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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, September 20, 2021
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**

a. **Tribute to Former City Councilor Charles Lee**

b. **Volunteer of the Quarter Award – Arturo & Olga Gloria – Latinos in Action Committee**

5. **COMMITTEE REPORTS**

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

a. **Keizer Development Code – Text Amendments (Detached Single Family Dwellings)**

b. **RESOLUTION – Authorization for Supplemental Budget – General Fund – School District Contract**
RESOLUTION – Authorization for Supplemental Budget – Administrative Services – Retirement Costs

8. ADMINISTRATIVE ACTION

- a. Telecom Administration
- b. Park Management Agreement for Keizer Little League Park
- c. RESOLUTION – Establishing Community Diversity Engagement Committee
RESOLUTION – Dissolving the Community Diversity Engagement Work Group

9. CONSENT CALENDAR

- a. Approval of September 7, 2021 Regular Session Minutes
- b. Approval of September 13, 2021 Work Session Minutes

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

September 27, 2021

6:00 p.m. - City Council Special Session

- City Manager Recruitment

October 4, 2021

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

October 11, 2021

6:00 p.m. – City Council Work Session

October 18, 2021

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

14. ADJOURNMENT

City of Keizer Mission Statement

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

CITY COUNCIL MEETING: September 20, 2021

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: R. WES HARE
INTERIM CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

SUBJECT: FORMER CITY COUNCILOR CHARLES LEE

Charles Lee was elected to the Keizer City Council in November 2000 and served as a Councilor from January 2001 until February 2007. Mr. Lee passed away on September 4, 2021. The Mayor and Council members will each have an opportunity to share a short tribute to Mr. Lee.

CITY COUNCIL MEETING: September 20, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CATHY CLARK AND CITY COUNCIL MEMBERS

**THROUGH: WES HARE
INTERIM CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Art and Olga Gloria and the Latinos in Action Committee as the recipient of the Volunteer of the Quarter award for the second quarter of 2021. The Art & Olga and the LAC were nominated by Laura Reid. The nomination and supporting documents are attached.

Mr. & Mrs. Gloria, founders of Latinos in Action Committee, and members of the LAC have been invited to the meeting to accept the award. Our thanks and congratulations to the Glorias and the Latinos in Action Committee for their contributions to our community.

A new submission has been received for Volunteer of the Quarter Nomination at 06/17/2021 10:50 AM

Name of Nominee: Art and Olga Gloria and the Latinos in Action Committee
Address of Nominee: 6763 Birchwood Court, Keizer 97303
Nominee Phone Number or Contact Information: Olga: 971-304-5453/503-393-1923
 Arturo: 503-884-5051

Each quarter the City of Keizer recognizes an individual or group of individuals for their contributions to the community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the community and the lives of our citizens. **Process for Award of Nomination:**(1) A written nomination form is submitted to the Keizer City Recorder, P.O. Box 21000, Keizer, Oregon or submitted by clicking the submit button on this form.(2) Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included.(3) The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the committee to answer questions and explain the nomination in further detail. (4) The award will then be presented at a regular meeting of the Keizer City Council.*Please provide a brief description, including the dates or time period, of the nominee's contributions and the reason why you are nominating for this award::

Art and Olga Gloria have contributed greatly to the Latinx community and Keizer as a whole for more than two decades. Particularly noted is the LAC Scholarship program.

File Upload (ONE ONLY): LAC News Article.pdf

Please explain the impacts these contributions have had on the city of Keizer or the Keizer community:

I am honored to nominate Art and Olga Gloria and the Latinos in Action Committee for their valuable contribution to our Latino citizens and to our community in general. Art and Olga have been an integral part of the Keizer community for many decades, and their kind and open hearts and dedication to the improvement of Keizer has made Keizer a better place for all of us. Both worked on the McNary staff for many years, Art as an English Language Learner teacher and Olga as a counselor. They were instrumental in unifying the McNary staff to make lives better for all kids. Art and Olga serve on a personal level. In addition, They have been instrumental in providing comfort and resources for both kids and adults working at physically demanding jobs and in providing support for their families. They have a keen sense of who needs help and what kinds of help they need. They keep their eyes out for individual families who may need help with food or other resources. This service inspires kids to give back to the Keizer community in whatever ways they can. Perhaps the most visible contribution that they make is through LAC Scholarship program. Each year they organize and fund scholarships for Latino students at McNary. This is not only a vote of confidence for our students but an investment in Keizer's future, ensuring that graduating seniors understand and appreciate the role that we need them to play as future leaders. Art and Olga have imbued the value of volunteerism in their family as well as in others committed to improving our community. The Latinos in Action Committee is comprised of Art and Olga Gloria, Aurora Cedillo, Jose Dominguez, and Roland Herrera. They all contribute a great deal to Keizer, both as part of the LAC and in their own rights. We are so fortunate to have people like Art and Olga and the LAC in our community. They care deeply about Keizer and have made it their life's work to improve it in any way they can.

Your Name: Laura Reid
Your Address: 1062 Merlot Ave NE
Your contact information (email or phone): reidl@keizer.org

Uploaded File: [LAC News Article.pdf](#)

McNary Latino scholars honored

By ERIC A. HOWALD
Of the Keizertimes

As each of 18 McNary High School seniors collected scholarships from the Latino Action Committee (LAC) last week, Roland Herrera had a message for each of the students as they departed: "We believe in you and don't forget about your community."

For the past several years, the LAC has provided scholarships to graduating Latinx seniors and every year the level of support grows.

"We were planning on giving the students \$350 again like we did last year, but then an anonymous donor stepped forward and gave us \$900 and we were able to add \$50 to each student's award this year," said Olga Gloria who, with her husband Arturo, were founding members of LAC.

There were plenty of smiles to go around as Gloria handed out certificates honoring the students' achievements and cash to those arriving in the parking lot of the Keizer Civic Center. Pandemic precautions forced the event to move outdoors and drive-up style the past two years.



Olga Gloria (right) helps Manuel Sandoval collect his scholarship from Keizer's Latino Action Committee.

Photo by ERIC A. HOWALD of Keizertimes

Making the grade

Students submit essays along with their scholarship applications and Gloria said reading about the students – what they've already overcome and what their plans are for the future – is a highlight of her year.

"They always talk about the ways they want to make their parents proud and what they plan to do for their communities after they finish their education," Gloria said. "Those things are in every one of the essays."

LAC scholarship honorees this year were:

- Nathalie Alvarado who will attend George Fox University and transfer to

See GRADE, page A3

CELTS RETURN TO STAGE

NEWSTAND PRICE: \$1.00/ISSUE



SUBSCRIBER ADDRESS:

Bard's *Midsummer* is outdoor affair

By BROOKLYN FLINT
Of the Keizertimes

Creativity and practicality were both considerations when Tom Cavanaugh picked *A Midsummer Night's Dream* for students to end the year.

"I was looking for something that we could let the kids put as much of their own creativity into. One of the awesome things about Shakespeare is that we have the freedom to make it whatever we want it to be," Cavanaugh, director of the theatre program, said.

The play worked on a practical level because characters are in the play are largely broken up into smaller groups which is helpful in complying with COVID-19 precautions.

See STAGE, page A4



The cast of McNary High School's production of *A Midsummer Night's Dream* in dress rehearsals at the school. Submitted photo

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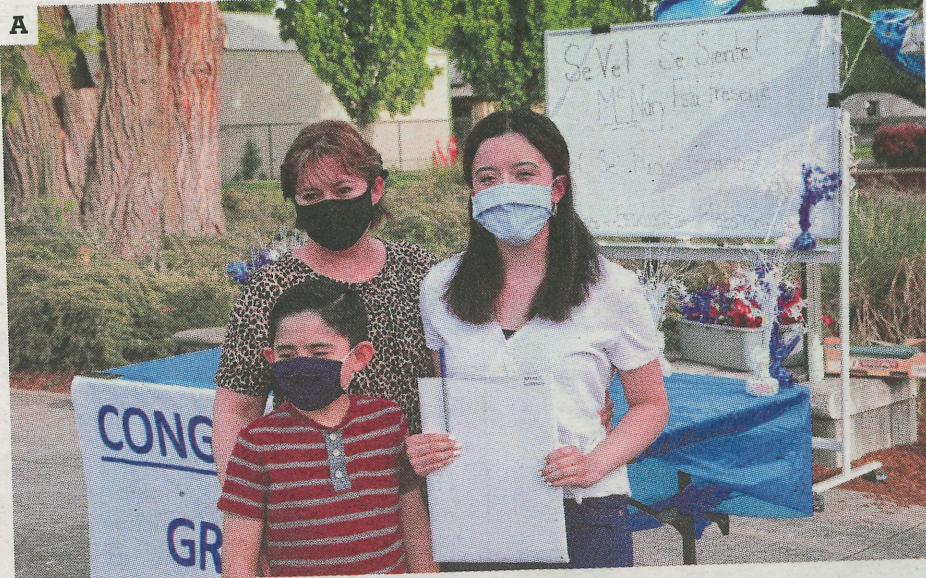


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A: Nathalie Alvarado and her family. B: Miguel Gaytan.
C: Yisel Silva Bravo.
D: Camila Garcia Monroy.

Photo by ERIC A. HOWALD
of Keizertimes

GRADE,

Continued from page A1

the Oregon State University pharmacy program.

- Yisel Silva Bravo who will major in nursing at Linfield University.
- Julianna Falcon who will attend Chemeketa Community College and wants to be part of the FBI's behavioral science unit.
- Valeria Garcia-Flores will attend Chemeketa and plans to transfer to Oregon State and major in counseling.
- Miguel Gaytan will attend Corban University and major in education. He will also be playing for the Warrior soccer team.
- Elias Gonzalez will be pursuing a degree in finance or accounting.
- Hugo I. Gonzalez will study business management and wants to start a construction business.
- Rosalinda Hernandez will major in human physiology and attend chiropractic school.
- Gisele Garcia Lopez will study civil engineering and wants to create buildings to withstand natural disasters.
- Eddie Martinez plans to attend college and will continue writing and playing his own music and playing soccer.
- Allison Martinez is accepted in the pre-medical imaging technology program at Oregon Institute of Technology.
- Camila Garcia-Monroy plans to study biochemistry and become a pediatrician.
- Miguel Angel Orduna plans to study electrical systems and works as a power line electrician.
- Jennifer Cabrera Ortiz plans to attend college.
- Jaer Macedonio Piedra plans to attend Chemeketa and transfer to a four-year university to study computer science.
- Manuel Avendano Sandoval plans to attend college and study business and leadership.
- Ethan Schurr plans to study computer science and design software.
- Jesse Tapia plans to act in movies and start his own designer fashion brand.

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COUNCIL MEETING: September 20, 2021
AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: WES HARE, INTERIM CITY MANAGER

FROM: SHANE WITHAM, PLANNING DIRECTOR

SUBJECT: Proposed text amendments to the Keizer Development Code (KDC) to allow detached single-family dwellings on 4,000 square foot minimum lot sizes, to clarify requirements for obtaining certificates of occupancy, and to clarify requirements for maintenance agreements for private access easements.

ATTACHMENTS:

- KDC Section 2.102 (Single Family Residential (RS)) – draft
- KDC Section 2.103 (Limited Density Residential (RL)) – draft
- KDC Section 2.104 (Medium Density Residential (RM)) – draft
- KDC Section 2.201 (General Standards) – draft
- KDC Section 2.203 (Street Standards) – draft

ISSUE:

The Planning Commission held a public hearing on August 18, 2021 to consider proposed text amendments to Keizer Development Code (KDC) Sections 2.102 (Single Family Residential (RS)), 2.103 (Limited Density Residential (RL)), 2.104 (Medium Density Residential (RM)), 2.201 (General Standards), and 2.203 (Street Standards). The Planning Commission voted unanimously to recommend approval of the proposed text amendments.

The proposed amendments to Sections 2.102, 2.103, and 2.104 will reduce the City's minimum lot size requirements for detached single family dwellings from 5,000 square feet to 4,000 square feet in area. Currently, the minimum lot size for single family development is 4,000 square feet in area. However, lots less than 5,000 square feet in area are currently limited to being developed with zero side yard dwellings. The Planning Commission's work program included considering "efficiency measures" to address the utilization of existing residential land in Keizer. Taking into consideration that Salem has a minimum lot size of 4,000 square feet in area along with the upcoming changes anticipated to implement HB2001 regarding "middle housing" development, it seems appropriate to allow more flexibility for property owners wishing to partition or subdivide existing parcels. HB2001 will require the City to allow for the development of a triplex on a lot of 5,000 square feet in area and has separate standards for townhouse development (which are significantly smaller than 4,000 square feet in area). In addition, the City has historically approved some minor variance requests by developers wishing to construct detached single-family homes instead of zero side yard dwellings on lots slightly less than 5,000 square feet, in order to build structures that are consistent with existing neighborhoods. The proposed changes will not affect lot coverage or setback requirements, so there will be no felt impacts by adjacent property owners beyond what is currently allowed in the code, as far as proximity of structures. Staff views the proposed change to lot size as a win-win, as they allow some additional flexibility and opportunity without creating adverse impacts for existing neighborhoods.

The proposed amendments to Section 2.201 will clarify requirements for obtaining a Certificate of Occupancy or final inspection approval, and provisions for enforcement. The proposed changes will correct an error in the reference to the violations section of the ordinance, as well as clearly connect the enforcement of occupancy to the building permit approval process and timeline. In addition, 2.201.07.C is proposed to be eliminated, which allows for a building to straddle property lines. This provision conflicts with building code requirements and it makes more sense for someone to perform a property line adjustment or consolidate parcels, as opposed to allowing structures to sit on two separate lots under common ownership.

The proposed amendments to Section 2.203 clarify requirements for maintenance agreements for private access easements to include required turnarounds, no parking signage, and screening. This is something that has been included on maintenance agreements historically, but was not previously clearly identified in the code as a requirement. In addition, the Public Works Department recommended and Planning Commission agreed that language should be provided in the maintenance provisions to address storm drainage facilities that are located within the access easement area.

RECOMMENDATION:

That City Council open the public hearing to consider the proposed text amendments, close the public hearing, deliberate, and direct staff to prepare an ordinance with findings to adopt the proposed revisions.

2.103 LIMITED DENSITY RESIDENTIAL (RL)

2.103.01 Purpose

The RL (LIMITED DENSITY RESIDENTIAL) zone is intended to provide for detached and attached dwellings on a lot or multiple dwellings on a lot at an intermediate density. Other uses compatible with residential development are also appropriate. RL zones are located in areas designated Medium Density Residential, and, Medium and High Density Residential in the Comprehensive Plan and provided with urban services. RL zones will generally abut a collector or arterial street so that traffic is not required to travel through lower density residential neighborhoods. (01/02)

2.103.02 Permitted Uses

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

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes** and facilities. (5/98)
- C. **Buildings with two or more dwelling units.** (5/98)
- D. **Combination of permitted attached or detached dwellings** on a lot. (5/98)
- E. **Family day care provider**, for 16 or fewer children consistent with state regulations. (4/16)
- D. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- G. **Child foster home** for five or fewer children. (6/99)

2.103.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RL 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. **Residential sales offices** (Section 2.409). (5/98)
5. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
6. **House of Worship** (Section 2.423). (5/98)
7. **Boat and RV storage** area (Section 2.411). (5/98)
8. **Manufactured homes** on individual lots (Section 2.402) (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. **Manufactured home parks** (Section 2.405). (5/98)
13. **Cottage Cluster Development** without the creation of any new lots (Section 2.432). (06/14)

2.103.04 Conditional Uses

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

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Civic, social and fraternal organizations** (864). (5/98)
- D. **Day care facility** for 17 or more children consistent with state regulations. (4/16)
- E. **Bed and breakfast establishment** (Section 2.408). (5/98)
- F. **Rooming and boarding houses** (702). (5/98)

- G. **Water supply (494).** (5/98)
- H. **Child foster home** for six, seven or eight children, providing such home:
1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;
 3. The lot shall be located on an arterial or major collector street;
 4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
 5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
 6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
 7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
 8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.
- All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes.(6/99)
- I. **Cottage Cluster Development** with the creation of new lots (Section 2.432). (6/14)

2.103.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex	Multi-Family	Non-Residential
Lot Size	4000 sq. ft. (1)(2)	7000 sq. ft.	10000 sq. ft. (3)	(4)
Average Width	40 feet	50 feet	50 feet	None
Average Depth	70 feet	80 feet	80 feet	None
Maximum Height	35 feet	35 feet	35 feet	(5)

- (1) ~~Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line side yard dwellings units are subject to the standards in Section (2.404).~~ (5/98)
- (2) 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)
- (3) Multi-family development must comply with the density standard in Section 2.103.06.I. (5/98)
- (4) Parcel size shall be adequate to contain all structures within the required yard setbacks. (5/98)
- (5) 50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet. (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Single Family	Duplex	Multi-Family	Non-Residential
Front	10 feet (5)	10 feet (5)	10 feet	20 feet
Side	5 feet (1)	5 feet	10 feet	10 feet
Rear	(2)	(2)	(2)	20 feet
Street-side (3)	10 feet	10 feet	10 feet	20 feet
Garage entrance (4)	20 feet (4)	20 feet (4)	20 feet (4)	20 feet (4)

- (1) Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)

- (2) *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 property lines.* (6/07)
- (3) *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)
- (4) *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)
- (5) *The minimum front setback from an access easement shall be ten (10) feet.* (10/15)

2.103.06 Development Standards

All development in the RL 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 RL 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 units, including Cottage Cluster Development, and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (6/14)
- 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 25% 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 maximum coverage allowed for buildings, accessory structures and paved parking shall be 75% (5/98)
- I. **Density:** Subdivisions and multi-family development within the RL zone shall comply with the following density requirements:
 - 1. For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 6 units per acre; the maximum density shall be 10 units per acre. (5/98)
 - 2. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 14 units per acre. (5/98)

2.104 MEDIUM DENSITY RESIDENTIAL (RM)

2.104.01 Purpose

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

(5/98)

2.104.02 Permitted Uses

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

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes and facilities.** (5/98)
- C. **Buildings with two or more dwelling** units. (5/98)
- D. **Combination of permitted attached or detached dwellings** on a lot. (5/98)
- E. **Family day care provider**, for 16 or fewer children consistent with state regulations. (4/16)
- F. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- G. **Child foster home** for five or fewer children. (6/99)

2.104.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RM 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. **Transit Facilities** (Section 2.305). (5/09)

F. 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** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
7. **House of Worship** (Section 2.423). (5/98)
8. **Boat and RV storage** area (Section 2.411). (5/98)
9. **Manufactured home parks** (Section 2.405). (5/98)
10. **Manufactured homes** on individual lots (Section 2.402) (5/98)
11. **Accessory commercial uses** (Section 2.416). (5/98)
12. **Recreational vehicle storage space** (Section 2.413). (5/98)
13. **Electrical substation** (Section 2.426). (5/98)
14. **Wireless Telecommunications Facilities (Section 2.427)** (5/98)
15. **Cottage Cluster Development** without the creation of any new lot (Section 2.432) (6/14)

2.104.04 Conditional Uses

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

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Day care facility** for 17 or more children consistent with state regulations. (4/16)
- D. **Civic, social and fraternal organizations** (864). (5/98)
- E. **Rooming and boarding houses** (702). (5/98)

- F. **Water supply** (494). (5/98)
- G. **Child foster home** for six, seven or eight children, provided such home:
1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;
 3. The lot shall be located on an arterial or major collector street;
 4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
 5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
 6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
 7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
 8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.

All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes. (6/99)

- H. **Transit Station** (Section 2.429). (5/09)
- I. **Residential Care Facilities** for more than 15 residents or uses noted in SIC 805 (Nursing and Personal Care Facilities) (Section 2.431) (6/11)
- J. **Cottage Cluster Development** with the creation of new lots (Section 2.432). (6/14)

2.104.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex	Multi-Family	Non-Residential
Lot Size	4,000 sq. ft. (1)(2)	6,000 sq. ft.	9,000 sq. ft. (3)	(4)
Average Width	40 feet	50 feet	50 feet	None
Average Depth	70 feet	80 feet	80 feet	None
Maximum Height	35 feet	35 feet	35 feet	(5)

- (1) ~~Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line side yard dwellings units are subject to the standards in Section (2.404).~~ (5/98)
- (2) 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)
- (3) Multi-family development must comply with the density standard in Section 2.104.06.I. (5/98)
- (4) Parcel size shall be adequate to contain all structures within the required yard setbacks. (5/98)
- (5) 50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet. (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Single Family	Duplex	Multi-Family	Non- Residential
Front	10 feet (5)	10 feet (5)	10 feet	20 feet
Side	(1)	5 feet	10 feet	10 feet
Rear	(2)	(2)	(2)	20 feet
Street-side (3)	10 feet	10 feet	10 feet	20 feet
Garage entrance (4)	20 feet (4)	20 feet (4)	20 feet (4)	20 feet (4)

- (1) Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)

- (2) *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 exterior property lines. (06/07)*
 - (3) *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)*
 - (4) *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)*
 - (5) *The minimum front setback from an access easement shall be ten (10) feet. (10/15)*
- C. Proposals to develop properties in RCOD are subject to dimensional standards in Section 2.130. (12/19)

2.104.06 Development Standards

All development in the RM 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 RM 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 units, including Cottage Cluster Development, and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (6/14)
- 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 25% 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 maximum coverage allowed for buildings, accessory structures and paved parking shall be 75%. (5/98)
- I. **Density:** Subdivisions and multi-family development within the RM zone shall comply with the following density requirements:
 - 1. For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 6 units per acre; the maximum density shall be 10 units per acre. (5/98)
 - 2. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 22 units per acre. (5/98)
- J. Proposals to develop properties in RCOD are subject to development standards in Section 2.130. (12/19)

2.102 SINGLE FAMILY RESIDENTIAL (RS)

2.102.01 Purpose

The purpose of the RS (Single Family Residential) zone is to allow development of single family homes on individual lots provided with urban services at low urban densities. Other uses compatible with residential development are also appropriate. These areas are designated as Low Density Residential in the Comprehensive Plan. (5/98)

2.102.02 Permitted Uses

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

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes.** (5/98)
- C. **Family day care provider**, for 16 or fewer children consistent with state regulations. (4/16)
- D. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- E. **Child foster home** for five or fewer children. (6/99)

2.102.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in this Ordinance and special development requirements, are permitted in the RS 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. Transit Facilities (Section 2.305). (Ordinance No. is 2009-586, 5/09)
- F. The following special uses subject to the applicable standards in Section 2.400. (5/98)

1. **Duplex** on a corner lot (Section 2.403). (5/98)
2. **Shared housing** Facilities (Section 2.403). (5/98)
3. **Zero side yard dwelling** units (Section 2.404). (5/98)
4. **Home occupations** (Section 2.407). (5/98)
5. **Residential sales offices** (Section 2.409). (5/98)
6. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
7. **House of Worship** (Section 2.423). (5/98)
8. **Manufactured homes** on individual lots (Section 2.402). (5/98)
9. **Recreational vehicle storage** space (Section 2.413). (5/98)
10. **Electrical substation** (Section 2.426) (5/98)
11. **Wireless Telecommunication Facilities (Section 2.427)** (5/98)
12. **Manufactured home parks** (Section 2.405). (5/98)
13. **Public Water Supply** (Section 2.430) (06/10)

2.102.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit. Development of the site may also require compliance with development standards in Section 2.4. (5/98)

- A. **Elementary schools** (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreation facilities; and other public or semi-public uses. (5/98)
- C. **Civic, social and fraternal organizations** (864). (5/98)
- D. **Day care facility** for 17 or more children consistent with state regulations. (4/16)
- E. **Bed and breakfast establishment** (Section 2.408). (5/98)
- F. **Use of a mobile home as a temporary hardship dwelling** (Section 2.406) (5/98)
- G. **Child foster home** for six, seven or eight children, providing such home:

1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
2. Be located on a lot of no less than 16,000 square feet;
3. The lot shall be located on an arterial or major collector street;
4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.

All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes. (6/99)

- H. Transit Station (Section 2.429). (5/09)
- I. Cottage Cluster Development with or without the creation of any new lots (Section 2.432). (6/14)

2.102.05 Dimensional Standards

The following dimensional standards shall be the minimum requirements for all development in the RS Zone except for modifications permitted under Section 2.202, General Exceptions or as required in Section 2.4. (5/98)

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Residential Uses	Non-Residential Uses
Lot Size	4000 square feet (1)	(2)
Average Width	40 feet	None
Average Depth	70 feet	None
Maximum Height	35 feet	(3)

- (1) *Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line side yard dwellings units are subject to the standards in Section 2.404.* (5/98)
- (2) *Parcel size shall be adequate to contain all structures within the required yard setbacks.* (5/98)
- (3) *50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet.* (5/98)

B. Minimum Yard Setback Requirements

SETBACKS	Residential Uses	Non-Residential Uses
Front (5)	10 feet	20 feet
Side	5 feet (1)	10 feet
Rear	(2)	20 feet
Street-side (3)	10 feet	20 feet
Garage Entrance (4)	20 feet	20 feet

- (1) *Zero side yard dwelling units are subject to the setback provisions in Section 2.404.* (5/98)
- (2) *The rear yard setback shall be as follows: 14 feet for a 1-story home; 20 feet for a 2-story home.* (5/98)
- (3) *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)
- (4) *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)
- (5) *The minimum front setback from an access easement shall be ten (10) feet.* (10/15)

- C. Proposals to develop properties in RCOD are subject to dimensional standards in Section 2.130. (12/19)

2.102.06 Development Standards

All development in the RS 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 comply with 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. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RS 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 units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (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 30% 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 maximum coverage allowed for buildings, accessory structures and paved parking shall be 70%. (5/98)
- I. **Density:** When RS zoned property is subdivided the minimum density shall be 4 units per acre; the maximum density shall be 8 units per. (6/16)
- J. **Number of Buildings.** No more than one primary building shall be located on a lot or parcel. (5/98)
- K. Proposals to develop properties in RCOD are subject to development standards in Section 2.130. (12/19)

2.201 GENERAL STANDARDS

2.201.01 Minimum Requirements

In interpreting and applying this Ordinance, these provisions shall be considered the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience, and general welfare. (5/98)

2.201.02 Building Permits

- A. Building Permits Required. No building shall be constructed or structure erected without receiving the appropriate building permit. Building permit shall include electrical, mechanical, structural, foundation and similar types of permits issued by the appropriate building codes agency. (5/98)
- B. Completion of a Structure. ~~Public, commercial or industrial structures shall receive a Certificate of Occupancy within two years of beginning construction. A structure not completed within the required time period of beginning construction shall constitute a violation of this Ordinance and is subject to the violation provisions in Section 1.102.05. (5/98) It shall be a violation of this Ordinance if:~~
1. Any structure is occupied or put to use prior to receiving a Certificate of Occupancy or final inspection approval.
 2. A Certificate of Occupancy or final inspection approval has not been received prior to the expiration date of the building permit.
 3. Construction activity occurs beyond the expiration date of the building permit.
- Violations are subject to the provision of Section 1.102.06.

2.201.03 Lots of Record

- A. Legal Lot. A parcel is a legal lot of record for purposes of this Ordinance when the lot conforms to all zoning requirements, subdivision requirements, and Comprehensive Plan provisions in effect on the date when a recorded deed or contract creating the separate lot or parcel was signed by the parties to the deed or contract. (5/98)
- B. Separate Legal Lot. A lot or parcel which is a separate legal lot or parcel prior to the adoption of this Ordinance shall remain a separate legal lot regardless of ownership. (5/98)
- C. Development of a Lot of Record. The use or development of any legal lot of record shall be subject to the regulations applied to the property when such development or use begins, irrespective of the lot width, street frontage, depth or area, but subject to all other regulations. (5/98)

2.201.04 Access to a Public Street

A. Access Required. All uses shall be located on property having access to a public street. Access to a public street is defined as a minimum of 20 feet of frontage on one of the following: (5/98)

1. Public Street. A public street with a right-of-way not less than 20 feet wide that is unobstructed, has been graveled or paved, and is open for public use to the property. (5/98)

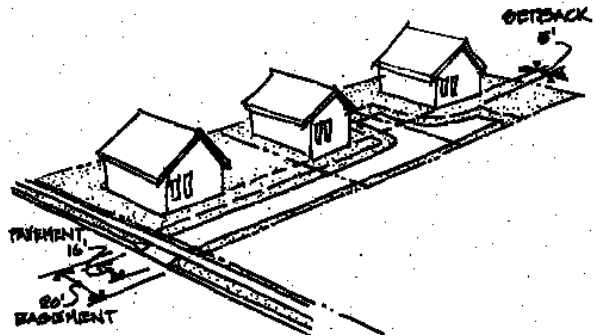
2. Private Street. A private street may be used to access a public street when compliance with Section 2.302.02.F is demonstrated. (10/02)

3. Private Access Easement. A private access easement of not less than 20 feet where the access easement connects the property to a public street and the easement is improved to the minimum standards of Section 2.302.08. (5/98)



Public Street Right of Way

EASEMENT 20' FOR TWO OR MORE HOUSES
PAVEMENT 16' FOR TWO OR MORE HOUSES
SETBACK 5' FOR BUILDINGS FROM EASEMENT



Access Easement

2.201.05 Solar Devices

A. Solar Devices Permitted. The use of solar energy systems including solar collectors, storage facilities, and distribution components for space heating and cooling and domestic water heating is permitted within all zones. (5/98)

B. Height Exceptions. Solar collectors and the equipment used for the mounting and operation of such collectors, where necessary, may be elevated above the height limitation in residential zones. (5/98)

2.201.06 Unsafe Building

Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any building or structure declared unsafe by proper authority. (5/98)

2.201.07 Structures to be on a Lot

All structures and uses shall be entirely situated on a single lot with the following provisions: (5/98)

- A. Condominiums. Structures allowed under the Unit Ownership law (ORS 91.400 et seq.) shall be excepted from this requirement. (5/98)
- B. Zero Lot Line. Buildings that are attached at a common property line or which are detached and located immediately adjacent to a property line, and which meet all requirements of the Building Code as separate buildings, shall be considered separate. (5/98)
- ~~C. Placement on Two or more Lots. Where a structure is placed on two or more separate lots under single ownership so that the structure overlaps a common boundary or encroaches on required yards along the common boundary, the separate lots shall be considered a single lot for the purpose of this Ordinance. Nothing in this provision permits the placement of buildings on a easement. (5/98)~~
- ~~D.C.~~ Portable Structures Restricted. Portable structures housing non-residential uses are prohibited except when used for a permitted temporary business or when used as an addition to an existing business located in a permanent structure and when erected and operated in accordance with all applicable building and fire codes, and City sewer and water standards. (5/98)

2.201.08 Division or Alteration of Lots

In addition to any partitioning or subdivision requirements in the Ordinance, no lot held under separate ownership shall be divided or altered so that it does not meet the requirements in this Ordinance. If a lot does not meet such requirements at the time this Ordinance is adopted, it shall not be divided or altered in such a manner that the lot is less in conformity with these regulations in any respect. (5/98)

2.302 STREET STANDARDS

2.302.01 Purpose

- A. Safety. To provide for safe, efficient, and convenient vehicular, bicycle and pedestrian movement in the City of Keizer. (11/16)
- B. Access. To provide adequate access to all proposed developments in the City of Keizer. (5/98)
- C. Public Facility Access. To provide adequate area in all public rights-of-way for sidewalks, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way. (5/98)

2.302.02 Scope

The provisions of this Section shall be applicable for the following: (5/98)

- A. Land Divisions. The creation, dedication or construction of all new public or private streets in all subdivisions, partitions or other developments in the City. (05/98)
- B. Street Expansion. The extension or widening of existing public or private streets or rights-of-way, easements, or street improvements including those which may be proposed by an individual or the City, or which may be required by the City in association with other development approvals. (10/02)
- C. Utility Improvements. The construction or modification of any utilities or sidewalks in public rights-of-way, existing private street, or private access easements. (10/02)
- D. Street Trees. The planting of any street trees or other landscape materials in public rights-of-way. (5/98)
- E. Exceptions. Provisions of this Section do not apply in existing developed areas of the City. Improvements in these areas shall be based on standards adopted by the Department of Public Works. (5/98)
- F. Private Streets. Private streets and improvements on private streets are allowed only in the following situations:
 - 1. Improvements and/or widening of existing and allowed private streets.
 - 2. Creation of new private streets within an existing subdivision or PUD already containing approved private streets.

3. Creation of new private streets in a proposed subdivision, PUD, or partition if the only access to the proposed subdivision, PUD, or partition is via existing and approved private streets. (10/02)

2.302.03 General Provisions

The following provisions shall apply to the dedication, construction, improvement or other development of all public streets in the City of Keizer: (5/98)

- A. General Requirement. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land to be served by the streets. (5/98)
- B. Continuation of Streets. Development proposals, including subdivisions and partitions, shall provide for the continuation of, and connection to, streets where necessary to promote appropriate traffic circulation in the vicinity of the development. Where necessary to give access or permit a satisfactory future division of adjoining land, streets and utilities shall be extended to property boundaries to allow the future extension of streets and infrastructure. A temporary turnaround shall be constructed for stub streets in excess of 150 feet in length. (01/02)

No street or utility extensions are required when any of the following circumstances exist: (01/02)

1. Less than three additional existing or future lots on adjoining parcels would gain access from the extension. For purposes of this criterion, the size of said future lots shall be no greater than two times the minimum lot size of the zone. (01/02)
2. Parcel shape or size prevents new lots from meeting lot width or depth standards when a public street is proposed through the parcel. (10/15)
3. Partial-width streets where adjoining development would provide a full-width public street, does not eliminate the need for variances to lot depth or width requirements. (10/15)
4. Natural physical obstructions or barriers, such as parkland, floodplain, slopes, or significant trees, make access and connectivity unreasonable or impracticable. (01/02)

5. Providing access and connectivity to one or more adjoining parcel(s) would not be useful given that at least one of the following conditions exist: (01/02)
 - a. A future street plan demonstrates that adequate access and connectivity is provided from the adjacent parcel(s). (01/02)
 - b. The development potential of the adjoining parcel(s) is (are) limited due to physical or jurisdictional constraints to such a degree that connectivity is unreasonable or impracticable. (01/02)
- C. Alignment. All streets other than minor streets or cul-de-sacs, as far as practical, shall be in alignment with existing streets by continuation of the existing centerlines. The staggering of street alignments resulting in "T" intersections shall, wherever practical, leave a minimum distance of 200 feet between the center lines of streets having approximately the same direction and otherwise shall not be less than 100 feet. (5/98)
- D. Future extension of streets. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage or area attractors such as schools and shopping centers, streets, bicycle paths and/or pedestrian accessway facilities shall be platted and built to a boundary of the subdivision. The street may be platted without a turnaround unless the Public Works Department finds a turnaround is necessary for reasons of traffic safety. Any street extension exceeding 150 feet in length shall be provided with an approved turnaround as set forth in the Uniform Fire Code. (11/16)
- E. Intersection angles. Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 60 degrees shall require special intersection designs. Streets shall have at least 50 feet of tangent adjacent to intersections unless topography requires lesser distances. Intersections that are not at right angles shall have minimum corner radii of 15 feet. Major arterial intersections shall have curb radii of not less than 35 feet. Other street intersections shall have curb radii of not less than 20 feet. (5/98)
- F. Existing Streets. Whenever existing public streets adjacent to or within a tract are of a width less than the street design standards, additional right-of-way shall be provided at the time of subdivision, partitioning, or development. (5/98)
- G. Half-Streets. Half-streets may be approved where essential to the reasonable development of an area and when the City finds it to be practical to require the dedication of the other half when the adjoining property is developed. When a $\frac{3}{4}$ width street can reasonably be developed, as determined the Department of Public Works, a half street will be

- constructed with an additional 10 feet of pavement on the opposite side of the street from full improvement. (5/98)
- H. Cul-de-sacs. The maximum length shall be 800 feet. (5/98)
- I. Street Names. Street names and numbers shall conform to the established standards and procedures in the City. (5/98)
- J. Grades and Curves. Grades shall not exceed 7 percent on arterials, 10 percent on collector streets or 15 percent on any other street. Street grades of 15 percent shall not exceed 200 feet in length. To provide for adequate drainage, all streets shall have a minimum slope of 0.5 percent. On arterials there shall be a tangent of not less than 100 feet between reversed curves. (5/98)
- K. Frontage Streets. If a development abuts or contains an existing or proposed arterial or collector street, the City may allow frontage streets, or may require reverse frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties, to afford separation of through and local traffic, and to preserve the capacity and safety of the collector or arterial street. (5/98)
- L. Alleys. Alleys shall be provided in commercial and industrial zones unless other permanent provisions for access to off-street parking and loading facilities are provided. The corners of alley intersections shall have radii of not less than 10 feet. (5/98)
- M. Street Landscaping. Where required as part of the right-of-way design, planting strips shall conform with the following standards: (5/98)
1. Street trees shall be planted at a ratio of no less than one tree per 30 feet of property frontage. Street trees shall conform with the list of acceptable trees included in the City's Street Tree Ordinance. Installation of street trees shall be included in any improvement agreement covering the installation of public facilities and services on a property. (5/98)
 2. Planting strips shall be planted and maintained in predominantly living groundcover materials with hard surfaces consisting of bricks, pavers, rocks, decorative concrete work, etc., only being included as part of an overall landscape design where living plant material is predominant. In no case shall asphalt be used within the planting strip. (5/98)
- N. Access Control Standards. The following access control standards apply to public, industrial, commercial and residential developments including land

divisions. Access shall be managed to maintain an adequate level of service and to maintain the functional classification of roadways as required by the City of Keizer Transportation System Plan. Major roadways, including arterials and collectors, serve as the primary system for moving people and goods within and through the city. Access management is a primary concern on these roads. Local streets and alleys provide access to individual properties. If vehicular access and circulation are not properly designed, these roadways will be unable to accommodate the needs of development and serve their transportation function. (10/15)

The regulations in this section further the orderly layout and use of land, protect community character, and conserve natural resources by promoting well-designed road and access systems and discouraging the unplanned subdivision of land. (07/09)

1. Traffic Impact Analysis Requirements. The City or other agency with access jurisdiction may require a traffic study prepared by a qualified professional to determine access, circulation and other transportation requirements. (See also, Section 2.301.03 Traffic Impact Analysis.) (07/09)
2. The City or other agency with access permit jurisdiction may require the closing or consolidation of existing curb cuts or other vehicle access points, recording of reciprocal access easements (i.e., for shared driveways), development of a frontage street, installation of traffic control devices, and/or other mitigation as a condition of granting an access permit, to ensure the safe and efficient operation of the street and highway system. Access to and from off-street parking areas shall not permit backing onto a public street. (07/09)
3. Access Options. When vehicle access is required for development (i.e., for off-street parking, delivery, service, drive-through facilities, etc.), access shall be provided by one of the following methods (a minimum of 10 feet per lane is required; planned access shall be consistent with adopted public works standards for road construction). These methods are “options” to the developer/subdivider. (07/09)
 - a. Option 1. Access is from an existing or proposed alley or mid-block lane. If a property has access to an alley or lane, direct access to a public street is not permitted. (07/09)
 - b. Option 2. Access is from a private street or driveway connected to an adjoining property that has direct access to a public street (i.e., “shared driveway”). A public access easement covering the driveway shall be recorded in this

case to assure access to the closest public street for all users of the private street/drive. (07/09)

- c. Option 3. Access is from a public street adjacent to the development parcel. If practicable, the owner/developer may be required to close or consolidate an existing access point as a condition of approving a new access. Street accesses shall comply with the access spacing standards in Subsection 6, below. (07/09)
4. Subdivisions Fronting Onto an Arterial Street. New residential land divisions fronting onto an arterial street shall be required to provide alleys or secondary (local or collector) streets for access to individual lots. When alleys or secondary streets cannot be constructed due to topographic or other physical constraints, access may be provided by consolidating driveways for clusters of two or more lots (e.g., includes flag lots and mid-block lanes). (07/09)
5. Double-Frontage Lots. When a lot has frontage onto two or more streets, access shall be provided first from the street with the lowest classification. For example, access shall be provided from a local street before a collector or arterial street. (07/09)
6. Access Spacing: The following minimum access spacing standards apply to public streets and driveways on arterial streets: (07/09)

Arterial Access Spacing Standards

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

7. Number of Access Points. For single-family (detached and attached), two-family, and three-family housing types, one street access point is permitted per lot, when alley access cannot

otherwise be provided; except that two access points may be permitted for two-family and three-family housing on corner lots (i.e., no more than one access per street), subject to the access spacing standards in Subsection 6, above. The number of street access points for multiple family, commercial, industrial, and public/institutional developments shall be minimized to protect the function, safety and operation of the street(s) and sidewalk(s) for all users. Shared access may be required, in conformance with Subsection 8 below, in order to maintain the required access spacing, and minimize the number of access points. (07/09)

8. **Shared Driveways.** The number of driveway and private street intersections with public streets shall be minimized by the use of shared driveways with adjoining lots where feasible. The City shall require shared driveways as a condition of land division or site design review, as applicable, for traffic safety and access management purposes in accordance with the following standards: (07/09)
 - a. Shared driveways and frontage streets may be required to consolidate access onto a collector or arterial street. When shared driveways or frontage streets are required, they shall be stubbed to adjacent developable parcels to indicate future extension. “Stub” means that a driveway or street temporarily ends at the property line, but may be extended in the future as the adjacent parcel develops. “Developable” means that a parcel is either vacant or it is likely to receive additional development (i.e., due to infill or redevelopment potential). (07/09)
 - b. Access easements (i.e., for the benefit of affected properties) shall be recorded for all shared driveways, including pathways, at the time of final plat approval or as a condition of site development approval. (07/09)
 - c. Exception. Shared driveways are not required when existing development patterns or physical constraints (e.g., topography, parcel configuration, and similar conditions) prevent extending the street/driveway in the future. (07/09)
9. **Street Connectivity and Formation of Blocks Required.** In order to promote efficient vehicular and pedestrian circulation throughout the City, land divisions and large site developments shall produce complete blocks bounded by a connecting network of public and/or private streets, in accordance with the following standards: (07/09)

Block Length. The maximum block length shall be consistent with 2.310.04 Additional Design Standards for Subdivisions. (07/09)

Street Standards. Public and private streets shall also conform to Section 2.302 Street Standards in the City of Keizer Development Code (Table 4.1 Street Design Standards in the TSP). (07/09)

Exception. Exceptions to the above standards may be granted when blocks are divided by one or more pathway(s), in conformance with the provisions of 2.310.04(C)(2). (07/09)

10. Pedestrian/Bicycle Accessways. Accessways shall be located to minimize out-of-direction travel by pedestrians and may be designed to accommodate bicycles. (07/09)
11. Street lights. Street lights shall be required for public streets serving more than four dwelling units. Street lights shall be located within a right of way or in utility easements. Street lights are not required along private access easements. Street lights shall be designed to direct the light down toward the street and sidewalk and as much as practicable away from adjoining homes. (10/15)

O. Trees Along Public Streets

Streetscape trees are required along public streets, shall comply with the provisions of Section 2.309, and must be located according to the following provisions: (10/15)

1. Streetscape trees shall be planted within the boundaries of each lot within 10 feet of street improvements. (10/15)
2. Lots measuring less than 60 feet in width shall be required to plant one streetscape tree. Lots measuring 60 feet or more in width shall be required to plant two streetscape trees. (5/20)
3. Streetscape trees shall be selected from a list of approved trees. (10/15)

2.302.04 General Right-of-Way and Improvement Widths

The following standards are general criteria for public streets in the City of Keizer. These standards shall be the minimum requirements for all streets, except where modifications are permitted under Subsection 2.202.05. (5/98)

The street design standards show five different options for local streets. These standards allow the City flexibility in the design of the street network. (7/09)

Table 4.1 Street Design Standards (07/09)

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

1. All local street Categories have a ten-foot public utility easement on both sides and a five-foot slope and utility easement on collectors and arterials.
2. Standard bike lane widths are six feet; although five feet may be approved on a case-by-case basis.
3. Street improvements and right-of-way widths may be increased on a case-by-case basis as required by the City in accordance with Public Works Design Standards
4. All Street will have five-foot wide sidewalks on both sides, unless noted. Meandering sidewalks may be considered/required on arterials and collectors.
5. Additional right-of-way may be required at intersections for additional turning lanes. Right-of-way at intersections is required to provide for a minimum 20-foot curb return radius.
6. Depending on installed improvements
7. Parking/sidewalks only required on one side of street

2.302.05 Modification of Right-of-Way and Improvement Width

The City, pursuant to variance approval, may allow modification to the public street standards of Subsection 2.302.04, when the following criteria are satisfied: (5/98)

- A. Modification Permitted. The modification is necessary to provide design flexibility where: (5/98)
 1. Unusual topographic conditions require a reduced width or grade separation of improved surfaces; or
 2. Parcel shape or configuration precludes accessing a proposed development with a street which meets the full standards of Section 2.302.04; or

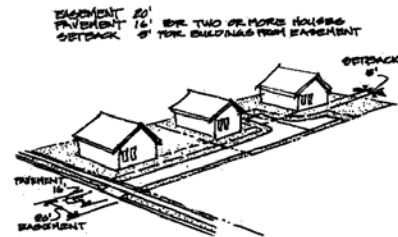
3. A modification is necessary to preserve trees or other natural features determined by the City to be significant to the aesthetic character of the area; or
 4. The modification of street standards is necessary to provide greater privacy or aesthetic quality to the development. (5/98)
- B. Vehicular Access Maintained. Modification of the standards of Section 2.302.04 shall only be approved if the City finds that the specific design proposed provides adequate vehicular access based on anticipated traffic volumes. (5/98)

2.302.06 Construction Specifications

Construction specifications for all public and private streets shall comply with the standards of the most recently adopted public works/street standards of the City of Keizer. Construction permits are required by the Public Works Department. (10/02)

2.302.07 Improvement Width for Private Streets (If allowed in Section 2.302.02F)

Private streets may be constructed to the same or greater width of the existing connecting private street. (10/02)



2.302.08 Private Access Easements

A private access easement created as the result of an approved partitioning or subdivision shall conform to the following: (5/98)

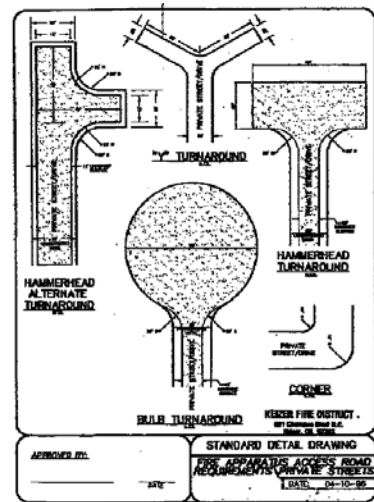
Easement Standards

- A. Width. Private access easements shall only be allowed where the applicable standards of Section 2.310.03.D., are satisfied. The easement shall comply with the following additional standards: (11/16)
 1. Minimum easement width: 20 feet with no parking within the minimum required width. (11/16)
 2. Minimum paved width: 12 feet for 1 dwelling unit; 16 feet for two or more dwelling units. (5/98)
 3. Maximum length: 300 feet for single access to a public street. If there are two or more access points to a public street, the proposed easement may be more than 300 feet if it is the only way to allow for effective development in unique circumstances where it is not practical to serve the development with a public street. Access

easements exceeding 300 feet in length must be reviewed by the local Fire District for compliance with the Fire Code, and must receive City approval. The following criteria for City approval will be used:
(11/16)

- a. A public street is impractical, and an easement is the only feasible method to provide access. (11/16)
 - b. Adequate parking and safe maneuverability is provided. (11/16)
 - c. Does not preclude the ability for future redevelopment, and must allow a density no less than 75% of the maximum density of the underlying zone. (11/16)
4. Single Family/Duplex Development: No more than 4 parcels or lots shall have their sole access via an access easement unless through access (two or more public street access points) are provided. If the access easement connects to a collector or arterial street the Public Works Director may require all parcels or lots to be served by the access easement. In such case, no more than 6 parcels or lots shall have their sole access via an access easement. If the access easement provides through access, no more than 8 parcels or lots may be served by the access easement. All through access easements providing access to more than 4 parcels or lots must provide public bicycle and pedestrian access for connectivity. The instrument recording the access easement must indicate public bicycle and pedestrian access is allowed. (5/20)
 5. Multi-Family/Commercial Development: Access easements serving multi-family and commercial uses may be allowed if it is the only feasible method to provide access to a parcel without public street frontage, or if it is impractical to serve the development with a public street. Access easements are subject to Fire District review and City approval. The design of the easement must be reviewed by the local Fire District for compliance with the Fire Code and must meet the requirements outlined in Section 2.303 for parking lot aisle widths, and all other city standards governing vehicle access contained in the KDC and adopted Public Works Street Standards. (11/16)
- B. Maintenance. Provision for the maintenance of the private access easement~~street~~ and storm drainage facilities within the easement area, along with any required turnaround area, No Parking signage, and screening, -shall be provided in the form of a recorded maintenance agreement, ~~home owners association~~Covenants, Conditions, and Restrictions (CCRs), or other recorded instrument acceptable to the City.
(5/98)

- C. Turn-around. A turn-around shall be required for any access easement which is the sole access and which serves two or more parcels or lots. Turn-arounds shall be either a circular turn-around with a minimum paved radius of 38 feet, or a "tee" or "hammerhead" turn-around with a minimum paved dimension across the "tee" of 60 feet. Alternate turnaround designs may be approved subject to Public Works Department approval. (5/20)



Approved Turn Around Designs

D. Parking

1. No parking allowed. All private access easements serving as the sole access for two or more parcel or lots shall display No Parking signs approved by the City. (5/20)
2. Parking shall be provided as outlines in Section 2.303. (11/16)

E. Trees Along Access Easements

Streetscape trees are required along access easements, shall comply with the provisions of Section 2.309, and must be located according to the following provisions: (10/15)

1. Streetscape trees shall be planted within the boundaries of each lot within 10 feet of access improvements. (10/15)
2. Parcels or Lots measuring less than 60 feet along the access easement shall be required to plant one streetscape tree. Parcels or Lots measuring 60 feet or more along the access easement shall be required to plant two streetscape trees. (5/20)
3. Streetscape trees shall be selected from a list of approved trees. (10/15)

F. Screening

A 6 foot high sight obscuring fence, wall, or hedge shall be placed along the exterior side of an access easement to provide screening to any adjacent properties. (10/15)

COUNCIL MEETING: September 20, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

SUBJECT: AUTHORIZATION FOR SUPPLEMENTAL BUDGET

ISSUE: Oregon Budget Law, when authorized by resolution of the governing body of a municipal corporation, 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 plan.

General Fund – School District Contract

This supplemental budget request is to recognize and appropriate \$267,000 in additional resources provided by the intergovernmental agreement with the Salem Keizer School District. The agreement was not finalized at the time the Fiscal Year 2021-22 budget was adopted.

This request will increase both resources available and expenditures in the Police Operations department by \$267,000.

Administrative Services Fund – Retirement Costs

This supplemental budget request is to recognize and appropriate \$44,000 in additional resources available (working capital carryforward) in the Administrative Services Fund to provide for retirement costs in the Human Resources and City Recorder Departments that were not anticipated at the time the Fiscal Year 2021-22 budget was adopted.

This request will increase both resources available and personnel costs in the Administrative Services Fund by \$44,000.

RECOMMENDATION: Staff recommends the council open the public hearing and receive any public testimony. Once the public hearing is closed the council should adopt the attached resolutions authorizing the supplemental budgets as described above.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - General Fund - School District Contract

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, 2022:

	Adopted/ Amended Budget	Adjustment		
		Increase	Decrease	Revised Budget
General Fund - Police Operations				
Police Operations - Intergovernmental Resources	224,000	267,000	-	491,000
Police Operations - Personnel Services	7,676,500	187,000	-	7,863,500
Police Operations - Capital Outlay	342,500	80,000		422,500
This supplemental budget request is to recognize and appropriate additional resources provided by the intergovernmental agreement with the Salem Keizer School District. The agreement was not finalized at the time the Fiscal Year 2021-22 budget was adopted.				

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

PASSED this _____ day of _____, 2021

SIGNED this ____ day of _____, 2021

Mayor

City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - Administrative Services - Retirement Costs

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, 2022:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Administrative Services Fund				
Working Capital Carryforward	214,700	44,000	-	258,700
Administrative Services - Human Resources	398,300	30,500	-	428,800
Administrative Services - City Recorder	294,900	13,500	-	308,400
This supplemental budget request is to recognize and appropriate additional resources available in the Administrative Services Fund to provide for retirement costs in the Human Resources and City Recorder Departments that were not anticipated at the time the Fiscal Year 2021-22 budget was adopted.				

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

PASSED this _____ day of _____, 2021

SIGNED this ____ day of _____, 2021

Mayor

City Recorder

CITY COUNCIL MEETING: September 20, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: TELECOM ADMINISTRATION

We have been working on Ordinances for right-of-way (ROW) regulation and collection of ROW fees. However, we have been delayed trying to ascertain how to administer the program of setting up, tracking, and collecting ROW fees.

The holdup has been how to have available personnel to administer the regulations and to identify parties that should get permitted and pay the applicable fees. Though the fees could pay for personnel costs, and the work would likely be less than one full time employee, we have no current position that has the bandwidth, experience, and background to take on these additional duties.

Our outside counsel referred me to Reba Crocker of ROW Consultants, LLC. Reba worked for several years at the City of Milwaukie and Gladstone, prior to that she was at Clackamas County. She mainly worked on ROW issues. In 2019, she formed ROW Consultants, LLC exclusively to assist municipalities with ROW issues. Her current clients include the cities of Tigard and Woodburn.

Staff believes there is value in the services ROW Consultants, LLC provides. Reba Crocker offered to come give a presentation to the Council and Ms. Crocker is before you tonight to present it. Reba is preparing an agreement in which she assists in finalizing the ordinances, creates a ROW fee schedule, and develops the forms for the applications, remittance reports, tracking systems and sets up the system to collect the ROW fees. The flat fee for this work would be \$20,000. Following that, a separate contract would provide for on-going administration with compensation based on a percentage of the fees collected.

There is an opportunity to collect significant ROW fees once a program is in place. In addition, we are required by federal law to allow telecom in the ROW, so ultimately the City will have to adopt some regulations.

Following the presentation, staff would ask for direction on how to proceed. If Council chooses to move forward with contracts for this type of service, for competitive solicitation

purposes, we will have to confirm there is no other available firm providing these services. Tigard determined that there was no other available firm for providing these services.

RECOMMENDATION:

Have ROW Consultants, LLC make the presentation and following the presentation, if Council so chooses, adopt a motion directing staff to move forward with contracts as described in the staff report.

Please contact me if you have any questions. Thank you.

CITY COUNCIL MEETING: September 20, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: PARK MANAGEMENT AGREEMENT FOR KEIZER LITTLE LEAGUE PARK

The City advertised for Request for Proposals for management of the Keizer Little League fields recently. The recommended proposer was For the Love of the Game, which was created by Jerry and Lisa Walker, owners of the Volcanoes baseball team. Staff and the Walkers have worked on a contract for management services of the Keizer Little League fields. The contract allows for either party to give the other a two-year notice for withdrawal and provides for the manager to make certain repairs and improvements according to the schedule set forth in the contract. I have attached the draft of the contract for your review.

Staff and the Walkers have tentatively agreed on the contract with one exception. For the Love of the Game has requested Council consider the allowance of alcohol sales at the Keizer Little League fields for adult events only. Though the contract states the facility is “primarily” for youth events, there is no prohibition on adult events and the Walkers anticipate some adult softball games, home run derbies and other similar events will occur.

The alcohol issue is a policy question for Council. Currently the Park Regulations prohibit alcohol use except for Keizer Rapids Park and Chalmers Jones Park with special event permits. These regulations will have to be amended if Council wishes to allow alcohol use at the Keizer Little League fields.

Tonight’s meeting is not designed to make a final decision on the alcohol issue. Rather it is a preliminary question for Council to determine if there is interest in looking at the question further. The Council could decide that alcohol use is just not appropriate, and we would then move forward to finalize the contract with no allowance for alcohol use. The other option would be for Council to direct staff to schedule a public hearing to consider the matter in the context of a Park Regulation amendment. In that event, we would work on language for both the Park Regulations and the contract. For example, it may be appropriate to put in the contract a numerical limit on adult events that allow alcohol, as well as looking at particular safeguards, insurance, and indemnity issues.

RECOMMENDATION:

Consider the matter and by motion direct staff as Council sees fit.

Please contact me if you have any questions. Thank you.

PARK MANAGEMENT AGREEMENT

PARTIES:

CITY OF KEIZER, an Oregon
municipal corporation

(hereinafter "City")

FOR THE LOVE OF THE GAME, Inc., an Oregon
not for profit corporation

(hereinafter "Manager")

RECITALS:

A. City owns real property and improvements located at 5245 Ridge Drive, Keizer, Marion County, Oregon consisting of approximately 15.4 acres and known as Keizer Little League City Park (hereinafter "Park").

B. City has need of services to administer all aspects involved with managing, operating, and maintaining the Park. These aspects include, but shall not be limited to, the following:

1. Operation of the park primarily as a youth recreation facility open to youth sports organizations and others on a basis that is fair and appropriate to ensure enjoyment of the park assets by all who wish to utilize them.
2. Proper functioning of all park operations necessary to serve the public safely and efficiently.
3. All concession sales or rentals of goods or services in the park and maintenance of the equipment or facilities in the park used for those concession sales or rentals.
4. Marketing the park's uses to all potential users
5. Maintenance activities, including replacement, servicing, cleaning, adjustment, and rehabilitation of parts and equipment consistent with prudent industrial practice, product specifications, design and manufacturer recommendations; custodian activities to keep the facility clean, free of litter, and ball fields in top notch playable condition.
6. Maintain proper accounting records.
7. Manage, operate and maintain the Park.

C. Manager desires to manage, operate and maintain the Park as a public resource, subject to Manager's use of the facilities as set forth herein.

D. This Agreement is intended to grant no property interest or lease rights to Manager, or any third party that may result in the loss of property tax exempt status of the Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

AGREEMENT:

1. Term. The term of this Agreement shall be from November 1, 2021 to October 31, 2031, or until this Agreement is terminated or renewed as herein provided. This Agreement may be renewed for two (2) five-year terms after review and acceptance of the proposed field fees, performance and provision of services. Any renewal shall be in writing and signed by the parties. The Manager's performance will be formally evaluated every two (2) years by the City Manager.

2. Improvements. Manager agrees that all improvements on the premises are the property of City and are considered to be part of the premises that is the subject of this Agreement. Manager further agrees that all permanent improvements made upon the premises by Manager or any other person or entity after the date of this Agreement become part of the premises and the property of City. City shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future improvements made to the premises except as expressly agreed to in writing by City. Manager shall not cause or permit any change in Park layout, any addition or deletion of any permanent improvements, or any action on the part of Manager or permitted by Manager that affects the Park without the prior separate written approval of City. City reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If City chooses to make changes, additions or deletions with regard to the improvements, it shall give Manager ninety (90) days notice prior to the proposed change. The parties may, by mutual consent, waive that ninety (90) day period. City is not obligated to any specific project or funding unless City Council approval is granted.

In addition to any other improvements necessary for safety, Manager agrees to perform the following improvements prior to April 1, 2022:

1. Repair/replace bleachers that are broken.
2. Repair/replace safety netting as needed.
3. Repair/replace protective L screens as needed.
4. Repair open electrical outlets.
5. Fill open ditches and holes that are trip hazards.
6. Remove tree limbs that are hazardous.

Manager agrees to perform the following improvements prior to April 1, 2023:

1. Installation of security system as approved by the City Manager.
2. Repair/replace gutters and downspouts as needed.
3. Repair/replace rotting dugouts as needed.
4. Add side rail to bleachers as needed.

5. Rebuild pitching mounds in bullpens and fields as needed.
6. Install scoreboard on Field 7.
7. Paint the dugouts, concession stand, and restrooms.
8. Fix or replace the "batter's eyes" on all fields.
9. Install turf in the bullpens.
10. Upgrade the dirt and playing surfaces.
11. Rebuild and maintain the pitching mounds and bullpens.
12. Replace/upgrade press boxes.
13. Add an auxiliary concession stand.
14. Make Fields 9 to 12 available for multiuse such as soccer and lacrosse.

Manager agrees to perform the following improvements no later than April 1, 2026, assuming neither party has served notice as provided for in Paragraph 13 in this Agreement:

1. Resurface the fields as needed.
2. Upgrade scoreboards as needed.
3. Build new dugouts as needed.
4. Improve the field house.
5. Make a recommendation to City about lights for softball.
6. Replace back stops as needed
7. Remodel the current restroom as needed.
8. Clean lenses and replace bulbs on the _____ field as needed.
9. Pave the gravel parking lot with City's assistance if approved by Council.

Manager shall provide a report to the City Manager at the City describing the improvements completed during the previous year no later than March 31 each year.

3. Use and Conditions. Subject to the terms and conditions set forth herein, Manager agrees to manage the Park in its entirety for the term of the Agreement as follows:

- A. Manager shall ensure that the fields at Keizer Little League City Park are available for play by local youth by March 1st of each year. Authorized representatives of Manager and City will meet at the end of each season, but no later than November 30 each year, to review the overall management of the Park to ensure that the focus of the organization is on youth programming, facility enhancement, and field restoration and maintenance. Manager shall also provide a list of management contacts to City which shall be updated with the City within seven (7) days of any changes.
- B. Manager will maintain all Park scheduling oversight year-round. Manager shall be responsible to schedule all youth leagues (Ages 18 & under), tournaments and sports activities, as well as all other groups, including adult leagues and tournaments. Manager understands that at a minimum, regular

youth league play must be available Monday through Thursday and scheduled in advance. Regular youth league is limited to Keizer-based leagues with the majority of players in each league being Keizer residents.

Manager shall supply the City with a season by season schedule for the park. Manager must allow reasonable access to the fields by any and all users subject to the above paragraph. Manager will provide the City a proposed field fee schedule for years after 2026 no later than October 1, 2025. Field fees shall be comparable to other public fields in the Salem-Keizer metro area. Fees for the 2022-2023 seasons are as follows: For the 60' fields - \$40 per game for Keizer area teams and \$60 per game for other users; For the 90' field - \$60 per game for Keizer area teams and \$100 per game for other users. Fees for the 2024 - 2026 seasons are as follows: For the 60' fields - \$50 per game for Keizer area teams and \$75 per game for other users; For the 90' field - \$75 per game for Keizer area teams and \$125 per game for other users. Future field fees shall be approved by the City Council. Manager must allow reasonable access to the fields by any and all users subject to the provisions set forth herein.

- C. Any individuals not affiliated with groups or organized teams may use the Park or individual fields at any time the Park is open if such use does not interfere with the priority or reserved use, cause safety concerns, or cause undue wear and tear in Manager's reasonable discretion. Manager agrees that when the park is not scheduled for use, the park will operate as a public facility, open to any and all users.
- D. Keizer Little League Park may be open after sunset where fields are appropriately lighted from March 1 to October 31 Monday through Saturday. The Park will close and the lights will be off at 11:00 p.m. Other than the lighted fields, the Park shall close as specified in Keizer Park Regulations. No power equipment shall be operated at the Park between 10:00 p.m. and 7:00 a.m. Compliance with this condition does not exempt such activity from application of the Keizer Noise Ordinance.
- E. In order to provide better lines of communication for day-to-day concerns during the season, prior to April 1 each year, Manager shall provide City a supervision plan for each activity to be held in the park. Any updates or amendments to such list shall be promptly given in writing by Manager to City.
- F. Manager may develop volunteer opportunities for individuals and groups. All volunteers must be qualified for the particular volunteer project and may be required to undergo a criminal background check. Though not a

requirement, one of the goals of volunteer labor is to reduce the cash outlay for field maintenance expenses, thereby reducing future field fees.

- G. Manager shall provide sporting equipment (except for individual player equipment) as needed and keep these items stored neatly when not in use.
- H. Manager will appropriately handle any and all matters related to parking for scheduled events.
- I. Manager will market and promote the park in a manner that is respectful of the community.

Complaints from either members of the public, users of the Park or others shall be first submitted in writing to Manager. Complaints shall not be submitted to the City. Manager shall have a reasonable period of time to remedy or otherwise respond depending on the nature of the complaint. If the remedy or response is not satisfactory to the complainant, the complainant may request the City Manager or designee to review the matter.

Manager will promptly notify the City of any problem that Manager is not able to resolve so that the City can rapidly respond. However, notice to City does not waive any obligation or duty of Manager.

In the event of a dispute, the decision of the City concerning the use, operation or management of the Park shall be final and binding. The City reserves the right to make final determination on all policies and procedures relative to the operation and management of the Park. Manager shall have no right, without prior written approval of the City Manager, to use or authorize the use of the Park for any other purposes other than baseball, softball, soccer, football or other sporting events.

The City, acting through the City Manager, reserves the right, in its sole discretion, to cancel, terminate or interrupt any event, and cause one or more patrons to be dismissed during any event, if necessary to protect the public or property. However, no action shall occur without consultation with Manager. City shall not be liable to Manager or any third parties for any loss or damages by any such determination or action by the City Manager, or his/her designee taken in good faith for the benefit or protection of the City and the public generally, or the protection of the Park.

For matters that are on-going or are likely to recur, Manager may request ratification by the City Council of any actions by the City Manager, and may require any continuing actions by the City Manager to be approved formally by the City Council.

4. Maintenance. Except as noted below, Manager shall, throughout the term of this Agreement, at its own cost and without any expense to City, keep and maintain the

entire premises, including all improvements thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Manager shall immediately repair all safety issues as identified by the City or that are known or discoverable by Manager. Manager covenants and warrants that Manager will leave the premises in good, sanitary and neat order, to the reasonable satisfaction of City upon termination of this Agreement. City shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this Agreement unless City agrees to do so in writing.

Except as noted below, Manager shall be responsible for all field maintenance, including, but not limited to, mowing, lining the fields, raking the infields and warning tracks, fertilization, overseeding, and weed control. Notwithstanding the above, in the event a repair, maintenance or improvement is required by law only because the subject property is a City park and said repair, maintenance or improvement would not have been required if the property were owned by Manager, then the cost of such repair, maintenance or improvement shall be the sole responsibility of City. City shall transfer ownership of the initial mower to the Manager upon execution of this Agreement. Manager is responsible for all mower maintenance and replacement.

Manager shall strive to generate sufficient revenue to offset all costs incurred for the maintenance and repair of the park. All net revenue earned by Manager and generated directly from the use of the facilities shall only be used first for field maintenance and repair expenses and capital improvements. Manager may retain net revenue in excess of what is required for these obligations. Maintenance includes, but is not limited to, the lighting system, scoreboards, bleachers, fences, backstops, and all other capital improvements.

5. Maintenance Standard. Manager agrees to perform all maintenance of the premises including all improvements and buildings, throughout the term of this Agreement during the term of this Agreement in a cost efficient manner. Such maintenance shall include the following:

- A. Supervision - Manager shall direct and guide the efforts and use of all maintenance workers, equipment and materials to manage the ball field complex and to maintain it in proper order and form. Any and all subcontracting, other than for the usual operational expenses such as routine maintenance, minor repairs and field work, by Manager must have prior written authorization by the City.
- B. Vandalism - Manager shall monitor and repair any and all vandalism to turf, water systems, "dugout" structures, other buildings, fencing, and other structures or facilities.
- C. Field Maintenance - Manager shall be responsible for all field maintenance, including, but not limited to, mowing, lining the fields, raking

the infields and warning tracks, turf maintenance and overseeding. City will apply one (1) fertilization and one (1) weed control each year. Manager shall allow no cars or heavy equipment on the playing fields without prior written authorization of City staff.

- D. Water Systems - Manager shall maintain and repair the water system past the meters and irrigate as necessary.
- E. Structural – Except as noted below, Manager shall maintain, repair and paint as necessary all backstops, bleachers, dugouts, score keeping stands, fences, barriers, signs, parking lots, concession stand, field house, and other property and improvements. City shall only be responsible to repair or replace buildings and permanent improvements.
- F. Restroom/Portable Toilets – Manager shall maintain, repair and clean the permanent restroom facilities. Manager shall provide sufficient chemical toilets necessary to meet the needs of the park and shall be responsible for servicing the chemical toilets as needed. City to provide one year-round chemical toilet.
- G. General Housekeeping - Manager shall remove and dispose of all litter and garbage and keep the area in a clean and safe condition. Manager must have a plan in place to handle garbage for both tournaments and regular league play. In addition to the above, Manager shall at all times, during the term of the Agreement, maintain the premises, and all property and equipment brought onto the premises by Manager or used by Manager on the premises, in a safe condition. If at any time during the term of this Agreement it appears to City that any maintenance or repairs as outlined above are needed on the premises, City shall notify Manager in writing. City shall give Manager thirty (30) days to perform the requested maintenance or repair. If Manager fails to perform as required by City, City may do the necessary repairs or maintenance and any reasonable costs incurred by City shall be paid by Manager within thirty (30) days after written demand for payment has been delivered to Manager. Election by City hereunder to do the necessary repairs or maintenance and charge the cost to Manager shall not prohibit City from electing to declare Manager in default pursuant to the provisions of this Agreement. Nothing contained on this paragraph shall be construed to relieve Manager of its responsibility for diligent maintenance as required under this Agreement.
- H. Damage. Manager shall immediately give notice to City of any and all damage or potentially dangerous situation, however caused. Such notice shall be given both by phone calls and emails to both parties below:

Bill Lawyer 503-856-3555 – LawyerB@Keizer.org
 Tracy Davis 503-856-3412 – DavisT@Keizer.org

For after hour notifications, notice shall be given as outlined above, as well as phone call to 503-393-1608.

Manager will promptly advise the City of any other problem that is not addressable by the Manager so that City can rapidly respond to these needs.

- I. Rain-Outs. Manager shall supply a rain-out telephone line and/or website to alert participants regarding canceled games and practices. Practices will not be allowed on fields in which games have been postponed due to wet or unplayable field conditions. Manager or designee will decide the playability of the fields utilizing players' safety considerations as well as turf viability considerations. All teams, without exception, are expected to comply with this decision.
6. Concessions. Manager must operate the food concession and/or other retail sales in the park subject to the following policies:
 - A. Manager shall, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general public. Manager shall not sell any alcoholic beverages **during youth sports events**, drugs or medicines of any kind, tobacco products, or vaping products on the premises.
 - B. Manager will provide whatever refrigeration, cooking, dispensing and other equipment it deems appropriate for concession operation.
 - C. Manager shall not assign or subcontract its concession rights or any interest therein without the prior written consent of the City, and any such assignment or subcontract without written consent shall be void and shall at the option of the City, terminate this Agreement.
 - D. Manager shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them. Any license or certificate required by such authorities as the Marion County Health Department and others must be obtained and posted at all times.

- E. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by Manager shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Manager. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.
- F. The City shall have the right, at any time during period of concession operation, to enter any part of any structure or mobile facility, and conduct whatever inspection City deems necessary to ensure compliance with this Agreement.

7. Licenses and Taxes. Manager shall obtain and pay for all licenses and permits required for operation on the Park; shall pay all ad valorem real and personal property and excise taxes, if any or any tax that might be levied upon the Park as a result of this Agreement or for any other reason resulting from Manager's operation of the Park; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation.

8. Utilities. City shall provide water services to the Park without charge to Manager. Manager shall pay all charges for garbage collection (including provision for garbage cans and dumpsters), and other utilities on the premises (electricity, sewer, phone, cable TV, and natural gas). Manager shall pay all charges for temporary and permanent utility hookups, connections, or installations.

9. Security. It will be the responsibility of Manager to maintain adequate security on the premises and its patrons. The City will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. Manager will furnish the City with the appropriate combinations to enter all areas of property which may be secured. Manager will limit the number of keys for access to park facilities. All keys will be registered and can only be checked out and duplicated by the City Manager or his/her designee. A complete list of all individuals having keys to the premises shall be provided to City. City agrees to rekey entire facility no later than _____, 2021, and provide keys to Manager.

10. Naming. Manager may propose the permanent naming of any existing or future monuments, statues, buildings, structures and fields. Final approval of such proposed names shall be in the sole discretion of the Keizer City Council, following recommendation by the Parks and Recreation Advisory Board and should not be unreasonably withheld. The following scoreboard signs cannot be changed without written consent from the City:

11. Discipline and Control. Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of Manager's employees, agents, volunteers and subcontractors shall be the sole responsibility of Manager. Manager shall be responsible for removing from the premises any employee, agent, volunteer or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation. Manager shall enforce the "no alcoholic beverages/drugs" and tobacco/vaping-free rules, and handle crowd control at the park.

Manager has authority to eject such persons as necessary, but shall be responsible for any claims whatsoever in connection with such ejections pursuant to Section 14.

12. Insurance. City will insure all buildings and improvements on the property against loss or damage by fire or other hazard. The City will not insure or replace any building contents or personal property.

Manager shall maintain in effect throughout the term of this Agreement for all Manager's activities, a public liability insurance policy naming the City as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the Manager, and naming the City, its officers, agents, contractors, and employees as an additional insured, is for coverage during Manager activities, occasioned wholly or in part by the acts or omission of the Manager, its agents, officers, participants, and employees while using City facilities or otherwise performing its activities in agreement with the City.

13. Termination. This Agreement may be terminated upon a two (2) year written notice given by one party to the other party. Notice cannot be given prior to November 1, 2023 and notice must be given between November 1 and November 30, in any calendar year beginning in 2023.

This Agreement may also be terminated by mutual agreement of the parties at any time.

14. Indemnification and Hold Harmless. Manager shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement or under Manager's use or management of the Park. Manager shall indemnify, defend, and save harmless the City and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the premises, products sold, and all operations, activities, or undertakings of Manager or any of Manager's employees, agents, volunteers or independent contractors. Notwithstanding the above, if

City directly authorizes an activity by any party other than Manager during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

15. Liens. Manager covenants to keep the premises and improvements free from all construction liens and all other liens of any type whatsoever arising out of Manager's repair, alteration, maintenance, and use of the premises and improvements. If a lien is filed, Manager will, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit a sufficient corporate surety bond in an amount required by Oregon law to remove the lien. If Manager fails to discharge or bond off the lien, City will have the right to pay the amount of the lien and Manager will promptly reimburse City for any such payment by City, together with all costs and fees (including attorney fees) that City incurred in connection with the lien. Any amount payable by Manager under this provision will bear interest at the statutory rate from the date incurred or paid by City, until reimbursed in full by Manager. City reserves the right to post notices of nonresponsibility under the lien laws of the state of Oregon.

16. Assignment and Subcontracting. Manager shall not assign or transfer this Agreement, or any interest thereon. Any such assignment shall be void, and shall, at the option of the City, terminate this Agreement. Manager shall not subcontract any of its responsibilities hereunder without the express written consent of the City.

17. Default. Upon failure by Manager to perform any term, condition, or covenant of this Agreement within thirty (30) days after written notice from City has been sent by regular mail, addressed to:

For the Love of the Game, Inc.

specifying the nature of the failure with reasonable particularity, City shall have the option to declare Manager to be in material breach and default hereunder and shall enable City to pursue its legal remedies including but not limited to those referred to in this Agreement. If the failure is of such a nature that it cannot be completely remedied within the said thirty (30) day period, the failure will not be a default if Manager begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

18. Remedies. Upon default, and after the notice period described above, City may elect to terminate this Agreement and bring an action to recover any damages suffered by City as a result of Manager's actions or as a result of any breach by Manager of any term, covenant or condition of this Agreement.

19. Financial Records/Audit. Beginning April 2023, Manager shall prepare an income statement and balance sheet and shall provide full and complete copies of such

records to City no later than April 1 of each year for the previous calendar year. The City may request and Manager shall provide such records for other periods, but no more than two (2) additional times per calendar year. The City, at its' sole expense, may audit any and all of Manager's records. Manager shall cooperate in all respects. Should such audit disclose material discrepancies greater than 3%, the City may terminate this Agreement at its' option with no less than thirty (30) days written notice. In such case, Manager shall reimburse City for any and all audit costs.

20. Attorney Fees. If suit or action is instituted to enforce or interpret this Agreement or in conjunction with any claim or controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

21. Amendments. Amendments to this Agreement shall be recognized only if reduced to writing and executed by formal action of the City Council of the City of Keizer.

22. Relationship of the Parties. The City and Manager have entered into this Agreement for the purpose of establishing an independent contractor relationship between the City and Manager. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between the City, its successors or assigns on the one part, and Manager, its successors or assigns on the other part.

Manager has no property interest or possessory interest in the Park. Manager shall have the right to use the Park pursuant to the terms in this Agreement.

23. Non-Discrimination. Manager agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public.

24. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courtier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

To the City:

City Manager
City of Keizer
930 Chemawa Road NE

PO Box 21000
 Keizer, OR 97307
 Fax: (503) – 393-9437

To the Manager:

For the Love of the Game, Inc.

 Fax: _____

25. Agreement. This Agreement is the entire, final and complete agreement of the parties and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY:

MANAGER:

CITY OF KEIZER

FOR THE LOVE OF THE GAME, INC.

By: _____
 City Manager

By: _____
 Managing Member

Dated: _____

Dated: _____

CITY COUNCIL MEETING: September 20, 2021**AGENDA ITEM NUMBER: _____**

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: R. WES HARE, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: CREATION OF COMMUNITY DIVERSITY ENGAGEMENT COMMITTEE/DISSOLUTION OF COMMUNITY DIVERSITY ENGAGEMENT WORK GROUP

The Community Diversity Engagement Work Group was formed by the City Council in April 2021 as part of the Goals and Work Plan and has been meeting to make recommendations to the Council. The Work Group made a motion at their September 9, 2021 meeting that a standing committee be formed. The Work Group has agreed on a general purpose for such committee as attached to the enclosed Resolution.

The first step is the creation of a permanent standing committee to advise the Council on matters involving diversity, equity and inclusion. At the direction of the Work Group, I have prepared the enclosed Resolution Establishing the Community Diversity Engagement Committee.

After adoption of the Resolution, the next step is the Mayor announcing the two Keizer City Councilors to be appointed as members to the Committee.

The third step is for the Volunteer Coordinating Committee to begin the recruitment process for the Committee and make a recommendation to the Council. The City Manager will also appoint the non-voting staff liaison.

The Work Group also made a motion at their September 9, 2021 meeting that the Work Group be dissolved as it has fulfilled its purpose. I have enclosed a Resolution dissolving the Work Group for Council's consideration.

RECOMMENDATION:

Take the following actions:

1. Adopt the attached Resolution creating the Community Diversity Engagement Committee.
2. Mayor should announce the two City Councilors to serve as members of the committee.
3. Adopt the attached Resolution dissolving the Community Diversity Engagement Work Group

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

ESTABLISHING COMMUNITY DIVERSITY
ENGAGEMENT COMMITTEE

WHEREAS, the City Council adopted Resolution R2020-3135 (Adopting Keizer Statement of Values-Justice, Equity, Diversity and Inclusion) on December 7, 2020;

WHEREAS, the Community Diversity Engagement Work Group was formed by the City Council in April 2021 as part of the Goals and Work Plan;

WHEREAS, the Community Diversity Engagement Work Group made a recommendation to form a Community Diversity Engagement Committee;

WHEREAS, the Keizer City Council has considered the recommendation and finds it necessary and appropriate to appoint a committee to make recommendations to Council relating to policy decisions relating to diversity, equity and inclusion, public engagement strategies and methods by which all residents have the opportunity to better participate in the civic process, creating, updating and overseeing progress on the City's Justice, Equity, Diversity and Inclusion plan, and other purposes as outlined in Appendix "A" attached hereto;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity Engagement Committee is hereby established as outlined in Appendix "A", which is attached hereto and by this reference made a part hereof.

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

3 PASSED this _____ day of _____, 2021.

4
5 SIGNED this _____ day of _____, 2021.

6
7
8 _____
9 Mayor

10
11 _____
12 City Recorder

Appendix “A” City Council Committee

Name: Community Diversity Engagement Committee

Purpose: To act in an advisory capacity to the Keizer City Council and to make recommendations to the Keizer City Council relating to:

1. Policy decisions related to diversity, equity and inclusion,
2. Public engagement strategies and methods by which all residents have the opportunity to better participate in the civic process,
3. Culturally responsive service delivery, programming, and communication strategies,
4. Creating, updating and overseeing progress on the City’s Justice, Equity, Diversity and Inclusion plan and provide an annual update to the City Council,
5. Identifying local community leaders and building more leadership capacity in the City’s diverse communities, and
6. Make recommendations to the City Council for additions or subtractions of national observances and commemorative/heritage months.

Membership: The Committee shall consist of nine voting members. Two (2) members shall be Keizer City Councilors to be appointed by the Mayor and announced at a regularly scheduled Council meeting, six (6) citizen-at-large members and one (1) youth member. Appointed members will be expected to think broadly in terms of how issues of racism, sexism, ableism, and other discriminatory and prejudicial biases that impact all residents in Keizer. The citizen-at-large and youth members shall be appointed as outlined by the City Council Rules of Procedure. The Committee will be staffed by a non-voting staff liaison to be appointed by the City Manager.

Term of Office: Each Councilor member shall be appointed for a two-year term by the Mayor pursuant to the Council Rules of Procedure. Each non-Councilor member shall be appointed for a three-year term, except for the initial terms. The initial terms of the non-Councilor members shall be staggered so that not more than three will expire in the same year. Members may be reappointed.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Committee shall establish a regular meeting date and shall meet as deemed necessary by the Chair. All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Committee may be removed by a two-thirds majority vote of the City Council.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

DISSOLVING THE COMMUNITY DIVERSITY ENGAGEMENT WORK GROUP

WHEREAS, the City Council formed the Community Diversity Engagement Work Group in April 2021 as part of the Goals and Work Plan;

WHEREAS, the Community Diversity Engagement Work Group has indicated that it has fulfilled its purpose and recommendation dissolution;

WHEREAS, the Council has considered the matter and wishes to dissolve the Community Diversity Engagement Work Group;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Community Diversity Engagement Work Group is hereby dissolved.

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

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL
Tuesday, September 7, 2021
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
Elizabeth Smith, Councilor
Laura Reid, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Kyle Juran, Councilor
Ross Day, Councilor
Miranda Coleman, Youth
Councilor

Staff:

Wes Hare, Interim City Manager
Shannon Johnson, City Attorney
Tim Wood, Finance Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Shane Witham, Planning Director
Machell DePina, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

a. PROCLAMATION
– Constitution
Week

Mayor Clark read the Proclamation and presented it to Ruby Pantalone representing the Daughters of the American Revolution. Ms. Pantalone urged everyone to read the Constitution and to practice their right as a citizen by voting.

b. PROCLAMATION
– Hispanic
Heritage Month

Mayor Clark read the Proclamation and announced that it would be put on display in the lobby. Councilor Herrera explained that this encompasses nine Latin American countries celebrating their independence.

c. Keizer Rotary
Service Activity
Report 2020-
2021

Brian Lea, Keizer Rotary President, reported on effects of the pandemic and shared information about events being planned and projects done in the past year. Mayor Clark and Councilor Herrera expressed appreciation for various projects that had been funded by Keizer Rotary.

Mayor Clark announced that Phil Bay Day would be on Friday and urged everyone to re-read his contributions to the community.

COMMITTEE
REPORTS

a. Volunteer

Interim City Manager Wes Hare referred to the staff report noting that it was self-explanatory.

Councilor Smith moved that the Keizer City Council accept the Volunteer

Coordinating Committee**Recommendations for Appointments**

Coordinating Committee recommended appointments. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mayor Clark clarified that Budget Committee appointments were: Susan London and Jonathan Thompson; Planning Commission: Sarah Hutches, Mo Avishan and Ronald Bersin; and Mid-Willamette Valley Community Development Partnership: Michael DeBlasi.

Planning Commission Report

Jane Herb, Keizer, reported that the Planning Commission had reviewed and recommended approval of text amendments to various sections of the Code and would be working with a consultant to address HB2001 related Code changes in the future.

Traffic Safety/ Bikeways/ Pedestrian Committee Report

Hersch Sangster, Keizer, reported that the Traffic Safety/Bikeways/ Pedestrian Committee had heard testimony from citizens concerned about sidewalks on Kennedy and the safety of school children. The committee also discussed red light cameras and, after hearing information from Sergeant LeDay, decided to explore other safety options.

Mayor Clark encouraged all citizens to participate in the Salem Keizer Area Transportation Study Public Participation Plan survey update and the Mid-Willamette Area Commission on Transportation update on Strategic Bike Pedestrian Project Prioritization open house.

Mr. Sangster, on behalf of the Salem Bike Club, thanked the City for making the recent Monster Cookie Ride a success and shared information about the event.

PUBLIC COMMENT

Paula Guiles, Keizer, shared information about the Keizer Community Library book sale which raised \$2,449.27, remodeling work done on the library, Grand Opening plans, new books, and children's library cards.

Mayor Clark read the names and subjects of public comments submitted in writing: Blu, Susan Court Gang; Skyler Cruz Wolsey, Keizer Traffic Signals; Michael Robertson, Speeding on Dearborn; Art Bobrowitz, in memory of September 11, 2001.

**PUBLIC HEARING
a. 7-Eleven Store (Ulali Drive) Liquor License Application**

Mayor Clark opened the Public Hearing.

Interim City Manager Wes Hare summarized his staff report.

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

Councilor Smith moved that the Keizer City Council recommend approval of the application for 7-Eleven Store under the guidelines 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 Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Day, Juran, Herrera, Smith and Kohler (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. ORDINANCE – Amending the Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance No. 2015-716

Mayor Clark opened the Public Hearing.

City Attorney Shannon Johnson summarized his staff report.

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

Councilor Smith moved that the Keizer City Council adopt a Bill for an Ordinance Amending the Process for the Formation of Public Improvement Reimbursement Districts; Declaring an Emergency; Amending Ordinance No. 2015-716. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION – Authorizing the City Manager to Enter Into Agreement and First Amendment to Agreement with Prothman Company

Interim City Manager Wes Hare explained that his role in the process was to contact Prothman references and they were all positive.

City Attorney Shannon Johnson summarized his staff report.

Councilor Smith moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Enter Into Agreement and First Amendment to Agreement with Prothman Company. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Municipal Court Judge Evaluation Report

Councilors Herrera and Day reported that Judge Myers was informed, polite, patient, respectful and professional. They praised his communication skills and his comments of correction and concluded that they were impressed with his fairness.

c. RESOLUTION – Accepting and Approving Plans for Placement of Mosaic Art at

Interim City Manager Wes Hare explained that funding is not in place for this project but approval of this resolution would allow the Arts Commission to move forward with fund raising. City Attorney Johnson summarized his staff report.

Councilor Smith moved that the Keizer City Council adopt a Resolution Accepting and Approving Plans for Placement of Mosaic Art at Splash

Splash Fountain Fountain. Councilor Smith seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. RESOLUTION – Recognizing National Observances and Commemorative /Heritage Months Interim City Manager Wes Hare commended the work of the Community Diversity Engagement Work Group. Finance Director Tim Wood summarized his staff report.

Councilor Smith moved that the Keizer City Council adopt a Resolution Recognizing National Observances and Commemorative/Heritage Months. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing Disposition of Surplus Property (Code Enforcement Vehicle)
- b. RESOLUTION – Authorizing Disposition of Surplus Property (Seized Vehicles)
- c. Surplus Property Report 2020-2021
- d. Approval of August 16, 2021 Regular Session Minutes
- e. Approval of August 23, 2021 Work Session Minutes
- f. Approval of August 23, 2021 Special Session Minutes

Item d was pulled.

Councilor Smith moved for approval of Items a, b, c, e and f of the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Smith moved for approval of Item d of the Consent Calendar. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Kohler, Day and Juran (7)

NAYS: None (0)

ABSTENTIONS: Smith (1)

ABSENT: None (0)

- OTHER BUSINESS** Interim City Manager Wes Hare referred to a handout on the City Manager recruitment noting that the consultant who had agreed to help with the City Manager recruitment is available to meet with Council on September 15. Discussion took place regarding meeting in person or virtually, the acceptable date and city manager qualifications and experience. Council agreed that the September 15 date would not work for them.
- STAFF UPDATES** City Recorder Tracy Davis reported that the Community Center is up and running.
- Finance Director Tim Wood reported that the City offices were without internet all afternoon.
- Chief Teague reported that he had worked the concession stand at the ball game last week and the stands were almost empty. He urged everyone to attend the games.
- COUNCIL MEMBER REPORTS** Councilor Kohler reported on meetings and events he had attended, announced upcoming meetings and events and openings on City committees and voiced support for the Covanta facility.
- Councilor Reid shared information about meetings and events she had attended and noted that it was good to be back to a little bit of normal.
- Councilor Herrera commended the Celtics, expressed condolences to the family of Chuck Lee, champion of education in the area, who died of Parkinson 's disease, commended Brian Ruby and thanked the City for recognizing Hispanic Heritage month.
- Councilor Smith announced upcoming meetings, reported on Detroit Lake events and expressed condolences to the city of Greenville, California.
- Councilor Juran expressed appreciation for the ice cream in the park event on Sunday at Detroit Lake.
- Youth Councilor Coleman reported that freshmen attended McNary today and everyone else would start tomorrow. She shared information regarding the Palma Ciea Park cleanup event and thanked the Claggett Creek Watershed Council for their help.
- Mayor Clark reported on meetings and events she had attended, announced services available to homeless and others in need, and commended the art work displayed at the "Fire Out West" event noting that she had encouraged them to contact the Keizer Public Arts Commission for possible display. She thanked Councilor Herrera for his assistance in getting contact information for minority owned businesses, and read a thankyou letter from the Red Cross regarding the recent blood drive.

AGENDA INPUT

September 13, 2021, 6:00 p.m. – City Council /Parks Board Work
 Session – Parks Tour
 September 20, 2021, 7:00 p.m. – City Council Regular Session
 October 4, 2021, 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:58 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES KEIZER CITY COUNCIL/PARKS ADVISORY BOARD WORK SESSION

Monday, September 13, 2021 Keizer, Oregon

CALL TO ORDER

The Work Session convened at the Chalmers Jones Park gazebo at 6:00 p.m. The following were present:

Councilors:

Cathy Clark, Mayor
Roland Herrera
Laura Reid
Ross Day
Dan Kohler
Kyle Juran

Parks Advisory Board:

David Loudon, Chair
Dustin Karstetter
Mathew Poteet
Matt Lawyer
Clay Rushton
Tanya Hamilton
Mike Pantalone
Gwen Carr

Absent:

Wayne Frey, Parks Board
Elizabeth Smith, Councilor

Staff Present:

Robert Johnson, Parks Manager
Bill Lawyer, Public Works Director
Debbie Lockhart, Deputy City
Recorder

CITY PARKS TOUR

Claggett Creek Park

Parks Manager Robert Johnson explained that both parking lots had been resurfaced, the play structure replaced and the multi-use court resurfaced with concrete and new basketball hoops. The new exercise equipment was a Rotary project.

Northview Terrace Park

Participants viewed the improved (concrete) sports court, heavy duty hoop, asphalt pathway and new stairway. Mr. Johnson explained that the improvements had been on the priority list for a long time and were made possible through the Parks Fee.

Palma Ciea Park

This park is a riverfront park with limited parking. Portions of the property are being used by adjacent residents for gardens/orchards. A picnic table has been added to the park.

ADJOURN

Meeting adjourned at Palma Ciea Park at 7:10 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____

Written Comments/Testimony and Submitted Documents

Be it hereby proclaimed that the people of the City of Keizer honor the life, contributions and achievements of

Charles “Chuck” Lee

Whereas, Chuck Lee served on the Keizer City Council

- Elected to the City Council in November 2000 to position #3 – term started January 2001
- Ran against Lore Christopher in November 2002 for Mayor and continued as a city councilor for the remainder of his first term
- Elected to the City Council for second term in November 2004 – term started January 2005
- Resigned from the City Council in February 2007 to run for the Salem Keizer School Board; and,

Whereas, Chuck Lee served on the Salem-Keizer School Board, Zone 6, and served three terms, 2007 – 2019; and

Whereas, Mayor Lore Christopher remembers Chuck Lee’s enduring legacies:

- “Chuck was the project leader on the “Keizer Korner”, he negotiated the sale of the property and initial concept of placing the flags there.
- Chuck initiated the Pledge of Allegiance to be said prior to every City Council meeting; this happened after 9-11-2001.
- Chuck was a talented project leader. Once he took an assignment on, he could be counted on to complete it. This followed through from Blanchet to CTEC. He completed what he started to great success.
- Chuck was a staunch advocate for children. Whether he was voting to add a “big toy” to a city park or voting to implement a summer recreation trailer that visited city parks to underserved children, Chuck supported children.
- Chuck continued to support children when he became Keizer’s representative on the Salem-Keizer School Board. He kept the City Council informed and notified them of when they needed to take action and support was needed to help children.”; and,

Whereas Chuck Lee led the way for the establishment and advancement of both Blanchet Catholic High School and the Salem-Keizer Career Technical Education Center (CTEC). These two schools have provided outstanding education and career preparation for countless students. Chuck worked hard to ensure these opportunities for our students would be the very best and sustained. He was famous for his byline, “If there is a will, we want to be in it” and would be pleased to see a scholarship at Blanchet has been established in his name in order for that legacy to continue.

Therefore, I, Cathy Clark, Mayor of the City of Keizer, together with the Keizer City Council convened in regular session, do hereby proclaim

**Sunday, September 26, 2021, as a
day of remembrance and a celebration of the life and achievements of Chuck Lee**

and encourage everyone to honor his work by following his example of leadership and service.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Seal of the City of Keizer to be herein affixed this 20th day of September 2021.

From: Davy Jones <sb4me@protonmail.com>
Sent: Thursday, September 16, 2021 7:42 PM
To: Wood, Tim <WoodT@keizer.org>; Administrator <Administrator@keizer.org>;
Davis, Tracy <DavisT@keizer.org>
Subject: Request for Employment

Greetings City Council,

Hereunder will be presented at the city council meeting on 20 September 2021. I wanted to prepare you ahead of time.

Thank you!

Namaste aloha,

~ Blu

I would like to make a request.

1. I would like to be considered for assistant city manager, then take the place of the interim city manager when he is ready to move on.
2. Within that time, I plan to learn everything I can about city management.
3. I would like to request we set a quarterly review for me, to see if we are moving in the right direction.
4. Meanwhile, feel free to vet other city managers if need be. If it does not work out with me as city manager, then at least there is a back-up plan. Regardless, there would be one temporary assistant (myself) designated to assist the transition to a new city manager. The experience I gain should help me in the pursuit to start my business.
5. According to Salary.com, the median wage for an assistant city manager in Oregon is \$92,420 annually. The city would expect to pay \$23,105 in labor per quarter. I expected to pay for my own training, equipment, and materials as I transition to greater horizons myself.
6. Meanwhile, I would like to request City Council help me sue the owners of Susan Court Apartments for their property, structures, and fixtures due to what I have reported on in regards to the Susan Court Gang and their business practices. I would like to reserve a 10% share of the property and profits, while giving 90% share to City of Keizer. I would like City of Keizer to re-house the residents it deems appropriate, and I

would like to assist in every way I can during this process. It would be a nice introduction into the world of city government for Susan Court to be my first assignment, and a fine test to see if I have what it takes to manage the city.

7. Susan Court Apartments currently has 88 units, which are assumed to bring in at least \$900 per unit, per month. That equates to \$855,360 in revenues annually for the city, or more. With the ideas I have in my head, we could garner a significant amount of attention from the public that could propel our efforts to improve in other areas, and at a larger scale with a bigger budget. We both win, even if the Council decides not to solidify my employment.



Mayor Clark and Keizer City Councilors:

It is not our desire to make a big deal over the request to have the ability to serve beer/wine at certain Adult events at the Keizer Little League Park. It is simply about not wanting to place Keizer in a situation of being in a competitive disadvantage.

Salem's Wallace Marine Park has sold alcohol for many years. It is certainly possible that Salem and Keizer will vie for some of the same Tournaments/Events and/or collaborate and use both of the venues for larger Tournaments. Having different rules, in this regard, would be confusing to the patrons and Keizer could be viewed as something less than Salem.

The Keizer Rapids Park Concerts have sold alcohol without incident and we'd ask you to consider our exemplary record, with much larger crowds at Volcanoes Stadium, as you consider this topic. We know how to do this successfully and safely as has been proven over 25 years of operations at the Stadium.

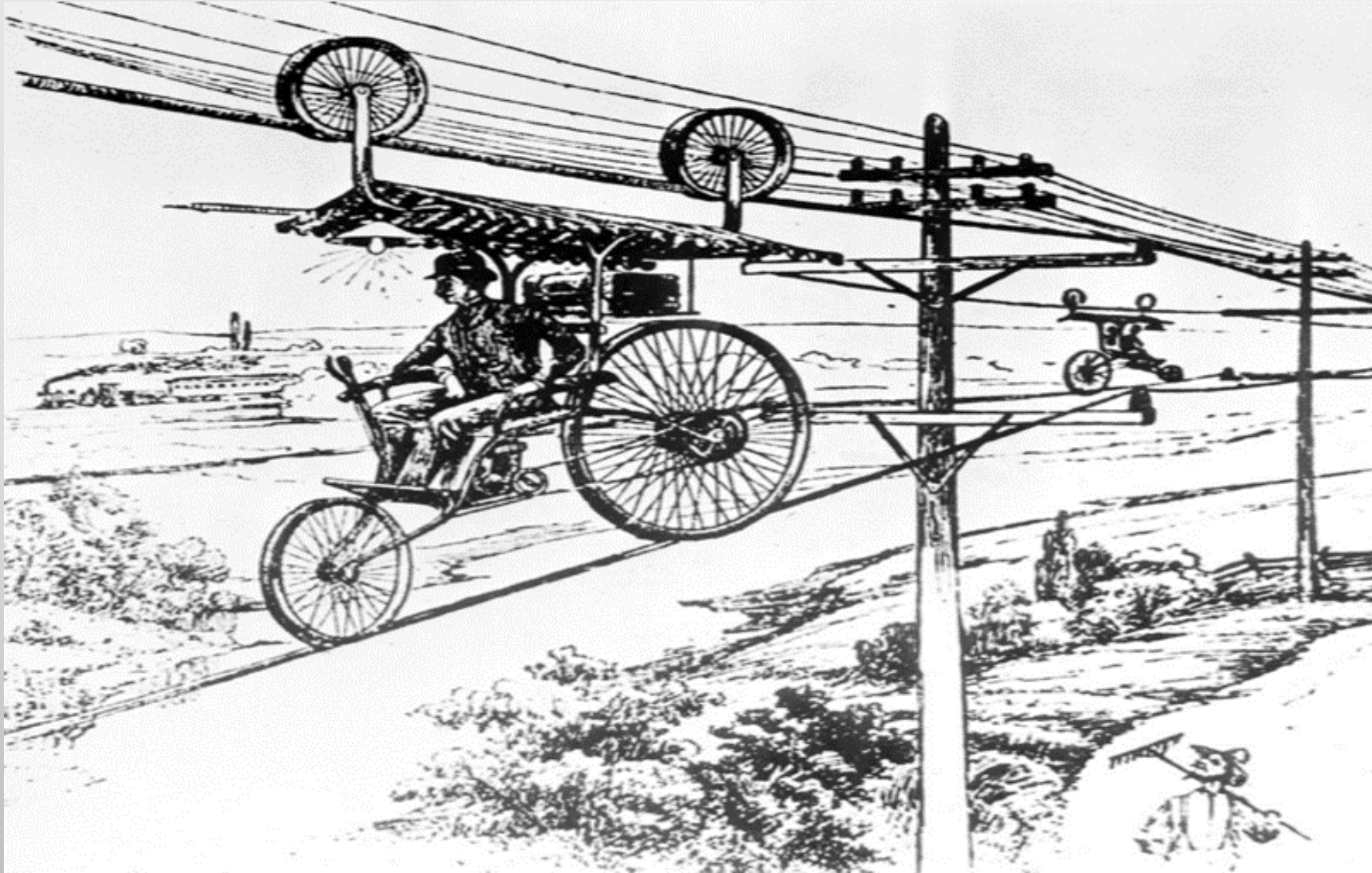
This is a 10-year Agreement with the possibility of 5-year extensions. It's very hard to predict the future and having this flexibility will create the greatest opportunity for success over the long term.

Thank you for your consideration.

Jerry, Lisa and Mickey Walker

For the Love of the Game, Inc.
Supporting Local Youth Baseball and Softball

Right-Of-Way Management



What is the Right-of-Way (ROW)?

Means and includes, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, public utility easement and all other public ways or area, including the subsurface under and air space over these areas, but does not include parks, parkland, or other City property not generally open to the public for travel (FCC).

These Rights-of-Way belong to the public. The Public deserves fair and just compensation for use of their property.



Why should the ROW be proactively and professionally managed?

- The ROW is one of the largest assets
- The ROW belongs to the public
- The City holds the ROW in trust
- The residents deserve fair and just compensation for use of their property

What's wrong with the current system?

- Individually negotiated franchises:
 - Expensive for both the City and utility provider
 - Enforcement challenges occur due to different terms
 - Not adaptive to changes in technology and law
 - Similar utilities are treated differently:
 - Payments and payment schedules vary
 - Reporting requirements are unique to each franchise
 - Location requirements are inconsistent

What's wrong with the current system?

- ROW management is divided between departments:
 - Legal department individually negotiates franchises
 - Public works issues ROW permits
 - Public works negotiates some telecom leases
- Results:
 - Oversight is difficult and complicated
 - Inefficient management of the City's largest asset
 - Unknown providers using the ROW
 - Loss of revenue
 - Information is scattered throughout several departments
 - Franchises/leases issued without proper licenses and/or registrations
 - Authorizations are granted without proper due diligence by the City

Most Cities only franchise Cable providers and facility owners.

You can also collect fees for:

- All Telecommunications
- Private Communication Systems
- Local Exchange
- Long Distance
- Wireless
- Wireline
- VoIP
- Cell Sites (Macro and Small Cells)
- Long Haul
- Back Haul
- Electric – including Electric Service Suppliers
- Natural Gas

*** Don't forget permitting fees***

What does Professional ROW management do for the City?

Compensation can be received for:

- ROW usage fees
- ROW license applications and fees
- Permitting fees
- Attachment fees
- Bandwidth rental fees
- Backhaul/longhaul fees

What does Professional ROW management do for the City?

- Ensure City's home rule authority
- Providers are licensed and not individually negotiated franchises
- Reduction in legal fees and staff time
- Standardized terms among providers which levels the playing field
- Easier to enforce and administer
- Centralizes oversight
- Each utility provider is identified and located
- City receives consistent and timely compensation from all providers
- Existing franchisees subject to ordinance as each franchise expires:
 - City may negotiate new franchises if public interest warrants
- City will be resilient and adaptive as technology and laws evolve

How is the ROW effectively managed?

What traits does a successful ROW manager have?

- Experience
- Existing, positive relationships with the players
- Knowledgeable with continued education
- Highly skilled in negotiation and relationship building
- NATOA & OATO
- Serve on committees at the League of Oregon Cities
- Professional relationships with ROW professionals nationwide
- Solely focused on ROW management

What can Keizer project?

	20-21	Increase with professional management
Total ROW Revenue	\$1,916,700	+ \$510,000
Telecom (Qwest/CenturyLink)	\$32,000	+ \$10,000
Cable	\$452,900	
ESS (Electric service suppliers)	0	+ \$100,000
Electric (PGE)	\$1,104,000	
Gas (NW Natural)	\$327,800,	
Other Licenses	\$0	+ \$400,000

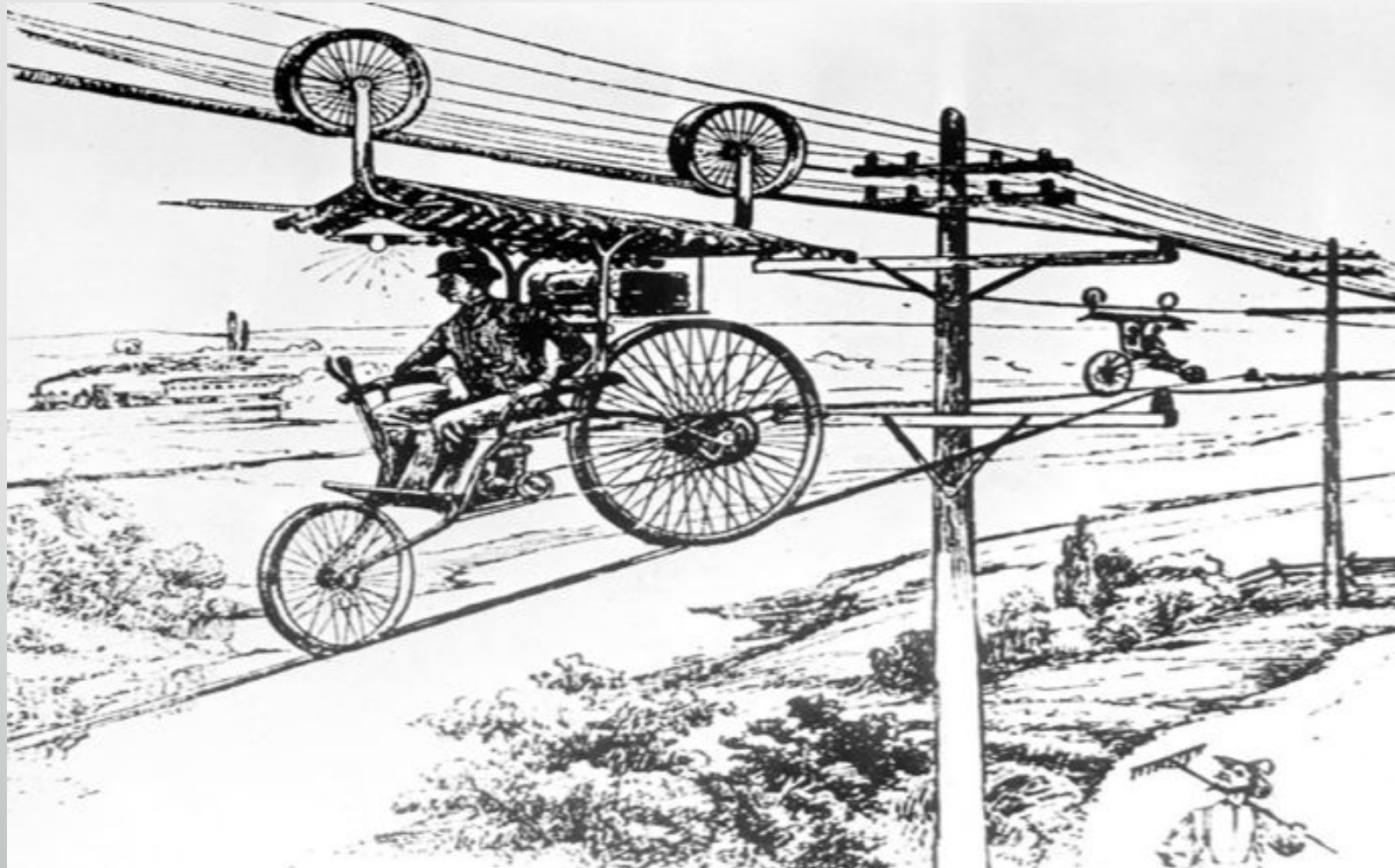
Additional revenue from ROW applications/licenses and permitting fees

Projections are not guaranteed

How do you start?

- Contract with ROW Consultants LLC – September 2022
- Codes drafted – 1 to 2 months
- Council adopts codes – 2 to 3 months
- Codes effective – January 1, 2022
- Compensation accrues - January 1, 2022
- City receives compensation - April of 2022

Questions?



Thank you!

