CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT, AND LEAST COST FASHION

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, July 18, 2016
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

5. **COMMITTEE REPORTS**

6. **PUBLIC TESTIMONY**

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

7. **PUBLIC HEARINGS**

   a. **Keizer Development Code Text Amendment (Sections 2.110 – Commercial Mixed Use, Section 2.434 – Mobile Food Vendor, Section 1.200 Definitions, Section 2.308 Signs)**

8. **ADMINISTRATIVE ACTION**

   a. **Waiver of Community Center Fee - Alyssa Malchow Breast Cancer Fundraising Event**

   b. **Municipal Judge Report – Councilor Check In**

   c. **RESOLUTION – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R92-556**

9. **CONSENT CALENDAR**

   a. **RESOLUTION – Amending the City's Deferred Compensation Plans to Include Vantagetrust II Multiple Collective Investment Funds Trust**

b. **RESOLUTION – Authorizing the City Manager to Purchase 2017 Ford Transit Connect Cargo Van for the Public Works Department and Authorizing Disposition of Surplus Property**

c. **RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with Ricoh USA Inc. for Council Chambers, Municipal Court, Police Evidence, and Human Resources Copiers**

d. **Approval of July 5, 2016 Regular Session Minutes**

10. COUNCIL LIAISON REPORTS

11. OTHER BUSINESS

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

12. WRITTEN COMMUNICATIONS

***To inform the Council of significant written communications*.**

13. AGENDA INPUT

August 1, 2016

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

- **City Council Position #1 Appointment**

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

August 8, 2016

5:45 p.m. – City Council Work Session

- **Police Staffing**

August 15, 2016

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

14. ADJOURNMENT

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

COUNCIL MEETING: July 18, 2016
AGENDA ITEM NUMBER: _____

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

SUBJECT: Proposed text amendments

Attachments:

- **Section 2.110 (Commercial Mixed Use) – draft**
- **Section 2.434 (Mobile Food Vendor) – draft**
- **Section 1.200 (Definitions) – draft**
- **Section 2.308 (Signs) -draft**

ISSUE:
The proposed revisions to the Keizer Development Code relate to the standards governing food carts, although the city will refer to this type of use as a mobile food vendor. The Planning Commission voted unanimously to support the proposed text amendments.

DISCUSSION:
The proposed revision to Section 2.110 (Commercial Mixed Use) will allow a mobile food vendor as a Special Permitted Use subject to the standards within a new Section 2.434 (Mobile Food Vendors). Also included is a definition of mobile food vendor in Section 1.200 (Definitions), and revisions to Section 2.308 (Signs) of the Keizer Development Code. Currently, the Development Code defines this type of use as a temporary use which is limited to a maximum of 90 days. This has been a significant issue for prespective operators of this type of business owing that the business has to shut down after 90 days.

The revisions will allow this type of use to operate as a permanent use within the Commercial Mixed Use (CM) zone subject to meeting the standards in a new Section 2.434 (Mobile Food Vendors). These include: obtaining a permit from the city and license from Marion County; that the use is located only on a paved parking lot and not reduce the required amount of parking for any established businesses that may use the parking lot; is not located in a street right of way or blocks a driveway or drive aisle; it must be capable of being moved; screening is required if it remains more than 48 hours at the same location; if more than 2 vendors are located on the same lot then a permanent structure for eating is to be constructed; and the hours of operation are limited from 6:00 am to 11:00 pm.

If the Council determines that they want to move ahead with the new mobile food vendor provisions, staff will bring back a separate Resolution and proposed fee for the annual permit.

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

Marijuana Retailer: A Marijuana Retailer is a person who sells marijuana items to a consumer in this state and is licensed by the Oregon Liquor Control Commission under applicable state law. (1/16)

Marijuana Wholesaler: A Marijuana Wholesaler means a person who purchases marijuana items in this state for resale to a person other than a consumer and is licensed by the Oregon Liquor Control Commission under applicable state law. (1/16)

Master Plan: A presentation showing the ultimate development lay-out of a parcel or property that is to be developed in successive stages or subdivisions. (5/98)

Mean sea level [Flood]: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced. (5/98)

Medical Marijuana Facility or Facilities: A Medical Marijuana Facility that is registered by the Oregon Health Authority under ORS 475.300-475.346 or other applicable state law and that sells, distributes, transmits, gives, dispenses or otherwise provides Medical Marijuana to qualifying patients. *In addition, as allowed by state law and applicable regulation only, "early sales" of recreational marijuana is permitted.**
*(THIS AMENDMENT SUNSETS ON DECEMBER 31, 2016 AND IS OF NO FORCE OR EFFECT AFTER SUCH DATE). (10/15)

Message Sign [Sign]: A sign which can change its message electronically and is designed to display various messages, including but not limited to signs displaying time and temperature. (5/98)

Mini-Storage Warehouse: An area or areas located within an enclosed building or structure used only in connection with the storage of personal property. (5/98)

Mobile home [Flood]: A vehicle or structure, transportable in one or more sections, which is eight feet or more in width, is 32 feet or more in length, is built on a permanent chassis to which running gear is or has been attached, and is designed to be used as a dwelling with or without permanent foundation when connected to the required utilities. Such definition does not include any recreational vehicle as defined by this Section. (5/98)

Mobile Food Vendor: A non-permanent use that typically is a truck, van, or trailer which have their wheels intact and have been outfitted to prepare and serve food.

DRAFT

2.110 COMMERCIAL MIXED USE (CM)

2.110.01 Purpose

The Commercial Mixed Use (CM) zone is the primary commercial zone within the City. The zone is specifically designed to promote development that combines commercial and residential uses. This zone will support transit use, provide new housing opportunities while allowing a full range of commercial retail, service and office uses. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses. Clusters of residential and commercial uses around landscaping features or parking areas can occur and are encouraged. The Commercial Mixed Use zone is suitable for the Commercial Plan designation. (5/98)

2.110.02 Permitted Uses

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

A. **One or more buildings with one or more dwelling units** or guest rooms, and/or, one or more other uses allowed in this section on a lot. (5/98)

B. **Residential homes** and facilities. (5/98)

C. **Child day care** service, including family day care provider. (5/98)

D. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)

E. **Landscape** counseling and planning (0781). (5/98)

F. **Offices** for any use listed in SIC Division C - Construction. (5/98)

G. **Commercial printing** (275). (5/98)

H. **Transportation, Communication and Utilities**. (5/98)

1. **Public utility** structures and buildings. (5/98)

2. **Post office** (43). (5/98)

3. **Travel agency** (4722). (5/98)

4. **Communications** (48). (5/98)

DRAFT

I. **Retail Trade**. (5/98)

1. **Building materials, hardware, retail nurseries, and garden supply** (52), BUT EXCLUDING mobile home dealers (527). (5/98)

2. **General merchandise stores** (53). (5/98)

3. **Food stores** (54). (5/98)

4. **Automobile, recreational vehicle or trailer sales** (55), BUT EXCLUDING gasoline service stations (554). (5/98)

5. **Apparel and accessory** stores (56). (5/98)

7. **Furniture, home furnishings, and equipment** stores (57). (5/98)

8. **Eating and drinking places** (58) except as provided in Section 2.110.05, below. (5/98)

9. **Miscellaneous retail** (59), BUT EXCLUDING fuel and ice dealers (598). (5/98)

10. **Electrical and lighting shops and office machines and equipment** stores. (5/98)

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

1. **Finance, insurance and real estate** (60, 61, 62, 63, 64, 65, 67). (5/98)

2. **Hotels, motels and tourist courts** (701). (5/98)

3. **Organization hotels and lodging houses** on membership basis (704). (5/98)

4. **Personal services** (72) BUT EXCLUDING industrial launderers (7218). (5/98)

5. **Business services** (73) BUT EXCLUDING disinfecting and exterminating services (7342). (5/98)

6. **Parking lots** (7523) except as provided in Section 2.110.05, below. (5/98)

7. **Miscellaneous repair services** (76). (5/98)

8. **Motion pictures** (78), BUT EXCLUDING drive-ins (7838). (5/98)

9. **Amusement and recreation** (79), BUT EXCLUDING golf courses (7992) and amusement parks (7996). (5/98)

10. **Health services** (80), BUT EXCLUDING hospitals (806). (5/98)

11. **Legal services** (81). (5/98)

12. **Elementary and secondary schools** (8211). (5/98)

13. **Correspondence schools and vocational schools** (824). (5/98)

14. **Schools and educational services** not elsewhere classified (829). (5/98)

15. **Social services** (83). (5/98)

16. **Museums, art galleries, botanical and zoological gardens** (84). (5/98)

17. **Membership organizations** (86). (5/98)

18. **Miscellaneous services** (89). (5/98)

19. **Pet Grooming** (6/01)

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

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

2.110.03 Special Permitted Uses

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

A. **Partitions**, subject to the provisions in Section 2.310. (5/98)

B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)

C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)

D. **Accessory structures and uses** prescribed in Section 2.203. (5/98)

E. Transit Facilities (Section 2.305). (05/09)

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. **Boat and RV storage area** (Section 2.411) except as provided in Section 2.110.05, below. (5/98)

8. **House of Worship** (Section 2.423). (5/98)

9. **Recreational vehicle storage space** (Section 2.413) except as provided in Section 2.110.05, below. (5/98)

10. **Veterinary services** (074) (Section 2.414). (5/98)

11. **Funeral service and crematories** (726) (Section 2.415). (5/98)

12. **Used Merchandise Store** (Section 2.417)

13. **Adult entertainment business** (Section 2.418). (5/98)

14. **Service stations** (554) (Section 2.419) except as provided in Section 2.110.05, below. (5/98)

15. **Recreational vehicle parks** (7033) (Section 2.412) except as provided in Section 2.110.05, below. (5/98)

16. **Automobile services** (75) (Section 2.420) except as provided in Section 2.110.05, below. (5/98)

17. **Manufacturing and Assembly Facilities** (Section 2.421). (5/98)

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

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

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

21. Mobile Food Vendor (Section 2.434)

2.110.04 Conditional Uses

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

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

B. Transit Station (Section 2.429). (05/09)

2.110.05 Use Restrictions

No permitted or special permitted use shall in any way involve any of the following:

A. Farm Use. (5/98)

B. The rendering, processing, or cleaning of animals, fish, seafoods, fowl, poultry, fruits, vegetables, or dairy products for wholesale use. (5/98)

C. The following uses are prohibited from any property fronting on River Road or Chemawa Road in the following area: the west side of River Road between 5119 River Road on the north and Janet Avenue extended on the south; the east side of River Road between Claggett Street on the north and James Avenue on the south; and either side of Chemawa Road between Elizabeth Street on the west and Bailey Road on the east; and (2) Any property contained within the Area B as described in the Keizer Station Plan. This prohibition does not apply to any business facility, legally established as of the date of the adoption of this Ordinance, which as of that date has drive-through window facilities. (12/03)

1. Gasoline service stations (554). (5/98)

2. Drive-Through windows or car service associated with eating and drinking places (58). (5/98)

3. Vehicle sales and secondary repair. (5/98)

4. Public utility structures and buildings. (5/98)

5. Recreational vehicle parks (7033). (5/98)

6. Automobile parking not associated with an allowed use (752). (5/98)

7. Automotive Dealers (55). (5/98)

8. Automotive rental and leasing, without drivers (751). (5/98)

9. Automotive repair shops (753). (5/98)

10. Automotive services, except repair (754). (5/98)

11. Utilities - secondary truck parking and material storage yard. (5/98)

D. A limitation of the total floor area of specified uses applies to all of Area B – Retail Service Center of the Keizer Station Plan. A maximum total floor area shall apply to the uses identified in Sections 2.110.02 (I) and 2.110.03 (E)(12) – (14). This maximum floor area is set forth in the Keizer Station Plan, however this maximum floor area may change as part of an approved master plan or amended master plan. (06/10)

2.110.06 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

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

(1) A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet. (5/98)

(2) Multi-family development must comply with the density standard in Section 2.110.07. (5/98)

(3) Parcel size shall be adequate to contain all structures within the required yard setbacks and, where applicable, comply with residential density standards in Section 2.110.07. (5/98)

B. Minimum Yard Setback Requirements

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

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

(4) 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)

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

2.110.07 Development Standards

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

A. Off-street parking:

1. Parking shall be as specified in Section 2.303. In the event that on-street parking is provided, on-street parking that abuts the property can be used to meet the standard. (5/98)

2. No off-street parking is required for uses above the ground floor. (5/98)

3. The off-street parking requirement for residential uses is one space per unit. (5/98)

4. If mixed uses on the ground floor exhibit peak parking demand at different times, the resulting parking requirement is limited to the number of spaces generated at the highest combined peak demand at any one particular time. (For example, if there is a movie theater exhibiting peak parking demand between 7:00 and 10:00 PM with a total requirement of 100 spaces, and a pet store exhibiting peak demand between 1:00 and 5:00 PM with a requirement of 50 spaces, the total requirement for the building would be 100 spaces.)

B. Subdivisions and Partitions. Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)

C. Yards and Lots. Yards and lots shall conform to the standards of Section 2.312. (5/98)

D. Signs. Signs shall conform to the requirements of Section 2.308. (5/98)

E. Accessory Structures: Accessory structures shall conform to requirements in Section 2.313. (5/98)

F. Storage, Trash, and Service Functions: Storage areas, trash, recycling, utilities and other service functions shall be located within the main structure if possible. If any of the above functions are located outside the main structure, the area containing the function must be screened with a solid, durable structure that is architecturally related to the building. (5/98)

D. Landscaping-General: All required yards shall be landscaped. Landscaped areas shall be landscaped as provided in Section 2.309.

1. The minimum landscaped area requirements shall be as follows:

Commercial development:	10%
Mixed commercial and residential development:	15%
Residential development:	20%

2. Properties located within Area B as defined in the Keizer Station Plan shall have a 20-foot landscape buffer along all property lines adjacent to any residential zone. Landscape and buffer requirements shall be met as defined in the Keizer Station Plan. (12/03)

H. Landscaping-Parking Lots: One tree shall be provided for every eight parking spaces in parking lots. The trees shall be dispersed throughout the parking lot in minimum four by four foot planters located between parking spaces. (5/98)

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

	Max.	Min
Commercial development:	90%	50%
Mixed commercial and residential development:	85%	50%
Residential development:	80%	50%

J. Density: The maximum residential density shall be 24 units per acre and minimum residential density shall be 8 units per acre. Developments limited exclusively to residential uses and containing less than 8 dwelling units per acre are allowed if they comply with the following: (5/98)

1. No more than 50% of the property shall be occupied. The occupied area shall include all buildings, accessory structures, driveways, parking and required landscaping. (5/98)

2. The remaining undeveloped portion of the property shall be in one contiguous piece. Access to a public street, in conformance with Ordinance requirements, shall be available. The undeveloped portion shall have sufficient width and depth to be developed for additional residential, or commercial, uses. (5/98)

2.110.08 Design Standards

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

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

1. Design Standards - Unless specifically modified by provisions in this Section, buildings located within the CM zone shall comply with the following standards: (5/98)

a. Single family homes shall comply with the design standards in Section 2.314. (5/98)

b. Multi-family buildings and non-residential structures shall comply with the provisions in Section 2.315 – Development Standards. (4/12)

2.308 SIGNS

2.308.01 Purpose

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

2.308.02 Definitions

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

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

Area: The area of a sign shall be the entire area within any type of perimeter or border which encloses the outer limits of any writing, representation, emblem, figure, or character. If the sign is enclosed in a frame or cabinet the area is based on the inner dimensions of the frame or cabinet surrounding the sign face. When a sign is on a base material and attached without a frame, such as a wood board or Plexiglas panel, the dimensions of the base material are to be used. The area of a sign having no such perimeter, border, or base material shall be computed by enclosing the entire area within a parallelogram or a triangle of the smallest size sufficient to cover the entire message of the sign and computing the area of the parallelogram or a triangle. For the purpose of computing the number of signs, all writing included within such a border shall be considered one sign, except for multi-faced signs on a single sign structure, which shall be counted as one sign per structure. The area of multi-faced signs shall be calculated by including only one-half the total area of all sign faces. (5/98)

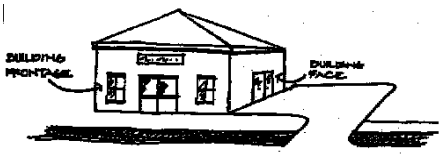
Sign Area

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

Awning Sign

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

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



Building Frontage and Face

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

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

Canopy Sign

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

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

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

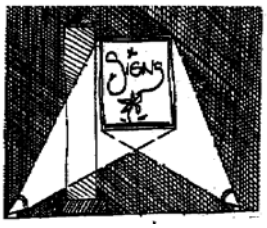
Finish Ground Level: The average elevation of the ground (excluding mounds or berms, etc. located only in the immediate area of the sign) adjoining the structure or building upon which the sign is erected, or the curb height of the closest street, which ever is the lowest. (5/98)

Free-Standing Sign

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

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

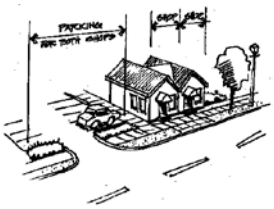
Incidental Signs: A sign that is normally incidental to the allowed use of the property, but can contain any message or content. Such signs can be used for, but are not limited to, nameplate signs, warning or prohibition signs, and directional signs not otherwise allowed. (5/98)



Indirect Illumination

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

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


Small Integrated Business Center

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

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

Large Integrated Business Center

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

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

Joint-Use Sign

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

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

Multi-Faced Sign

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

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

– Portable Signs

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

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

Projecting Sign

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

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

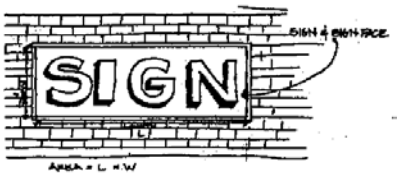
Roof Line: Either the eaves of the roof or the top of the parapet, at the exterior wall. (A "mansard roof" is below the top of a parapet and is considered a wall for sign purposes.)

Roof Line and Roof Sign

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

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

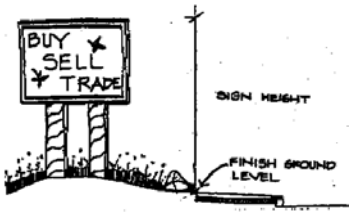
Sign: Any writing, including letter, word, or numeral; pictorial presentation, including mural, illustration or decoration; emblem, including device, symbol or trademark; flag, including banner or pennant; or any other device, figure or similar thing which is a structure or any part thereof, or is attached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



Sign Face

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

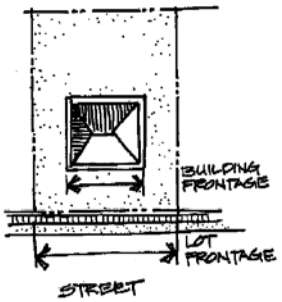
Sign Height: The distance from the finish ground level, to the top of the sign or the highest portion of the sign structure or frame, whichever is greater. (5/98)



Sign Height

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

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



Street Frontage

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

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

Temporary Sign

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

Wall Sign

2.308.03 Review Procedures

A. Permit Required. Except as specifically excluded herein, no property owner, lessee or contractor shall construct or alter any sign without first obtaining a valid permit to do so. (5/98)

B. Current Signs. Owners of conforming or nonconforming signs existing as of December 4, 1989 are not required to obtain a permit until the end of the abatement period described in Section 2.308.04.C. (5/98)

C. Permit Fees. Permit fees shall be established from time to time by City Council resolution. (5/98)

D. Application Requirements. An application for a sign permit shall be made on a form prescribed by the Zoning Administrator. The application shall include, at a minimum, a sketch drawn to scale

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

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

E. Design, Construction, and Maintenance. All signs shall be designed, constructed, and maintained according to the following standards: (5/98)

1. Compliance with Building Codes. All signs shall comply with the applicable provisions of Uniform Building Code in effect at the time of the sign permit application and all other applicable structural, electrical and other regulations. The issuance of a sign permit under these regulations does not relieve the applicant of complying with all other permit requirements. (5/98)

2. Materials. Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of these regulations, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure. (5/98)

3. Maintenance. All signs shall be maintained in a good structural condition and readable at all times. (5/98)

4. Owner Responsibility. The owner shall be responsible for its erection and maintenance and its compliance with the provisions of these regulations or other laws or Ordinances regulating signs. (5/98)

5. Aesthetics. All signs shall be professional in appearance, constructed in a workmanship like manner to professional standards. (12/10)

2.308.04 Nonconforming Signs

A. Alteration of Nonconforming Sign Faces. Nonconforming signs are subject to the following provisions regarding alteration: (5/98)

1. Change Permitted. Within the abatement period described in Section 2.308.04.C., a change in sign face alone is allowed without requiring compliance with these regulations. (5/98)

2. Termination of Nonconforming Sign. Within the abatement period described in Section 2.308.04.C., when a nonconforming sign face is damaged or destroyed by fire, flood, wind, or other calamity or act of God, such sign face may be restored to its original condition provided such work is completed within sixty (60) days of such calamity. However, a sign structure or support mechanisms so damaged shall not be replaced except in conformance with the provisions of these regulations. (5/98)

B. Permits for Properties with Nonconforming Signs. (5/98)

1. Businesses in Integrated Business Centers. For individual businesses in integrated business centers, all signs of the individual business must comply prior to issuance of sign permits for new or altered signs. No free-standing sign permits will be issued for the integrated business center, unless all free-standing signs comply. (5/98)

2. Businesses Not in Integrated Business Centers. No permits shall be issued for new or altered signs unless all signs of the individual business comply with these regulations, except as set forth in Section 2.308.04.B.4. (5/98)

3. Nonconforming Sign Area. Except as set forth above and in Section 2.308.08.B.4., all conforming and/or nonconforming signs in existence as of the date of the permit application shall be included in the total allowed area, number or size when reviewing applications for new or altered signs to be allowed on the property. (5/98)

4. Exception for Non-Owned Signs. Signs which are not owned or controlled by the property owner or lessee prior to May 7, 1990, and which were constructed or installed prior to May 7, 1990, shall not be included in the total allowed area for sign permits granted prior to May 7, 1997. (5/98)

C. Abatement of Nonconforming Signs. Permanent signs in existence on May 7, 1990 that are not in conformance with the provisions of this

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

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

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

D. Abandoned Signs. All signs for a business shall be removed within 30 days after that business ceases to operate on a regular basis, and the entire sign structure or structures shall be removed within 12 months of such cessation of operation. (5/98)

E. Minor Nonconforming Signs. Individual signs that otherwise comply and are existing as of May 7, 1990, that are within 5% of both the allowed area (total and per sign) and the allowed height as set forth in these regulations are allowed to remain as nonconforming signs and do not hav e to be brought into compliance. However, once a nonconforming sign is removed, any replacement sign must comply in all respects with these regulations. (5/98)

2.308.05 Signs Generally Permitted

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

A. Sign Copy. Painting, change of sign face or copy and maintenance of signs legally existing on the effective date of this Ordinance. If structural changes are made, the sign shall conform in all respects with these regulations. (5/98)

B. Temporary Signs. Temporary signs that do not exceed 16 square feet in area. No lot may display temporary signs for more than 120 days in any calendar year. Only one temporary sign per lot may be displayed at a time except during the period 45 days preceding and seven days following elections, signs which relate to such elections may be unlimited in number. Paper signs may only be used for single day events. (12/10)

C. Real Estate Signs. Signs that advertise the sale, rental or lease of premises upon which the sign is located. Commercial Properties may display a real estate sign not exceeding 16 square feet in area. Residential properties may display a real estate sign not exceeding 6 square feet in area. (12/10)

D. Government Signs. Signs posted by or under governmental authority including legal notices, traffic, danger, no trespassing, emergency, city identification, signs related to public services or safety, and signs approved by City Council resolution for special events or activities. (12/10)

E. Development Signs. One sign not over 32 square feet for a residential development or subdivision, and located at each street entrance to the development. (5/98)

F. Incidental. Incidental signs that do not exceed 6 square feet. Such signs shall not be mounted on permitted freestanding sign structures. (5/98)

G. Flags. Flags on permanent flag poles that are designed to allow raising and lowering of the flags. Flagpoles shall either be freestanding or shall be mounted on the building but if mounted on the building may not be taller than the peak of the roof. Flags shall not exceed 25 square feet in area. (5/98)

H. Interior Signs. Signs within a building. (5/98)

I. Window Signs. For commercial or industrial buildings, signs painted or hung on the inside of windows. (5/98)

J. Non-profit Signs. A non-profit organization may display a portable sign subject to the following: (5/98)

1. Three signs per organization at one time. (5/98)

2. Maximum sign area: 16 square feet. (5/98)

3. The sign shall be displayed no more than six times in any 365 day period, and shall not be displayed longer than five days each time. (5/98)

4. The sign shall not be placed on public property or in any right-of-way. (5/98)

5. The non-profit organization shall request and receive consent from the property owner of the property on which the sign is placed. (5/98)

6. If requested, the non-profit organization shall provide appropriate proof that such organization is organized not to make a profit, but for charitable, educational, religious, or philanthropic purposes. (5/98)

K. Residential Signs. Residential signs, pursuant to requirements in Section 2.308.07. (5/98)

L. Election Signs. During the period of forty-five (45) days prior and seven (7) days after any governmental election, signs which meet the definition of temporary or portable signs, and which pertain to such election, may be unlimited in number. (12/10)

M. Portable Signs. Portable signs may be displayed for a maximum of 120 days in any calendar year, and are limited to 6 square feet in area. The following additional standards apply to portable signs: (12/10)

1. Portable signs located within 10 feet of the main entry of a business may be displayed without limit to time. (12/10)

2. Portable signs not located adjacent to a business entrance may not be within 50 feet of any other portable sign on the same lot or less than 10 feet from a property line. (12/10)

3. Portable signs must be located on private property, and may not be within any public sidewalk easement or right of way. If located along a public street, signs must be located behind the sidewalk regardless of property line location. (12/10)

4. Portable signs cannot impede sidewalks, exits, or other pedestrian, vehicular, or bicycle way. (12/10)

5. Portable signs may only be displayed during business hours. (12/10)

2.308.06 Prohibited Signs

The following signs are prohibited: (5/98)

A. Tethered Signs. Balloons or similar types of tethered objects, including strings of pennants. (5/98)

B. Roof Signs. Roof signs or signs which extend higher than the roof line. (5/98)

C. Odor, Visible Matter. Signs that emit odor, visible matter, or sound, however an intercom system for customers remaining in their vehicles, such as used in banks and "drive through" restaurants, shall be allowed. (5/98)

D. Wire Supports. Signs that use or employ side guy lines of any type. (5/98)

E. Obstructing Signs. Signs that obstruct any fire escape, required exit, window or door opening used as a means of egress. (5/98)

F. Utility Lines. Signs closer than 24 inches horizontally or vertically from any overhead power line or public utility guy wire. (5/98)

G. Vehicle, Trailer Signs. No vehicle, trailer, or trailer mounted reader boards shall be parked on a public right-of-way or public property, or on private property so as to be visible from a public right-of-way which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby premises. This provision applies where the primary purpose of a vehicle is for advertising purposes and is not intended to prohibit any form of vehicular sign, such as a sign attached to a motor vehicle which is primarily used for business purposes, other than advertising. (12/10)

H. Rotating/revolving Signs. (10/08)

I. Flashing Signs. (10/08)

J. Projection Signs. Projecting signs exceeding 24 inches and private signs that project into or over driveways and public right-of-ways,

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

K. View Obstruction. Signs that obstruct required vision clearance area or obstruct a vehicle driver's view of official traffic control signs and approaching or merging traffic, or which present a traffic hazard. (5/98)

L. Safety Interference. Signs that interfere with, imitate, or resemble any official traffic control sign, signal or device, emergency lights, or appears to direct traffic, such as a beacon light. (5/98)

M. Use of Utility Poles. Signs attached to any pole, post, utility pole or placed on its own stake and placed into the ground in the public right-of-way. (5/98)

N. Vacant Land. Any sign on unimproved property, unless allowed as a temporary sign. (5/98)

O. Electronic Message Signs. Electronic message signs except by conditional use permit. Electronic message signs that change more frequently than once per fifteen (15) minutes are prohibited. Further, any change made with the use of scrolling, flashing, fluttering or other animated effects is prohibited. Variances to any of these requirements are not allowed. (10/08)

2.308.07 Non-Commercial Signs

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

A. Sign types. The following sign types are allowed: (5/98)

1. Wall, canopy and window signs subject to the limitations in 2.308.07.C. (5/98)

2. Free-standing signs subject to the limitations in 2.308.07.C. (5/98)

3. Temporary displays consisting of any sign type for a period not to exceed 21 days in any 365 day period, however the owners or responsible parties of such displays shall be responsible for any public or private nuisance. (5/98)

B. Maximum number. Any combination of wall, canopy or free-standing signs not exceeding the sign area and height limitations of this Section; plus signs allowed in Section 2.308.07.A.3. (5/98)

C. Maximum Sign Area. Maximum total sign area for property on which the building or buildings are located: (5/98)

1. Single-family and two-family (duplex) dwelling: 6 square feet. (5/98)

2. Multiple family dwelling: 32 square feet. (5/98)

3. Public and semi-public: 64 square feet. (5/98)

D. Maximum sign height:

1. Wall, canopy or window sign: 8 feet. (5/98)

2. Free-standing sign: 6 feet. (5/98)

E. Location: (5/98)

1. Wall, canopy or window sign shall be set back from the property lines of the lot on which it is located, the same distance as the building containing the permitted use; provided that wall signs may project into the required setback space up to 1.5 feet. (5/98)

2. Free-standing signs are permitted where fences are allowed. (5/98)

F. Illumination. Except for Electronic Message Signs, non-commercial signs may only be indirectly illuminated by a concealed light source, shall not remain illuminated between the hours of 11:00 p.m. and 6:00 a.m., (except by conditional use permit) and shall not flash, blink, fluctuate or produce glare. (10/2008 Ord. 2008-581)

2.308.08 Commercial and Industrial Signs

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

A. Non-integrated Business Centers:

1. Total allowed area. One and one-half square feet of total allowed sign area for each lineal foot of building frontage, up to a maximum total allowed area of 150 square feet. (5/98)

2. Type, maximum number and size of signs. Within the total allowed area, one free standing sign per street frontage and an unlimited number of wall, canopy or projecting signs. Regardless of total allowed area, the free-standing signs shall be

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

3. Maximum sign height: (5/98)

   a. Wall and canopy signs shall not project above the parapet or roof eaves. (5/98)

   b. Free-standing signs: 20 feet. (5/98)

4. Location: (5/98)

   a. Wall or projecting signs may project up to 2 feet from the building. (5/98)

   b. Free-standing signs have no limitations except the signs shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (5/98)

B. Integrated Business Centers:

1. Allowed area. For wall, canopy and projecting signs on individual businesses within an integrated business center, one and one-half square feet of total allowed sign area for each lineal foot of building frontage for the individual business, up to a total maximum of 150 square feet per business. The sign area of a projecting sign shall be calculated as a free-standing sign. Individual businesses may not assign their unused allowed area to other businesses in the integrated business center. Free standing signs are permitted only as set forth below and in Section 2.308.08.C. (11/05)

2. On a Secondary Building Frontage, one wall sign shall be allowed, in addition to that listed above, at the rate of 0.75 sq ft per lineal foot of that portion of the building designated a Secondary Building Frontage, up to a maximum of 75 sq ft. (11/05)

3. Free-standing Sign. For each integrated business center, 1 free-standing sign per street frontage not to exceed 100 square feet in area. Free-standing signs shall not exceed one sign on each frontage and shall be oriented to face the traffic flow on the street upon which they front. (11/05)

4. Maximum sign height: (5/98)

a. Wall and canopy signs shall not project above the parapet or roof eaves. (5/98)

b. Free-standing signs: 20 feet. (5/98)

5. Location:

a. Wall or projecting signs may be located on any face of the building, except as provided in 2.308.08.B.4.b, and may project up to 2 feet from the building. (11/05)

b. Wall signage located on a Secondary Building Frontage shall be limited to only one sign, limited in size as provided in 2.308.08.A.2. In no case may any signage derived on the primary building frontage be located on the secondary building frontage. (11/05)

c. Free-standing signs have no limitations except the signs shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (5/98)

C. Mixed Use Developments. Signs for developments containing a mixture of commercial and residential uses shall be subject to the following restrictions: (5/98)

1. Non-commercial uses shall be subject to the provisions in Section 2.308.07. (5/98)

2. Commercial-industrial uses shall be subject to the provisions for integrated business centers in Section 2.308.8.B. (5/98)

3. Free-standing signs shall be subject to the provisions in Section 2.308.08.B.2. (5/98)

D. Additional Signs. Within the limitations of this subsection, the signs below do not require a permit and are not included in calculating allowed area and number of signs. (5/98)

1. Secondary Entrance. When a business has two public entrances, each on a separate building wall, there is permitted one additional wall sign not to exceed 10 square feet in area for the wall where the entrance is not the primary entrance. (5/98)

2. Directional Signs. Directional signs, such as "Exit" or "Entrance", are allowed either as wall or freestanding signs. Such signs shall be limited to 3 square feet in area and 2 per driveway. Free standing directional signs shall be limited to a height of 6 feet. (5/98)

3. Menu Boards. Order signs describing products and/or order instructions to a customer, such as menu boards on the exterior of a drive-through restaurant are allowed as follows: one per business limited to 40 square feet in area and a maximum height of 8 feet. Any order sign greater than 10 square feet in area and/or 6 feet in height must be screened from adjacent streets by a sight obscuring fence, wall or hedge. (11/05)

E. Signs for Temporary Businesses. Temporary businesses may display temporary or portable signs, other than trailer mounted reader boards or any sign that includes flashing or rotating lights or moving parts. The cumulative size of all such signs may not exceed 32 square feet. All temporary signs must be placed within 10 feet of the structure or vehicle used for the temporary business and may not be placed within any public right-of-way. (5/98)

F. Signs for Mobile Food Vendors.

1. Mobile Food Vendors shall be limited to 6 square feet of signage which can be displayed only during hours of operation and shall comply with the provisions within Section 2.308.05.M (1) thru (5) but exempt from the time limit provision.

2. Property on which two or more Mobile Food Vendors are located shall comply with the remaining provisions within the Sign Code.

G. Special Commercial Signs

1. Home Occupation. Maximum area shall be 6 square feet and subject to the location provisions in Section 2.306.07. (5/98)

2. Residential Sales Office. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07. (5/98)

3. Bed and Breakfast. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07. (5/98)

4. Signs for stadiums in the IBP Zone. Notwithstanding any other regulations in this Chapter, in the IBP zone for stadiums with seating for not less than 4,000 persons, the following shall apply: (11/05)

a. Total allowed area. 760 square feet. (11/05)

b. Type, maximum number and size of signs. Within the total allowed area, one (1) free standing sign, and a total of no more than two (2) wall or canopy signs. Regardless of the total allowed area, the free standing sign shall be limited to a maximum of 680 square feet. (11/05)

c. Maximum sign height: (11/05)

1. Wall and canopy signs – shall not project above the parapet or roof eaves. (11/05)

2. Free standing sign – maximum total height of fifty (50) feet. (11/05)

d. Location:

1. Wall signs – may project up to 1.5 feet from the building. (11/05)

2. Free standing sign – no limitation except shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (11/05)

2.308.09 Conditional Uses

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

B. Decision Criteria. The following criteria shall be used to review and decide conditional use permit applications for the illumination of non-commercial and electronic message signs: (10/2008 Ord 2008-581)

1. The proposed sign is located in an EG, P, IBP, CR, CO, MU, CM or a CG zone. (10/08)

2. The proposed sign, when conditioned, will not either: a) significantly increase or lead to street level sign clutter, or b) lead to signs adversely dominate the visual image of the area. (10/08)

3. The proposed sign, as conditioned, will not adversely impact the surrounding area to a significant degree. Electronic Message Signs that are proposed to be located in a P zone adjacent to residential areas shall include mitigation measures such as screening and buffering or other measures to mitigate any impacts onto adjacent properties. Electronic Message Signs proposed to be located in the P zone adjacent to residential areas shall only be illuminated between the hours of 6:00 AM and 11:00 PM and may only be changed once in a 24 hour period. (10/08)

4. The proposed sign will not present a traffic or safety hazard. (5/98)

5. If the application is for the illumination of non-commercial or electronic message sign, no rotary beacon lights, zip lights, strobe lights, or similar devices shall be allowed. No chaser effect or other flashing effect consisting of external lights, lamps, bulbs or neon tubes are allowed. (10/08)

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

   a. (A) An electronic message sign that contains a changeable display produced by light emitting diodes, incandescent or low-voltage lamps or bulbs, or cathode ray tubes shall include automatic brightness compensation features to adjust brightness to compensate for the angle and ambient light conditions.

   b. No electronic message sign may be illuminated to a degree of brightness that is greater than 7,500 nits in the daytime and 1,000 nits between sunrise and sunset; provided that electronic message signs comprised solely of one color may not be illuminated to a degree of brightness exceeding the following illumination levels:

      1. For a display comprised of red only, the degree of brightness shall not be greater than 3,150 Nits in the daytime and 450 between sunrise and sunset;

      2. For a display comprised of green only, the degree of brightness shall not be greater than 6,300 nits in the daytime and 900 nits between sunrise and sunset;

3. For a display comprised of amber only, the degree of brightness shall not be greater than 4,690 Nits in the daytime and 670 nits between sunrise and sunset. (10/08)

6. The total allowed sign area for a business shall be reduced by 25% if the business has an electronic message sign. (10/08)

7. The proposed sign will comply with all other regulations, including, but not limited to height and placement restrictions. (5/98)

2.308.10 Variances

A. Procedure. Any allowance for signs not complying with the standards set forth in these regulations shall be by variance. Minor variances under Section 3.105.04 of this Ordinance shall not be allowed. Variances to this Section will be processed according to the procedures in Section 3.202.02 as a Type I-B procedure. The criteria in Section 3.105 shall not be used, but instead the following criteria shall be used to review and decide variance applications: (11/05)

1. There are unique circumstances of conditions of the lot, building or traffic pattern such that: (5/98)

   a. The existing sign regulations create an undue hardship; (5/98)

   b. The requested variance is consistent with the purpose of this chapter as stated in Section 2.308.01; and

   c. The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to any other business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this chapter. (5/98)

2. The granting of the variance shall not: (5/98)

   a. Decrease traffic safety nor detrimentally affect any other identified items of public welfare. (5/98)

   b. Result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, chain store signs) shall not be listed or considered as a reason for a variance. (5/98)

c. Be the result of a self-imposed condition or hardship. (5/98)

2.308.11 Exemptions

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

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

SECTION 2.434 MOBILE FOOD VENDORS

Where permitted as a Special Permitted Use mobile food vendors shall meet the following standards:

A. A mobile food vendor shall obtain a permit from the City prior to operating. The permit fee shall be set Council Resolution. The permit shall be valid for a period of one year from the effective date of the permit, and must be renewed annually. A mobile food vendor shall also obtain a license from Marion County Environmental Health prior to operating.

B. A mobile food vendor shall not operate, nor be located in a public right of way. Mobile food vendors may operate on City owned property provided the permittee is granted authorization by the City.

C. A mobile food vendor may only operate in an approved parking lot, or other hard surface area, where the off-street parking requirements for all uses or activities served by the off-street parking area are met. The location of a mobile food vendor shall not result in the parking area to be reduced to less than the minimum amount of required parking spaces for the existing business (s).

D. The location standards of this section do not apply to mobile food vendors which operate as part of an approved community event or where a mobile food vendor is allowed pursuant to a street closure permit.

E. Operation of a mobile food vendor shall conform with all applicable laws and regulations, including zoning, environmental, and sign code regulations.

F. A mobile food vendor, including all activities associated with the operation, shall not obstruct pedestrian pathways, driveways or drive aisles of any off-street parking area and shall not create a traffic or safety hazard. They shall also have adequate accommodation for vehicles.

G. A mobile food vendor which is parked on the same lot for a period of 48 hours or longer shall provide screening for all conduit, tanks, and storage areas from all public areas and streets by sight-obscuring fencing and/or temporary landscaping and skirting shall be provided along the perimeter of the mobile food vendor.

H. A mobile food vendor is not a permanent structure and must remain capable of being moved at any time.

I. Any paper, cardboard, wood, or plastic containers, wrappers, or any litter is to be picked up by the mobile food vendors.

J. The placement of more than two (2) mobile food vendors on the same lot shall require that in addition to the above requirements that a permanent covered eating structure is provided. Said structure shall comply with building and zoning requirements as in Section 2.110, design requirements in Section 2.315, and provided parking consistent with Section 2.303.

K. Hours of operation for a mobile food vendor are limited from 6:00 a.m. to 11:00 p.m.

COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: CHRIS EPPLEY
CITY MANAGER

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

SUBJECT: WAIVER OF COMMUNITY CENTER FEE – ALYSSA MALCHOW BREAST CANCER FUNDRAISING EVENT

BACKGROUND:

At the July 5, 2016 City Council meeting, Jennifer Boos and Kelly Stevenson presented a request to the City Council to waive the Community Center rental fees for a fundraising event. The event will be held on Saturday, October 1st. This event is a fundraiser for the Alyssa Malchow Breast Cancer Fund and all funds go to the Salem Hospital Foundation. The Foundation dedicates the money raised to education and awareness programs targeted at women under 40 years of age.

The regular rental rate for the entire ballroom for an 8 hour period would be $2,000 with a security/cleaning deposit of $1,500. In addition, if alcohol was served, event security would be required adding approximately $100 for 4 hours of alcohol service. City staffing costs are included in the rental fee. Keizer Resolution R2015-2612 provides a reduced fee for Keizer based non-profit organizations. The Resolution reads:

> *Tax Exempt, Keizer-based 501(c)(3) organizations may host fundraiser activities using two Medium rooms or the Large ballroom for a base use fee of $500.00. This fee shall include the use of the facility and amenities. The user will be responsible to pay all fees associated with required staffing. The use under this provision is limited to one (1) event per calendar year per Keizer based 501(c)(3) organization and is limited to a maximum of twelve (12) hours usage.*

Salem Hospital Foundation would not qualify for the fundraiser provision in R2015-2612, however Council could choose to extend the discounted rate in this situation if it wishes. Staffing costs for the event would be approximately $140. If alcohol is served at the event, this would add another $100 for security for a total of $740 (using the fundraising rate provision).

Ms. Boos and Ms. Stevenson are requesting a complete fee waiver for their event. They have provided the additional information attached to this report.

Options for Council Consideration:

1. Council could deny the request for a complete rental fee waiver.
2. Council could grant the request for a complete rental fee waiver.
3. Council could extend the discounted $500 fundraising fee.
4. Council could impose or waive fees in any manner they choose.

RECOMMENDATION:

Staff recommends the regular deposits, staffing costs, and security fees (if alcohol is served) be paid. With regard to the other rental rates, Council should direct staff as appropriate.

We would like to thank the Keizer City Council members for your consideration of our request to waive the Iris Ballroom rental fees for our breast cancer fundraiser, Bunco For A Cause. This event raises money to support the efforts of the Alyssa Malchow Breast Cancer Fund, established in my daughter's memory with the Salem Hospital Foundation in 2008.

When Alyssa lost her fight against breast cancer at only 28 years old, her family and friends were determined to help others have information and resources they may need for a better chance to survive this terrible disease. The funds we raise at these events help provide community education and outreach to inform the general public and the medical community that breast cancer can, and does, strike women under the age of 40.

Examples of the outreach and educational events that have been sponsored by the Alyssa Malchow Breast Cancer Fund include:

- A Community Health Fair and Forum held on the Salem Hospital Campus. The Forum had two sessions, one for the general public and another for health care professionals in and around the Salem area. Dr. Brandon Hayes-Lattin, a specialist in Adolescent and Young Adult Oncology at OHSU, was the featured speaker.
- Breast Health Basics, a free risk reduction class for women of all ages, was held on the Salem Hospital Campus and gave women a chance to learn and practice the proper techniques for doing monthly breast self-exams.
- A breast cancer awareness event, Bands Bash Cancer, was held at Willamette University. It included entertainment, provided by four local bands, and education, provided by local speakers with expertise in various aspects of breast cancer; including a local surgeon and an RN/Breast Cancer Navigator. Educational games, "Pink Messengers" and various vendors and informational displays were used to help share breast cancer facts.

This year will our 10th Bunco For A Cause fundraiser since we began doing these events in October 2008. It has become a popular fundraiser, growing larger every year. As popularity increases, so does the amount of planning, expenses, and work required to make each new fundraiser a successful one. All the food for guests is purchased, prepared, and served by Alyssa's family and friends. Much of the food is donated, including all the desserts and most of the salads and other side dishes served to our guests. The gifts used for Bunco game prizes, door prizes, and raffle prizes are donated by businesses and individuals from all around Oregon. It is a huge undertaking, but the results are so very rewarding…over $44,000 raised for Alyssa's Fund in the past 8 years!

For last year's Bunco For A Cause, our expenses came to over $700, not including a variety of miscellaneous expenses for things such as dinnerware, balloons, food, office supplies, kitchen supplies, and more that we donated. This year, expenses are likely to be much more, including additional costs for OLCC licensed servers, beverages, security officers, liability insurance, and possible other expenses.

We hope this information about our work for, and the purpose of, the Alyssa Malchow Breast Cancer Fund is helpful. It is a cause very near and dear to our hearts!

Thank you,
Jennifer Boos & Kelly and Ryan Stevenson

CITY COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **MUNICIPAL JUDGE REPORT – COUNCILOR CHECK IN**

At the June 20, 2016 Council meeting, Councilor Ryan gave her verbal report. The matter is continued to tonight's meeting to allow Councilor Herrera to present his report. This process does not affect the Municipal Judge's position of validity, effectiveness or jurisdiction of the municipal court or the Municipal Judge.

RECOMMENDATION:

Councilor Herrera should report his observations.

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

ESJ/tmh

CITY COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: **SALEM SEWER SYSTEM DEVELOPMENT CHARGE FOR WASTEWATER TREATMENT FACILITIES**

Council adopted Resolution R92-556 on April 6, 1992 establishing the amount of the sewer system development charge for wastewater treatment facilities. This charge is essentially a "pass-through" to Salem. It is separate from the transmission sewer SDC collected by Keizer for construction of new sewer lines.

In 2009, the City entered into an Intergovernmental Agreement (IGA) with the City of Salem relating to wastewater treatment. Pursuant to the IGA, the City agreed to adopt the City of Salem's sewer system development charge for wastewater treatment facilities. Staff has been reviewing the IGA recently and determined that it is appropriate to repeal Resolution R92-556 and adopt the City of Salem's charge as contemplated under the IGA. I have attached the proposed Resolution for your consideration.

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

RECOMMENDATION:

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

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM DEVELOPMENT CHARGE FOR WASTEWATER TREATMENT FACILITIES; **REPEALING RESOLUTION R92-556**

WHEREAS, the City Council adopted Resolution R92-556 on April 6, 1992 establishing the sewer system development charge for wastewater treatment facilities;

WHEREAS, the City of Keizer entered into an Intergovernmental Agreement with the City of Salem for wastewater treatment in 2009;

WHEREAS, pursuant to such Intergovernmental Agreement, the City agreed to adopt the City of Salem sewer system development charge for wastewater treatment facilities;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to repeal Resolution R92-556 and adopt the City of Salem's sewer system development charge for wastewater treatment facilities;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the sewer system development charges for wastewater treatment facilities on properties with a ¾" meter or less set by the City of Salem are hereby adopted as follows:

///

///

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Sanitary Sewer Connection Fee	$ 40.00
SDC-Sewer Reimbursement	$ 41.00
SDC-Sewer Improvement	$ 91.00
SDC-Sewer Compliance	$102.00
Automation Surcharge	$ 5.00
Total	$279.00

BE IT FURTHER RESOLVED the Resolution R92-556 (A Resolution Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities) is hereby repealed in its entirety.

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

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER: _____

TO: **MAYOR CLARK AND CITY COUNCILORS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **MACHELL DEPINA**
HUMAN RESOURCES DIRECTOR

SUBJECT: **VantageTrust II Participation Agreement**

ISSUE:
ICMA-RC, the provider of the City's Retirement Health Savings (RHS) Plan, applicable only to Keizer Police Association members, is offering the opportunity to adopt a new series of Collective Investment Trust (CIT) Funds for the RHS Plan. This new offering utilizes the same Vantagepoint Funds and Dreyfus Cash Management Fund currently available in our existing RHS lineup but due to the consolidated structure, results in lower total annual participant costs by an estimated 0.08% of assets invested in the Vantagepoint Funds available to our plan. Other than the change in plan structure and corresponding reduced cost, all other services remain the same, including the associates servicing our account. ICMA-RC will ensure the change and related benefit is clearly communicated to participating members.

FISCAL IMPACT:
There is no fiscal impact to the City of Keizer.

RECOMMENDATION:
Staff recommends the City Council adopt the attached Resolution. Personnel Policy Committee members support this recommendation.

If you have any questions regarding the staff report, please contact Machell DePina at 503-856-3417 or email her at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AMENDING THE CITY'S DEFERRED COMPENSATION PLANS TO INCLUDE VANTAGETRUST II MULTIPLE COLLECTIVE INVESTMENT FUNDS TRUST

WHEREAS, the City of Keizer has established and maintains a retiree health savings plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program, as amended (the "Plan");

WHEREAS, the City has an opportunity to join a new series of Collective Investment Trust that utilizes the same funds currently available in the City's existing program, but due to the consolidated structure, will result in lower total annual participant costs;

WHEREAS, the City has determined that joining the new series VantageTrust II Multiple Collective Investment Funds Trust will further serve the objective of providing reasonable retirement security for its employees, flexibility in its retirement benefit options, and assisting in the attraction and retention of competent personnel;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer hereby authorizes the City Manager to sign the Participation Agreement attached hereto, and other documents and agreements as may be necessary that allows the City to join the new series VantageTrust II Multiple Collective Investment Funds Trust.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

BE IT FURTHER RESOLVED that the City Recorder is directed to enter a copy of the attached Participation Agreement into the records of the City of Keizer and into the minutes of this meeting.

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

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).

2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation ("Investment Adviser"), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.

3. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.

4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.

5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:

   A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:

      i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or

      ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or

      iii. Section 401(a)(24) governmental plans; or

      iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or

      v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or

      vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.

   B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;

   C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;

   D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.

2. Employer hereby represents and acknowledges the following:

   A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.

C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.

D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.

E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.

F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.

3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

MISCELLANEOUS

1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the District of Columbia, and, except to the extent superseded by federal laws, all laws or rules of construction of the District of Columbia shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.

2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.

3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.

4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

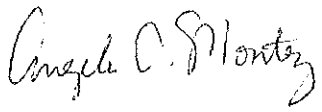
5. **Prohibited Transactions**. If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.

6. **Severability**. Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

[Space Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust
By: VantageTrust Company, LLC, as Trustee,

By: 

Angela Montez
Secretary

Plan/Retirement Trust:

Plan/Retirement Trust Name	ICMA-RC Plan Number
Plan/Retirement Trust Name	ICMA-RC Plan Number

By: _____ _____
Name of Employer or Fiduciary — Customer Number

By: _____ _____
Authorized Officer Signature — Date

_____
Printed Name and Title

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

CITY COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER:_____

TO: **MAYOR CLARK AND CITY COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **BILL LAWYER**
PUBLIC WORKS DIRECTOR

SUBJECT: **WATER FUND VEHICLE PURCHASE**

DATE: **July 8, 2013**

BACKGROUND:

The Public Works Department budgeted in the FY 16/17 Water Fund for a new Ford Transit Connect cargo van. This vehicle will replace a 2008 Chevrolet Uplander van that is used by the Customer Service position.
Staff researched pricing for this vehicle and determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price to the City. Purchase of this vehicle will be from Landmark Ford for a cost of $23,674 with a trade in allowance for the 2008 Chevrolet Uplander van of $2,000.00 which brings the final purchase price to $21,674.52.

FISCAL IMPACT:

Funds are available in the FY 16/17 Water Fund budget line 81.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to purchase a 2017 Ford Transit Connect cargo van for the purchase price of $21,674.52 from Landmark Ford which includes the trade in of the 2008 Chevrolet Uplander.

Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE 2017 FORD TRANSIT CONNECT CARGO VAN FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Keizer budgeted funds in the 2016-2017 water fund to purchase a new vehicle to replace the 2008 Chevrolet Uplander van used primarily by the Customer Service position;

WHEREAS, the City has determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price of $21,674.52 after the trade in allowance of $2,000.00 from Landmark Ford;

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

WHEREAS, the 2008 Chevrolet Uplander van has been identified as having a trade-in value of approximately $2,000.00;

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

WHEREAS, staff has recommended the disposal of the 2008 Chevrolet Uplander van as surplus property because it is no longer useful or needed;

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

WHEREAS, the City Manager approves of the disposal of the 2008 Chevrolet Uplander van as surplus property;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to purchase a 2017 Ford Transit Connect cargo van from Landmark Ford for a net purchase price up to $21,674.52 after trade-in credit described below.

BE IT FURTHER RESOLVED that the City Council of the City of Keizer declares the 2008 Chevrolet Uplander van as surplus property.

BE IT FURTHER RESOLVED that the 2008 Chevrolet Uplander van be disposed of by use as a trade-in against the 2017 Ford Transit Connect cargo van with a value of $2,000.00.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any and all necessary acts to effectuate the purchase of the 2017 Ford Transit Connect cargo van and the disposal of the surplus property.

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

PASSED this _____ day of _____, 2016.
SIGNED this _____ day of _____, 2016.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COUNCIL MEETING: July 18, 2016

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Chris Eppley, City Manager

FROM: Tim Wood, Finance Director

SUBJECT: Authorization to enter into a five year agreement with Ricoh for the lease of four photocopy machines.

BACKGROUND: The City entered into a four year agreement with Ricoh in 2009 for the lease of four photocopy machines. The photocopy machines are located in the following areas; Council Chambers, Municipal Court, Police Evidence and Human Resources. The agreement expired in 2013 at which time Ricoh stopped providing any additional maintenance or service.

ISSUE: The photocopiers have reached the point that the cost to maintain or repair them is more than the machines are worth, as such the City can:

1. Enter into a five year agreement to lease the new photocopy machines for $129.84 total per month using a state negotiated contract, or
2. Purchase the new photocopy machines for approximately $1,700 total.

If the City were to purchase the new photocopy machines, the overall expense in comparison to the monthly lease fee would be lower; however, the City would be responsible for additional charges to repair the machines if they were to break.

In addition, if the photocopy machines reached a point that they could not be repaired the City would be forced to purchase new machines. However, if the City leased the machines, new machines would be provided at no additional cost. In the past the City has had leased copy machines that needed to be replaced as they could no longer be repaired so the leasing option has been the most cost effective over the long term.

FISCAL IMPACT: The copiers will cost a total of $129.84 a month or $1,558.08 a year. This expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to enter into a four year agreement with Ricoh to lease four photocopy machines.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2016-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENT WITH RICOH USA INC FOR COUNCIL CHAMBERS, MUNICIPAL COURT, POLICE EVIDENCE AND HUMAN RESOURCES COPIERS

WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for the last few years;

WHEREAS, the copier lease for the Council Chambers, Municipal Court, Police Evidence, and Human Resources are at the end of their four-year agreement with Ricoh USA Inc;

WHEREAS, the City has determined procurement through the Oregon Cooperative Procurement Program (ORCPP) provided the best price of $129.84 per month from Ricoh USA Inc.;

WHEREAS, State of Oregon Contract No. 5566 authorizes ORCPP participants to use Contract No. 3091 to lease copiers from Ricoh USA Inc. by issuance of a Purchase Order;

WHEREAS, the lease has been included in the approved 2016-2017 fiscal year budget and will be included in upcoming fiscal year budgets until the termination date;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign the Purchase Order for a five-year lease agreement with Ricoh USA Inc. as outlined on the attached Purchase Order.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

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

PASSED this _____ day of _____, 2016.

SIGNED this _____ day of _____, 2016.

_____
Mayor

_____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order Number

Ricoh 07-18-2016

TO	SHIP TO/BILL TO
Ricoh USA Inc	City of Keizer
PO Box 1000345	930 Chemawa Rd NE
Pasadena, CA 91189-0345	Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

THIS LEASE OR PURCHASE IS PLACED AGAINST THE NASPO VP MASTER AGREEMENT #3091. THE TERMS AND CONDITIONS OF THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, #5566 APPLY TO THIS LEASE OR PURCHASE AND SUPERSEDE ALL ADDITIONAL OR CONFLICTING TERMS AND CONDITIONS, EXPRESSED OR IMPLIED.

- Price Agreement Number # 3091
- Pick up Ricoh Copier Ser# V4499200543, V4499200539, V4499200540, V4499200541
- Operating Lease 60 months: $129.84
- Monthly Lease Price: $129.84
- Cost per copy rate: $0.0099 Black
- Itemized list of hardware:

QTY: (4) Ricoh MP 301SPF
ESP Power Filter

Customer Contact: Jeff Heyen, 503-856-3420, heyenj@keizer.org

Christopher C Eppley PURCHASING AGENT

MINUTES
KEIZER CITY COUNCIL
Tuesday, July 5, 2016
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Clark called the meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:
Cathy Clark, Mayor
Marlene Parsons, Councilor
Kim Freeman, Councilor
Roland Herrera, Councilor
Amy Ryan, Councilor
Bruce Anderson, Councilor

Absent:
Position #1 Vacant

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development Director
Bill Lawyer, Public Works Director
Tim Wood, Finance Director
Jeff Kuhns, Deputy Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

None

COMMITTEE REPORTS

None

PUBLIC TESTIMONY

Jennifer Boss, Salem, provided information about the Alyssa Malchow Breast Cancer Foundation noting that they used to hold the annual fundraiser at Orchard Heights Winery but since they have closed their doors the Foundation is searching for another venue. They asked Council to consider donating the ballroom for the October 1 event.

Kelly Stevenson, Salem, explained that the event would be a Bunko game with 100% of the proceeds going to the fund to help educate and provide resources for young women with cancer under the age of 40 through the Salem Hospital Foundation.

Discussion followed regarding alcohol service and the target audience. Mayor Clark asked that this item be scheduled for consideration at the next Council meeting.

PUBLIC HEARINGS

None

ADMINISTRATIVE ACTION

a. RESOLUTION – Declaring a Vacancy for City Council Position Number One

City Attorney Shannon Johnson reminded Council that Council President Dennis Koho had resigned effective July 1. Mr. Koho, serving in Council Position #1, was near the end of his four-year term scheduled to expire January, 2017. The City Charter requires that any vacant elective office be filled by appointment of the remaining members of the City Council. He reviewed the proposed timeline for filling the vacancy.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Declaring a Vacancy for City Council Position Number One. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Parsons, Ryan, Freeman and Anderson (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Herrera and Position #1 (2)

Councilor Parsons moved that the Keizer City Council adopt the process and timeline that will be used for filling this vacancy and direct staff to give notice to the media inviting letters of interest and resumes from interested parties. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Parsons, Ryan, Freeman and Anderson (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Herrera and Position #1 (2)

b. Municipal Judge Report – Councilor Check In

Mr. Johnson explained that Councilor Herrera had asked for additional time at the last meeting but since he was absent he could give his report at the next meeting.

Mayor Clark thanked Councilor Ryan for her report given at the last meeting and appointed Councilors Parsons and Anderson to observe and report in the fiscal year 16-17.

c. RESOLUTION – Amending Fees Relating to Municipal Court Fees; Amending R2015-2570

Mr. Johnson explained that this relates to the assignment of judgements to the City's contracted collection agency and that all fees adopted by Council must allow public input. This matter is before Council to allow for that. There were no comments from the audience.

Councilor Parsons moved that the Keizer City Council adopt a Resolution Amending Fees Relating to Municipal Court Fees; Amending R2015-2570. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Parsons, Ryan, Freeman and Anderson (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Herrera and Position #1 (2)

CONSENT CALENDAR

a. RESOLUTION – Authorizing the City Manager to Purchase Three 2017 Ford K8A AWD Police Interceptor Vehicles for Police Department
d. Approval of June 20, 2016 Regular Session Minutes

Councilor Parsons moved for approval of the Consent Calendar. Councilor Freeman seconded. Motion passed as follows:

AYES: Clark, Parsons, Ryan, Freeman and Anderson (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Herrera and Position #1 (2)

COUNCIL LIAISON REPORTS

Councilor Parsons reported that she had attended the Fire District Board meeting and announced upcoming Parks Board and Planning Commission meetings, the Commissioner Breakfast and the Marion County Fair.

Councilor Ryan reported on Art Commission mural progress and announced the upcoming Chamber Board meeting. She added that she had attended the Rotary installation and praised Rotarians for their commitment and service to the community.

Councilor Anderson announced that he was sworn in as downtown Salem Rotary President Elect and that Mark Caillier is President Elect of the Keizer Rotary.

Councilor Freeman thanked the mural painters and individuals that clean up neighborhoods and streets and pointed out that local residents had cleaned up the corner of Chemawa and Shoreline. She announced upcoming meetings including the Traffic Safety/Bikeways/Pedestrian and Volunteer Coordinating Committees, Mid-Willamette Homelessness Task Force and Affordable Housing Task Force meetings. She also announced the upcoming National Night Out on August 2.

Councilor Clark reported on the Heritage Foundation annual meeting and offered congratulations and thanks to retiring Executive Director of Council of Governments Nancy Boyer. She also announced the upcoming Marion County Fair, Relay for Life and Keizer Rotary concerts.

OTHER BUSINESS

City Manager Chris Eppley explained that the K8A Police Interceptor Vehicles are Ford Explorers and that he has urged the Police to switch over to fuel efficiency vehicles but has been told that that is impossible.

Finance Director Tim Wood announced that the City has received the Government Finance Officers Association Certificate for Excellence in Financial Reporting again. This marks the 17th year the award has been received. He thanked staff and Department Heads noting that it is truly a team effort to get the award and thanked Council and the Audit Committee for asking the tough questions and keeping city staff

accountable to the taxpayers of the City.

Deputy Chief Jeff Kuhns reported that officers responded to 20 calls about fireworks on the 4th of July. Blast Camp is July 12-15 and registration is full; volunteers are still needed. He also thanked Officer Juan Mendoza and Lynn Halliday for their service to Keizer; they both retired last week.

Public Works Director Bill Lawyer reported that the roundabout construction is on schedule; conflicts with utility companies have been resolved.

Community Development Director Nate Brown reported that Keizer was awarded the Local Government Grant from the Oregon Parks and Recreation Department for Phase 2 of the Big Toy. Construction on this project will likely be next summer. The grant is for year-round flush restrooms, rubberized fall protection surface, and paved trails connecting the Big Toy to the neighborhood and Chemawa Road. The grant is for $430,000. He praised Jackie Franke and Wayne Rollins for their outstanding grant writing skills and Janet Carlson and Richard Walsh who helped with the presentation process.

Mr. Brown informed Council that there is significant activity related to marijuana and rules are changed frequently at the state level making administration difficult. Mr. Eppley added that, because of state level changes, staff will likely be bringing changes to Council to readdress parts of the City's ordinance to make sure Keizer complies with the state.

Discussion followed regarding fireworks over the weekend, recent armed robberies and police communications.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

July 11, 2016
5:45 p.m. – City Council Work Session - Cancelled
July 18, 2016
7:00 p.m. – City Council Regular Session
August 1, 2016
7:00 p.m. – City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 8:00 pm.

MAYOR: APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Vacant ~ Councilor #1 –	~ Absent ~ Councilor #4 – Roland Herrera
Councilor #2 – Kim Freeman	Councilor #5 – Amy Ryan
Councilor #3 – Marlene Parsons	Councilor #6 – Bruce Anderson

Minutes approved:_____