the City a written statement describing all Facilities involved, along with any documentation evidencing such acquisition and specifying the location of all such Facilities. Such Facilities shall immediately be subject to the terms of this Agreement upon acquisition or control by the School District.

11.12 The City may require the School District to temporarily remove and/or relocate Facilities located in any Right-of-Way by giving not less than thirty (30) days advance written notice to the School District. Prior to such removal and/or relocation, the City agrees to provide a suitable substitute location for such relocated Facilities to maintain service. The City will assist in acquiring any needed easements if required square footage is not available in the Rights-of-Way. The cost of removal and relocation of its Facilities to accommodate public projects shall be paid by the School District; however when such removal and relocation are to be temporary and both the initial and the subsequent relocation are for public projects and not at the request of or to accommodate a private party, initial relocation costs shall be paid by the School District and the costs of subsequent relocations occurring less than two years after the initial relocation shall be paid by the City.

11.13 Nothing in this Agreement shall be construed in any way to prevent the City from excavating, grading, paving, planking, repairing, widening, altering, or doing any work in any Rights-of-Way. The City shall coordinate any such work with the School District to avoid, to the extent reasonably foreseeable, any obstruction, injury or restriction on the use of any of the School District's Facilities. Nothing in this Section relieves the School District from its obligations set forth in Section 8.

SECTION 12. RESTORATION OF RIGHTS-OF-WAY.

12.1 Whenever the School District disturbs the surface of any Right-of-Way for any purpose, the School District shall promptly restore the Right-of-Way to as good or better condition than it had been prior to such disturbance.

12.2 All restoration of Rights-of-Way surfaces shall be subject to the approval of the Public Works Director who may issue an order requiring correction of the restoration work. If the correction order is not complied with within thirty (30) days or any other such time as may be specified in the order, the City may restore the surface of the Rights-of-Way, in which case the School District shall pay all costs of the restoration work to the City, including the resurfacing, inspection, supervision, and administrative costs of the resurfacing. If the City restores the surface of any Rights-of-Way under this Subsection, the School District shall also pay for the cost of issuing the correction order. If the work by the School District creates a public safety hazard as determined by the Public Works Director, the School District may be required to repair or restore such Right-of-Way within twenty-four (24) hours of such determination or within such time as otherwise agreed upon by the Public Works Director and the School District.

12.3 The School District may prune or cause to be pruned, using proper arboricultural practices, any tree located in the Right-of-Way which substantially interferes with the School District's Telecommunications System if the School District gives no less than fourteen (14) days

advance written notice to the City's Urban Forester, the City's City Recorder and any adjoining property owners. Such pruning work shall be the minimum amount required to alleviate the substantial interference with the operation of the School District's Telecommunications System. Any contractor engaged by the School District to perform work under this Subsection must be approved by the City in advance of the performance of any work. Any wood, debris or other matter resulting from the pruning of trees shall be removed from the Right-of-Way on the same day pruning occurs.

SECTION 13. USE OF DUCTS BY CITY; COMMON USERS.

13.1 For purposes of this Section:

13.1.1 "Attachment" means any wire, optical fiber or other cable, and any related device, apparatus or auxiliary equipment, for the purpose of voice, video, or data transmission.

13.1.2 "Conduit Facility" means any structure, or section thereof, containing one or more ducts, conduits, manholes, hand holes or other such Facilities in the School District's Telecommunications System.

13.1.3 "Duct" means a single enclosed raceway for conductors, optical fiber, wire or other cable.

13.1.4 "Licensee" means any Person, governmental entity, firm, corporation, partnership, company, association, joint stock association or cooperatively organized association franchised, licensed or otherwise permitted by the City to use the Rights-of-Way. For the purpose of this Section, the School District shall not be construed to be a "Licensee" as defined herein.

13.1.5 "Municipal Purposes" includes, but is not limited to, the use of the structures and for City fire, police, traffic, water, telephone, or signal systems. "Municipal Purposes" does not include: (1) the sale or lease of Telecommunications Services to third parties; (2) the transfer of any rights by the City to third parties for the purpose of providing the City with access to interexchange carriers; or (3) the transportation of water or wastewater.

13.1.6 "Surplus Ducts or Conduits" are Conduit Facilities other than those occupied by the School District or any prior Licensee, one unoccupied Duct held by the School District as an emergency use spare, and other unoccupied Ducts that the School District reasonably expects to use within the next eighteen (18) months.

13.2 The School District acknowledges that the Rights-of-Way have a finite capacity for containing Ducts and conduits. Therefore, the Public Works Director may require the School District to permit a Licensee to use the School District's Surplus Ducts or Conduits in common with the School District, pursuant to the terms and conditions of an agreement between the

School District and the Licensee and in accordance with applicable federal laws, rules, and regulations. If the School District and Licensee fail to agree to the use of such Surplus Ducts and Conduits within a reasonable time, the City Council shall establish by resolution such terms, conditions and regulations for such common use as it may determine to be fair and equitable.

13.3 A Licensee occupying part of a Duct shall be deemed to occupy the entire Duct.

13.4 The School District shall give not less than 120 days' advance written notice to a Licensee and the City of its need to occupy any licensed Duct or conduit, and shall propose that the Licensee take the first feasible action listed:

13.4.1 Pay revised Duct or conduit rent designed to recover the cost of retrofitting the Duct or conduit with multiplexing, optical fibers, or other space-saving technology sufficient to meet the School District's space needs; or

13.4.2 Pay revised Duct or conduit rent based on the cost of new Ducts or conduits constructed to meet the School District's space needs; or

13.4.3 Vacate Ducts and conduits that are no longer surplus; or

13.4.4 Construct and maintain sufficient new ducts or conduits to meet the School District's space needs.

13.5 When two or more Licensees occupy a section of Conduit Facility, the last Licensee to occupy the Conduit Facility shall be the first to vacate or construct new conduit. When conduit rent is revised because of retrofitting of space-saving technology or construction of new conduit, all Licensees shall bear the revised cost equally.

13.6 All Attachments shall meet local, state, and federal clearance and other safety requirements, be properly grounded and anchored, and meet the provisions of contracts executed between the School District and the Licensee. The School District may, at its option, correct any Attachment deficiencies and charge the Licensee for its costs. Each Licensee shall pay the School District for any fines, fees, damages, or other reasonable costs the Licensee's Attachments cause the School District to incur.

13.7 The City may install or affix and maintain wires and equipment for Municipal Purposes within any of the School District's Surplus Ducts or Conduits as defined in this Section upon not less than thirty (30) days' written notice to the School District and in accordance with applicable federal laws, rules, and regulations. The City shall provide written notification to the School District indicating the date on which the City intends to abandon or otherwise discontinue the use of the School District's Surplus Ducts or Conduits. All work to affix or maintain City wires and equipment shall be performed by the School District, according to the City's written specifications and subject to approval by the City, and shall be performed at the City's expense for the School District's direct costs of material and labor. Any damage caused by the School District to the City's wires and equipment when following the procedure approved by the City shall be repaired at the expense of the City. In the event of an emergency requiring the City to

obtain immediate access to the School District's Surplus Ducts or Conduits, as reasonably determined by the City, the thirty (30) day written notice requirement shall be waived. In the event of such an emergency, the City shall contact the School District, informing the School District of the emergency and the City's need for immediate access. If the School District does not provide personnel on site within four (4) hours of the request, the City shall have the right to access the Surplus Ducts or Conduits with its own personnel. If the City damages the School District's Facilities during such emergency access, the City shall be responsible for the repair of such damages and all of the costs thereof.

13.8 The value of the City's use of the School District's Surplus Ducts or Conduits shall not be deducted from the School District's fee or any other fees payable to the City.

SECTION 14. TEMPORARY RELOCATION AT THE REQUEST OF THIRD PARTIES.

Whenever it is necessary to temporarily relocate or rearrange any Facility of the School District to permit the passage of any building, machinery or other object, the School District shall perform the work upon thirty (30) business days' written notice from the Persons desiring to move the building, machinery or other object. The notice shall: (1) demonstrate that the third party has acquired any necessary permit from the City; (2) detail the route of movement of the building, machinery or other object; (3) provide that the Person requesting the temporary relocation shall be responsible for the School District's costs; (4) provide that the requestor shall indemnify and hold harmless the City and the School District from any and all damages or claims resulting either from the moving of the building, machinery or other object or from the temporary relocation of the School District Facilities; and (5) be accompanied by a cash deposit or other security acceptable to the School District for the costs of relocation. The cash deposit or other acceptable security shall be in an amount reasonably calculated by the School District to cover the School District's costs of temporary relocation and restoration. The School District may, in its sole discretion, waive the cash deposit or other acceptable security requirement.

SECTION 15. RIGHT-OF-WAY VACATION.

If any Right-of-Way or portion thereof used by the School District is vacated by the City during the term of this Agreement, the School District shall, without expense to the City, remove its Telecommunications System therefrom and restore, repair or reconstruct the Right-of-Way or portion thereof in as good or better condition as before the removal, unless the City Council specifically reserves to the School District the right to continue to use the vacated Right-of-Way. In the event of failure, neglect or refusal of the School District, after ninety (90) days' notice by the City, to restore, repair, reconstruct, improve or maintain such vacated Right-of-Way, the City may perform such work or cause such work to be performed. The direct, indirect, and consequential costs thereof, as a result of the School District's delay, as determined by the City Council, shall be entered in the Docket of City Liens against any property of the School District, and such lien shall be enforced in like manner and with like effect as other liens entered in such docket. In the event of vacation under this Section, the City shall cooperate with the School District to identify alternative locations within the Rights-of-Way for placement of the School District's Facilities.

SECTION 16. MAINTENANCE OF FACILITIES.

The School District shall be solely responsible for performing all required maintenance and improvements to its Telecommunications System and for installing all safeguards reasonably necessary to prevent injury to any Person, or to any publicly or privately own property, and the School District shall be solely responsible for all costs thereof. The School District shall be responsible, at its own expense, for repairing any trench settlement or other paving defect resulting from the installation of Facilities in the Rights-of-Way.

SECTION 17. DISCONTINUED USE OF FACILITIES.

Whenever the School District intends to permanently discontinue use of part or all its Telecommunications System, the School District shall submit a completed application to the Public Works Director for approval, describing the Facility or Facilities involved and the date on which the School District intends to discontinue its use. The School District must remove the Facility or request that the City permit the Facility to remain in place, which permission shall *be in the sole discretion of the City*. If the School District is permitted to abandon its Facilities in place as evidenced by written consent from the City, the School District shall submit to the City a deed or other form of documentation acceptable to the City Attorney transferring ownership of such Facilities in the Rights-of-Way to the City. After the transfer of ownership is complete, the School District shall have no further obligation for the Facilities except as otherwise provided for in this agreement, including but not limited to, indemnifying the City for any claims, damages, or harm caused by Hazardous Substances as provided for in Section 10.3 and 18.4.

Notwithstanding the School District's request that any such Facility remain in place, the Public Works Director may require the School District to remove the Facility from the Rights-of-Way, or modify the Facility, or a combination of both, in order to protect the public health and safety, or otherwise serve the public interest. The School District shall complete such removal or modification in accordance with a schedule set by the Public Works Director. Until the City consents to the School District's abandonment, or the School District removes or modifies the Facility as directed by the Public Works Director, or until the rights to and responsibility for the Facility are accepted by another Person or entity having authority to construct and maintain such Facilities, the School District shall be responsible for all necessary repairs and relocations of the Facilities, as well as restoration of the Rights-of-Way, in the same manner and degree as if the Facilities were in active use. The School District shall also retain all liability for such Facilities.

SECTION 18. HAZARDOUS SUBSTANCES

18.1 The School District shall comply with all applicable state and federal laws, statutes, regulations and orders concerning hazardous substances relating to the School District's Telecommunications System in the Rights-of-Way. For purposes of this Section 18, "Hazardous Substance" shall have the meaning given by ORS 465.200(16).

18.2 Upon reasonable notice to the School District and in the presence of an authorized representative of the School District, the City may inspect the School District's Facilities in the Right-of-Way to determine if any release of Hazardous Substances has occurred, or may occur, from or related to the School District's Telecommunications System.

18.3 In removing or modifying any of its Facilities as provided in this Agreement, the School District shall also remove all residue of Hazardous Substances in compliance with applicable environmental clean-up standards related thereto.

18.4 City and the School District expressly acknowledge that the City shall have no liability whatsoever for any claims, damages or harm caused by or related to the existence or release of Hazardous Substances in or by the School District's Telecommunications System, or for the School District's failure to adequately address or clean up such Hazardous Substances. The School District shall indemnify City for any claims, damages or harm according to the requirements of Subsection 10.3 of this Agreement.

SECTION 19. ASSIGNMENT, TRANSFER, MERGER, LEASE OR MORTGAGE.

19.1 This Agreement shall not be assigned nor any of the School District's Telecommunications System located in the Rights-of-Way be sold, mortgaged, assigned or otherwise transferred, without the prior written consent of the City, except to entities that control, are controlled by, or are under common control with, the School District. The School District shall notify the City of any proposed transfers to such entities no less than thirty (30) days in advance of such assignment or transfer. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance.

19.2 Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of tangible assets of the School District's Telecommunications System for the purpose of financing the acquisition of equipment for, or the construction and operation of, the School District's Telecommunications System without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights under this Agreement.

19.3 In determining whether the City will consent to any sale, lease, mortgage, assignment, merger or transfer of the School District's Telecommunications System, the City may inquire into the technical, legal, and financial qualifications of the prospective party with respect to its ability to perform under this Agreement, and the City may condition its consent upon satisfactory results of such inquiry. The School District shall assist the City with any such inquiry. The City shall not unreasonably delay or withhold its consent to any such sale, lease, mortgage, assignment, transfer or merger.

19.4 No sale, lease, mortgage, assignment, transfer or merger for which the City's consent is required may occur until the School District's successor, assignee or lessee has complied with the requirements of this Agreement, including, but not limited to, providing certificates of insurance, unless the City Council waives such compliance by official act.

19.5 Within ten (10) days after execution and delivery of any instrument so consented to by the City, the School District shall file with the City Recorder an executed counterpart or certified copy thereof.

SECTION 20. FORFEITURE AND REMEDIES; FORCE MAJEURE.

20.1 In addition to any other rights set out elsewhere in this Agreement, the City reserves the right to declare a forfeiture of this Agreement and all of the School District's rights arising hereunder, upon the occurrence of one or more of the following:

20.1.1 The School District violates any material provision of this Agreement;

20.1.2 The School District is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City;

20.1.3 There is a final determination that the School District has failed, refused, neglected or is otherwise unable to obtain or maintain any permit required by any federal or state regulatory body regarding the School District's operation of its Telecommunications System within the City;

20.1.4 The School District fails to complete construction of any approved Facilities for more than eighteen (18) months after approval, unless the City and the School District agree in writing to an extension for completion of such construction.

20.1.5 The School District becomes unable or unwilling to pay its debts or is adjudged bankrupt.

20.2 For purposes of this Section, the following provisions are, without limitation, material to this Agreement, thus allowing the City to exercise any of its rights under this Agreement:

20.2.1 The invalidation, failure to pay or any suspension of the School District's payments of fees to the City under this Agreement;

20.2.2 Any failure by the School District to provide or maintain the liability insurance required under this Agreement;

20.2.3 Any failure by the School District to post or maintain, through its contractor(s) any bond(s) and/or letter(s) of credit required under this Agreement;

20.2.4 Any failure by the School District to provide copies of requested information as required in subsection 6.2 or 11.1 of this Agreement; and

20.2.5 Any failure by the School District to otherwise fully comply with the requirements of this Agreement.

20.3 In addition to any rights set forth elsewhere in this Agreement, as well as its rights under Keizer ordinances and regulations or any other law, the City reserves the right at its sole option to apply any of the following remedies, alone or in combination:

20.3.1 Impose a financial penalty of up to \$500.00 per violation of this Agreement. For continuing violation, each day constitutes a separate violation;

20.3.2 Suspend the School District's Agreement rights until the School District corrects or otherwise remedies the violation;

20.3.4 The City Council may revoke this Agreement in the event that any provision becomes invalid or unenforceable and the City Council expressly finds that such provision constituted a consideration material to the grant of the Agreement.

20.4 In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the Person or Persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

20.5 The City shall give the School District thirty (30) days prior written notice of its intent to exercise its rights under this Section, stating the reason(s) for such action. If the School District fails to cure the stated reason within the thirty (30) day notice period, or if the School District does not undertake and/or maintain efforts satisfactory to the City to remedy the stated reason, the City Council may impose any or all of the remedies available under this Section.

20.6 Force Majeure. In the event the School District's performance of any of the terms, conditions, obligations, or requirements of this Agreement is prevented or impaired by a cause or event beyond the School District's reasonable control, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this Subsection, causes or events not within the control of the School District shall include without limitation acts of God, strikes, sabotage, riots or civil disturbances, restraints imposed by order of a governmental agency or court, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires, but shall not include financial inability of the School District to perform or failure of the School District to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the School District, or the failure of the School District to secure supplies, services or equipment necessary for the installation, operation, maintenance or repair of the Telecommunications System where the School District has failed to exercise reasonable diligence to secure such supplies, services or equipment.

SECTION 21. RENEGOTIATION.

If any provision of this Agreement becomes invalid or unenforceable and the City Council or the School District expressly finds that such provision constituted a consideration material to entering into this Agreement, the City and the School District may mutually agree to renegotiate the terms of this Agreement. The party seeking renegotiation shall serve on the other party written notice of an offer to renegotiate. In the event the party receiving the notification request accepts the offer to renegotiate, the Parties shall have ninety (90) days to conduct and complete the renegotiation. Nothing contained herein requires a party to renegotiate this Agreement. If

the parties do attempt to renegotiate and have not reached agreement at the end of the 90-day period, each party is free to take any action allowed under this Agreement and then current law, including, without limitation, termination of this Agreement.

SECTION 22. REMOVAL OF FACILITIES UPON EXPIRATION.

Upon expiration of this Agreement, the School District shall either remove its Facilities in accordance with ORS 221.470 or seek City's written consent to leave its Facilities in place pursuant to Section 17 of this Agreement.

SECTION 23. PUBLIC RECORDS

23.1 The School District acknowledges that information submitted to the City is open to public inspection under the Oregon Public Records Law, ORS 192.410 through 192.505. The School District acknowledges it is responsible for becoming familiar with, and understanding the provisions of the Oregon Public Records Law.

23.2 The School District may identify information, submitted to the City as confidential, such as trade secrets, financial records, customer information or technical information (as defined in ORS 192.501 or 192.502). The School District shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information, prior to submitting such information to the City. The School District shall also provide a written explanation as to why such information is confidential under state or federal law. The City shall treat any information so marked as confidential until the City receives any request for disclosure of such information. City shall make reasonable efforts to provide the School District notice of a request for information marked as confidential, including a copy of the request, within ten (10) business days of receiving any such request. The School District shall have five (5) business days within which to provide a written response to the City before the City will disclose any of the requested confidential information. The City shall retain the sole discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

SECTION 24. CHOICE OF LAW; VENUE; NOTICE.

24.1 This Agreement shall be construed and interpreted according to the laws of the State of Oregon, without regard to choice of law considerations. Any litigation between the City and the School District arising under or regarding this Agreement shall occur, if in the state courts, in the Marion County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

24.2 Any notice provided for under this Agreement shall be sufficient if in writing and: (1) delivered personally to the following addressee, (2) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) sent by facsimile transmission addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: City Manager
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
FAX # (503) 393-9437

With copies to: City Recorder
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
FAX # (503) 393-9437

City Attorney
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307
FAX # (503) 856-3434

If to the School District: Chief Operations Officer
Salem-Keizer School District
Lancaster Professional Center
2450 Lancaster Dr. NE
Salem, OR 97305
Fax # 503-399-3407

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

SECTION 25. PROVISION FOUND UNENFORCEABLE.

If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the School District and the City as set forth in this Agreement.

SECTION 26. MERGER.

This Agreement, including any attachments and laws, rules and regulations incorporated herein or to which this Agreement is subject, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

SECTION 27. WAIVER OF BREACH.

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

SECTION 28. SIGNATURES.

The Parties, by their signatures below, acknowledge having read and understood this Agreement, and agree to be bound by its terms and conditions. The individual signing this Agreement on behalf of his or her respective party hereby certifies that such signature has been authorized by his or her party and that the individual has the authority to act on behalf of and to bind his or her party.

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

SALEM-KEIZER SCHOOL DISTRICT 24J:

CITY OF KEIZER:

By: _____

By: _____

Michael D. Wolfe

Christopher C. Eppley

Chief Operations Officer

City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

FROM: NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

SUBJECT: STORY POLE PROJECT APPROVAL

The Keizer Public Art Commission (KPAC) is progressing on the project to create two “story poles” out of the standing tree remnants in front of City Hall. The project is called “Keizer Culture and History Poles.” The project would require a commitment from the City of Keizer for the following:

1. Provide for the designation of an art site in front of City Hall, dedicating the tree area for this project.
2. Provide permission to carve the trees.
3. Agree to limited maintenance of the finished carvings.
4. Agree to allow community fundraising for the project, including participation in the application for a grant to the Oregon Community Foundation for the project—with all costs being “in-kind” and no direct budgetary impact.
5. Provide meeting space for community meetings.
6. Allow Staff participation in the project as needed to coordinate and facilitate.

KPAC will have oversight of this project through its completion for the following:

- a. Organization and execution of community meetings;
- b. Organization and execution of the community charrette;
- c. Artist RFP development, process and decision;
- d. Project budget;
- e. Project dedication.

In accordance with the Public Art Ordinance, the City Council determines the location of where sculptures would go and the Keizer Public Arts Commission (KPAC) chooses the sculptures for each location. The attached resolution is consistent with the procedures outlined in the established ordinance.

RECOMMENDATION:

Staff recommends that the Keizer City Council:

Approve the attached resolution authorizing the Keizer Culture and History Story Pole project and designate the area containing the two tree remnants as an art location.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-_____

4
5 SUPPORTING KEIZER PUBLIC ARTS COMMISSION
6 STORY POLE PROJECT
7

8 WHEREAS, in accordance with the Public Art Ordinance, the City Council
9 determines the location of art and the Keizer Public Arts Commission chooses the art
10 work for the location;

11 WHEREAS, the Keizer Public Arts Commission is recommending that the two
12 standing tree remnants located at the front of City Hall be designated as an art location
13 and that the Council give permission to carve the trees into story poles;

14 WHEREAS, the Keizer Public Arts Commission is also recommending that the
15 Council budget for limited maintenance of the finished carvings;

16 WHEREAS, the Keizer Chamber Foundation will apply for a grant to the Oregon
17 Community Foundation for the project and the Foundation and the Keizer Public Arts
18 Commission will solicit grants and donations from other agencies and groups to fund the
19 remaining portion of the project;

20 WHEREAS, the Foundation and the Keizer Public Arts Commission has
21 requested that the Council support the story pole project by providing in-kind donation,
22 such as community room meeting space and staff participation;

1 WHEREAS, the City Council has considered the matter and agrees that it is
2 appropriate to endorse and support such the proposed project;

3 NOW, THEREFORE,

4 BE IT RESOLVED by the City Council of the City of Keizer that the City
5 Council endorses and supports the story pole project.

6 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
7 location of the two tree remnants at City Hall adjacent to Chemawa Road is designated
8 as an art location.

9 BE IF FURTHER RESOLVED by the City Council of the City of Keizer that the
10 Council agrees to support in-kind donation, such as meeting space at the community
11 rooms, and staff participation in the project.

12 BE IT FURTHER RESOLVED that the Keizer Public Arts Commission is
13 authorized to participate in fundraising activities for the project.

14 BE IT FURTHER RESOLVED that the Keizer Public Arts Commission is
15 authorized to oversee the artist request for proposal and process;

16 BE IT FURTHER RESOLVED that the design of the story poles is subject to the
17 approval of the City Council and that authorization to allow the successful proposer to
18 carve the trees is allowed upon approval of the design by Council.

19

1 BE IT FURTHER RESOLVED that the successful proposer is required to comply
2 with all federal, state, and local rules regarding safety, including any applicable OSHA
3 rules.

4 BE IT FURTHER RESOLVED that the City shall be a party to the agreement
5 with the successful proposer.

6 BE IT FURTHER RESOLVED that the Council will budget each year for limited
7 maintenance of the finished carvings for fifteen (15) years after the final completion of
8 the project.

9 BE IT FURTHER RESOLVED that any temporary or permanent signage in
10 connection with the project shall comply with all applicable regulations. All signage
11 shall be approved by the City Council prior to ordering signs.

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

14 PASSED this _____ day of _____, 2017.

15

16 SIGNED this _____ day of _____, 2017.

17

18

19

20

Mayor

21

22

23

City Recorder

COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION FOR AN INTERFUND BORROWING - TRANSPORTATION
IMPROVEMENT FUND TO THE WATER FACILITY FUND

ISSUE: The 2016-17 Adopted Budget provides for a \$100,000 borrowing in the Water Facility Fund to provide additional resources in support of the current year capital outlay plan. At the time the budget was adopted it was not identified if this would be an internal or external borrowing.

FISCAL IMPACT: ORS 294.468 allows for an interfund capital loan for the purpose of financing the design, acquisition, construction, installation, or improvement of real or personal property. The loan must be repaid in full over a term not to exceed 10 years at an interest rate equal to the local government investment pool rate immediately prior to the adoption of the resolution authorizing the loan. The pool rate is currently 1.3%.

The Transportation Improvement Fund has approximately \$2,800,000 of cash on hand which will not be used during the current budget year and would be available to lend to the Water Facility Fund. The Transportation Improvement Fund does not have any other loans outstanding.

In lieu of an external borrowing the Transportation Improvement Fund could loan up to \$100,000 to the Water Facility Fund resulting in a cost savings to the Water Facility Fund of approximately \$4,000 to \$5,000 in interest expense per year.

RECOMMENDATION:

Staff recommends the City Council approve the attached Resolution authorizing a supplemental budget to provide for an interfund capital loan to the Water Facility Fund from the Transportation Improvement Fund as described above.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - INTERFUND LOAN FROM
TRANSPORTATION IMPROVEMENT FUND TO WATER FACILITY FUND**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which 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, 2017:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Transportation Improvement Fund				
Transportation Improvement Expenditures	2,450,000	-	100,000	2,350,000
Transfers Out	-	100,000		100,000
Water Facility Fund				
Transfers In	400,000	100,000		500,000
Loan Proceeds	100,000		100,000	-
To provide for an interfund capital loan from the Transportation Improvement Fund to the Water Facility Fund.				

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

PASSED this ____ day of _____, 2017

SIGNED this ____ day of _____, 2017

Mayor

City Recorder

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE REGULATING PARKING AND ESTABLISHING
ENFORCEMENT PROCEDURES;
RESOLUTION ADOPTING ADMINISTRATIVE FEE FOR
PARKING VIOLATION IMPOUNDS**

At its April 3, 2017 meeting, Council adopted amendments to Ordinance 2005-535 and directed staff to continue to work on the regulations and return back to Council. Staff has drafted an Ordinance incorporating the provisions from the earlier Ordinance and amendments, revising the definition of Highway, and revising the fine amounts. Such Ordinance is attached for your consideration.

The staff is proposing the following fee schedule for all violations except for violations under Sections 9, 10, and 11:

- (a) Minimum Fine: \$20
- (b) Presumptive Fine: \$35
- (c) Maximum Fine: \$500

The fine for violations under Sections 9, 10, and 11 is \$500.

The proposed Ordinance allows Council to adopt administrative fees by Resolution. At this time, there is no administrative fee for parking violation impounds. The administrative fee for impounding vehicles driven by persons under the influence of intoxicants and for vehicles that are uninsured or driven by unlicensed drivers are set at \$75.00. I have attached a proposed Resolution setting the administrative fee for parking violation impounds at \$75.00

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopt the attached Ordinance and Resolution.

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

ESJ/tmh

1 A BILL

ORDINANCE NO.

2017-_____

3 FOR

4 AN ORDINANCE

5 **REGULATING PARKING AND ESTABLISHING**

6 **ENFORCEMENT PROCEDURES; REPEALING ORDINANCES**

7 **2005-535, 2014-708 and 2017-769**

8 The City of Keizer ordains as follows:

9
10 SECTION 1. DEFINITIONS. The definitions set forth in Oregon Revised Statutes
11 801.100 through 801.375 and 801.385 through 801.610 and the definitions herein shall
12 apply to this ordinance except where the context requires otherwise.

13
14 (a) Bus: A "bus" means a vehicle that is designed to carry 16 or more
15 passengers, including the driver.

16 (b) Highway: A "highway" means every public way, road, street,
17 thoroughfare and place as defined by ORS 801.305(1) and (2), as well as public
18 property, and all private streets, alleys and access easements within the city
19 limits of the City of Keizer.

20 (c) Motor Truck: A "motor truck" means a vehicle defined by ORS 801.355
21 that has a gross vehicle weight rating of more than 12,000 pounds.

22 (d) Motor Vehicle: A "motor vehicle" means a vehicle defined by ORS
23 801.360.

1 (e) Park: "Park" means the standing of a vehicle, whether occupied or not,
2 otherwise than temporarily for the purpose of and while actually engaged in
3 loading or unloading property or passengers.

4 (f) Recreational Vehicle: A "Recreational Vehicle" means a vehicle defined
5 by ORS 801.409.

6 (g) Traffic Control Device: A "Traffic Control Device" is a traffic control
7 device defined by ORS 801.540, including any parking control device placed or
8 required by the city.

9 (h) Truck Trailer: A "truck trailer" means a vehicle defined by ORS
10 801.580.

11 (i) Vehicle: A "vehicle" means a vehicle defined by ORS 801.590.

12 SECTION 2. AREAS PROHIBITED TO ALL PARKING.

13 (a) It shall be unlawful for any person to park, stop or stand:

14 1) At any place prohibited by ORS 811.550 or in any manner
15 prohibited by ORS 811.570;

16 2) On any highway of this city, or upon premises open to the public
17 marked by a sign indicating "Fire Lane" or adjacent to a curb or on a
18 roadway painted red with a marking of "Fire Lane" placed under the
19 authority of the city or appropriate fire authority;

20 3) On any highway of this city adjacent to a curb painted yellow, or
21 in violation of signage or traffic control device placed under the authority of
22 the City of Keizer;

1 4) On any highway of this city for the principle purpose of displaying
2 a vehicle or combination of vehicles for sale; or repairing or servicing a
3 vehicle, combination of vehicles, except repairs necessitated by an
4 emergency; or displaying advertising from the vehicle or combination of
5 vehicles;

6 5) At any place in such a manner that interferes with any public
7 improvement project;

8 6) At any place in such a manner that interferes with or blocks the
9 delivery of mail from the United States Postal Service;

10 7) On any highway between the curb line or edge of the roadway
11 and the sidewalk line which has not been specifically dedicated,
12 designated or improved for parking.

13 (b) Nothing in this section prohibits stops that are made in response to
14 traffic control devices, emergencies related to the operation of a vehicle during
15 the actual period of such emergency, or temporary stops for the expeditious
16 loading or unloading of persons or property. The exemptions from prohibitions
17 on stopping, standing and parking set forth in ORS 811.560 shall apply to section
18 2 of this ordinance.

19 SECTION 3. DESIGNATION OF NO PARKING ZONES. The Director of Public
20 Works is delegated the authority to designate, by written order, areas within 50 feet of
21 an intersection that are prohibited to all parking due to traffic hazards including, but not
22 limited to, restricted vision clearance, pedestrian movements, turning movements, and

1 street ingress and egress volumes. The City Council shall designate, by written order,
2 other areas prohibited to all parking or where parking is otherwise limited.

3 SECTION 4. PROHIBITED PARKING OF MOTOR TRUCKS, TRUCK TRAILERS
4 AND BUSES. It shall be unlawful for any person to park a motor truck, truck trailer or
5 bus as defined herein on any highway of this city. However, this section shall not
6 prohibit the temporary parking of such vehicles for the actual loading or unloading of
7 goods, passengers or services, provided that "loading" or "unloading" as used in this
8 section shall be limited to the actual time spent in such operation.

9 SECTION 5. PROHIBITED PARKING OF VEHICLES IN EXCESS OF
10 SEVENTY-TWO HOURS.

11 (a) Except as provided in Section 8, it shall be unlawful for any person to
12 park any vehicle for any period of time in excess of seventy-two consecutive
13 hours on any highway of the city.

14 (b) For the purposes of this ordinance, a vehicle is no longer considered
15 "parked" if the vehicle is removed from a location. It is no defense to a
16 prosecution of a violation under this ordinance if the vehicle is simply moved for
17 the purpose of repositioning.

18 SECTION 6. PROHIBITED PARKING OF VEHICLES NOT DESIGNED FOR
19 SELF-PROPULSION IN EXCESS OF FORTY-EIGHT HOURS. It shall be unlawful for
20 any person to park any vehicle which is not designed for self-propulsion and which is
21 not attached to a motor vehicle in excess of forty-eight consecutive hours on any
22 highway of this city.

1 SECTION 7. PROHIBITED PARKING OF INOPERABLE, UNINSURED OR
2 UNREGISTERED VEHICLES. It shall be unlawful for any person to park any motor
3 vehicle which is inoperable or uninsured, or is in violation of ORS 803.230, 803.300,
4 803.315, 803.325, 803.455, 803.540, 803.545, 803.550, 803.560, 803.635 or 803.655
5 on any highway within the city limits of the City of Keizer.

6 SECTION 8. EXCEPTION FOR RECREATIONAL VEHICLES; PERMIT
7 REQUIRED.

8 (a) A person may park a recreational vehicle in excess of seventy-two
9 consecutive hours, if a permit described in this section is granted prior to a
10 violation of this ordinance. In no cases shall a permit be granted for the parking
11 of a recreational vehicle in excess of twenty (20) days in any 90-day period.
12 Three permits shall be the maximum granted in any 12-month period.

13 (b) The City Manager or designee may establish additional written criteria
14 for issuing parking permits described in this section. The City Manager shall
15 designate the department and/or position that shall be responsible for the
16 issuance of such permits.

17 SECTION 9. OBSTRUCTING ENFORCEMENT. It shall be unlawful for any
18 person to:

19 (a) Cover, erase, alter or otherwise render indistinguishable any mark
20 placed on the tires of a vehicle by any person having enforcement responsibility
21 as provided in section 12. Subsection (a) of this section does not apply to a
22 vehicle that is no longer parked in violation of this ordinance.

1 (b) Knowingly and willfully give any false, untrue, or misleading information
2 to such a person who is acting in the discharge or apparent discharge of the
3 officer's duty with the intent to hinder, delay, mislead or impede an alleged
4 violation of this ordinance or with the intent to obstruct justice.

5 (c) Discard, mutilate, or destroy any parking citation which charges a
6 violation of this ordinance if such charge has not yet been finally resolved by
7 payment of fine or final Court action.

8 SECTION 10. DAMAGING TRAFFIC CONTROL DEVICES. It shall be unlawful
9 for any person to intentionally destroy, damage, deface, alter, tamper with or in any way
10 impair the usefulness of any parking or traffic control device required, placed, installed
11 or maintained by the City of Keizer.

12 SECTION 11. UNAUTHORIZED TRAFFIC CONTROL DEVICES. It shall be
13 unlawful for any person to place, erect, paint, inscribe or otherwise establish any traffic
14 control device which purports to guide, direct, warn or regulate traffic except those such
15 traffic control devices that are authorized by the City of Keizer or the laws of the State of
16 Oregon.

17 SECTION 12. ENFORCEMENT RESPONSIBILITY. The Chief of Police and
18 every person authorized by the Chief of Police shall have the responsibility for
19 enforcement of the provisions of this ordinance. In addition to issuance of citations, such
20 person authorized shall have the following authority:

21 (a) When an authorized person finds a vehicle parked, stopped or standing
22 upon a highway as described in Section 1(f), in violation of this ordinance, the

1 authorized person may move the vehicle, cause it to be moved, require the driver or
2 person in charge of the vehicle to move it or take custody of it.

3 (b) Where the city takes custody of a vehicle under this ordinance and where
4 state statutes do not apply to the custody and disposition of the vehicle, then the
5 provisions of ORS 819.120(2), (4), (5) and (6) are adopted and shall apply to the
6 disposition of the vehicle.

7 (c) In addition to the towing and storage charges provided for in sub-
8 paragraph (b) of this section, administrative fees may be adopted by Council
9 Resolution. Such fees shall be paid to the city before the vehicle is reclaimed or the
10 balance of the proceeds from the sale or disposition of the vehicle is claimed.

11 (d) The vehicle impounded under this ordinance shall be returned to the
12 owner of the vehicle or the owner's authorized agent only upon payment of the
13 administrative fee and the expenses incurred in the towing and storage of the vehicle
14 under this ordinance. The owner may claim a refund of these charges under section 16
15 of this ordinance.

16 SECTION 13. METHOD OF CHARGING PARKING VIOLATIONS. Whenever a
17 person described in Section 12 has probable cause to believe that a vehicle is parked in
18 violation of any of the provisions of this ordinance, the person may issue a citation in
19 conformance with ORS 221.333 and file a duplicate original thereof with the Municipal
20 Court Clerk or such other appropriate Court Clerk as the Council may designate from
21 time to time.

1 SECTION 14. RESPONSIBILITY FOR VIOLATIONS.

2 (a) The owner of a vehicle parked in violation of this ordinance shall be
3 responsible for the offense, except where the use of the vehicle was secured by
4 the operator without the owner's consent.

5 (b) In a prosecution involving a vehicle owner charged with a violation of
6 this ordinance, proof that the vehicle was registered to or owned by the
7 defendant shall raise a disputable presumption that the defendant was the owner
8 in fact.

9 SECTION 15. VIOLATIONS. Violation of this ordinance is an infraction
10 punishable by the following fine, except violation of Sections 9, 10 and 11 is an
11 infraction punishable by a fine of \$500:

12 (a) Minimum Fine: \$20

13 (b) Presumptive Fine: \$35

14 (c) Maximum Fine: \$500

15 SECTION 16. HEARING PROCEDURES; OWNER LIABILITY.

16 (a) The person in possession of the motor vehicle at the time it is
17 towed and impounded or the owner of the vehicle impounded under this
18 ordinance may request a hearing to contest either the validity of the
19 impoundment or the liability for the administrative fee and the expenses incurred
20 in the towing and storage of the vehicle, or both. A written request must be made
21 within five (5) calendar days of the impoundment. The request shall be made to
22 a person designated by the impounding police agency to receive such requests.

1 (b) When a timely request for a hearing is made, a hearing shall be set
2 for four calendar days after the request is received, excluding Saturdays,
3 Sundays and holidays, but may be postponed at the request of the person asking
4 for the hearing.

5 (c) The impounding police agency shall have the burden of proving by
6 a preponderance of the evidence that there were reasonable grounds to believe
7 that the vehicle was in violation of this ordinance. The officer or authorized
8 person who ordered the vehicle impounded may submit an affidavit to the Keizer
9 Municipal Judge in lieu of making a personal appearance at the hearing. If the
10 Keizer Municipal Judge finds that the impoundment of the vehicle was proper,
11 the Keizer Municipal Judge shall enter an order supporting the removal and shall
12 find that the person in possession of the motor vehicle at the time it is towed and
13 impounded or the owner of the vehicle impounded is liable for usual and
14 customary towing and storage costs.

15 (d) The Keizer Municipal Court shall order that the owner of a motor
16 vehicle impounded under this ordinance is not liable for payment of the
17 administrative fee and the expenses incurred in the towing and storage of the
18 vehicle under section 12(d) of this ordinance unless the court is satisfied by a
19 preponderance of the evidence that the owner knew or had good reason to know
20 that the motor vehicle operator was in violation of this ordinance.

21 (e) If the Keizer Municipal Judge finds that impoundment of the vehicle
22 was improper, the Keizer Municipal Judge shall order the vehicle released to the

1 person entitled to possession and shall enter a finding that the operator or owner
2 of the vehicle is not liable for any towing or storage costs resulting from the
3 impoundment. If there is a lien on the vehicle for towing and storage costs, the
4 Keizer Municipal Judge shall order it paid by the impounding police agency.

5 (f) The City of Keizer may contract with another agency or entity to
6 conduct hearings under this section.

7 **SECTION 17. SECURITY INTEREST HOLDER RIGHTS.**

8 (a) The authority to impound any vehicle under this ordinance is
9 subject to the rights of a security interest holder under a security agreement
10 executed before the vehicle was impounded under this ordinance. A vehicle
11 shall be released for the purpose of satisfying a security interest if:

12 (i) Request in writing is made to the Keizer Municipal Court;

13 (ii) If the vehicle has been impounded, the security interest holder pays
14 the administrative fee and the expenses in removal and storage of the
15 vehicle; and

16 (iii) If the registration of the vehicle has been suspended under ORS
17 809.010, the security interest holder takes possession of the vehicle
18 subject to the suspension of the registration remaining in effect against the
19 registered owner.

20 (b) A security interest holder's obligation to pay and right to recover
21 removal and storage expenses under this subsection are limited to the recovery
22 of those removal and storage expenses incurred during the initial 20-day period

1 when the vehicle was in public storage, unless the authority taking the vehicle
2 into custody under this subsection has transmitted by certified mail a written
3 notice to the holder concerning the accrual of storage expenses. If the vehicle is
4 in private storage, the lien claimant shall transmit the written notice.

5 SECTION 18. REPEAL. Ordinance numbers 2005-535 (Regulating Parking and
6 Establishing Enforcement Procedures; Repealing Ordinance 98-388), 2014-708
7 (Amending Ordinance Regulating Parking and Establishing Enforcement Procedures;
8 Amending Ordinance No. 2005-535) and 2017-769 (Amending Ordinance Regulating
9 Parking and Establishing Enforcement Procedures; Amending Ordinance No. 2005-535
10 and Ordinance No. 2014-708) are repealed.

11 SECTION 19. SEVERABILITY. If any section, subsection, sentence, clause,
12 phrase, or portion of the Ordinance is for any reason held invalid or unconstitutional by
13 any court or board of competent jurisdiction, such portion shall be deemed a separate,
14 distinct, and independent provision and such holding shall not affect the validity of the
15 remaining portions hereof.

16 SECTION 20. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
17 days after its passage.

18 PASSED this _____ day of _____, 2017.

19 SIGNED this _____ day of _____, 2017.

20 _____
21 Mayor

22 _____
23 City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-____

4
5
6 ESTABLISHING ADMINISTRATIVE FEE RELATING TO
7 PARKING VIOLATION IMPOUNDS
8

9
10 WHEREAS, the Keizer City Council adopted an Ordinance Regulating Parking
11 and Establishing Enforcement Procedures that allows vehicles to be impounded for
12 parking violations;

13 WHEREAS, such Ordinance provides that certain persons are responsible for
14 expenses incurred in the towing and storage of certain vehicles;

15 WHEREAS, such Ordinance allows Council to set an administrative fee by
16 Resolution;

17 WHEREAS, the City Council of the City of Keizer wishes to establish an
18 administrative fee relating to violation impounds to help cover the cost of impounding
19 vehicles for parking violations;

20 WHEREAS, the City Council requested public input regarding the proposed fee
21 on June 19, 2017;

22 NOW, THEREFORE,

23 BE IT RESOLVED by the City Council of the City of Keizer that an
24 administrative fee of \$75.00 is adopted. Such administrative fee is to be paid to the City,
25 whether or not the motor vehicle is returned to the owner.

1 BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that the
2 fee identified herein shall automatically be adjusted every three years using the Portland
3 Consumer Price Index for Wage Earners beginning July 1, 2018.

4 BE IT FURTHER RESOLVED that the automatic adjustments be rounded
5 pursuant to the following methodology:

6 1. Fees that are one dollar or less shall be rounded to the nearest cent.

7 2. Fees that are over one dollar and up to ten dollars shall be rounded to the
8 nearest five cent increment.

9 3. Fees over ten dollars and up to one hundred dollars shall be rounded to the
10 nearest whole dollar.

11 4. Fees over one hundred dollars shall be rounded to the nearest five dollar
12 increment.

13 5. When an indexed fee is half way or more between the lower increment and the
14 higher increment, the fee will be increased to the next increment.

15 6. When an indexed fee is less than half way between the lower increment and
16 the higher increment, the fee will be set to the lower increment.

17

18

19

20

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

3 PASSED this _____ day of _____, 2017.

5 SIGNED this _____ day of _____, 2017.

Mayor

City Recorder

COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: CANCELATION OF CITY COUNCIL MEETING

ISSUE:

The first City Council meeting for the month of July falls on the Monday preceding the Independence Day holiday. Several of the Council members have indicated they have vacation plans and will not be available for the meeting. At this time, there are no potential Council matters scheduled for that evening. The City Council Rules of Procedure state the following:

***Section 3.6 – Cancellation of Meeting** – Upon a majority vote of the members of the City Council present, a meeting may be canceled when deemed appropriate. The Charter requires one regular meeting to be held each month. Notice of cancellation shall be posted on the bulletin board at City Hall, City's web site and social media sites, distributed to members of the media, and to known interested citizens.*

RECOMMENDATION:

It is recommended the City Council, by motion cancel the July 3, 2017 regular City Council meeting and direct staff to notice the cancelation as stated.

CITY COUNCIL MEETING: JUNE 19, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: POLICE VEHICLE PURCHASE

DATE: JUNE 19, 2017

BACKGROUND:

The 2017-18 City of Keizer Adopted Budget provides for the acquisition of a vehicle for the Police Department using Revenue Sharing appropriations. City Staff has determined that a Ford K8A AWD Police Interceptor Utility vehicle will meet the Police Department needs and are available utilizing the State of Oregon purchasing contract number 5551 with Gresham Ford.

FISCAL IMPACT:

The acquisition of the vehicles for approximately \$27,416 will be completed using existing Revenue Sharing appropriations within the City's 2017-18 Adopted Budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to issue a purchase order to Gresham Ford for the acquisition of a Ford K8A AWD Police Interceptor Utility vehicles using the State of Oregon purchasing contract number 5551.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-_____

4
5 AUTHORIZING THE CITY MANAGER TO PURCHASE 2017
6 FORD K8A AWD POLICE INTERCEPTOR VEHICLE FOR POLICE
7 DEPARTMENT

8
9 WHEREAS, the City of Keizer budgeted funds in the 2017-2018 Revenue Sharing
10 program to purchase a new 2017 Ford K8A AWD Police Interceptor Utility vehicle;

11 WHEREAS, the City has determined procurement through the Oregon
12 Cooperative Procurement Program (ORCPP) provided the best price of \$27,416.00 from
13 Gresham Ford;

14 WHEREAS, State of Oregon Contract No. 5551 authorizes ORCPP participants
15 to purchase vehicles from Gresham Ford by issuance of a Purchase Order;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
18 is hereby authorized to purchase a 2017 Ford K8A Police Interceptor Utility vehicle from
19 Gresham Ford for a purchase price of \$27,416.00 by issuing a Purchase Order containing
20 the mandatory language as shown on the attached exhibit.

21 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
22 and all necessary acts to effectuate the purchase of the 2017 Ford K8A AWD Police
23 Interceptor Utility vehicle.



City of Keizer

PO Box 21000
Keizer OR 97307-1000
Phone: 503-390-3713

PURCHASE ORDER

Number
17-

TO:
Gresham Ford
1999 East Powell Blvd.
Gresham, OR 97080

SHIP TO:
Lt. Lance Inman
Keizer Police Dept
930 Chemawa Rd NE
Keizer OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS 30 NET	ACCOUNT OR JOB NO.	ORDER DATE	
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
1	K8A AWD Police Interceptor Utility vehicle as specified in attached quote.		27,416.00	27,416.00	
	This purchase order, in addition to any exhibits or addenda				
	Attached is placed against State of Oregon Price Agreement #5551.				
	The terms and conditions contained in the Price Agreement apply				
	to this purchase and take precedence over all other conflicting terms				
	and conditions, express or implied. There are no understandings,				
	agreements or representations, oral or written, not specified herein.				

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

Christopher C. Eppley, Purchasing Agent

BILLING ADDRESS IS:

PO BOX 21000
KEIZER OR 97307

Fleet Price Quote**Gresham Ford - 1999 East Powell Blvd. Gresham, OR 97080****Paul Blankenship****Government and Commercial Fleet Manager****Cell 503-490-6510****Military Deliveries****FAX 503-665-0497****State of Oregon Contract #5551****Paul@GreshamFord.com****Quoted to:****City of Keizer****Lt. Lance Inman Support Services****Phone 503-856-3475****Cell****FAX 503-390-8295****E-Mail inmanl@keizer.org****ORCPP****Ford VIN****QS045****Ford VIN****This Quote is per one vehicle****Date Quoted****1/8/2017****Vehicle Quoted:****Model Code****K8A Police Utility Interceptor****Model Year****2017****Quote:****Order****Code****Item Description**

Base		K8A Police Utility Interceptor	\$ 26,333.00
WB		112.6 in. Wheel Base	
GVRW		GVRW	
Color	G1	Shadow Black	incl.
Interior	9	Cloth Buckets/Vinyl Rear	incl.
Interior Color	W	Ebony Interior	incl.
Trim	500A	Equip Group, Premium Single CD	incl.
Engine	99R	3.7L V6 TIVCT	incl.
Transmission	44C	6-Spd Automatic Transmission	incl.
	53M	SYNC System	\$ 280.00
	422	Calif Emissions	incl.
	51Y	Driver Side Spot Lite	\$ 204.00
	59E	Key Code E	\$ 49.00
	153	Front Licence Plate Bracket	incl.

Delivered to City of Keizer of Up Fitter**E-Plates****No****Total Vehicle Quote****\$ 27,416.00**

CITY COUNCIL MEETING: June 19, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

FROM: CHRISTOPHER C. EPPLEY, CITY MANAGER

SUBJECT: MUNICIPAL JUDGE SERVICES CONTRACT

This matter is before the Council for renewal of the Municipal Judge Services Contract. The current Contract and extensions expired on June 30, 2017.

A request for proposals was issued on March 16, 2017. One proposal was received and evaluated by the selection committee. A. Carl Myers submitted the only proposal.

A new contract has been negotiated with A. Carl Myers. The new contract provides for a three year term with two possible two-year renewals. Pursuant to the proposal, the compensation has been increased to \$110.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Mayor to enter into Municipal Judge Services Contract with A. Carl Myers.

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING THE MAYOR TO ENTER INTO MUNICIPAL JUDGE
SERVICES CONTRACT WITH A. CARL MYERS

WHEREAS, the City of Keizer entered into an agreement with A. Carl Myers in 2010
for Municipal Judge Services;

WHEREAS, such agreement expires on June 30, 2017;

WHEREAS, the City issued a Request for Proposals and received one response which
was evaluated by the selection committee;

WHEREAS, the selection commission recommends entering into a new contract with A.
Carl Myers for the Municipal Judge Services;

WHEREAS, the Council has considered the matter and wishes to continue to engage the
services of A. Carl Myers as municipal court judge and A. Carl Myers wishes to continue to
serve in that capacity;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is
authorized to sign the attached Municipal Judge Services Contract on behalf of the City.

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

Mayor

City Recorder

MUNICIPAL JUDGE SERVICES CONTRACT

This agreement made this 1st day of July, 2017, by and between the City of Keizer, an Oregon municipal corporation (hereinafter referred to as “City”), and A. Carl Myers (hereinafter referred to as “Myers”).

WHEREAS City wishes to continue to engage the services of Myers as municipal court judge; and

WHEREAS Myers wishes to continue to serve in that capacity; and

WHEREAS City and Myers believe it is important to define this relationship under a contractual format to provide for a clear understanding of the terms and employment, duties/expectations, and compensation for services rendered;

NOW, THEREFORE the parties agree as follows:

1. TERM

The term of this contract shall be from July 1, 2017 and continuing until June 30, 2020, or until this contract is terminated or renewed as herein provided. This contract may be renewed for two (2) two-year terms if agreeable by all parties. Renewal of this contract will be contingent upon the approval of the costs in the City’s annual fiscal year budget.

2. SCOPE OF SERVICES

- 2.1 Myers shall preside over the Keizer Municipal Court and exercise original jurisdiction of all offenses defined and made punishable by the ordinances of City and the general applicable laws of the state of Oregon. Myers’ jurisdiction is conferred by the Keizer City Charter and appointment by the Keizer City Council and is independent of this Contract.
- 2.2 Myers shall conduct arraignments, hearings/trials, and oversee administrative tasks associated with the operation of the municipal court.
- 2.3 Myers shall perform the functions and duties specified in the attached Scope of Services.

- 2.4 City reserves the right to reduce the level of service based on available funding upon sixty (60) days' notice to Myers.

3. PERFORMANCE EVALUATION

- 3.1 Adoption of Criteria. The City Council has adopted standards, criteria and policy directives regarding performance evaluation. The City Council may revise the standards, criteria and policy directives regarding performance evaluation. In the event that the City Council revises the standards, criteria and policy directives, the City Council shall notify Myers of such revisions no less than thirty (30) days prior to any revisions being adopted.
- 3.2 Myers' Performance. Each year after execution of this contractor, Myers' performance will be evaluated pursuant to the adopted evaluation procedures.

Notwithstanding the above, the municipal court judge shall exercise his independent judicial discretion at all times.

4. COMPENSATION

City shall pay Myers for services provided in the following manner and amounts:

- 4.1 Beginning July 1, 2017, City shall pay Myers a sum of \$110.00 per billable hour with a two-hour minimum per court session, prorated to each tenth of an hour. "Court session" shall be limited to no more than two (2) per day and such sessions shall be scheduled to minimize the revenue impact to City considering the totality of all circumstances. "Billable hours" shall be defined as time spent in arraignments, hearings/trials, and administrative tasks associated with the operation of the municipal court. Myers may submit revised prices for consideration at the time of renewal.
- 4.2 Myers shall be paid based on monthly invoices and the total hours shall not exceed twenty-four (24) hours per month without prior written consent of the City Manager or his/her designee.

4.3 The City shall pay dues for membership to the Oregon Municipal Judge Association and the costs associated with judicial conferences as approved in advance by the City Manager or his/her designee.

4.4 The City shall reimburse Myers for reasonable and nominal actual out-of-pocket costs.

5. TERMINATION

This agreement may be terminated by the mutual consent of both parties. In addition, this agreement may be terminated by either party with thirty (30) days written notice. Myers agrees to complete any work which is in progress as of the last day of the term of this agreement, if requested to do so by the City.

6. TORT PROVISION/INDEPENDENT CONTRACTOR

Myers is an agent of City solely for tort claim purposes, as set forth in the Oregon Tort Claims Act. Except as expressly stated herein, City shall not be responsible for the negligent acts or omissions of Myers. Myers shall not be responsible for the negligent acts or omissions of City. Myers represents and warrants that he is an independent contractor and neither an employee, nor an agent of City except as stated above. Myers is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. Myers shall have complete and exclusive control over the manner and means by which services are performed.

7. WORKERS' COMPENSATION COVERAGE

No workers' compensation insurance has been or will be obtained by City on account of Myers. Upon request, Myers shall provide City with a copy of his certificate of compliance with applicable workers' compensation laws.

8. ASSIGNABILITY

The obligations of the parties under this agreement are personal and may not be assigned without the prior written consent of the other party. Upon appointment by City Council, pro tem judges may serve in instances of Myers' unavailability for any reason.

9. ATTORNEY FEES

In the event of legal action to enforce the terms of this contract, the prevailing party shall be entitled to attorney fees and other costs and expenses of litigation through and including trial and appeal.

10. ENTIRE AGREEMENT/NONWAIVER

Except for standards, criteria or policy directives made applicable pursuant to Section 3.1, this is the entire agreement of the parties and it may be modified only in writing signed by both parties. If any provision of this contract is held to be unenforceable by a court of competent jurisdiction, the remainder of the contract shall remain in full force and effect. A failure of either party to enforce any provision of this contract shall not be deemed a waiver of any other provision of the contract or of any subsequent breach.

CITY OF KEIZER, an Oregon
municipal corporation

By: _____
Cathy Clark, Mayor

A. Carl Myers

Dated: _____

Dated: _____

APPROVED AS TO FORM:

E. Shannon Johnson,
Keizer City Attorney

City of Keizer

Municipal Court Judge Scope of Services

GENERAL STATEMENT OF DUTIES:

Serves as the judicial officer of the City. Performs judicial activities and oversees the judicial functions of the court, ensuring conformance with legal and departmental requirements. Works as an independent contractor with provisions set forth by the City Council. The City Council has the sole authority to appoint and remove the Municipal Court Judge as an officer of the City under the Charter for the City of Keizer. The Municipal Court Judge serves at the pleasure of the City Council and may be removed by the City Council at any time without cause.

The Municipal Judge shall exercise original and exclusive jurisdiction of all crimes, violations and all actions brought to recover or enforce forfeiture or penalties defined or authorized by ordinances of the City including adopted state criminal and vehicle codes. The Judge shall have authority to issue process for the arrest of any person accused of an offense against the ordinances of the City, to commit any such person to jail or admit them to bail pending trial, to issue subpoenas, to compel witnesses to appear and testify in court on the trial of any cause before the Court, to compel obedience to such subpoenas, to issue any process necessary to carry into effect the judgments of the court, and to punish witnesses and others for contempt of the court. When not governed by ordinances or this Charter, all proceedings in the municipal court for the violation of a City ordinance shall be governed by the applicable laws of the State governing justices of the peace and justice courts. Nothing in this section shall preclude transfer of all or part of the municipal court jurisdiction to a state court.

SUPERVISION RECEIVED:

The Municipal Court Judge works under the executive direction of the City Council. The Mayor is the official contact person. The judge operates independently as to judicial decisions, responsibilities and functions.

SUPERVISION EXERCISED:

The judge shall exercise supervision over the court personnel concerning their in-court and municipal court responsibilities. The day-to-day job supervision and evaluation of the court personnel shall be the responsibility of the Finance Director or other designee of the City Manager. The judge will consult and cooperate with the Finance Director concerning all aspects of the operation of the court and court personnel and assist with the evaluation of court personnel. The hiring and termination of court personnel shall be done following city personnel procedures for employees who are responsible to the City Manager. The Judge may not appoint assistants and/or pro-tem judges to fulfill specific functions or roles.

EDUCATIONAL, LICENSING AND TRAINING REQUIREMENTS:

Juris Doctor law degree and a minimum of five (5) years' experience, with eight (8) years preferred in the areas of municipal and criminal law, trial experience or experience as an administrative hearings officer, arbitrator or judge; or any equivalent combination of

experience and training that demonstrates the knowledge, skill and abilities described above. Member in good standing with the Oregon State Bar. Possession of a valid driver license and proper insurance if required to drive for work-related activities.

The Judge should be able to demonstrate any equivalent combination of education and experience that provides the Judge with the knowledge, skills and abilities that would be required to possess a Juris Doctorate degree and a minimum of five years of progressively responsible legal experience. Experience presiding over hearings, working with municipal entities, or working in an organization presenting comparable complex challenges is preferred.

MINIMUM QUALIFICATIONS:

- Licensed by the Oregon State Bar to practice law in Oregon
- A member of the Oregon Municipal Judge Association at the time of signing the Municipal Judge Services Contract
- A member in good standing with the Oregon State Bar
- Completed the course required under ORS 221.142 prior to being seated
- Previous Municipal Court experience to provide knowledge of procedures and functions
- Citizen of the United States and resident of the State of Oregon during position appointment

REQUIRED KNOWLEDGE AND SKILLS:

Knowledge of:

- Oregon and United States Constitution
- Oregon Revised Statutes (ORS)
- Oregon Administrative Rules (OAR)
- Oregon Uniform Motor Vehicle Code
- Oregon Criminal Code
- City of Keizer Municipal Code
- City of Keizer Development Code
- Case Law and Court Management

Ability to:

- Ensure all Municipal Court operations are diligently and courteously conducted
- Demonstrate an impartial, non-discriminatory approach to all court activities
- Avoid appearance of conflicts of interest and exercise sound judgment, keeping individual personal interests separate from responsibilities as Municipal Court Judge
- Manage court environment to ensure individuals are heard and respected. Maintain an appearance of independent and professional court demeanor
- Listen actively and attentively to all who come before the court
- Manage and administer Municipal Court operations and personnel in an efficient and timely manner

- Be creative in developing practical solutions to problems faced in the course of court functions
- Analyze and appraise case facts, rules of evidence and jurisdiction
- Manage and initiate court programs in cooperation with the City Attorney and court staff to secure compliance with court orders, fines, assessments and sentences
- Manage the proper maintenance and use of confidential information
- Manage case loads and court calendar
- Provide advice and training to Court staff
- Provide timely explanation of rulings to City Attorney, Defense Attorneys, Police Officers, defendants and City officials as the Oregon Code of Judicial Ethics allow
- Be punctual and consistent in attendance
- Demonstrate conduct and language that reflects positively on the City of Keizer
- Concisely communicate verbally and in writing and insure open channels of communication between the court, its users, City Council and other City departments
- Establish and maintain effective working relationships with City Council, Court staff, City Department Heads, and the general public
- Organize and prepare annual or semi-annual reports as requested by the City Council
- Assist the City Manager and Finance Director in preparation of annual Municipal Court budget
- Work with the Finance Director to manage court costs and expenditures in compliance with adopted budget requirements

CITY COUNCIL MEETING: June 17, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: LOCK AND TRACK USAGE AGREEMENT

The City has been accessing Marion County's Lock and Track system since 2012. The Lock and Track system allows the Police Department access for the purpose of uploading arrestee photographs and viewing and printing data that is stored on portions of the Lock and Track database. To continue to utilize this opportunity, Marion County has requested that the City enter into the new Lock and Track Usage Agreement. There is no cost to the City at this time. The agreement has a provision that advance notice will be given if there is to be a cost to the City. Staff believes that access to this database will be a benefit to the Police Department.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Chief of Police to enter into the Lock and Track Usage Agreement.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING CHIEF OF POLICE TO ENTER INTO LOCK AND
TRACK USAGE AGREEMENT WITH MARION COUNTY

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and Marion County wish to enter into that certain
Lock and Track Usage Agreement in which Marion County will provide access to its
records management system referred to as Lock and Track to the Keizer Police
Department;

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
Police is authorized to enter into the Lock and Track Usage Agreement attached as
Exhibit "A" and by this reference incorporated herein.

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

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

Mayor

City Recorder

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and the CITY OF KEIZER

1. PARTIES TO AGREEMENT

This Agreement between the City of *Keizer*, hereafter called Keizer, and *Marion County*, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the County maintains a records management system referred to as Lock and Track which is utilized in providing law enforcement services; and the County wishes to allow approved employees of Keizer with two types of access to the Lock and Track system:

1. access for the purpose of uploading arrestee photographs into Lock and Track
2. “read only” access for the purpose of viewing and printing data that is stored on certain portions of the County’s Lock and Track data base.

Keizer’s use of Lock and Track shall be solely for law enforcement purposes. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of May 31, 2017 through May 31, 2020 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days’ notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Keizer or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under

this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

- c. If any license, certificate, or insurance required by law or regulation to be held by Keizer to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- d. If Keizer fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Keizer fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

4.1 UNDER THE TERMS OF THIS AGREEMENT, KEIZER SHALL:

- a. Ensure that any and all employees accessing Lock and Track (hereinafter “Authorized Users”) shall utilize an exclusive username and password.
- b. Submit a written list of all Authorized Users of Lock and Track to the Marion County Jail Commander for approval. Such written list shall contain each Authorized User’s unique username for accessing Lock and Track and shall indicate the type of access requested for each Authorized User. Keizer acknowledges that County has complete discretion to deny access to any Keizer employee.
- c. Follow all applicable statutes, rules, and court orders regarding the use of Lock and Track.
- d. Be responsible for its Authorized Users’ proper use of Lock and Track and for the safekeeping of all usernames and passwords.
- e. Notify the Marion County Jail Commander or Commander’s designee immediately if any unauthorized use of Lock and Track by a Keizer employee is found or suspected. Keizer acknowledges that any suspected misuse of Lock and Track may result in the suspension of its access to and use of Lock and Track.
- f. Agree that the County may monitor all access to and use of Lock and Track by its Authorized Users.

- g. Take any and all reasonable steps to ensure that any computer used to access Lock and Track contains no malicious computer code or virus that might be harmful to Lock and Track.
- h. Update its contact information and Authorized User list required in Subsection 4.1.b when any information set forth therein changes. Keizer will promptly provide updated information to the Marion County Jail Commander or the Commander's designee for approval.
- i. Be solely responsible for ensuring that its equipment is compatible with the requirements needed to upload information onto Lock and Track, or to view or print information contained in Lock and Track.
- j. Ensure that all internet connections and firewalls used in accessing and/or viewing Lock and Track are secure.
- k. Ensure that any access and use of Lock and Track is done in conformance with current case law.
- l. Be solely responsible for training its Authorized Users in the lawful use of Lock and Track
- m. Understand and agree that Lock and Track may contain errors and uses any information of report contained in Lock and Track at its own risk.
- n. Understand and agree that Lock and Track may be unavailable at times due to regularly scheduled maintenance or unexpected system problems. The County disclaims any liability due to the unavailability of Lock and Track.
- o. Upon termination of this Agreement, agree to take all necessary steps to sever any access to Lock and Track by its Authorized Users and to restore any needed firewalls.
- p. Ensure that all Authorized Users of Lock and Track have received CJIS clearance and continue to have CJIS clearance. Keizer will notify County immediately if any Authorized User no longer has CJIS clearance so that individual can be removed from the Authorized Users list.
- q. Not be required to pay any licensing costs associated with its use of Lock and Track at this time. If it is determined that additional licensing costs arise from Keizer's use of Lock and Track software, County will, to the extent possible, provide Keizer with advance notice so that Keizer may plan appropriately. Keizer agrees to pay any additional licensing costs associated with this use of Lock and Track software.
- r. Agree that when uploading arrestee photos onto Lock and Track, its Authorized User will identify in the "miscellaneous" section that the photo was uploaded by Keizer.

4.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. Allow County-approved Authorized Users of Keizer with “read only” access to Lock and Track for the purpose of viewing and printing data that is stored on certain portions of the County’s Lock and Track database.
- b. Allow County-approved Authorized Users of Keizer with access to Lock and Track for the purpose of uploading arrestee photographs into Lock and Track.

5. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

6. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

7. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each Party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

8. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

9. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

10. NOTICES

Any notice required to be given the Keizer or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For County:

Commander Kevin Schultz
Marion County Jail
Marion County Sheriff's Office
PO Box 14500
Salem, OR 97309
Fax: 503-588-6818

For Keizer:

Lieutenant
Patrol Division
Keizer Police Department
Keizer, OR 97307
Fax: 503-390-8295

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing.

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE

Authorized Signature: _____
Sheriff or Undersheriff Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

CITY OF KEIZER

Authorized Signature: _____ Date: _____

Title: _____



MINUTES
KEIZER CITY COUNCIL
Monday, May 15, 2017
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor
Laura Reid, Councilor
Kim Freeman, Councilor
Amy Ryan, Councilor

Absent:

Giancarlo Marcelo, Youth Councilor

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS *(taken out of order)*

a. PROCLAMATION
- Lemonade Day

Mayor Clark announced the upcoming Lemonade Day, provided details about the event and read the proclamation making May 20th Lemonade Day.

COMMITTEE
REPORTS

David Loudon, Keizer, Chairman of the Parks Advisory Board, reported:

- The Salem Rugby Club wants to work with the City to improve Claggett Creek Park and make it their 'home pitch'. Mr. Lawyer added that staff is aware of this request and will be bringing more information to Council in the future.
- Donna Bradley is now the Parks Board representative on the Keizer Festival Advisory Board.
- The Board is exploring options for a 10-station work out trail to be funded if a HEAL Grant is received and requests permission from Council to move forward with that application. City Attorney Shannon Johnson suggested that this be put on a future agenda.
- The Board was going to work on a priority list of park improvements to be funded with the Parks Fee but has been advised by the City Manager to postpone that effort until it is determined whether or not the funding will be available.
- Work being done at Keizer Rapids Park includes removal of trees, a

request for proposals to pave the pathway, and installation of electrical conduit for restrooms with PGE setting a new pole on Chemawa.

- Youth Liaison Sam Elder will work with about 20 volunteers to remove invasive species from Mike Witham Park.
- Hans Schneider is soliciting additional donations for a larger covered structure at the volleyball courts in Keizer Rapids Park and is considering doing a volleyball tournament on Eclipse weekend.

PUBLIC TESTIMONY None

PUBLIC HEARINGS

a. Keizer Mart – Liquor License Application ~ Change of Ownership

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership for Keizer Mart at 4940 River Road, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, and no comments were received. A background check was done and calls for service are within the city recommended standards. Staff recommends that Council review the application and forward a recommendation to the OLCC for approval.

Mayor Clark opened the Public Hearing. Hearing no testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council approve the application for the change of ownership under the guidelines established by ORS 471.178 and the ordinances of the City of Keizer and forward the recommendation to the Oregon Liquor Control Commission for final approval. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. RESOLUTION – Authorization for Supplemental Budget – Municipal Court, Sewer Fund and General Administration

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood explained that this is the first supplemental budget request for the entire year. He itemized the request as follows: \$15,000 for Municipal Court to cover increased variable costs; \$33,800 for the Sewer Fund to provide for the increased obligation to the City of Salem; and \$27,000 from Contingency to General Administration to provide appropriations for the retrospective liability insurance obligation.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Authorization for Supplemental Budget – Municipal Court, Sewer Fund and General Administration. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Transportation Network Companies/Taxi Regulations (Vehicle for Hire Ordinance)

City Attorney Shannon Johnson explained that action on this issue was delayed purposely to see how Salem handled it. He provided information regarding various alternate 'taxi' companies such as Uber and Lift and shared a copy of Salem's new draft ordinance with a comparison to the old one. He suggested three options: 1) Continue with Keizer's regulations, 2) Adopt regulations similar to Salem's new ordinance, or 3) Repeal Keizer's existing ordinance and have no regulations; and provided outcomes for each noting options 2 or 3 are preferable. He recommended Council adopt option 3.

Community Development Director Nate Brown added that Keizer had never issued a license until just a few months ago and that was because Salem had raised their insurance limits.

Council discussed confidentiality of driver records, liability, taxation, partnering with Salem, receipts and added service reducing DUIs.

Councilor Parsons moved to direct staff to return with an ordinance repealing the Vehicle for Hire Ordinance. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Brown Contracting, Inc. for Chemawa Road Sidewalk Improvement Project
- b. RESOLUTION – Authorizing the City Manager to Enter into Agreement with Hicks Striping & Curbing, Inc. for Repainting of Pavement Legends
- c. Approval of April 24, 2017 City Council Work Session Minutes
- d. Approval of May 1, 2017 City Council Regular Session Minutes

Councilor Parsons moved for approval of the Consent Calendar. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Freeman, Herrera, Ryan and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Ryan reported that she had attended Coffee with Cathy and the pancake breakfast with the Fire Department.

Councilor Freeman reported that she had attended recent Budget meetings and the prayer breakfast, the West Keizer Neighborhood Association meeting and street cleanup, the Parks Forum and the Commissioner Breakfast. She invited everyone to the Iris Festival.

Councilor Reid reported on recent meetings/events including the Budget meetings, the McNary Seniors AVID Ashland trip, and the Parks Forum. She noted that McNary music groups had performed well and placed in the State competitions, and announced the deadline to vote and the Southeast Keizer Neighborhood Association meeting. She showed the Eclipse tee-shirt that was designed by the McNary Graphic Department and will be available for sale.

Councilor Parsons reported that she had been on vacation but had attended Budget Committee meetings. She invited everyone to the Iris Festival.

Councilor Herrera reported that he had spoken with 4th and 5th graders about what Cinco de Mayo is and why it is not celebrated, he talked with students at Washington Elementary School about being a Councilor, and attended a fundraiser Saturday night for Blanchet School. The McNary fundraiser is on June 6. He also urged everyone to vote.

Councilor Anderson reported on the Claggett Creek Watershed Council meeting. The next one will be in September with the annual gathering in June. The McNary Band placed 4th, the String Orchestra tied with McKay for 5th and Choir placed 6th at the State competition.

Mayor Clark reported that the annual Mother's Day Tea at the Heritage Building was a success. She invited everyone to the upcoming Iris Festival, provided information about events and the iris gardens, announced that the free concert series schedule is now available on line and provided contact information for anyone interested in having a plot at a Keizer Community Garden. She reported that Sean O'Day has been appointed to serve as the Council of Governments Director following the retirement of Nancy Boyer and work continues with the Homeless Initiative Transition Team.

OTHER BUSINESS

Chief Teague reminded Councilors and viewers that the Police Department handles parking and noise violations which are complaint driven. He urged neighbors bothered by infractions to call the Department.

Community Development Director Nate Brown announced that he had just returned from the National American Planning Association Conference which was very instructional. He learned that there are some issues that need to be corrected in the Keizer Sign Code. Also the Transportation Growth Management Grant Consultant selection has been concluded; OTAK is the lead consultant together with Kittelson & Associates and Angelo Planning Group. Negotiations are underway for scope and contract. Staff expects this to be a vigorous community outreach process engaging all aspects of the community. Anyone interested in participating should contact him. There will be a Citizens' Advisory Committee formed. Mayor Clark urged that a housing representative be included.

**WRITTEN
COMMUNICATIONS**

None

AGENDA INPUT

June 5, 2017 – 7:00 p.m. - City Council Regular Session

June 12, 2017 – City Council Special Session

- Keizer Police – Public Safety Fee

June 19, 2017 – 7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:04 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved:_____



MINUTES KEIZER CITY COUNCIL

Monday, June 5, 2017

Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:

Cathy Clark, Mayor
Marlene Parsons, Councilor
Roland Herrera, Councilor
Bruce Anderson, Councilor
Laura Reid, Councilor
Kim Freeman, Councilor
Amy Ryan, Councilor

Absent:

Giancarlo Marcelo, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tim Wood, Finance Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS None

COMMITTEE REPORTS None

PUBLIC TESTIMONY None

PUBLIC HEARINGS *Mayor Clark opened the Public Hearing.*

a. Odd Moe's Pizza Liquor License Application

City Manager Chris Eppley reported that an application was submitted for a new Liquor License for Odd Moe's Pizza in Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department found the location of the establishment to be properly zoned and had no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Eric Burge, owner of Odd Moe's, explained that the license would allow for liquor to be sold inside the store and to be delivered to residents with food orders. Drivers will be required to check ID and adhere to a strict process to ensure that minors are not receiving the alcohol.

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

Councilor Parsons moved that the Keizer City Council recommend approval of the application for a liquor license for Odd Moe's Pizza under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION
– Declaring the
City's Election
to Receive
State Revenues**

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood explained that Oregon law requires cities to annually pass a resolution requesting State revenue sharing money. Currently the City receives \$325,000 per year in shared revenue. He added that in addition to requesting the money, the City has to certify that it provides at least four municipal types of services which it does.

Hearing no testimony Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Declaring the City's Election to Receive State Revenues. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**RESOLUTION –
Certifying that
the City of
Keizer Provides
Four or More
Municipal
Services**

Councilor Parsons moved that the Keizer City Council adopt a Resolution Certifying that the City of Keizer Provides Four or More Municipal Services. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. RESOLUTION
– Amending the
Stormwater
Utility Fee;
Amending
R2014-2504;**

Mayor Clark opened the Public Hearing.

Mr. Wood reminded Council that this was discussed in the Long Range Planning meeting in April and the Budget Committee meeting in May. Staff recommends a \$.55 per ESU rate increase for the Stormwater Fund.

Hearing no testimony, Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution

**Repealing
R2016-2690**

Amending the Stormwater Utility Fee; Amending Resolution R2014-2504; Repealing R2016-2690. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. ORDINANCE –
Setting Water
Rates (2018);
Repealing
Ordinance No.
2016-756**

Mayor Clark opened the Public Hearing.

Mr. Wood reminded Council that this was discussed in the Long Range Planning meeting in April and a Budget Committee meeting in May. Staff recommends a 4% rate increase for the water system.

Hearing no testimony, Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Setting Water Rates (2018); Repealing Ordinance No. 2016-756. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. RESOLUTION
– Certification
of Lighting
District
Assessments**

Mayor Clark opened the Public Hearing.

Finance Director Tim Wood explained that the City is required to certify the assessments to Marion County so that the assessments can be placed on the property tax statements. The assessments are less than last year because administrative costs have gone down.

Hearing no testimony, Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution - Certification of Lighting District Assessments. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**f. RESOLUTION
– Adopting the
FY17-18
Budget, Making
Appropriations
and Imposing**

Mayor Clark opened the Public Hearing.

Mr. Wood presented the Budget Committee adopted Budget for fiscal year 2017-18.

Hearing no testimony, Mayor Clark closed the Public Hearing.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Adopting the FY17-18 Budget, Making Appropriations and Imposing and

**and
Categorizing
Taxes**

Categorizing Taxes. Councilor Freeman seconded.

Councilor Ryan stated that due to her concerns regarding the amount of money that the City is sharing with the Chamber of Commerce she would oppose adoption of this budget.

Motion passed as follows:

AYES: Clark, Reid, Parsons, Freeman, Herrera and Anderson (6)

NAYS: Ryan (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

**a. Consortium
Cooperation
Agreement and
Intergovernmental
Agreement;
and 2015-2019
Consolidated
Plan; and 2017-
2018 Annual
Action Plan**

Taken out of order.

Kristin Retherford, City of Salem, Urban Development Director, presented the renewal of the Home Consortium Agreement noting that Salem is an Entitlement City which allows more federal funds to come into the area. The agreement enables the City to receive a greater allocation of funds. She provided details regarding grant timelines, funding and awards, the action plan, and public outreach. She then displayed and narrated a slide presentation which explained the 2017-2018 Annual Action Plan and she shared information about funding and the organizations that receive it.

**b. RESOLUTION –
Certification of
Delinquent
Sewer
Accounts**

Mr. Wood explained that this is the annual certification of the delinquent 'sewer only' accounts. The delinquent amounts will be added to Marion County property tax statements.

Councilor Parsons moved that Keizer City Council adopt a Resolution – Certification of Delinquent Sewer Accounts. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE –
Repealing
Ordinance No.
94-307 and
Ordinance No.
2016-752;
Declaring an
Emergency**

City Attorney Shannon Johnson reminded Council that they had directed staff to come back with this ordinance.

Councilor Parsons moved that the Keizer City Council adopt a Bill for an Ordinance Repealing Ordinance No. 94-307 (Requiring Vehicles for Hire to be Licensed; Establishing Regulations) and Ordinance No. 2016-752 (Amending Ordinance No. 94-307); Declaring an Emergency. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

RESOLUTION – Repealing R2016-2667 – Councilor Parsons moved that the Keizer City Council adopt a Resolution Repealing R2016-2667 (Establishing License Fees for Operator of Vehicle for Hire and Driver of a Vehicle for Hire). Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Keizer Station Area B Master Plan Amendment

Community Development Director Nate Brown provided information regarding a proposed movie theater on Area B West at Keizer Station between McLeod Lane and Keizer Station Boulevard. He explained that the proposed plan is slightly different than the approved Master Plan. Staff is recommending, for reasons detailed in his staff report, that Council move forward with the Master Plan amendment rather than beginning the process at the Planning Commission level. He explained that to alleviate parking concerns the seating in the theater has been reduced from 800 to 500.

Councilor Parsons moved to direct staff to refer the Area B Master Plan amendment directly to the City Council. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Ryan, Freeman, Herrera and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Sign an Agreement with Ross Recreation Equipment Co., Inc. for Keizer Rapids Park Surfacing Project
- b. RESOLUTION – Authorizing City Manager to Sign Contract with Schneider Water Services for Removal and Abandonment of Lauderback Well
- c. RESOLUTION – Authorizing the City Manager to Award and Enter into an Agreement with Knife River Construction – Northwest for Asphalt Pathways at Keizer Rapids Park 2017
- d. RESOLUTION – Authorizing the City Manager to Award and Enter into an Agreement with Roy Houck Construction LLC for Annual Street Resurfacing Project (2017)
- e. Approval of May 8, 2017 Special Session Minutes

Councilor Parsons moved for approval of the Consent Calendar. Councilor Freeman seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Parsons, Freeman, Herrera, Ryan and Anderson (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Anderson reported that he would be attending the Keizer Chamber Board meeting and that schools are in the midst of their concert seasons.

Councilor Herrera thanked everyone who helped with the Iris Festival and Dorothy and Chris from the Police Department for their assistance at the recent Kennedy Academy of Leadership Club (KAL Club) event, and the Keizer Little League volunteers who painted the soccer field at Keizer Elementary. He also reported on the Career Technical Education Center Advisory Board meeting and announced that Austin Bibens-Dierkx from Keizer had his major league baseball debut on May 17 pitching for the Texas Rangers.

Councilor Parsons reported on meeting/events she had attended including Personnel Policy Committee, Eclipse event planning, and the McNary Booster Club auction. Upcoming meetings/events include the Commissioners Breakfast, the Special Session to consider funding for police, and Planning Commission.

Councilor Reid reviewed various senior events and musical events, praised the McNary Senior Class and the Keizer Community Band, and announced upcoming concerts and graduation.

Councilor Freeman thanked everyone who made Iris Festival possible, and announced the upcoming Traffic Safety/Bicycle/Pedestrian Committee and Volunteer Coordinating Committee meetings, graduation and the Marion County Commissioner Breakfast.

Councilor Ryan praised everyone who participated in the Iris Festival, announced the upcoming Keizer United meeting and reported on the Art Commission meeting.

Mayor Clark thanked everyone who filled in for her while she was away, praised the Iris Festival and thanked veterans who participated in the event and served the country. She reported on Congestion Management Air Quality work, thanked Mike Jaffe for his dedication, and reported that the consensus reached will now be forwarded to the Oregon Transportation Commission. She also reported that Representative Bill Post would be planting a donated redwood seedling at Meadows Park on Saturday and Volcanoes opening night would be June 15.

OTHER BUSINESS

Chris Eppley announced that some high school seniors who received scholarships attended the last Rotary meeting and shared their plans for the future. He expressed admiration for them stating that they were amazing. He also asked Councilors to review the draft of the Council work plan and send him comments so that he can finalize it.

Chief Teague reported that a number of cars had been broken into recently; cars that were clean and empty were passed by. He urged everyone not to leave items in their cars, reminded everyone of the upcoming Special Session Council Meeting and announced that Blast Camp is full.

**WRITTEN
COMMUNICATIONS**

Mayor Clark shared a publication she had received on the Mid-Valley History Tour which includes several sites in Keizer, directed attention to the Stormwater Newsletter, shared a letter from the American Cancer Society about the upcoming Relay for Life and read a letter into the record from a couple of teachers regarding the inclusivity resolution. She added that she would like to pursue moving forward with a proposal for a task force or work group to address broad diversity in the community as part of the Council goal of community engagement. Mayor Clark also urged Councilors to deliver their City Manager/City Attorney evaluations to Human Resources.

AGENDA INPUT

June 12, 2017

6:00 p.m. – City Council Special Session

- Public Forum - Keizer Police Public Safety Fee

June 19, 2017

7:00 p.m. City Council Regular Session

July 3, 2017

7:00 p.m. City Council Regular Session

July 10, 2017

5:45 p.m. – City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:31 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ryan

Councilor #3 – Marlene Parsons

Councilor #6 – Bruce Anderson

Minutes approved: _____