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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, June 21, 2021

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **SPECIAL ORDERS OF BUSINESS**

a. Oath of Office – Keizer Police Reserves

5. **COMMITTEE REPORTS**

a. Volunteer Coordinating Committee Recommendation – Parks Advisory Board Appointment

6. **PUBLIC COMMENTS**

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

7. **PUBLIC HEARINGS**

a. Keizer Mart Liquor License – Change of Ownership

8. **ADMINISTRATIVE ACTION**

a. **ORDINANCE** – Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.130 (River-Cherry Overlay District), Section 2.316 (Infill Development Standards). Section 2.432 (Cottage Cluster Development), and Section 3.107 (Partitions) Amending Ordinance No. 98-389

9. **CONSENT CALENDAR**

a. **RESOLUTION** – Regarding Evaluation of City Attorney

b. **RESOLUTION** – Certification of Delinquent Sewer Accounts

- c. RESOLUTION – Declaring the City’s Intent to Initiate a Street Lighting Local Improvement District (Aubrey Glenn) and Directing the City Engineer to Make a Survey and File a Written Report with the City Recorder
- d. RESOLUTION – Authorizing the City Manager to Purchase Vacuum Combination Truck
- e. RESOLUTION – Authorizing the Planning Director to Apply for Funds From Oregon Department of Land Conservation and Development for Assistance in Updated Land Use Regulations to Comply with HB2001
- f. RESOLUTION – Amending the Resolution Authorizing Disposition of Surplus Property (Police Department Vehicle); Amending Resolution No. R2020-3084)
- g. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicle)
- h. RESOLUTION – Authorizing Chief of Police to Enter Into Intergovernmental Agreements with Salem-Keizer School District 24J (Safety and Support Response Team Officer; and Youth Safety and Support Officer)
- i. Approval of June 7, 2021 Regular Session Minutes

10. OTHER BUSINESS

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

11. STAFF UPDATES

12. COUNCIL MEMBER REPORTS

13. AGENDA INPUT

July 6, 2021 (Tuesday)
7:00 p.m. - City Council Regular Session

July 12, 2021
7:00 p.m. - City Council Work Session

July 19, 2021
7:00 p.m. - City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

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

COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER, *PRO TEM***

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

SUBJECT: INTRODUCTION OF NEWLY HIRED RESERVE OFFICERS

TOPIC:

A recruitment for reserve officers was held last year. Five applicants were selected and recently graduated from the Mid-Valley Reserve Training Academy after six months of training.

Reserve Officer Joel Brooks is military veteran, currently employed at the Department of Corrections.

Reserve Officer Michelle Cummings has a history with Keizer PD in that she was a cadet from 2013 until she aged out of the program in 2016. She joins her father, Rich Cummings, who has been a reserve officer for over 24 years.

Reserve Officer Caleb Harrison is also a former cadet, having served for five years before aging out.

Reserve Officer Ben Johnson is new to the law enforcement world, but has a connection to law and the City of Keizer – his father, Shannon Johnson, is the city's attorney.

Reserve Officer Zach Powell is another returnee, having been a cadet for six years. His father, Martin Powell, is a KPD motor officer.

Please join us in congratulating and welcoming these reserve officers to the City of Keizer and the Police Department.

wjb

CITY COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER PRO TEM**

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

**SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATION FOR
APPOINTMENT**

ISSUE:

The Volunteer Coordinating Committee met on June 10, 2021 to review applications and interview candidates for openings on the Parks Advisory Board. The Committee is recommending **Gwen Carr** to Position #3 on the Parks Advisory Board, term expiring December 31, 2022.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint the applicant as outlined above.

CITY COUNCIL MEETING: _____ June 21, 2021

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER PRO TEM**

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

SUBJECT: KEIZER MART – CHANGE OF OWNERSHIP

BACKGROUND:

On May 27, 2021 the City received an application for a change of ownership for the liquor license at Keizer Mart, located 4940 River Road N, Keizer, Oregon. The application is for off-premises sales license.

As required by the Keizer's Ordinance 2010-623, the Keizer Police Department has reviewed the application and has no reason to recommend denial. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

Notice of the public hearing for the change of ownership for Keizer Mart was mailed to property owners within 200 feet of the establishment. Notice was also published in the Keizertimes. As of the writing of the report, there have not been any comments received.

RECOMMENDATION:

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



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) ☐ (3 rd) ☐	Name of City or County:
☐ Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) ☐ (3 rd) ☐	☐ Granted ☐ Denied
☐ Distillery	By: _____
☐ Full On-Premises, Commercial	Date: _____
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	
☐ Limited On-Premises	OLCC USE ONLY
☒ Off-Premises	Date application received: <u>5-10-21</u>
☐ Warehouse	Date application accepted: <u>5-10-21</u>
☐ Wholesale Malt Beverage & Wine	<i>Onwale</i>
☐ Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) ☐ (3 rd) ☐	<i>C/O</i>
(4 th) ☐ (5 th) ☐	RECEIVED OREGON LIQUOR CONTROL COMMISSION MAY 10 2021

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)** applying for the license(s):

Kelsey Franklin

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)		
<u>Keizer Mart</u>		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
<u>4940 River Road N</u>		
City	County	Zip Code
<u>Keizer</u>	<u>Marion</u>	<u>97303</u>

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Kelsey Jackson/Franklin Phone: (971) 219-2465

Trade Name (dba): Keizer Mart

Business Location Address: 4940 River Road N

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	<u>8</u>	to	<u>9</u>
Monday	<u>6</u>	to	<u>11</u>
Tuesday	<u>6</u>	to	<u>11</u>
Wednesday	<u>6</u>	to	<u>11</u>
Thursday	<u>6</u>	to	<u>11</u>
Friday	<u>6</u>	to	<u>11</u>
Saturday	<u>6</u>	to	<u>11</u>

Outdoor Area Hours:

Sunday	<u>N/A</u>	to	<u>N/A</u>
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

The outdoor area is used for: N/A

☐ Food service Hours: _____ to _____

☐ Alcohol service Hours: _____ to _____

☐ Enclosed, how _____

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

N/A (Investigator's Initials)

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

ENTERTAINMENT

Check all that apply: N/A

- ☐ Live Music
☐ Recorded Music
☐ DJ Music
☐ Dancing
☐ Nude Entertainers

- ☐ Karaoke
☐ Coin-operated Games
☐ Video Lottery Machines
☐ Social Gaming
☐ Pool Tables
☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	<u>N/A</u>	to	<u>N/A</u>
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

N/A

Restaurant: _____

Outdoor: _____

Lounge: _____

Other (explain): _____

Banquet: _____

Total Seating: _____

OLCC USE ONLY

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

Investigator Initials: _____

Date: _____

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

Applicant Signature: Kelsey Franklin Date: 04/10/21

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

CITY COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: TIMOTHY E. WOOD, CITY MANAGER PRO TEM

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ORDINANCE AMENDING KEIZER DEVELOPMENT CODE

At the May 17, 2021 Council meeting, Council directed staff to prepare an Ordinance approving the Keizer Development Code text changes to revise the Code relating to parking requirements and density provisions for accessory dwelling units in the River-Cherry Overlay District. In addition, the text changes would eliminate the infill development standards. Such Ordinance is attached for your review.

RECOMMENDATION:

Adopt the attached Ordinance.

Please let me know if you have any questions. Thank you.

ESJ/tmh

A BILL

ORDINANCE NO.
2021-_____

FOR

AN ORDINANCE

AMENDING KEIZER DEVELOPMENT CODE REGARDING
SECTION 1.200 (DEFINITIONS), SECTION 2.130 (RIVER-CHERRY
OVERLAY DISTRICT), SECTION 2.316 (INFILL DEVELOPMENT
STANDARDS), SECTION 2.432 (COTTAGE CLUSTER
DEVELOPMENT), AND SECTION 3.107 (PARTITIONS);
AMENDING ORDINANCE 98-389

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

WHEREAS, the City Council held a hearing on this matter on May 17, 2021
and considered the testimony given and the recommendation of the Keizer Planning
Commission; and

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

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

NOW, THEREFORE,

The City of Keizer ordains as follows:

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

3 Section 2. AMENDMENT TO THE KEIZER DEVELOPMENT CODE.
4 The Keizer Development Code (Ordinance No. 98-389) is hereby amended by the
5 adoption of the changes to Section 1.200 (Definitions), Section 2.130 (River-Cherry
6 Overlay District (RCOD)), Section 2.316 (Infill Development Standards), Section
7 2.432 (Cottage Cluster Development), and Section 3.107 (Partitions) as set forth in
8 Exhibit "B" attached hereto, and by this reference incorporated herein.

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

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

3 PASSED this _____ day of _____, 2021.

4 SIGNED this _____ day of _____, 2021.

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 Mayor

 City Recorder

EXHIBIT “A”

Findings regarding the adoption of amendments to Section 2.130 (River-Cherry Overlay District (RCOD)), Section 2.316 (Infill Development Standards), Section 1.200 (Definitions), Section 2.432 (Cottage Cluster Development), and Section 3.107 (Partitions) of the Keizer Development Code (KDC).

The City of Keizer finds that:

1. General Findings.
The particulars of this case are found within Planning file Text Amendment 2021-03. Public hearings were held before the Planning Commission on April 7, 2021 and before the City Council on May 17, 2021. Both the Planning Commission and the City Council voted unanimously in favor of the proposed revisions.
2. Criteria for approval are found in Section 3.111.04 of the Keizer Development Code. Amendments to the Comprehensive Plan or Development Code shall be approved if the evidence can substantiate the criteria are met. Amendments to the map shall be reviewed for compliance with all of the listed criteria in Section 3.1104, while text amendments shall only be reviewed for compliance with Section 3.111.04 B, C, and D. Given this is a text amendment, Section 3.111.04 A is not applicable.
3. **Section 3.111.04.B - A demonstrated need exists for the product of the proposed amendment -**

Findings: The proposed revisions to the zone code reflect a demonstrated need. The Planning Commission identified this section to be updated to clarify standards governing development within the RCOD area and to remove barriers to infill development throughout the City. This is a result of the City pursuing efficiency measures needed to accommodate projected growth which includes removing identified barriers to infill redevelopment. The changes clarify parking requirements within the RCOD and eliminate Section 2.316 (Infill Development Standards) which will result in the reduction of parking requirements for properties served by access easements and eliminate height restrictions on infill parcels. These changes were desired by the Planning Commission and affirmed by City Council. Therefore, these text amendments are found to be necessary to enact the changes desired. Therefore, this proposal complies with this review criterion.
4. **Section 3.111.04.C- The proposed amendment to the Keizer Development Code complies with statewide land use goals and related administrative rules**

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

Goal 1 – Citizen Involvement: The adoption of this ordinance followed notice, a public process involving public hearings, deliberation, and ordinance adoption. Public notice was provided in the Keizertimes newspaper. Public hearings were held before the Planning Commission on April 7, 2021, and before the City Council on May 17, 2021. Citizens were afforded the opportunity to participate in the public process. This process is consistent with the provision for providing an opportunity for citizens to be involved in all phases of this proposed planning process as is required by this goal and with implementing administrative rules within Oregon Administrative Rules.

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

Goal 3 – Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits the Exclusive Farm Use (EFU), Special Agriculture (SA), Urban Transition (UT), and Public (P) allow commercial agricultural uses. However, only the city’s SA zone is a state recognized EFU qualifying zone. The amendments involve modifications and clarifications to the RCOD, and Infill section which applies to residential lands. The changes do not affect farm lands. These provisions do not affect lands that are outside the city limits or any lawful uses occurring on those lands, nor does it amend any of those existing zoning designations. The proposed amendments will comply with the Farm Land Goal and with implementing administrative rules.

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

Goal 5 – Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city has a wetland inventory of sites where wetland soils may be present. The city has an adopted Willamette River Greenway Overlay zone to protect resources along the Willamette River. There are no identified big game habitats within the city limits of Keizer. The city established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. In addition, the city has storm water regulations to protect water quality of the local water ways. The proposed amendments will not preclude any

of the city's natural resources protection regulations nor the lawful use of any properties that are within the City. Therefore, the proposed text amendments will be consistent with this goal and with administrative rules which implement this goal.

Goal 6 – Air, Water and Land Quality: The intent of this goal is to protect the city's air, water and land qualities. The city provides its residents with city water from groundwater sources. The quality of the water is monitored to ensure that it complies with all state and federal water quality standards. New construction is required to be connected to the established sanitary sewer system thereby reducing the potential of groundwater contamination from failing on-site septic systems. The city has storm water regulations which are to maintain water quality in the Willamette River and local streams. Land quality is preserved through the city's erosion control regulations and through zone code development regulations. Air quality is preserved through the city's development code regulations which limit certain types of uses and are enforced by appropriate state agencies which govern air emission standards. The proposed revisions comply with this goal and with the administrative rules that implement this goal.

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

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

Goal 9 – Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. Current employment needs were projected forward based on regional job growth estimates and target industry goals. The growth forecast calls for a total of 3,774 new jobs over the next 20 years. The adopted Economic Opportunities Analysis found there is a net need for commercial and institutional lands amounting to 63.3 gross acres above and

beyond what the City's remaining buildable employment lands can accommodate. The proposed text amendments will not have any adverse impact on the economic development activities or uses within the city and may allow the existing land supply to be more efficiently used. Therefore, the proposal is consistent with this goal.

Goal 10 – Housing: This goal requires the city to plan and provide for the housing needs of its residents. The adopted Housing Needs Analysis found that for the upcoming 20-year period that there will be a need for 4,513 new units to house the future population. The inventory of buildable residential lands contain a supply of 315.2 acres which are vacant, partially vacant or re-developable and can accommodate an estimated 2,422 units resulting in 2,090 units which must be accommodated beyond the City's existing capacity. When this remaining land need is apportioned to Keizer's residential zones, the HNA estimates a 20-year need of 267 gross acres of residential land. The proposed revisions do not affect the land supply in any way, but rather removes barriers to infill redevelopment by reducing required parking in certain situations, and eliminates height restrictions for infill development. These proposed changes are intended to increase efficiency of the existing land supply and allow for additional opportunity for the development of housing types within the City. Therefore, the proposal is consistent with this goal.

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

Goal 12 – Transportation: The city has an adopted Transportation System Plan that describes the city's transportation systems. This system includes streets, transit, bike, and pedestrian systems. It inventories the existing systems and contains plans for improving these systems. The proposed text amendment will not affect any transportation facility within the city limits and so is consistent with Section 3.111.05 regarding Transportation Planning Rule compliance. The proposed text amendments will have no adverse impact on the city's transportation systems and will not affect this goal or any implementing rules.

Goal 13 – Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable

energy conservation standards. The proposed text amendments will have no impact on this goal or any of the implementing administrative rules.

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

Goal 15 – Willamette River: This goal seeks to protect, conserve, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. The revisions to the city’s development code will have no impact on the ability of the city to regulate uses along the river or the Willamette River Greenway Management overlay zone regulations. Therefore, the proposed amendments are consistent with this goal.

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

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

5. **Section 3.111.04.D - The amendment is appropriate as measured by at least one of the following criteria:**
- a. It corrects identified error(s) in the previous plan.
 - b. It represents a logical implementation of the plan.
 - c. It is mandated by changes in federal, state, or local law.
 - d. It is otherwise deemed by the council to be desirable, appropriate, and proper.

FINDINGS: The proposed text amendment will revise Section 2.130 (River-Cherry Overlay District (RCOD)), Section 2.316 (Infill Development Standards), Section 1.200 (Definitions), Section 2.432 (Cottage Cluster Development), and Section 3.107 (Partitions) of the Keizer Development Code.

The changes to Section 2.130 will clarify reduced parking standards identified in the RCOD, that were originally overlooked at the time of the original adoption of the RCOD. This ultimately corrects an unintended consequence of not clearly categorizing the parking requirements for properties served by an access easement. The elimination of Section 2.316, will remove barriers to infill and redevelopment by aligning height restrictions with the underlying zoning designation allowance, which in turn will provide greater options for the development of residential housing. The proposed amendments to Section 1.200, 2.432, and 3.107 are necessary to align the changes in Section 2.316.

These proposed changes represent a logical implementation of the Keizer Revitalization Plan and implements greater efficiency and opportunity within the City.

The Comprehensive Plan encourages infill development as a residential development policy. In addition, the Comprehensive Plan refers to the Keizer Revitalization Plan and River-Cherry Overlay District for policies and standards regarding housing for properties within the District. Therefore, it is determined the proposed amendments to the zone code represents a logical implementation of the Keizer Comprehensive Plan.

The City Council has, by this adoption, determined that the text revisions are desirable, appropriate, and proper. As such, the proposal complies with this criterion.

1.200 DEFINITIONS

1.200.01 General Provisions

- A. General and Specific Terms. The definitions contained in this Section include those that are applicable to the entire Keizer Development Code (general), and those terms that are applicable to specific Sections (specific). Terms used in specific Sections are identified as follows:
- | | |
|------------|---|
| [Adult] | Adult Entertainment Business; Section 2.418 |
| [Flood] | Floodplain Overlay Zone; Section 2.122 |
| [Greenway] | Greenway Management Overlay Zone; Section 2.123 |
| [Historic] | Historic Resources; Section 2.127 |
| [RV Park] | Recreational Vehicle Spaces and Park; Section 2.412 |
| [Signs] | Signs; Section 2.308 |
- B. Interpretation. When there are two definitions for the same word or phrase, then the definition most applicable for the given situation shall apply. If appropriate, specific terms may be applied to general situations. (5/98)

1.200.02 Grammatical Interpretation.

Words used in the masculine or feminine include all genders. Words used in the present tense include the future, and the singular includes the plural. The word "shall" is mandatory. Where terms or words are not defined, they shall have their ordinary accepted meanings within the context of their use. The contemporary edition of Webster's Third New International Dictionary of the English Language (principal copyright 1961) shall be considered as providing accepted meanings. (12/19)

1.200.03 Diagrams

Diagrams are provided for terms or phrases in order to provide an illustrative example. (5/98)

1.200.04 Definitions.

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section:

Access: The way or means by which pedestrians and vehicles shall have ingress and egress to property. (5/98)

Accessory Dwelling: An interior, attached, or detached residential structure that is used in connection with, or that is accessory to, a single-family dwelling. (1/19)

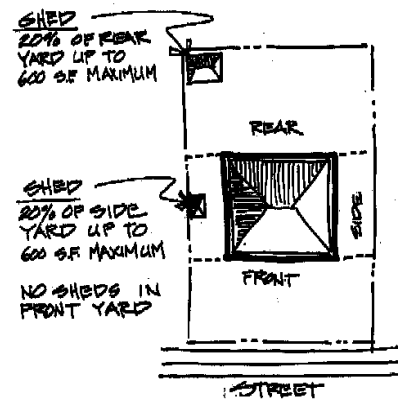
Access Easement:

A narrow, private, limited use roadway, which provides access to a public street for properties that do not have usable public street frontage. (11/16)

Accessory Structure: A detached, subordinate building or portion of a main building, the use of which is incidental to the main building or use of the land, but does not include dwellings or living quarters. (5/98)

Accessory Use: A use incidental and subordinate to the main use of the parcel, lot or building. (5/98)

Adjacent: Near or close, but not necessarily abutting or contiguous. For example, a parcel next to, or across the street from, another parcel shall be considered "adjacent." (5/98)



Accessory Structure

Administrative Decision: A decision made by applying the existing standards contained in this Ordinance and without a public hearing. (5/98)

Adult entertainment business [Adult]: A term intended to cover a broad range of activities characterized by live, closed circuit, digital, or reproduced material which has an emphasis on nudity and/or sexual activity. Adult businesses limit their patrons to persons at least 18 years of age. The term "adult entertainment business" also includes the full range of adult motion picture or video theaters and related businesses, such as adult bookstores, adult theaters, adult massage parlors, adult lotion studios, adult arcades, adult cabarets, adult paraphernalia shops, and other establishments which make up a substantial or significant portion of the establishment's activities or merchandise and constitute a continuing course of conduct of exhibiting specified sexual activities and/or nudity in a manner which appeals to a prurient interest. The term "adult entertainment business" also includes other uses similar to the uses mentioned above, presenting material for patrons to view (live, closed circuit, or reproductions), providing massage or lotion studios for the purpose of fondling or other erotic touching of specified anatomical areas and/or purchase or rent of merchandise which emphasizes nudity and/or specified sexual activity in a manner which appeals to a prurient interest, and limiting entrance to patrons who are over 18 years of age. (5/98)

Alteration [Historical]: A change, addition, or modification to the exterior of a building. (5/98)

Alteration or Altered [Sign]: 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 shall not be considered an alteration. (5/98)

Alteration, Structural: Any change in the exterior dimensions of a building, or, a change which would affect a supporting member of a building, such as a bearing wall, column, beam, or girder. (5/98)

Appeal: A request for a review of a decision authority's action on an application. (5/98)

Appeal [Flood]: A request for a review of the interpretation of any provision of this ordinance or a request for a variance. (12/20)

Applicant: The property owner of record or contract purchaser. (5/98)

Approved: Means approved by the Community Development Director, Hearings Officer, Planning Commission or City Council having the authority to grant such approval. (5/98)

Architectural Front: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural front of a building is opposite the architectural rear. The architectural front is typically the façade with the main point of entry into the building and may include doorways, stairs, windows, and other architectural features typically found on a front of the residential building. It may be oriented towards a street or towards an internal parking lot. (6/07)

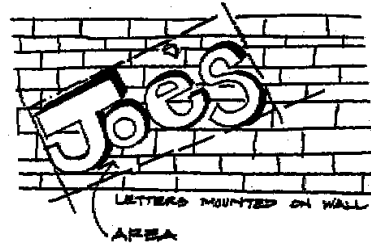
Architectural Rear: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural rear of a building is opposite the architectural front, or the façade with the main point of entry into the building. The architectural rear is typically the side of the building that may include such features as porches, patios or other features for use of either individual or multiple units. (6/07)

Architectural Side: For the purposes of determining building setbacks for residential single and multi-family buildings as permitted in the RL, RM, RH, RC and MU zones the architectural side of a building is perpendicular to both the architectural front and rear. The architectural side is typically the façade without any significant architectural features found on either the front or rear of the building. (6/07)

Area: The total area circumscribed by the boundaries of a lot or parcel, except that:

1. When the legal instrument creating the property shows the boundary extending into a public street right-of-way, then for purposes of computing the lot or parcel area shall be the street right-of-way line, or if the right-of-way line cannot be determined, a line running parallel to and 30 feet from the center of the traveled portion of the street. (5/98)
2. Private access easements, and the access strips to flag-lots, shall not be included when calculating the area of a lot or parcel. (5/98)

Area [Sign]: The area of a sign shall be the entire area within any type of 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

Attached Dwellings:

Two or more dwelling units on separate properties that share a common wall for a full story that adjoins enclosed habitable space on each side. Attached dwellings shall be joined along a common wall for no less than one story for a distance of at least 10 feet. (01/02)

Automobile, Recreational Vehicle or Trailer Sales: A lot used for display, sale, or rental of new or used automobiles, recreational vehicles or trailers and where repair work is limited to minor, incidental repairs. (5/98)

Auto-oriented development: Development that is designed to accommodate customers who use automobiles to travel to the site. This type of development typically provides more than the minimum required number of parking spaces. Buildings entrances tend to emphasize providing convenient access to parking areas. Other typical characteristics are drive-through facilities, multiple driveways, and a low lot coverage percentages. (12/19)

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

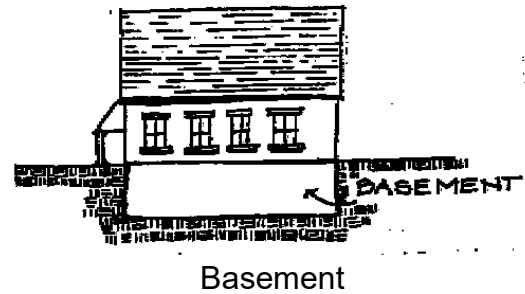


Sign Awning

Base Flood [Flood]: The flood having a one percent chance of being equaled or exceeded in any given year. (12/20)

Base Flood Elevation (BFE) [Flood]: The elevation to which floodwater is anticipated to rise during the base flood. (12/20)

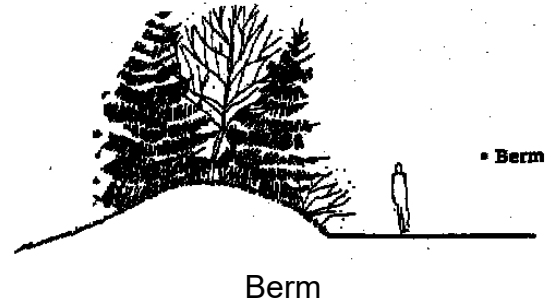
Basement: That habitable portion of a building between floor and ceiling which is all below, or partly below and partly above, grade, but so located that for all exterior walls the average vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. If such portion of a building is not a basement, then it shall be considered a story. (5/98)



Basement [Flood]: Any area of the building having its floor subgrade (below ground level) on all sides. (12/20)

Bed and Breakfast Establishment: A structure designed and occupied as a residence and in which sleeping rooms are provided on a daily or weekly basis with a morning meal provided. (5/98)

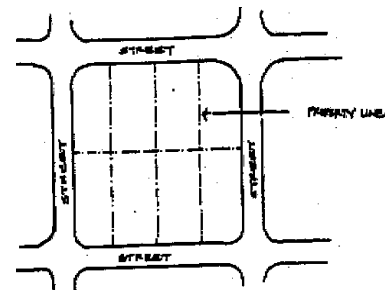
Berm: A linear mound of soil. (5/98)



Bicycle Facilities: Improvements which provide for the needs of cyclists, including bicycle paths, bicycle routes and bicycle parking. (5/98)

Biomass Facility: An electric generating facility that burns wood, agricultural products, other plant or animal waste or material solid waste as fuel to produce steam which is converted to electricity. This definition also includes a gasification, methane fermentation, or alcohol fuel production facility. (5/98)

Block: A parcel of land bounded by 3 or more through streets. (5/98)



Building: A structure having a roof and built for the support, shelter, or enclosure of persons, animals, or property of any kind. Recreational vehicles shall not be considered buildings. (5/98)

Building Coverage: The portion of a lot or parcel covered or occupied by buildings or other structures. (5/98)

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

Building Frontage [Sign]: The portion of a building face most closely in alignment with an adjacent right-of-way or fronting a parking lot. A service station may use the longest side of an overhanging canopy for building frontage. (5/98)



Building Height: The vertical distance from the average elevation of the finished grade to the highest point of the structure. By definition, building height does not include architectural and building features exempt from height restrictions. (5/98)



Building, Main: A building within which is conducted the principal use of the property. (5/98)

Building Official: An individual empowered by the City to administer and enforce the Uniform Building Code (UBC). (5/98)

Building Plane: The plane of a building wall that extended from the ground to the top of each wall of a structure. Area is determined by multiplying the length of each wall by the height. The plane does not include roof area. (12/18)

Cabana: A stationary structure with two or more walls, used in conjunction with a manufactured home to provide additional living space and meant to be moved with the manufactured home. (5/98)

Canopy Sign [Sign]: A sign hanging from a canopy or eve, at an angle to the adjacent wall. (5/98)

Carpool: A group of two or more commuters, including the driver, who share the ride to and from work or other destinations. (5/98)

Carport: A structure consisting of a roof and supports for covering a parking space and of which not more than one side shall be enclosed by a wall or storage cabinet. (5/98)



Cemetery: Land used or intended to be used for the burial of the dead, and dedicated for cemetery purposes, including a columbarium, crematory, mausoleum, or mortuary, when operated in conjunction with and within the boundary of such cemetery. (5/98)

Change of Use: A change from one type of use of a building or land to another type of use. (5/98)

Change of Use [Greenway]: Making a different use of the land than that which existed on December 6, 1975. It includes a change which requires construction, alterations of the land, water or other areas outside of existing buildings or structures and which substantially alters or affects the land or water. It does not include a change of use of a building or other structure which does not substantially alter or affect the land or water upon which it is situated. The sale of property is not in itself considered to be a change of use. An existing open storage area shall be considered to be the same as a building. Landscaping, construction of driveways, modifications of existing structures, or the construction or placement of such subsidiary structures or facilities as are usual and necessary to the use and enjoyment of existing improvements shall not be considered a change of use. (5/98)

Child Foster Home: Any home maintained by a person who has under the care of the person in such home any child under the age of 18 years not related to the person by blood or marriage and unattended by the parent or guardian for the purpose of providing such child's care, food and lodging. This use must have a current certificate of approval issued by the State of Oregon (6/99)

Church: See House of Worship. (5/98)

City: The City of Keizer, Oregon. (5/98)

Clinic: A facility operated by a group of physicians, dentists, or other licensed health practitioners on an out-patient basis and not involving overnight housing of patients. (5/98)

Club: An organization, group, or association supported by the members, the purpose of which is to render a service primarily for members and their guests, but shall not include any organization, group, or association the chief activity of which is to render a service customarily carried on as a business for profit. (5/98)

Commission: The Planning Commission of Keizer, Oregon. (5/98)

Common Open Space: An area, feature, building or other facility within a development intended for the use by the residents of the development. (5/98)

Community [Flood]: The city limits of the City of Keizer. (12/20)

Community Building: A publicly owned and operated facility used for meetings, recreation, or education. (5/98)

Comprehensive Plan: The officially adopted City of Keizer Comprehensive Plan, as amended. (5/98)

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Conditional Use: A use, which is permitted in a particular zone or elsewhere in this ordinance only after review and approval as a conditional use, including non-conforming" conditional uses. (5/98)

Condominium: A building or group of buildings, broken into separate units with each unit being separately owned, while the parcel on which the building(s) is located is held in a separate ownership. Condominiums are subject to the provisions of ORS 94.004 to 94.480, and 94.991. (5/98)

Conforming: In compliance with the regulations of the Code. (5/98)

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

Corner Lot: See "Lot, Corner." (5/98)

Council: The City Council of Keizer, Oregon. (5/98)

Critical Facility [Flood]: A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. (12/20)

Day Care Facility: An establishment or place, not a part of a public school system, in which are commonly received 3 or more children, not of common parentage, under the age of 14 years, for a period not exceeding 12 hours per day for the purpose of being given board, care, or training apart from their parents or guardians. (5/98)

Decision: The formal act by which the Community Development Director, Hearings Officer, Planning Commission or City Council makes its final disposition of a land use action. (5/98)

Demolish [Historical]: To raze, destroy, dismantle, deface or in any other manner cause partial or total destruction of a resource. (9/18)

Density: The number of dwellings units per gross acre. (5/98)

Develop: To construct or alter a structure; or, to make alterations or improvements to land for the purpose of enhancing its value. (5/98)

Development: Man-made changes to property, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations. (5/98)

Development [Flood]: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (12/20)

Dormitory: A building, under single management, where group sleeping accommodations are provided for in one room or in a series of closely associated rooms and where meals may be provided. (5/98)

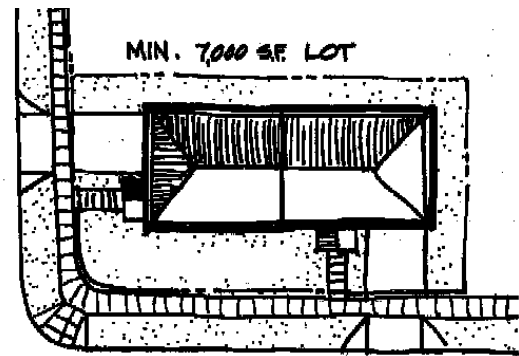
Driveway: A private way used by vehicles and pedestrians to gain access from a public access or right-of-way onto a lot or parcel of land. (5/98)

Drop Station: Vehicles or structures of less than a total of 400 square feet maintained on a lot solely to provide shelter for no more than four types of recyclable material (such as paper, tin cans, plastic and bottles) deposited by members of the public and collected at regular intervals for further transfer or processing elsewhere. (5/98)

Duplex: See: "Dwelling, Two-Family (Duplex)." (5/98)

Dwelling Unit: One or more rooms designed for occupancy by one family and not having more than one cooking facility. (5/98)

Dwelling, Multi-Family: A building on a single parcel or lot containing 3 or more dwelling units designed for occupancy by 3 or more families living independently of each other. (5/98)



Duplex

Dwelling, Single Family Detached: A detached building containing one dwelling unit designed exclusively for occupancy by 1 family. (5/98)

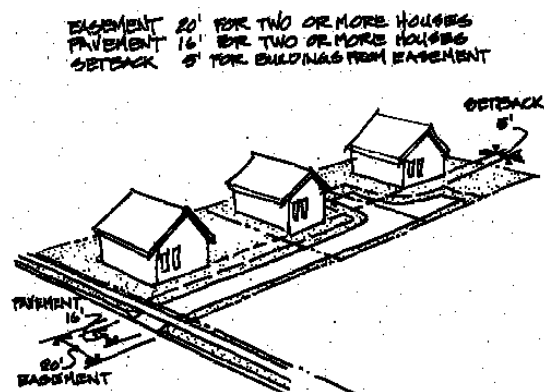
Dwelling, Townhouse: A multi-family structure so designed that each individual dwelling unit is located upon a separate lot or parcel. (5/98)

Dwelling, Two-Family (Duplex): A detached building on a single parcel or lot containing 2 dwelling units designed exclusively for occupancy by 2 families living independently of each other. (5/98)

Easement: A grant of right to use an area of land for a specific purpose. (5/98)

Employees: All persons, including proprietors, performing work on a premise. (5/98)

Encroachment [Flood]: Any obstruction in the flood plain which affects flood flows. (5/98)



Easement

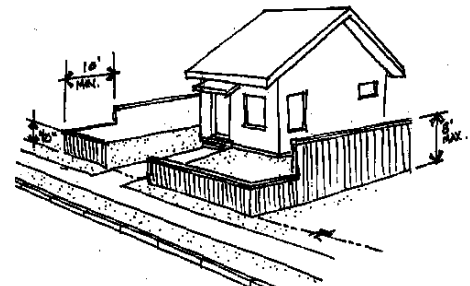
Family: An individual or two or more persons related by blood, marriage, adoption, or legal guardianship, or a group of not more than 5 unrelated individuals, living together as a single housekeeping unit. (5/98)

Family Day Care Provider: A day care provider who regularly provides child care in the family living quarters of the home of the provider. (5/98)

Farming: The use of land for purposes defined in ORS Chapter 215. (5/98)

Federal Emergency Management Agency (FEMA) [Flood]: The federal organization responsible for administering the National Flood Insurance Program. (5/98)

Fence: An unroofed barrier or an unroofed enclosing structure or obstruction constructed of any materials including but not limited to, wire, wood, cement, brick, and plastic. (5/98)



Fence, Sight Obscuring: A fence arranged or constructed to obstruct vision. (5/98)

Fill [Flood]: The placement of any material on the land for the purposes of increasing its elevation in relation to that which exists. Fill material includes, but is not limited to, the following: soil, rock, concrete, bricks, wood stumps, wood, glass, garbage, plastics, metal, etc. (5/98)

Final Decision: A decision made in accordance with, and pursuant to, the provisions of this ordinance, or decisions made by the Land Use Board of Appeals or the Courts, after the applicable appeal periods have expired. (5/98)

Finish Ground Level [Sign]: 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)

Flag Lot: See "Lot, Flag." (5/98)

Flashing Sign [Sign]: A sign any part of which pulsates or blinks on and off, except time and temperature signs and message signs allowed by conditional use. (5/98)

Flood or Flooding [Flood]:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from: (12/20)
 - (1) The overflow of inland or tidal waters. (12/20)
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source. (12/20)
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of

liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current. (12/20)

- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition. (12/20)

Flood Insurance Rate Map (FIRM) [Flood]: The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM). (12/20)

Flood Insurance Study (FIS) [Flood]: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. (12/20)

Floodplain Management [Flood]: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations. (12/20)

Floodproofing [Flood]: A combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. (12/20)

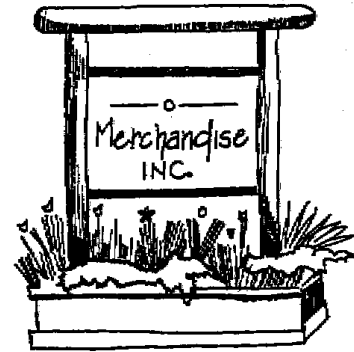
Floodway [Flood]: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway." (12/20)

Floor Area: The sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings, but not including:

1. Attic space providing headroom of less than seven feet;
2. Basement, if the floor above is less than six feet above grade;
3. Uncovered steps or fire escapes;
4. Private garages, carports, or porches;
5. Accessory water towers or cooling towers;
6. Off-street parking or loading spaces. (5/98)

Forest Use: The use of land for the production of trees; the processing of forest products; open space; water sheds; wildlife and fisheries habitat; vegetative soil stabilization; air and water quality maintenance; outdoor recreational activities or related support services; wilderness; or, livestock grazing. (5/98)

Free-Standing Sign [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)



Free-Standing Sign

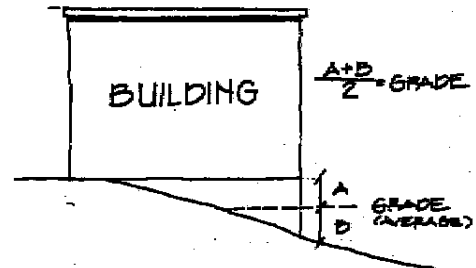
Frontage: That portion of a lot or parcel which abuts a public street. (5/98)

Front Lot Line: See "Lot Line, Front." (5/98)

Functionally Dependent Use [Flood]: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities. (12/20)

Garage: A building, or portion of a building, used for the storage or parking of a vehicle. (5/98)

Grade: The average elevation of the finished ground at the centers of all walls of a building, except that if a wall is parallel to and within five feet of a sidewalk, the sidewalk elevation opposite the center of the wall shall constitute the ground elevation. (5/98)



Grade

Group Living: Characterized by the long-term (i.e., more than 28 days) residential occupancy of a structure by a group of people who do not meet the definition of Household Living. The size of the group typically is larger than the average size of a household. Group Living structures do not include self-contained units but rather have common facilities for residents including those for dining, social and recreational and laundry. Group Living is differentiated into two subcategories based on whether residents receive personal care, training and/or treatment.

- a. Room and board facilities where no personal care, training and/or treatment is provided include examples such as dormitories, fraternities, sororities, boarding houses, monasteries and convents, residential hotels, lodging houses operated by organizations for members only, and similar uses.

- b. Long-term facilities where some level of care is provided includes examples such as hospice, nursing and personal care facilities, homes for the deaf or blind, and similar uses.

Exceptions include: (1) Lodging where tenancy may be arranged for periods less than one month is considered a hotel or motel use and is classified in the Retail Sales and Service category. However, in certain situations, lodging where tenancy may be arranged for periods less than one month may be classified as a Community Service use such as short term housing or mass shelters. (2) Facilities for people who are under judicial detainment and are under the supervision of sworn officers are included in the Detention Facilities category. (12/19)

Habitable Space: A room or space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered habitable space. (5/98)

Hearings Action: Those actions where opportunity for a public hearing of a land use action is provided by this Ordinance. (5/98)

Hearings Officer: The person(s) so designated by the Council to conduct a quasi-judicial public hearing for certain land use actions. (5/98)

Highest Adjacent Grade [Flood]: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. (12/20)

Historic Structure: Any structure that is: (9/18)

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (9/18)
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (9/18)
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or (9/18)
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (9/18)
 - a. By an approved state program as determined by the Secretary of the Interior or (9/18)
 - b. Directly by the Secretary of the Interior in states without approved programs. (9/18)

Home Occupation: A business or professional activity engaged in by a resident of a dwelling unit as a secondary use of the residence, and in conformance with the provisions of the Ordinance. Such term does not include the lease or rental of a dwelling unit, the rental of guest rooms on the same premises, or the operation of a day care facility. (5/98)

Hotel: Any building in which lodging is provided to guests for compensation and in which no provision is made for cooking in individual rooms. (5/98)

Household Living: Characterized by the occupancy of a residential dwelling unit by a household. Tenancy is arranged on a month-to-month basis or for a longer period. Uses where tenancy may be arranged for a shorter period (i.e., less than one month) are not considered residential; they are considered to be a form of transient lodging (Retail Sales And Service and Community Service use categories). Apartment complexes that have accessory services such as food service, dining rooms, and housekeeping are included as Household Living, as are Single Room Occupancy housing (SROs) when at least two thirds of the units are rented on a monthly basis and meals are prepared by the residents.

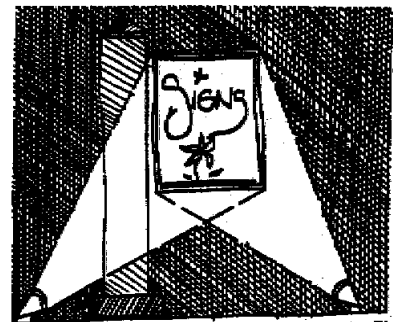
Examples include living in houses, duplexes, apartments, condominiums, retirement center apartments, manufactured housing, houseboats, other structures with self-contained dwelling units, and SROs depending on the number of units rented on a monthly basis and meal preparation.

Exceptions include: (1) Lodging in a dwelling unit or SRO where less than two thirds of the units are rented on a monthly basis is considered a hotel or motel use and is classified in the Retail Sales And Service category. (2) SROs that contain programs which include common dining are classified as Group Living. (3) Guest houses that contain kitchen facilities are prohibited as accessory to Household Living uses. (4) In certain situations, lodging where tenancy may be arranged for periods less than one month may be classified as a Community Service use, such as short term housing or mass shelter. (12/19)

House of Worship: A church, synagogue, temple, mosque, or other permanently located building primarily used for religious worship. A house of worship may also include accessory buildings for related religious activities and a residence. (5/98)

Incidental Signs [Sign]: A sign which 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 [Sign]: A source of illumination directed toward such sign so that the beam of light falls upon the exterior surface of the sign. (5/98)



Indirect Illumination

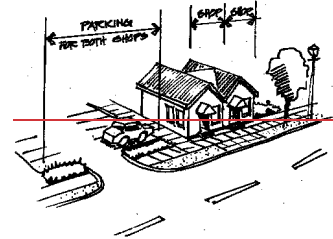
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~~**Infill Development:** Residential infill development is development at densities allowed under existing zoning on vacant, or partially used land. Infill development occurs on lands which may have been by-passed in the urbanization process or which may have a use that could be or has been removed. (01/02)~~

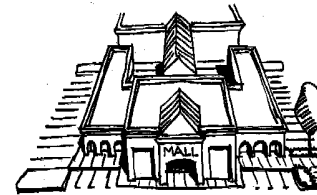
Infill Development Parcel:

~~Any parcel that meets the criteria for an infill development parcel specified in Section 2.316.03. (01/02)~~

Integrated Business Center [Sign]: 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)

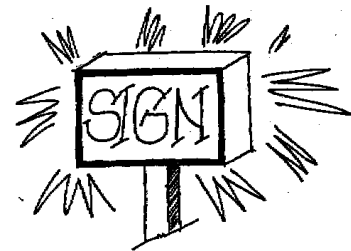


Integrated Business Center - Small



Integrated Business Center - Large

Intensification [Greenway]: Any additions which increase or expand the area or amount of an existing use, or the level of activity. Remodeling of the exterior of a structure not excluded below is an intensification when it will substantially alter the appearance of the structure. Maintenance and repair usual and necessary for the continuance of an existing use is not an intensification of use. Reasonable emergency procedures necessary for the safety or the protection of property are not an intensification of use. Residential use of lands within the Greenway includes the practices and activities customarily related to the use and enjoyment of one's home. Landscaping, construction of driveways, modification of existing structures, or construction or placement of such subsidiary structures or facilities adjacent to the residence as are usual and necessary to such use and enjoyment shall not be considered an intensification for the purpose of this Goal. Seasonal increases in gravel operations shall not be considered an intensification of use. (5/98)



Internal Illumination

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

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



Joint Use Sign

Junk: The term "junk" regardless of value, includes but is not be limited to, any derelict, neglected, or wrecked motor vehicle or parts thereof, glass, paper, waste tire, waste or discarded material, or any of the following old items: machinery or parts thereof, used

fixtures, metal, lumber, or wood. For the purposes of this definition the following meanings apply:

1. "Derelict vehicle" means any used motor vehicle without a valid vehicle license or with an expired license. (5/98)
2. "Neglected Vehicle" means a motor vehicle that is missing its engine or transmission, but has all of its body parts intact, including fenders, hood, trunk, glass, and tires. (5/98)
3. "Fixture" means any item that is designed to be used indoors or otherwise protected from the elements. This includes, but is not limited to upholstered furniture, and heating, plumbing, and electrical fixtures. (5/98)
4. "Waste tire" means a tire that is not longer suitable for its original intended purpose because of wear, damage, or defect. (5/98)
5. "Wrecked vehicle" means a motor vehicle that is dismantled, or partially dismantled, or having a broken or missing window or windshield, or lacking a wheel or tire. (5/98)

Junk Yard: The use of more than 200 square feet of the area of any lot for the storage of salvage materials, including scrap metals or other scrap materials, or for the dismantling or "wrecking" of automobiles or other vehicles or machinery, whether or not such uses are conducted as a business for profit or otherwise. (5/98)

Kennel: Any lot or premises on which four or more dogs and/or cats over the age of four months are kept for sale, lease, boarding, or training. (5/98)

Land Division: Any partition or subdivision of a lot or parcel. (5/98)

Land Use Action: An amendment to the City of Keizer Comprehensive Plan or this Ordinance, or a decision on a zone change, variance, conditional use, partitioning or subdivision, or administrative permits, including appeals from any of the foregoing decisions. Issuance of a building permit is not a land use action. (5/98)

Landscaped: Areas primarily devoted to the planting and preservation of trees, shrubs, lawn and other organic ground cover, together with other natural or artificial supplements such as watercourses, ponds, fountains, decorative lighting, benches, arbors, gazebos, bridges, rock or stone arrangements, pathways sculpture, trellises, and screens. (5/98)

Legislative Action: A land use action involving amendments to the Comprehensive Plan, the text of this Ordinance, or an amendment to the Comprehensive Plan map or Zoning map involving more than 5 separate property ownerships. (5/98)

Letter of Map Change (LOMC) [Flood]: Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs: (12/20)

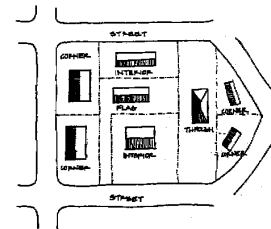
1. **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood. (12/20)
2. **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. (12/20)
3. **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway. (12/20)
4. **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area. (12/20)
5. **Letter of Map Revision (LOMR):** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report. (12/20)
6. **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. (12/20)
7. **PMR:** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area. (12/20)

Livestock: Domestic animals of types customarily raised or kept on farms for profit or food. (5/98)

Loading Space: An off-street space or berth on the same lot with a building, or group of buildings, used for the parking of a vehicle while loading or unloading merchandise, materials or passengers. Loading space excludes fire lanes, as they are not considered useable space for loading and unloading. (5/98)

Lot: A unit of land created by a subdivision as defined in ORS 92.010 in compliance with all applicable zoning, subdivision ordinances; or created by deed or land sales contract if there were no applicable zoning, subdivision or partitioning ordinances, exclusive of units of land created solely to establish a separate tax account. Such lots may consist of:

1. Single lot of record;
2. Portion of a lot of record; or
3. Combination of complete lots of record and portions of lots of record. (5/98)



Lot Types

Lot Area: The total area of a lot, measured in a horizontal plane within the lot boundary lines, and exclusive of public and private roads and easements of access to other property. For flag-shaped lots, the access strip shall not be included in lot area for the purposes of minimum lot area requirements of this Ordinance. (5/98)

Lot, Corner: A lot abutting on two intersecting streets, other than an alley or private access easement, where the angle of intersecting streets is no greater than 135 degrees. (5/98)

Lot Coverage: Area covered by buildings and by roofed but unenclosed structures, whether or not attached to buildings. Covered structures less than five feet in height and having less than 20 square feet of gross floor area shall not be included in calculating lot coverage. (12/19)

Lot Depth: The horizontal distance measured from the midpoint of the front lot line to the midpoint of the rear lot line. (5/98)

Lot, Flag: A lot or parcel of land with access by a relatively narrow strip of land between the major portion of the parcel and the point of public access to the parcel, all of which is in the same ownership. (5/98)

Lot, Frontage: The distance between the two side lot lines measured at the minimum front setback line, parallel to the street line. (5/98)

Lot, Interior: A lot other than a corner lot. (5/98)

Lot Line, Front:

A lot line abutting a public street, private street, or access easement. In the case of a corner lot, through lot or a lot where vehicular access is provided off an alley and there is no frontage on a public or private street, the front line is based on the structure's orientation and at least two of the following factors:

- a. Location of the front door;
- b. Location of the driveway (when accessed off a public or access easement); and/or
- c. Legal street address.

For flag lots and lots with access from an easement, the Zoning Administrator shall have the authority to designate another line as the front lot line in which case it shall be clearly noted on the final plat. (01/02)

Lot Line, Rear: A property line which is opposite and most distant from the front lot line. In the case of an irregular, triangular or other shaped lot, a line ten (10) feet in length within the lot, parallel to and at a maximum distance from the front line. (5/98)

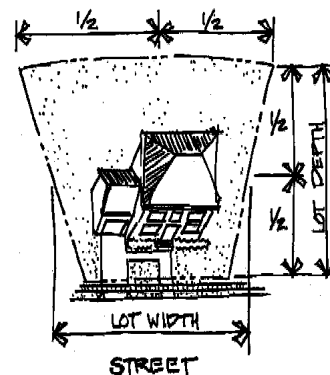
Lot Line, Side: Any property line which is not a front or rear lot line. (5/98)

Lot of Record: A lawfully created lot or parcel established by plat, deed, or contract as duly recorded in Marion County property records. (5/98)

Lot, Through: An interior lot having frontage on two streets. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. (6/07)

Lot Width: The average horizontal distance between the side lot lines, ordinarily measured parallel to the front lot line. (5/98)

Lowest Floor [Flood]: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance. (5/98)



Lot Width and Depth

Main Entrance: The principle building entrance intended for the use by the general public, employees or residences. A main entrance door may not be a door that is locked during normal business hours. This entrance is designated the address bearing entrance for the purpose of Emergency Responders. (5/98)

Major Public Improvement [Historical]: The expenditure of public funds or the grant of permission by a public body to undertake change in the physical character of property on a resource site, except for the repair or maintenance of existing public improvements. (9/18)

Manufactured Home: A home, a structure with a Department of Housing and Urban Development label certifying that the structure is constructed in accordance with the National Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.), as amended August 22, 1981 and constructed after June 15, 1976. (5/98)

Manufactured Dwelling [Flood]: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.

The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home". (12/20)

Manufactured Dwelling Park or Subdivision [Flood]: A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale. (12/20)

Manufactured Home Park: Any place where four or more manufactured homes are located within 500 feet of one another on property under the same ownership, the primary purpose of which is to rent or lease space to any person, or, to offer space free in connection with securing the trade or patronage of such person. A person shall not construct a new manufactured home park or add lots to an existing manufactured home park without approval by the Department of Commerce. "Manufactured home park" does not include a lot or lots located within a subdivision being rented or leased for occupancy by no more than one manufactured home per lot if the subdivision was approved pursuant to this Ordinance. (5/98)

Marijuana Grow Site: A Marijuana Grow Site that is registered by the Oregon Health Authority Under ORS 475.304 or applicable state law at a specific location used by a grower to produce marijuana for medical use by specific qualifying patients. (10/14)

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

Marijuana Producer: A Marijuana Producer means a person who produces marijuana in this state and is licensed by the Oregon Liquor Control Commission under applicable state law. (1/16)

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 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. (9/16)

Modular or Prefabricated Home: A dwelling unit whose components are assembled and brought to the site and erected. The dwelling unit is intended and designed to be placed upon a permanent foundation and substantial construction is needed before it is complete and ready for permanent occupancy. Modular or prefabricated homes are regulated by the Uniform Building Code (UBC). (5/98)

Motel: A building or group of buildings on the same lot containing rooms designed for lodging, with or without cooking facilities, which are available for rent and in which each lodging unit has a separate entrance from the building exterior. The term includes auto courts, tourist courts, tourist homes, and motor lodges. (5/98)



Multi-Faced Sign

Multi-faced Sign [Sign]: A sign which has 2 or more identical sign faces, contained in a single sign structure. (5/98)

Multi-family Dwelling [Sign]: A residential structure or complex of structures which include 3 or more separate dwelling units, whether rented or owned by the occupants. (5/98)

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

Natural Register Resource: Buildings, structures, object, sites, or districts listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966 (PL 89-665; 16 U.S.C. 470). (9/18)

Neighborhood Activity Center: A use, or combination of uses, which is a common destination or focal point for community activities, including primary and secondary schools, neighborhood parks and playgrounds and shopping centers. (5/98)

Neighborhood Association: An association recognized by the City Council as being a Neighborhood Association in accordance with the Neighborhood Association Ordinance. (5/98)

New Construction: Structures for which construction was initiated on or after the effective date of this Ordinance. (5/98)

New Construction [Flood]: Structure(s) for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the City of Keizer and includes any subsequent improvements to such structures. (12/20)

Nonconforming Sign [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)

Non-Conforming Structure or Use: A lawfully existing structure or use at the time this Ordinance, or any amendments, becomes effective, which does not conform to the requirements of the zone in which it is located. (5/98)

Notification Area: An area bounded by a line, parallel to the boundary of a subject lot. As used in this section "subject lot" includes not only the lot that is the subject of the proceeding for which notice is required, but also includes any contiguous lot in which any applicant or owner of the subject lot has either sole, joint, or common ownership, or an option to purchase, in whatever form. In the event that the application does not apply to the entire lot, the boundary of the notification area shall be measured from the lot line, not the boundary of the portion of the lot. (5/98)

Notification List: A certified list prepared by a Title Company, the Marion County Assessor's Office or the City which includes the names and addresses of all property owners within the notification area as shown in the County Assessor's records. (5/98)

Nudity or nude [Adult]: Being devoid of an opaque material covering the human genitals, pubic region, buttocks, and female breasts below a point immediately above the top of the areola and where such opaque material does not simulate the organ covered. (5/98)

Nursing Home: A home, place or institution which operates and maintains facilities providing convalescent and/or nursing care for period exceeding 24 hours. Convalescent care may include, but is not limited to, the procedures commonly employed in the nursing and caring for the aged and includes rest homes and convalescent homes, but does not include a boarding home for the aged, a retirement home, hotel, hospital, or a chiropractic facility licensed under ORS. (5/98)

Official Zoning Map: The map which indicates the zones in the City of Keizer. (5/98)

Original Jurisdiction: The authority and responsibility for rendering the first decision in a land use proceeding. (5/98)

Owner: The owner of record of real property as shown on the latest tax rolls or deed records of the county, or a person who is purchasing a parcel or property under written contract. (5/98)

Owner [Sign]: 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)

Parcel: A unit of land that is created by a partitioning of land. (5/98)

Parking Lot or Area: An open area, building or structure, other than a street or alley, used for the parking of automobiles and other motor vehicles and available for use by persons patronizing a particular building, establishment or area. (5/98)

Parking Space: A designated space in a parking lot or area for the parking of one motor vehicle. (5/98)

Partial Harvesting of Timber [Greenway]: A timber harvest that leaves at least 25 percent of the trees at least 6 inches DBH standing beyond the vegetative fringe. (5/98)

Partition: To divide an area or tract of land into two or three parcels within a calendar year when such area or tract of land exists as a unit or contiguous units of land under single ownership at the beginning of such year. "Partition" does not include:

1. Divisions of land resulting from lien foreclosures, divisions of land resulting from contracts for the sale of real property, and divisions of land resulting from the creation of cemetery lots; or,
2. Any adjustment of a lot line by the relocation of a common boundary where an additional parcel is not created and where the existing parcel reduced in size by the adjustment is not reduced below the minimum lot size established by any applicable zoning ordinance; or,
3. A sale or grant by a person to a public agency or public body for state highway, county road, or other right-of-way purposes provided that such road or right-of-way complies with the applicable comprehensive plan and ORS 215.213 (2)(q) to (s) and 215.283 (2)(p) to (r). (5/98)

Pedestrian Circulation System: Pedestrian connection(s) between building entrance(s) of the proposed development and adjacent street(s), the parking area, and the existing or future development on adjacent properties. (5/98)

Pedestrian Facilities: Improvements which provide for public pedestrian foot traffic including sidewalks, walkways, crosswalks and other improvements, such as lighting or benches, which provide safe, convenient and attractive walking conditions. (5/98)

Pedestrian Scale Lighting: Light standards or placement no greater than 14 feet in height located along walkways. (5/98)

Permit (noun): Any action granting permission to do an act or to engage in activity where such permission is required by this Ordinance. (5/98)

Permitted Use: Those uses permitted in a zone that are allowed without obtaining a conditional use permit. (5/98)

Person: Every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit. (5/98)

Pet: A domestic animal customarily kept, and cared for, by the occupants of a dwelling for personal pleasure, and which are not raised for food, fur, or monetary gain. Typically, dogs, cats, birds and other small mammals and reptiles, but not including fowl, herd animals, pigs, goats or horses of any type or breed. (5/98)

Place of Public Assembly: Structure or place where 50 or more people gather which the public may enter for such purposes as deliberation, education, worship, shopping, entertainment, amusement, awaiting transportation or similar activity. (5/98)

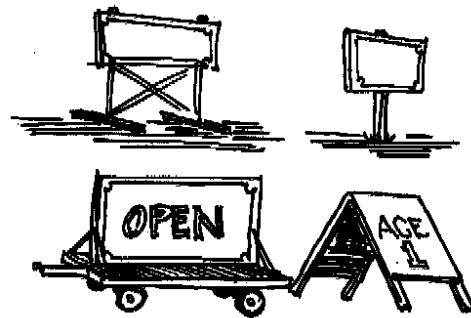
Plan Map: An officially adopted map of the City, including urban growth boundary, showing land use designations identified in the Comprehensive Plan. (5/98)

Planned Unit Development: A type of development of a site which, as a single project, is based on a design which incorporates all elements of land, structures and uses in conformance with the applicable standards of this Ordinance. (5/98)

Planning Commission: The Planning Commission of Keizer, Oregon. (5/98)

Plat: The final map which is a diagram, drawing, re-plat or other writing containing all the descriptions, locations, specifications, dedications, provisions, and information concerning a subdivision or partition. (5/98)

Portable Sign [Sign]: Any sign that is not originally designed to be permanently affixed to a building, structure, or the ground. A sign originally designed, regardless of its current modification, to be moved from place to place. These signs primarily include, but are not limited to, A-frame or sandwich board signs, signs attached to wood or metal frames and designed to be self supporting and movable, and also including trailer reader boards. Portable signs are not to be considered temporary signs as defined and used in this chapter. (5/98)



Portable Signs

City Council Draft – 5-17-21 mtg

Primary Building Façade:

Primary building façade means the side of a building that faces the street and has a main pedestrian entrance from the street. (01/02)

Professional Office: An office occupied by an accountant, architect, attorney-at-law, engineer, surveyor, city or regional planner, insurance agent, real estate broker, landscape architect, or practitioner of the human healing arts, or other professional business similar in type, scale and character. (5/98)

Property Line Adjustment: The realignment of a common boundary between two or more abutting lots or parcels which does not involve the creation of a new lot or parcel. (6/16)

Projecting Signs [Sign]: A sign the face of which is not parallel to the wall on which it is mounted, projecting more than 12 inches from a structure. (5/98)



Projecting Sign

Public Facilities and Services: Projects, activities, and facilities which are necessary for the public health, safety, and welfare. These may include, but are not limited to, water, gas, sanitary sewer, storm sewer, electricity, telephone and wire communication service, and cable television service lines, mains, pumping stations, reservoirs, poles, underground transmission facilities, substations, and related physical facilities which do not include buildings regularly occupied by employees, parking areas, or vehicle, equipment or material storage areas. (5/98)

Quasi-Judicial Review: A decision affecting land use within the City which requires the interpretation and/or amendment of existing standards or maps contained in this Ordinance. (5/98)

Ramada: A stationary structure having a roof extending over a manufactured home, which may also extend over a patio or parking space and is used principally for protection from the elements. (5/98)

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

Rear Lot Line: See "Lot Line, Rear." (5/98)

Recreational Vehicle [RV Park]: A unit, with or without motive power, which is designed for human occupancy and intended to be used for recreational or temporary living purposes. (5/98)

Recreational vehicle includes:

1. **Camping Trailer:** A non-motorized vehicle unit mounted on wheels and constructed with sides that can be collapsed when the unit is towed by another vehicle. (5/98)

2. Motor Home: A vehicular unit built on or permanently attached to a motorized vehicle chassis cab or van which is an integral part of the complete vehicle. (5/98)
3. Travel Trailer: A vehicular unit without motive power which has a roof, floor, and sides and is mounted on wheels and designed to be towed by a motorized vehicle, but which is not of such size or weight as to require special highway movement permits. (5/98)
4. Truck Camper: A portable unit which has a roof, floor, and sides and is designed to be loaded onto and unloaded out of the bed of a truck or pick-up truck. (5/98)
5. Boat, licensed or unlicensed, including trailer. (5/98)
6. All-terrain vehicle (ATV). (5/98)

Recreational Vehicle [Flood]: A vehicle which is:

1. Built on a single chassis; (12/20)
2. 400 square feet or less when measured at the largest horizontal projection; (12/20)
3. Designed to be self-propelled or permanently towable by a light duty truck; and (12/20)
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. (12/20)

Recreational Vehicle Park [RV Park]: Any area operated and maintained for the purposes of providing space for overnight use by recreational vehicles. (5/98)

Recreational Vehicle Space [RV Park]: The area under a parked and occupied recreational vehicle. (5/98)

Recycling Depot: A area used for the collection, sorting, and temporary storage of non-putrescible waste and discarded materials which are taken elsewhere to be re-used or recycled. This definition does not include drop stations. (5/98)

Repair: The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The word "repair" or "repairs" shall not include structural changes. (5/98)

Residential Facility: A facility licensed by or under the authority of the Department of Human Resources under ORS 443.400 to 443.460 which provides residential care alone or in conjunction with treatment or training or a combination thereof for six to fifteen individuals who need not be related. Staff persons required to meet Department of Human Resources licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to and resident of the residential facility. (5/98)

Residential Home: A home licensed by or under the authority of the Department of Human Resources under ORS 443.400 to 443.825 which provides residential care alone or in conjunction with treatment or training or a combination thereof for five or

fewer individuals who need not be related. Staff persons required to meet Department of Human Resources licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential facility. (5/98)

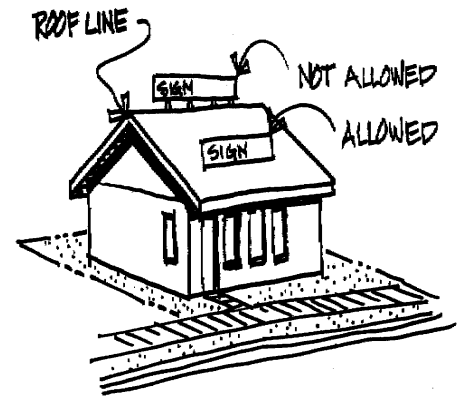
Resource [Historical]: A site, object, building, or structure designated by the Council under Section 2.127.04. (9/18)

Retail Trade: The process of selling to the consumer for direct consumption and not for resale. (5/98)

Right-of-Way: The full length and width of a public street or way, planned or constructed. (5/98)

Roof Line [Sign]: 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. (5/98)

Roof Sign [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)



Roof Line & Roof Sign

Rooming and Boarding House: A residential building or portion thereof with guest rooms, providing lodging, or lodging and meals, for 3 or more persons for compensation. (5/98)

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

School, Elementary, Middle School, or High School: An institution, public or parochial, offering instruction in the several branches of learning and study, in accordance with the rules and regulations of the State Department of Education. (5/98)

School, Trade or Commercial: A building where the instruction is given to pupils for a fee, which fee is the principal reason for the existence of the school. (5/98)

Scrap and Waste Materials Establishment: An business that is maintained, operated or used for storing, keeping, buying or selling old or scrap copper; brass, rope, rags, batteries, paper, rubber, or debris; waste or junked, dismantled, wrecked, scrapped, or ruined motor vehicles or motor vehicle parts (except wrecking yards), iron, steel, or other old scrap metal or non-metal materials. Scrap and waste materials establishments does not include drop stations, solid waste transfer stations, or recycling depot. (5/98)

Semi-Public Use: A structure or use intended for a public purpose by a non-profit organization. (5/98)

Serial additions, alterations or expansions: Two or more additions, alterations or expansions to the existing building gross floor area and/or impervious surface area within a 3-year time period. (12/03)

Service Station: A site and associated buildings designed for the supplying of motor fuel, oil, lubrication and accessories to motor vehicles, but excluding major repair and overhaul. "Major repair and overhaul", as used in this definition, shall be considered to include such activities at painting, bodywork, steam cleaning, tire recapping, and major engine or transmission overhaul or repair involving the removal of a cylinder head or crankcase. (5/98)

Setback: The distance between a specified lot line and the foundation or exterior wall of a building or structure. (5/98)

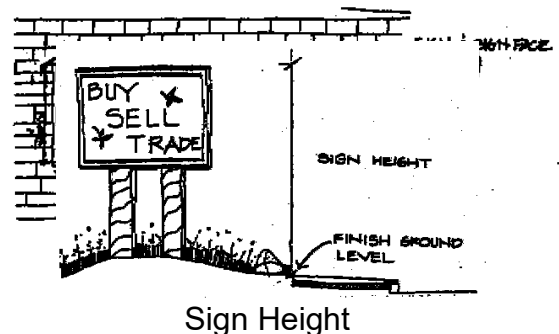
Shallow Flooding Area [Flood]: A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. (12/20)

Side Lot Line: See "Lot Line, Side." (5/98)

Sign [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]: Surface of a sign containing the message. The sign face shall be measured as set forth in Section 15.10(2). (5/98)

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

Site, Development, or Complex: A group of structures or other development that is functionally or conceptually integrated, regardless of the ownership pattern of the development or underlying land. (5/98)

Solid Waste Transfer Station: A fixed or mobile facility, used as an adjunct to collection vehicle(s), resource recovery facility, disposal site between the collection of the waste/solid waste and disposal site, including but not limited to, another vehicle, a concrete slab, pit, building, hopper, railroad gondola or barge. The term does not include a self-propelled compactor type solid waste collection vehicle into which scooters, pick-ups, small packers or other satellite collection vehicles dump collected solid waste for transport to a transfer, disposal, landfill or resource recovery site or facility. (5/98)

Space, Manufactured Home: An area or lot reserved exclusively for the use of a manufactured home occupant. This definition excludes individual lots within a subdivision. (5/98)

Special Flood Hazard Area [Flood]: The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR “Special flood hazard area” is synonymous in meaning and definition with the phrase “area of special flood hazard”. (12/20)

Special Permitted Use: A use which is a permitted use in a particular zone subject to compliance with the applicable standards of Section 2.400. (5/98)

Specified sexual activities [Adult]: Real or simulated acts of sexual intercourse, human/animal sexual intercourse, masturbation, sadomasochistic abuse, sodomy or the exhibition of human organs in a simulated state, or the characterization thereof in a printed or visual form, or fondling or other erotic touching of human genitals, pubic region, buttocks, or female breasts. (5/98)

Standard Industrial Classification (SIC): The document so entitled, published in 1987 by the Office Management and Budget, and used in this Ordinance to identify land uses. (5/98)

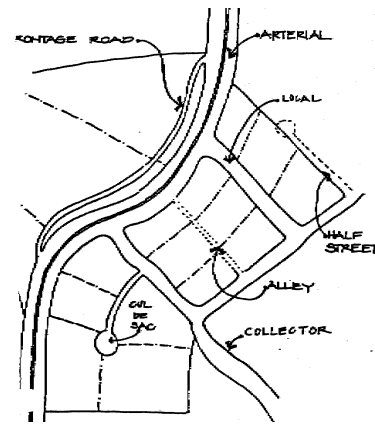
Start of Construction: The actual start of construction, repair, reconstruction, placement or other improvement. (5/98)

Start of Construction [Flood]: Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the

actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (12/20)

Story: That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the top-most story shall be that portion of a building included between the upper surface of the top-most floor and the ceiling or roof above. Any basement, as defined herein, that is habitable shall be deemed a story for the purpose of administering all fire, life, safety codes including the Uniform Fire Code. (5/98)

Street: The entire width between the boundary lines of every way of travel which provides for ingress and egress for vehicular and pedestrian traffic and the placement of utilities to one or more lots, parcels, areas, or tracts of land. Streets shall follow the locally adopted street designations. A private way created to provide ingress and egress to land in conjunction with the use of such land for forestry, mining, or agricultural purposes is excluded from this definition. (5/98)



Street Types

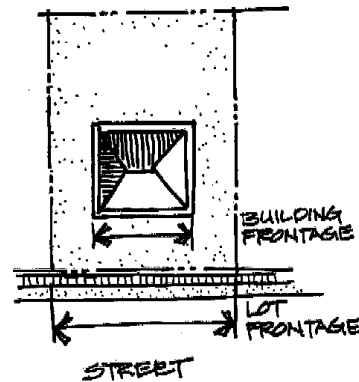
1. **Alley:** A narrow street through a block used primarily for access by service vehicles to the back or side of properties fronting on another street. (5/98)
2. **Arterial:** A street of considerable continuity which is used primarily for through traffic and interconnection between major areas of the City. (5/98)
3. **Collector:** A street supplementary to the arterial street system, used partly by through traffic and partly for access to abutting properties. (5/98)
4. **Cul-de-sac (dead-end):** A short street with one end open to traffic and the other terminated by a vehicle turn-around. (5/98)
5. **Half Street:** A portion of the width of a street, usually along the edge of a subdivision, where the remaining portion of the street could be provided in another subdivision of development. (5/98)
6. **Frontage Road, Marginal Access Road:** A service road parallel and adjacent to a major arterial street providing access to abutting properties, but protected from through traffic. (5/98)
7. **Local Street:** A street intended primarily for access to abutting properties, but protected from through traffic. (5/98)

8. **Private Access Easement:** A right-of-way across private property granted by the property owner to owners of one or more lots and allowing vehicles access from a street or roadway to those lots. (5/98)

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

Structural Alteration: Any change to the supporting members of a structure, including foundation bearing walls or partitions, columns, beams or girders, or any structural change in the roof or in the exterior walls. (5/98)

Structure: That which is built or constructed, an edifice or building of any kind, or a piece of work artificially built up or composed of parts joined together in some definite manner. (5/98)



Street & Building Frontage

Structure [Flood]: A walled and roofed building, including a gas or liquid storage tank, that are principally above ground, as well as a manufactured dwelling. (12/20)

Subdivide: To divide an area or tract of land into four or more parcels within a calendar year for the purpose of transfer of ownership or building development, whether immediate or future, when such parcel exists as a unit or contiguous units under a single ownership as shown on the tax roll for the year preceding the division of property. (5/98)

Subdivision: All divisions of property which create four or more lots in a single calendar year. (5/98)

Subject Property: The lot or parcel that is the location of the proposed use or structure. (5/98)

Substantial Damage [Flood]: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. (12/20)

Substantial Improvement [Flood]: Any reconstruction, addition, rehabilitation or other improvements of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures which has incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local building code enforcement official and which are the minimum necessary to assure safe living conditions, or (12/20)
2. Any alteration of a “historic structure”, provided, the alteration will not preclude the structure's continued designation as a “historic structure”. (12/20)

Substantial or significant portion [Adult]: More than 10 percent of the total cost of the inventory of merchandise for sale in the establishment, whether at wholesale or retail, or more than 10 percent of the establishment's gross sales per month, whether wholesale or retail, or more than 10 percent of a film or video or live performance. (5/98)

Temporary Business: A business of a temporary nature authorized through a Temporary Business Permit issued by the City of Keizer. (12/03)

Temporary Sign [Sign]. A sign not permanently affixed to a structure on a property. These signs primarily include, but are not limited to, canvas, cloth, or paper banners or posters hung on a building wall or on a permanent pole such as on a free-standing sign support. (5/98)

Temporary Use: A primary, secondary, or accessory use that occurs on a lot for less than 6 months in any calendar year, or a lesser period as prescribed by this Ordinance. (5/98)

Trailer (Travel or Vacation): See Recreational Vehicle. (5/98)

Transit Facilities: Transit related improvements including, but not limited to, bus pullouts, shelters, waiting areas, information and directional signs, benches and lighting. (5/98)

Transit Route: An existing or planned route for public intra-city or intra-urban transit service in the local or regional transit plan. Transit routes do not include temporary routes or routes which are planned to be replaced or relocated in the relevant plan. Transit routes are also referred to as transit streets and transit corridors. (5/98)

Transit Stop: Improvements and facilities at selected points along transit routes for passenger pick-up, drop-off, and waiting. Facilities and improvements may include shelters, benches, pavement, sign structures and other improvements to provide security, protection from the weather and access to nearby services. (5/98)

Transit Street: All streets designated by the adopted Transportation Plan as a major or minor arterial street plus any street used as an existing bus route. (5/98)

Transmission Facility: High voltage power lines and related support structures used to convey electricity from a power generator facility to electric substations along a line or corridor. (5/98)

Transmission Towers: A single structure and related unoccupied buildings transmitting or relaying electronic signals to the surrounding area or along a communication corridor including radio and television transmitters and microwave relay station. (5/98)

Travel Trailer Parks: Recreational Vehicle Park. (5/98)

Urban Growth Boundary: An adopted boundary around the City which defines the area in which the City expects to grow, where public facilities will be extended, and where joint planning responsibilities are exercised with Marion County. (5/98)

Uniform Building Code (UBC): The code of building design and construction standards adopted by the City of Keizer. (5/98)

Use: The purpose for which land or a structure is designed, arranged or intended, or, for which it is occupied or maintained. (5/98)

Utility: See "Public Facilities and Services." (5/98)

Vanpool: A group from 5 to 15 commuters, including the driver, who share the ride to and from work or other destinations on a regularly scheduled basis. (5/98)

Variance [Flood]: A grant of relief by The City of Keizer from the terms of a flood plain management regulation. (12/20)

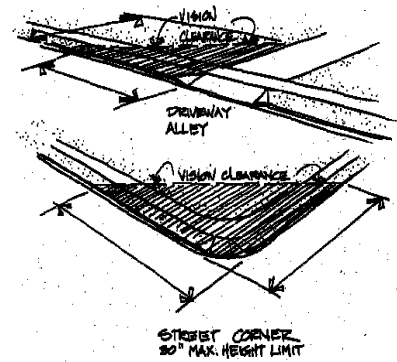
Vegetative Fringe [Greenway]: A line generally parallel with the water line at least 30 feet upland from the ordinary high water mark including riparian and other vegetation screening upland development or activity areas from visibility from the water surface in the summer months. (5/98)

Vehicle: For purpose of this Ordinance vehicle shall have the same meaning as the definition in the rules and regulations of the Oregon Department of Transportation Driver and Motor Vehicle Division. (5/98)

Veterinary Clinic: A facility designed to contain treatment and temporary care facilities for domestic animals, including both pets and farm animals, under the direction of a licensed veterinarian. (5/98)

Violation [Flood]: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided. (12/20)

Vision Clearance Area: A triangular area at the intersection of two streets, or a street and a driveway, two sides of which are lines measured from the corner intersection for a specific distance. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides. Where the lines at the intersections have rounded corners the lines will be extended in a straight line to a point of intersection. The vision clearance area shall be measured from the face of the curb and extend at right angles the designated distance in both directions along the intersection. Where there is no curb, the vision clearance area shall be measured from the edge of the pavement and extend at right angles for the appropriate distance in both directions along the intersection. (5/98)



Vision Clearance Area

Wall Sign [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 and not projecting more than 12 inches. A sign painted on an awning in which the face of the sign is approximately parallel to and within 3.5 feet of the wall shall also be considered a wall sign. (5/98)



Wall Sign

Warehouse: A place for the safekeeping of goods and materials for an industrial or commercial enterprise (also see "Mini-Storage Warehouse"). (5/98)

Water-Dependent [Greenway]: A use or activity which can be carried out only on, in or adjacent to water areas because the use requires access to the water body for water-borne transportation, recreation, energy production, or source of water. (5/98)

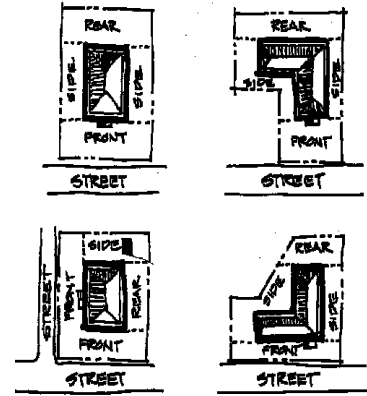
Water-Related [Greenway]: Uses which are not directly dependent upon access to a water body, but which provide goods or services that are directly associated with water-dependent land or waterway use, and which, if not located adjacent to water, would result in a public loss of quality in the goods or services offered. Except as necessary for water-dependent or water-related uses or facilities, residences, parking lots, spoil and dump sites, roads and highways, restaurants, businesses, factories and trailer parks are not generally considered dependent on or related to water location needs. (5/98)

Watercourse [Flood]: A natural or artificial channel in which a flow of water occurs either continually or intermittently in identified floodplain. (5/98)

Wholesale Trade: The bulk sale of goods for resale to a person other than the direct consumer. (5/98)

Wrecking Yard: Property used for the business of buying, selling or dealing in vehicles and parts for the purpose of wrecking, dismantling, disassembling and offering for sale a used vehicle or components, and is licensed under the laws of the State for that purpose. "Vehicles" include all means of transportation that are registered with the Department of Motor Vehicles. (5/98)

Yard, Front: A yard extending across the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and a line parallel to the nearest point of the foundation of the main building; but no structures may encroach on any easement. (12/19)



Yards

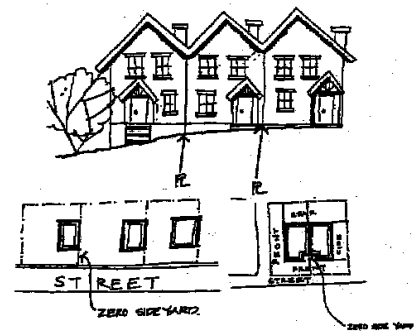
Yard, Rear: A yard extending across the full width of the lot between the most rear portion of a main building and the rear lot line; but for determining the depth of the required rear yard, it shall be measured horizontally from the nearest point of the rear lot line; or, if the rear lot line adjoins an alley, then from the centerline of the alley, toward the nearest part of the foundation of the main building; but no structures may encroach on any easement. (12/19)

Yard, Side: A yard, between the main building and side lot line, extending from the front yard, or front lot line where no front yard is required, to the rear yard. The width of the required side yard shall be measured horizontally from the nearest point of the side lot line toward the nearest part of the foundation of the main building; but no structures may encroach on any easement. (12/19)

Zero Lot Line Wall:

Zero lot line wall means any exposed building wall that is constructed along the lot line as part of a zero lot line development and is visible from the public right-of-way or access easement. This definition includes any building wall that may be part of a zero lot line development and set off the property line but closer to the property line than would normally be required by yard or setback requirements of the zone. (01/02)

Zero Side Yard Dwelling Unit: An attached or detached dwelling unit constructed contiguous to a side lot



Zero Side Yard Dwelling Unit

2.130 RIVER-CHERRY OVERLAY DISTRICT (RCOD)

2.130.01 Purpose

The purpose of the River-Cherry Overlay District (RCOD) is to implement the land use principles of the Keizer Revitalization Plan, dated November 18, 2019. The RCOD is intended to promote efficient use of land and urban services; create a mixture of land uses that encourages employment and housing options in close proximity to one another; and encourage pedestrian-oriented development. This zone is intended to be accessible to pedestrians and bicyclists, as well as people using automobiles. (12/19)

2.130.02 Boundaries of the River-Cherry Overlay District

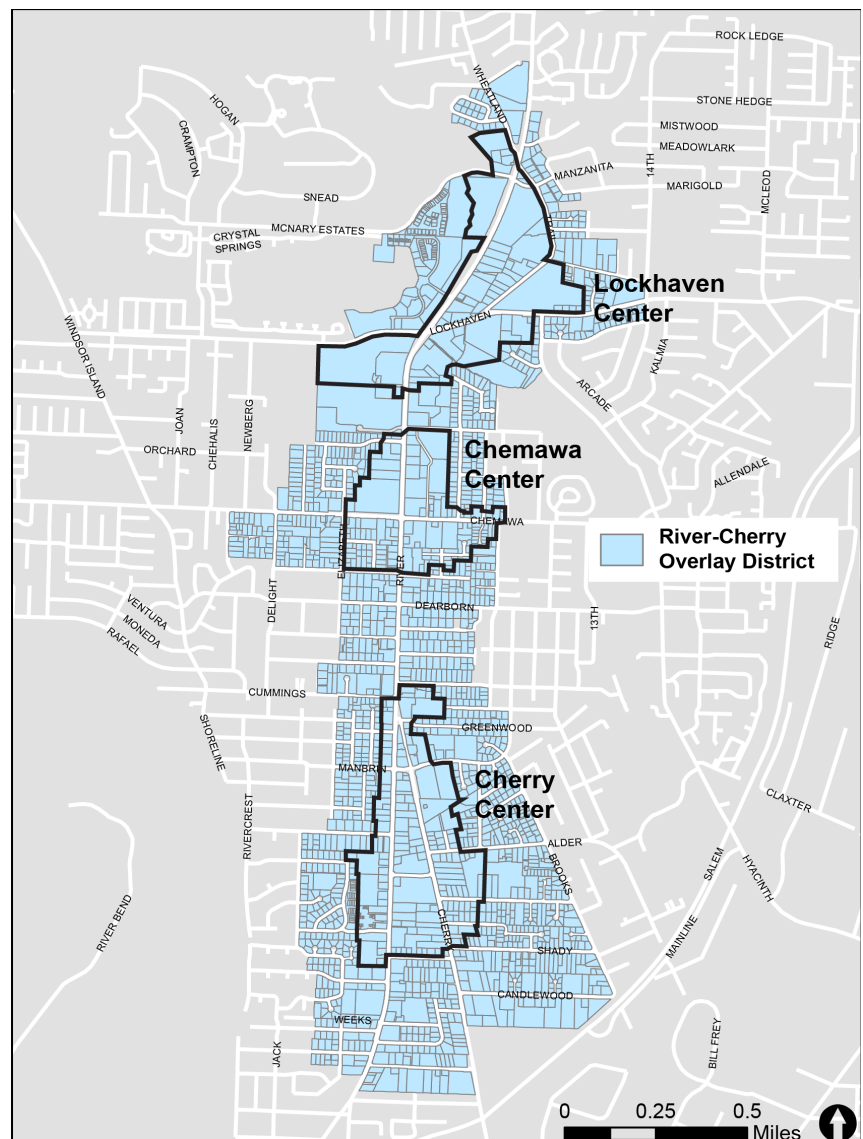
The boundaries of the RCOD, and boundaries of the three Centers sub-districts, are shown in Figure 2.130.02-1. (12/19)

Figure 2.130.02-1: River-Cherry Overlay District (RCOD)

2.130.03 Applicability

A. The provisions of this Section shall apply to all lands located within the boundaries of the RCOD illustrated in Figure 2.130.02-1. The three Centers sub-districts of the RCOD are illustrated in Figure 2.130.02-1 and are established as follows: (12/19)

1. Lockhaven Center – Extends from approximately McNary Heights Drive N at the north to Rose Park Lane NE at the south; and from approximately Lakefair Place N at the west



to Crestwood Court NE at the east. The intersection of River Road N and Lockhaven Drive N is intended to be the center of activity within Lockhaven Center. (12/19)

2. Chemawa Center – Extends from approximately Claggett Street NE at the north to James Street NE at the south; and from approximately Elizabeth Street N at the west to Bailey Road NE at the east. The intersection of River Road N and Chemawa Road N is intended to be the center of activity within Chemawa Center. (12/19)
3. Cherry Center – Extends from approximately Dietz Avenue NE at the north to Bever Drive NE at the south; and from approximately 3rd Avenue N at the west to Partridge Lane NE at the east. The intersection of River Road N and Cherry Avenue NE and Sam Orcutt Way is intended to be the center of activity within Cherry Center. (12/19)

B. The provisions of the RCOD shall apply as follows.

1. They shall apply to all new construction or major renovation, where “major renovation” is defined as construction valued at 25% or more of the assessed value of the existing structure and parcel of land on which it is located, unless otherwise specified by the provisions in this Section, and with the following exceptions. (12/19)
 - a. Interior remodels which do not change the exterior of the building or increase its floor area or building footprint. (12/19)
 - b. Replacement of equipment needed to operate an existing use, such as but not limited to commercial kitchen equipment, HVAC equipment, plumbing or electrical fixtures. (12/19)
 - c. Maintenance required to maintain the structural integrity of the building such as but not limited to replacement of a roof. (12/19)
2. Applications for new construction or major renovation in the RCOD are subject to City review as provided in KDC Section 3.101, and to the standards and guidelines in Sections 2.130.04 through 2.130.10. (12/19)

C. The RCOD replaces selected development standards in the underlying zoning districts, as set forth in Section 2.130.05. (12/19)

2.130.04 Uses**A. Permitted Uses**

1. The uses in Table 2.130.04-1 are permitted in the Mixed Use (MU) zone within the RCOD. All other zones remain unchanged. (12/19)
2. Uses that are identified as permitted in the MU zone (Section 2.107.02 through 2.107.04) are permitted in the MU zone within the RCOD, EXCLUDING commercial parking lots that are surface lots. (12/19)
3. Uses that are not listed in Table 2.130.04-1 and that the Zoning Administrator determines to be similar to the uses in Table 2.130.04-1 or consistent with the RCOD Purpose statement (Section 2.130.01) are permitted. (12/19)

Table 2.130.04-1: Uses Permitted in the RCOD (12/19)

Use Category	Permitted P = Permitted outright S = Permitted subject to Special Use provisions C = Permitted conditionally	Notes
Residential		
Household Living	P/S	Such as buildings with one or more dwelling units. Special Use provisions apply to shared housing facilities (Sections 2.403 and 2.130.05.C), zero side yard dwelling units (Section 2.404), cottage clusters (Section 2.432), and home occupations (Section 2.407).
Group living	P/S	Such as residential homes and facilities. Special Use provisions apply to nursing and personal care facilities (Section 2.431).
Commercial		
Commercial Lodging	P/S	Such as hotels and motels. Special Use provisions apply to bed and breakfast establishments (Section 2.408).
Commercial Recreation and Entertainment	P	Such as athletic clubs and movie theaters.

Use Category	Permitted P = Permitted outright S = Permitted subject to Special Use provisions C = Permitted conditionally	Notes
Commercial Parking	P	Only parking structures.
Day Care Facility	P	
Durable Goods Sales	P	Such as home improvement, home furnishing, and appliance stores.
Eating and Drinking Establishments	P	
Health Care Offices	P	
Marijuana Facilities	S	Such as medical marijuana facilities and marijuana retailers. Special Use provisions apply (Section 2.433).
Offices	P/S	Such as finance, legal, and other professional businesses. Special use provisions apply to veterinary services (Section 2.414)
Retail Sales and Services	P/S	Such as food, apparel, hardware, and auto supply stores. Special Use provisions apply to used merchandise stores (Section 2.417), mobile food vendors (Section 2.434), funeral services (Section 2.415), and adult entertainment businesses (Section 2.418). Additional development standards apply to auto-oriented sales and services in RCOD Centers (Section 2.130.09(B)(4)).
Quick Vehicle Servicing	C	Such as gasoline service stations. Service stations consistent with Section 2.110.04.C are Conditional Uses. Additional development standards apply to auto-oriented services in RCOD Centers (Section 2.130.09(B)(4)).

Use Category	Permitted P = Permitted outright S = Permitted subject to Special Use provisions C = Permitted conditionally	Notes
Industrial		
Light Manufacturing	C	Craft industries are Conditional Uses subject to the provisions in Section 2.421.
Institutional		
Assembly Facilities	P/S	Such as social and civic organizations. Special Use provisions apply to places of worship (Section 2.423).
Community Services	P	Such as public administration buildings.
Educational and Research Facilities	P	Such as schools, vocational schools, educational services, and laboratories.
Medical Centers	P	Such as clusters of health care offices, surgicenters or day surgery facilities (not a hospital).
Infrastructure/Utilities		
Parks and Open Space	P	Such as parks, plazas, playgrounds, and community clubs.
Public Safety Facilities	P/C	Such as police stations. Fire and ambulance stations are Conditional Uses subject to general Conditional Use criteria in Section 3.103.03.
Public Utility Structures	P/S	Such as substations. Special Use provisions apply to electrical substation (Section 2.426).

Use Category	Permitted P = Permitted outright S = Permitted subject to Special Use provisions C = Permitted conditionally	Notes
Transportation Facilities	S/C	Special Use provisions apply to transit facilities (stops) (Section 2.305). Transit stations (centers) are Conditional Uses subject to the provisions in Section 2.429.
Wireless Communications Facilities	S	Special Use provisions apply (Section 2.427).

B. Prohibited Uses

The following uses are prohibited in the Mixed Use zone of the RCOD. This prohibition does not apply to any legally established use as of the date of the adoption of this Ordinance. (12/19)

1. Farm uses. (12/19)
2. Rendering, processing, and/or cleaning of food products for wholesale use. (12/19)
3. Outdoor storage or display whose impacts are not mitigated for consistent with Section 2.107.05.B.7. (12/19)
4. Camping and overnight parking in parking lots. (12/19)
5. Hospitals, but not including surgicenters and day surgery facilities. (12/19)

2.130.05 Dimensional and Development Standards

The following subsections indicate dimensional standards and development standards required in the RCOD. These standards supplement, and in some cases replace, the development standards in the underlying zoning districts. Where the standards set forth in this Section conflict with standards in the underlying zoning districts, the RCOD development standards set forth in this Section shall control. (12/19)

Section 2.130.09 provides dimensional and development standards for Centers. For properties located within Centers, the standards of Section 2.130.09 shall supersede the standards of this section. (12/19)

A. Dimensional Standards

1. Minimum Lot Dimension Requirements (12/19)

Table 2.130.05-1: Minimum Lot Size and Average Width Standards, by Development Type

		Development Type			
Zone	Dimension	Single Family Attached	Single Family Detached	Duplex	Multi-Family
MU	Lot Size	2,000 sq. ft.	3,000 sq. ft.	4,000 sq. ft.	None (use density only)
	Average Width	20 feet	30 feet	40 feet	(defer to underlying zone)
RM	Lot Size	2,500 sq. ft.	3,000 sq. ft.	4,000 sq. ft.	None (use density only)
	Average Width	25 feet	30 feet	40 feet	(defer to underlying zone)
RS	Lot Size	3,000 sq. ft.	3,500 sq. ft.	5,000 sq. ft. (1)	N/A
	Average Width	30 feet	35 feet	50 feet (1)	N/A

(1) Duplexes are only permitted on corner lots, per Sections 2.102.03 and 2.403.

B. Development Standards

1. Minimum Landscaping and Maximum Lot Coverage

The minimum landscaping and maximum lot coverage standards are provided in the following table. Minimum landscaping for a property shall include all required yards. Landscaped areas shall be landscaped as provided in Sections 2.309 and 2.130.06. Maximum lot coverage shall include all buildings, accessory structures, and paved parking areas. (12/19)

Table 2.130.05-2: Minimum Landscaping and Maximum Lot Coverage Standards

Zone	Minimum Landscaping	Maximum Lot Coverage
MU	Commercial: 10% Mixed Use: 15% Residential: 15%	Commercial: 90% Mixed Use: 85% Residential: 85%
RM	15%	85%
RS	15%	85%

2. Residential Density

The minimum and maximum density for subdivisions, partitions, multi-family or any residential development shall be as follows: (12/19)

Table 2.130.05-3: Minimum and Maximum Residential Density Standards

Zone	Minimum Density (1)	Maximum Density (1)
MU	12 units per acre (2)	28 units per acre
RM	8 or 10 units per acre (3)	14 or 24 units per acre (3)
RS	6 units per acre	10 units per acre

- (1) Accessory residential housing units are included in the minimum density calculations ~~in the RM and MU zones~~ but are not included in the maximum density calculations. ~~in the RM and MU zones.~~
~~Accessory residential units are not included in minimum or maximum density calculations in the RS zone.~~
- (2) There shall be no minimum residential density requirement for multi-family development within a mixed use building.
- (3) For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 14 units per acre. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 10 units per acre; the maximum density shall be 24 units per acre.

3. Off-Street Automobile Parking Requirements(12/19)

a. Applicability (12/19)

- i. The provisions of this Section shall apply to new development or redevelopment in the RCOD, as defined in Section 2.130.03. (12/19)
- ii. A change in the use of a building or structure from one permitted use to another permitted use shall not require additional parking spaces otherwise required for new development or redevelopment under the provisions of Section 2.130.05.3.b or of Section 2.303. (12/19)

b. Off-Street Automobile Parking Requirements^(12/19)

Off-street parking shall be provided in the amount not less or more than the minimum and maximum amounts listed below.
(12/19)

Table 2.130.05-4: Minimum and Maximum Off-Street Parking Requirements

LAND USE ACTIVITY	SPACES REQUIRED
Recreation Facility	Minimum: 1 space per 300 square feet Maximum: 1 space per 133 square feet
Personal Services	Minimum: 1 space per 400 square feet Maximum: 1 space per 233 square feet
Retail	Minimum: 1 space per 400 square feet Maximum: 1 space per 200 square feet
Eating/Drinking Establishment	Minimum: 1 space per 200 square feet Maximum: 1 space per 83 square feet
Single Family and Duplex	Minimum: 1 per dwelling unit Maximum: 3 spaces per dwelling
<u>Single family dwellings having their access via an access easement, on a street restricting on-street parking, or a flag lot.</u>	<u>Minimum: 2 per dwelling unit</u> <u>Maximum: 3 per dwelling unit</u>
Multi-family types	Minimums: 1 space per 1 bedroom unit or studio OR 1.25 spaces per 2 bedroom unit OR 1.5 spaces per 3 or more bedroom units Maximums: 1.5 space per 1.5 bedroom unit or studio OR 2.25 spaces per 2 bedroom unit + 1.5 spaces for every 10 additional units OR 2.25 spaces per 3 or more bedroom units + 1.5 spaces for every 10 additional units

All other land use activities shall be subject to the parking requirements of Section 2.303.06.A. ^(12/19)

- c. Allowances for parking reduction in Section 2.303.06.B and parking increase 2.303.06.C shall apply in the RCOD. Within designated Centers, additional reductions to required off-street parking may also be provided per Section 2.130.09.B.2. (12/19)

4. Flexibility for Mixed Use Development^(12/19)

The following provisions are intended to provide additional flexibility for mixed use development within the RCOD. These provisions shall apply if an applicant wishes to consolidate one or more parcels zoned Mixed Use (MU) with one or more adjacent and contiguous residentially-zoned parcels. The residentially-zoned portions of the consolidated site may develop with any use permitted in the MU zone, provided the following requirements are met: ^(12/19)

- a. One new housing unit shall be provided for each existing housing unit that is displaced by the redevelopment of the site. ^(12/19)
- b. Buffering and screening shall be provided between any multi-family, mixed use, or non-residential uses developed on-site and any adjacent residentially-zoned parcel, pursuant to KDC Section 2.309.05. ^(12/19)

C. Standards for Accessory Residential Housing^(12/19)

Accessory residential housing in the RCOD is subject to the following development standards. Where the standards set forth in this Subsection conflict with standards in Section 2.403 (Shared Housing Facilities), the standards set forth in this Subsection shall control. ^(12/19)

1. Number of Dwelling Units. Up to two (2) accessory housing units are permitted per lot. If two units are proposed, one (1) of the units shall be attached. If one unit is proposed, that unit may be attached to, or detached from the primary residence. ^(12/19)
2. Parking. No additional parking is required for the accessory housing unit. Existing parking required for the primary residence must be maintained or replaced on-site following development of accessory housing units. ^(12/19)

2.130.06 Landscaping Standards

The following subsections indicate landscaping standards required in the RCOD. These standards supplement, and in some cases replace, the landscaping standards in KDC Section 2.309. Where the standards set forth in this Section conflict with standards Section 2.309, the RCOD development standards set forth in this Section shall control. ^(12/19)

A. Purpose

The purpose of the landscaping standards in this Section is to provide enhanced landscape design for sites within the RCOD, in order to create attractive street frontages that enhance the appearance of the district and provide a pleasant experience for pedestrians. The purpose is also to balance the reduced requirements for minimum landscaped area in the district, per Section 2.130.05.B.1. Landscaping standards in the RS zone remain unchanged. (12/19)

B. Landscape Standards

1. All front yards and all side yards abutting a street either shall be landscaped according to the following standards or shall be occupied by pedestrian amenities (e.g., plaza, outdoor seating, outdoor eating areas). (12/19)
 - a. All street-facing facades shall have landscaping along their foundation. (12/19)
 - b. The landscaped area shall be at least 3 feet wide. (12/19)
 - c. An evergreen shrub meeting the planting standards of Section 2.309.06.H shall be planted for every 3 lineal feet of foundation. (12/19)
 - d. Where landscaped areas in front yards and in side yards abutting a street are a minimum of 10 feet wide, trees shall be planted for every 30 lineal feet of building foundation. (12/19)
 - e. Groundcover meeting the planting standards of Section 2.309.06.I shall be planted in the remainder of the landscaped area. (12/19)
 - f. Plants approved by the Zoning Administrator or on City-approved lists shall be used. (12/19)
 - g. Exceptions. These standards do not apply to properties with front yard setbacks that are less than 10 feet. (12/19)
2. The following planting standards shall apply to all required landscape areas except for front yards or side yards abutting a street, as provided in subsection 1. (12/19)
 - a. Trees – A minimum of one (1) tree shall be planted for every 500 square feet of required landscape area. Evergreen trees shall have a minimum height of 6 feet and deciduous trees shall have a minimum caliper of 2 inches and a minimum height of 8 feet at the time of planting. (12/19)

- b. Shrubs – One (1) evergreen shrub having a minimum mature height of 4 feet shall be provided for every 75 square feet of required landscape area. (12/19)
- c. Ground cover – Ground cover meeting the standards of Section 2.309.06.I shall be planted in the landscaped area not occupied by required trees or shrubs. (12/19)
- d. Plants approved by the Zoning Administrator or on City-approved lists shall be used. (12/19)
- e. Rock, bark, or similar landscape cover materials may be used for up to 25% of the required landscape area. Hardscape treatments may be substituted upon approval of the Zoning Administrator. (12/19)

2.130.07 Access Standards

A. Purpose

The purpose of managing access points onto public streets, especially onto collectors and arterials, is to reduce conflicts between users of the transportation system, to increase safety, to aid in the flow and mobility of traffic by all modes, and to create a more welcoming pedestrian environment. (12/19)

B. Applicability

In addition to the general applicability standards established in 2.130.03(B), the provisions of this Section shall apply to development when a site's number of parking spaces will increase by more than 15% of the existing number of parking spaces or more than 20% of a site's existing parking area will be reconstructed. (12/19)

C. Access Standards

Street functional classifications and spacing standards referred to in the following provisions are established in the currently adopted City of Keizer Transportation System Plan. (12/19)

1. Standard A – A property fronts an arterial and a side street, which is not classified as an arterial, and has its existing access point on the side street. The access point on the side street shall be maintained and a new access point on the arterial is not permitted. (12/19)

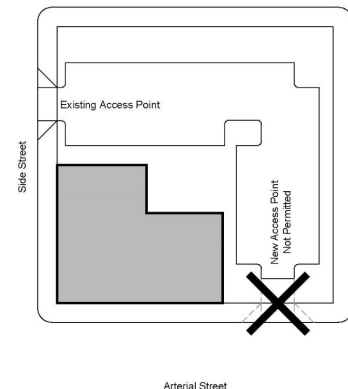
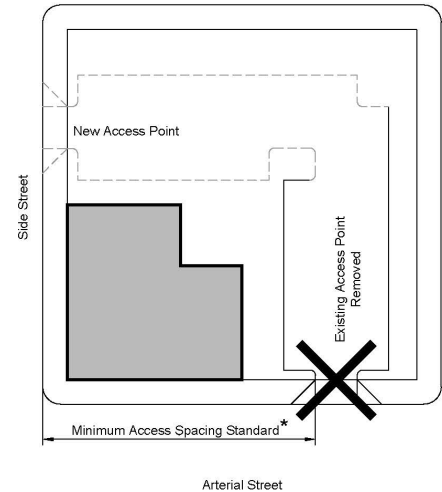


Figure 2.130.07-1: Access Standard A

Figure 2.130.07-2: Access Standard B

2. Standard B – A property has a single existing access point on an arterial street and also fronts a side street that is not an arterial or an alley. If the existing access point has substandard spacing from the nearest intersection or driveway, the existing access point shall be closed and a new access point on the side street shall be established.

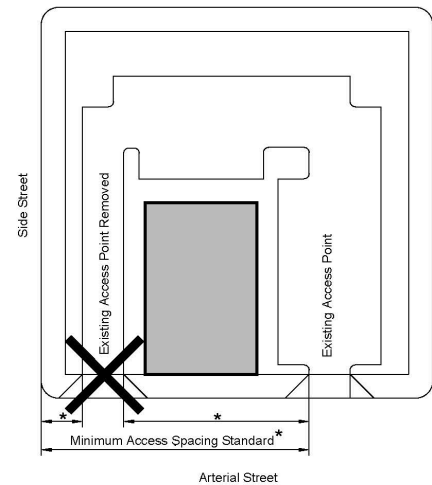
(12/19)



* Substandard spacing could potentially exist:
 1) Between access points (driveways) on a site and street intersections.
 2) Between access points (driveways) on a site and access points (driveways) on neighboring sites.

3. Standard C – A property has two or more existing access points on an arterial. All access points with substandard spacing shall be closed, while a minimum of one access point may be maintained. If all existing access points have substandard spacing from the nearest intersection or driveway, the access point with spacing that is closest to meeting spacing standards shall be maintained. (12/19)

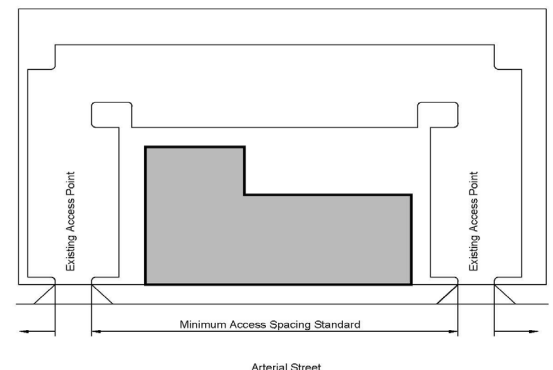
Figure 2.130.07-3: Access Standard C



* Substandard spacing could potentially exist:
 1) Between access points (driveways) on a site with multiple driveways on a frontage.
 2) Between access points (driveways) on a site and street intersections.
 3) Between access points (driveways) on a site and access points (driveways) on neighboring sites.

4. Standard D – A property has one or more access points on an arterial and all access points have sufficient spacing from the nearest intersection or driveway. The access points may be maintained. (12/19)

Figure 2.130.07-4: Access Standard D



5. Exceptions. Where there are safety or traffic operations issues identified in a traffic impact analysis prepared consistent with Section 2.301.04, which are the result of substandard access spacing, the Public Works Director may require one or more of the following: (12/19)
 - a. A limit on the number, location, and/or turning movements of existing and new proposed connections to a City street. (12/19)
 - b. A driveway to extend to one or more edges of a parcel to allow for future extension and inter-parcel circulation as adjacent properties develop. (12/19)
 - c. A recorded access easement for future joint use of the approach and driveway as the adjacent property(ies) develop(s). (12/19)

2.130.08 Master Plans in Lockhaven Center

Development within the Lockhaven Center may be subject to Master Plan approval as provided in Section 3.114 and this Section 2.130. (12/19)

2.130.09 Dimensional and Development Standards in Centers

The following subsections indicate dimensional standards and development standards required within designated Centers in the RCOD. These standards supplement, and in some cases replace, the general standards for the RCOD provided in Section 2.130.05, as well as in the underlying zoning districts. Where the standards set forth in this Section conflict with standards in Section 2.130.05 or in the underlying zoning districts, the standards of this Section shall control. (12/19)

A. Dimensional Standards in Centers

1. Minimum and Maximum Front Yard Setback Requirements (12/19)
 - a. The following front yard setback standards apply to multi-family, commercial, and mixed use development on properties fronting on River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue within designated Centers: (12/19)

Table 2.130.09-1: Front Yard Setback Standards in Centers

Zone	Front Setbacks	Multi-Family	Commercial or Mixed Use
MU	Minimum	0 feet/6 feet (1)	0 feet/6 feet (1)
	Maximum	10 feet (2)	10 feet (2)
RM	Minimum	5 feet (3)	N/A

- (1) A 0-foot setback is permitted on properties fronting River Road where right-of-way has already been provided or dedicated, consistent with the adopted 84-foot right-of-way width for arterials identified in the Keizer Transportation System Plan standards. Where such right-of-

way is not already provided or dedicated, a minimum 6-foot setback is required. (12/19)

- (2) *The maximum setback may be extended to 20 feet for up to 50% of the building facade if a plaza or other pedestrian open space is provided between the building and the sidewalk. The pedestrian open space must meet the standards of Section 2.130.10.E. (12/19)*
- (3) *Non-residential development in the RM zone shall be subject to the same minimum and maximum setback standards as multi-family development. (12/19)*

- b. Properties not subject to the setback standards listed in subsection a of this section are subject to the setback standards of the underlying base zone. (12/19)

B. Development Standards in Centers

1. Minimum Landscaping and Maximum Lot Coverage in Centers^(12/19)

The minimum landscaping and maximum lot coverage standards for properties located in designated Centers are provided in the following table. Minimum landscaping for a property shall include all required yards. Landscaped areas shall be landscaped as provided in KDC Sections 2.309 and 2.130.06. Maximum lot coverage shall include all buildings, including accessory structures consistent with the definition of lot coverage. (12/19)

Table 2.130.09-2: Minimum Landscaping and Maximum Lot Coverage Standards in Centers (12/19)

Zone	Minimum Landscaping	Maximum Lot Coverage
MU	Commercial: 5% Mixed Use: 10% Residential: 10%	Commercial: 95% Mixed Use: 90% Residential: 90%
RM	10%	90%
RS	10%	90%

2. Reductions to Minimum Parking in Centers

Within designated Centers, the number of minimum required parking spaces provided in Sections 2.130.05.B.3.b and 2.303 may be reduced by up to a total of 25% if the applicant can demonstrate the following:
(12/19)

- a. The site is served by transit and transit related amenities such as transit stops, pull-outs, shelters, park and ride lots are provided or will be provided as part of the development of the site. Allow up to a 20% reduction to the standard number of automobile parking spaces based on the level of amenities provided. This reduced parking allowance shall replace, not supplement, the 10% allowance provided in KDC Section 2.303.06.B. (12/19)
- b. A transportation demand management (TDM) plan is in place that will demonstrably reduce parking demand. The parking reduction percentage shall be determined by the Zoning Administrator based on the TDM plan. (12/19)
- c. Residential uses are targeted to populations with demonstrably lower parking needs (e.g., low-income households, seniors, etc.) OR the site is developed with affordable housing reserved for those earning incomes at or below 80% of the area median income (AMI). Allow up to a 10% reduction to the number of automobile parking spaces. (12/19)
- d. The site has dedicated parking spaces for carpool or vanpool vehicles. Allow up to a 5% reduction to the standard number of automobile parking spaces. (12/19)
- e. The site has at least 15% of its dedicated parking spaces for motorcycles, scooters, or electric carts. Allow up to a 20% reduction in the minimum required dimensions for up to 5% of the parking spaces. (12/19)
- f. Pursuant to Section 2.107, applications for sites in the MU zone may also request a reduction to or waiver of parking standards based on a parking impact study. (12/19)
- g. An EV charging station is provided. Allow up to a 5% reduction. (12/19)
- h. Use of shared parking facilities on one or more lots. This provision is not subject to the 25% maximum reduction. Owners of two or more uses, structures or parcels of land may agree to utilize jointly the same parking spaces on one or more lots when the peak hours of operation of the uses do not overlap, subject to the following: (12/19)
 - i. The shared parking facility(ies) shall contain the same number of vehicle parking spaces required by the use which requires the greatest amount of parking per Sections 2.130.05.B.3.b and 2.303; (12/19)
 - ii. Satisfactory legal evidence shall be presented to the Zoning Administrator in the form of deeds, leases or

contracts to establish the shared use and be recorded with the Marion County Recorders Office against all properties involved; (12/19)

- iii. Shared parking spaces must be within 300 feet of the uses, structures or parcels sharing such parking. (12/19)
- iv. If a shared use arrangement is subsequently terminated, or if the uses change, the requirements of the KDC shall apply to each use separately. (12/19)

3. Parking in Mixed Use Projects in Centers (12/19)

- a. Mixed use projects shall include either uses that are contained in a single building (vertical mixed use) or in a group of single-purpose buildings that share a single parking facility (horizontal mixed use). (12/19)
- b. The required minimum vehicle parking shall be determined using the following factors. (12/19)
 - i. Uses above the ground floor. The minimum parking requirement shall be 50% of what is required for the use pursuant to Section 2.303. (12/19)
 - ii. Ground floor uses with peak hours of operation that do not overlap. The minimum parking requirement is determined by the number of spaces needed for the area of use with the highest peak demand. (12/19)
 - iii. Ground floor uses with overlapping peak hours of operation shall be calculated in the aggregate. (12/19)
- c. Primary use, i.e., that with the largest parking demand within the development, at 100% of the minimum vehicle parking required for that use in Sections 2.130.05.B.3.b and 2.303. (12/19)
- d. Secondary use, i.e., that with the second largest parking demand within the development, at 90% of the vehicle parking required for that use in Sections 2.130.05.B.3.b and 2.303. (12/19)
- e. Subsequent use or uses, at 80% of the vehicle parking required for that use(s) in Sections 2.130.05.B.3.b and 2.303. (12/19)

4. Standards for Auto-Oriented Uses and Development (12/19)
 - a. Applicability. The standards of this subsection apply to auto-oriented uses and development on properties fronting River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue within Centers. For the purposes of this subsection, “auto-oriented uses and development” refers to the following uses:
(12/19)
 - i. Gasoline service stations (Section 2.419). (12/19)
 - ii. Drive-Through windows or car service associated with eating and drinking places. (12/19)
 - iii. Vehicle sales and secondary repair (Section 2.420). (12/19)
 - iv. Public utility structures and buildings. (12/19)
 - v. Recreational vehicle parks (Section 2.412). (12/19)
 - vi. Structured automobile parking not associated with an allowed use. (12/19)
 - vii. Automotive Dealers. (12/19)
 - viii. Automotive rental and leasing, without drivers. (12/19)
 - ix. Automotive repair shops (Section 2.420). (12/19)
 - x. Automotive services, except repair (Section 2.420). (12/19)
 - xi. Utilities - secondary truck parking and material storage yard. (12/19)
 - b. Auto-oriented uses and development in Centers may be permitted subject to obtaining a Conditional Use Permit. Applicants must demonstrate how the proposed development either limits or mitigates the safety and aesthetic impacts of the auto-oriented use on the pedestrian environment. Possible strategies to limit/mitigate impacts include increased setbacks, provision of pedestrian-oriented amenities, screening and buffering from the right-of-way and from adjacent residential uses, and access management and control measures. These strategies shall be consistent with screening and other requirements in existing special use standards that address limiting and mitigating impacts. (12/19)

2.130.10 Urban Design Standards in Centers

A. Purpose

The purpose of the urban design standards for Centers is to create pedestrian-oriented places that serve as the centers of commercial and civic activity and as destinations for residents and visitors in the River Road / Cherry Avenue Corridor. Pedestrian-oriented places provide visual interest at eye-level, feel safe and comfortable for people walking, contain a variety of activities and services, are easy to navigate on foot, and provide open areas and amenities for gathering and resting. The regulations for Centers modify the regulations of the overall River-Cherry Overlay District and of the underlying base zones to ensure pedestrian-oriented land uses and design. (12/19)

B. Applicability

The following standards apply to multi-family, mixed use, and non-residential development on properties, except as noted below. Some standards only apply to properties fronting on River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue, as provided in each applicable subsection below. Outside of the centers in the RCOD, Section 2.315 applies. (12/19)

C. Building Entry Orientation & Design

The following Building Entry Orientation & Design standards apply to development on properties fronting on River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue. (12/19)

1. Orientation (12/19)

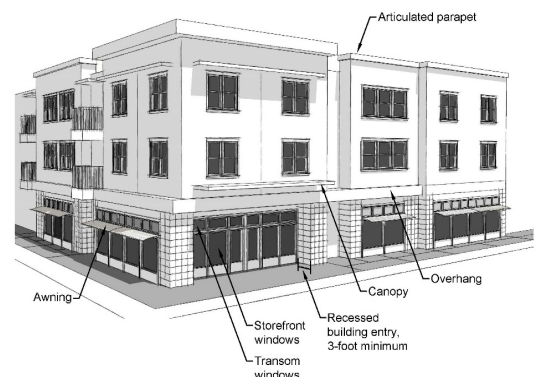
- a. All buildings shall have at least one primary entrance facing the street, where facing means positioned at an angle of 45 degrees or less. (12/19)
- b. For the purposes of this section, the “primary building entrance” is the main public entrance to the building. In the case where no public entrance exists, the “primary building entrance” is the main employee or resident entrance. Where there are multiple buildings on a lot, all buildings shall comply with this standard. (12/19)

2. Walkway. All primary entrances to a building must be connected to the sidewalk by a direct and continuous walkway. A direct walkway follows a route that does not deviate unnecessarily from a straight line and it does not involve a significant amount of out-of-direction travel. Walkway materials and dimensions shall be consistent with pedestrian circulation standards in Section 2.315.06.A. (12/19)

3. Entry Design (12/19)

- a. Primary building entrances shall provide weather protection for pedestrians and must be architecturally emphasized, subject to the following standards: (12/19)
 - i. Non-residential and mixed use buildings must comply with at least two (2) of the following: (12/19)
 - a) Recessed entrances. If recessed, primary entrances shall be recessed a minimum of 3 feet into the building façade. (12/19)
 - b) Awnings, canopies, or overhangs. These may be used to provide weather protection and a visual element and meet height, projection, and materials standards in Sections 2.312 and 2.315. Awnings and canopies must also meet the standards of Section 2.130.10.L.4. (12/19)
 - c) Architectural features. Primary entrances may be reinforced with architectural features such as increased heights of entrance areas and doors, articulated parapets, transom windows above the doors, sidelights beside the doors, and/or windows (glass) in the doors. (12/19)
 - d) Decorative features. Entries may be reinforced through the use of decorative exterior light fixtures (i.e., wall sconces) or other decorative features. (12/19)
 - e) Columns, piers, or pilasters that extend at least six (6) inches from the building may be used to frame and highlight entrances. (12/19)

Figure 2.130.10.C-1: Building Entry Design



- ii. Multi-family residential buildings must provide weather protection over the primary building entrance and over entrances to all ground floor units. Weather protection may be provided using awnings, canopies, building overhangs such as eaves extending over front doors, covered front porches, or inset front doors. Awnings, canopies, and overhangs are subject to height, projection, and materials standards in Sections 2.312 and 2.315. (12/19)

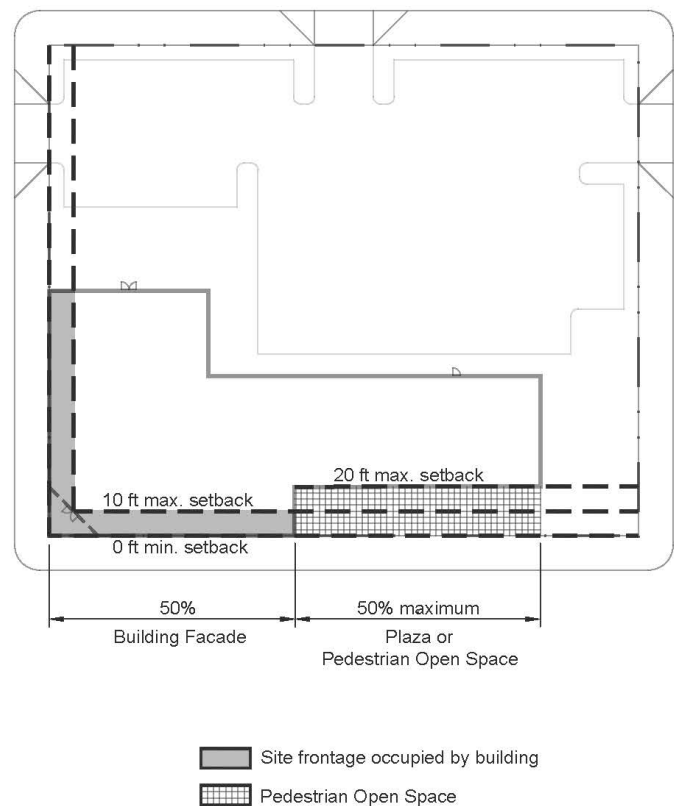
D. Corner Entrances and Features

Non-residential and mixed use buildings on corner lots are encouraged to have corner entrances. Where a corner entrance is not provided, the building design shall provide an architectural element or detailing (e.g., tower, beveled/chamfered corner, art, special trim). (12/19)

E. Pedestrian Open Space

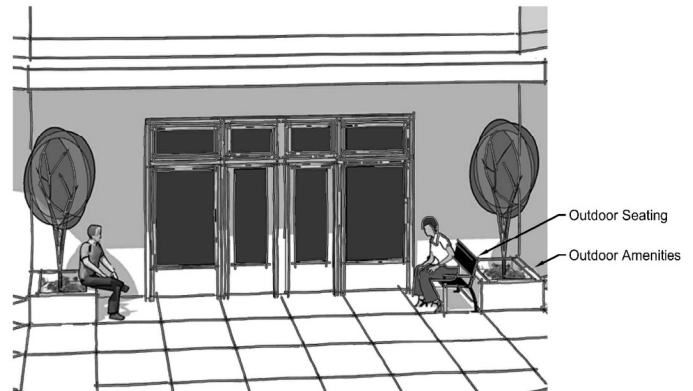
1. Pursuant to Section 2.130.09.A.1, the maximum setback for properties fronting on River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue may be extended to 20 feet for up to 50% of the building facade if a plaza or other pedestrian open space is provided between the building and the sidewalk. (12/19)

Figure 2.130.10.D-1: Pedestrian Open Space (Plan View)



2. The pedestrian open space must include at least one type of outdoor seating from the list in subsection a below, and a total of at least two pedestrian amenities from the lists in subsections a or b. (12/19)
 - a. Outdoor seating: benches, tables and chairs, or seat walls. (12/19)
 - b. Other amenities: fountains, drinking fountains, landscape planters, bollards, shade structures, or public art. (12/19)

Figure 2.130.10.D-2: Pedestrian Open Space Amenities



3. Pedestrian open space shall not be entirely paved, and shall include pedestrian amenities as listed in Subsection 2 above. (12/19)

F. Parking Location

1. Parking or vehicle circulation areas shall not be located within a required front yard setback or within a required side yard setback abutting River Road, Lockhaven Drive, Chemawa Road, or Cherry Avenue. (12/19)
2. Parking or vehicle circulation areas shall be limited to 50 percent of the street frontage abutting River Road, Lockhaven Drive, Chemawa Road, or Cherry Avenue. (12/19)

G. Parking Perimeter Landscaping

1. Where surface parking or vehicular circulation areas are located adjacent to the right-of-way, perimeter landscaping with a minimum width of 5 feet and a minimum height of 2.5 feet shall be provided. Perimeter landscaping shall include trees spaced not more than 30 feet on center, and shall include a mix of shrubs and ground cover and/or a landscaped swale for stormwater management. (12/19)

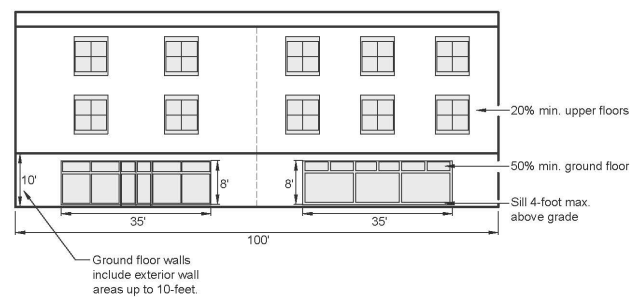
2. The buffering and screening requirements for parking areas in KDC Section 2.309.05.A.5 shall not apply within Centers, except for parking areas abutting residential zones. (12/19)

H. Window Coverage

Window coverage standards apply to building facades facing River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue. (12/19)

1. Non-residential or mixed use buildings are subject to the following standards: (12/19)
 - a. Ground floor windows. A minimum of 50% of the ground floor wall area of non-residential or mixed-use buildings shall contain windows, display areas, or doorway openings. Windows, display areas, or doorway openings used to meet this standard shall comply with the following provisions: (12/19)
 - i. Required window areas shall be either windows that allow views into working areas or lobbies, pedestrian entrances, or display windows. (12/19)
 - ii. Windows used to meet this standard shall have a visible transmittance (VT) of 0.6 or higher. (12/19)
 - iii. The sill or lower edge of a window, display area, or doorway used to meet this standard shall be no more than four feet above grade. Where interior floor levels prohibit such placement, the sill or lower edge must be raised to allow it to be no more than two feet above the finished floor level, up to a maximum height of six feet above grade. (12/19)
 - b. Upper floor windows. For buildings with more than one story, a minimum of 20% of the upper floor wall area of non-residential or mixed-use buildings shall contain windows. (12/19)

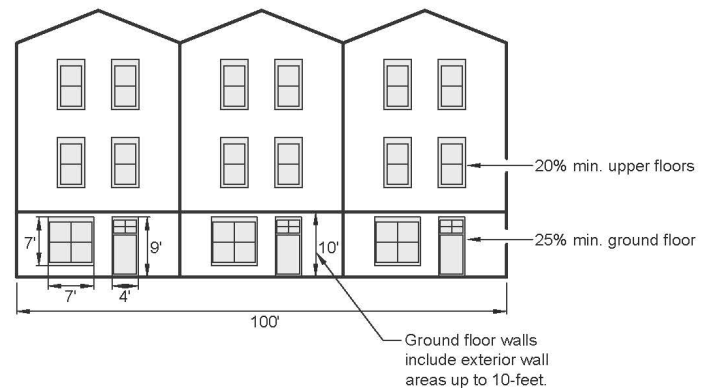
Figure 2.130.10.H-1: Window Coverage for Mixed-Use Buildings



Total ground floor window area = 560 sq. ft.
 Total overall ground floor area = 1,000 sq. ft.
 Glazing provided along 56% of overall ground floor area.

2. Multi-family residential buildings are subject to the following standards:
(12/19)
 - a. Ground floor windows. A minimum of 25% of the ground floor wall area of multi-family residential buildings shall contain windows. (12/19)
 - b. Upper floor windows. A minimum of 20% of the upper floor wall area of multi-family residential buildings shall contain windows. (12/19)

Figure 2.130.10.H-2: Window Coverage for Multi-Family Residential Buildings



Total ground floor window + door area = 255 sq. ft.
 Total overall ground floor area = 1,000 sq. ft.
 Glazing provided along 25% of overall ground floor area.

3. For all building facades subject to the window coverage standards of this section, ground floor walls shall include all exterior wall areas up to 10 feet above the finished grade of the entire width of the street-facing elevation. Upper floor wall area shall include all exterior wall areas above 10 feet above the finished grade. (12/19)

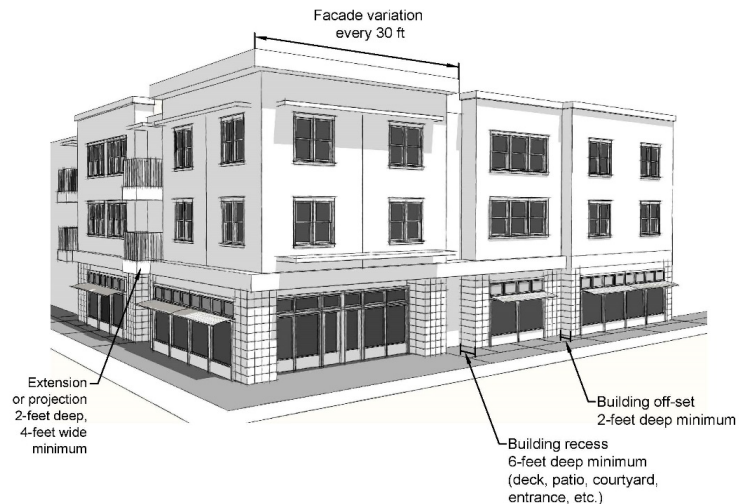
I. Façade Variation and Detailing

The following standards apply to building facades facing River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue. (12/19)

1. Facades shall avoid large expanses of uninterrupted building surfaces in areas which are visible to the public by incorporating features listed in I.2 below to vary the look of the facade at intervals not to exceed 30 feet. (12/19)
2. Each facade subject to this standard shall provide at least two (2) of the following features in order to meet the façade variation and detailing standard: (12/19)

- a. Variation in building materials between primary materials and trim materials established in Section 2.315.06.B.4, where at least 65% of each building façade consists of primary materials; (12/19)
- b. Building off-set of at least two (2) feet; (12/19)
- c. Recess (e.g., deck, patio, courtyard, entrance or similar feature) that has a minimum depth of six (6) feet; (12/19)
- d. Extension or projection (e.g., floor area, deck, patio, porch, roof over a porch, entrance, or similar feature) that projects a minimum of two (2) feet and runs horizontally for a minimum length of four (4) feet; (12/19)
- e. Other similar façade variations approved by the Zoning Administrator. (12/19)

Figure 2.130.10.I-1: Façade Variation and Detailing



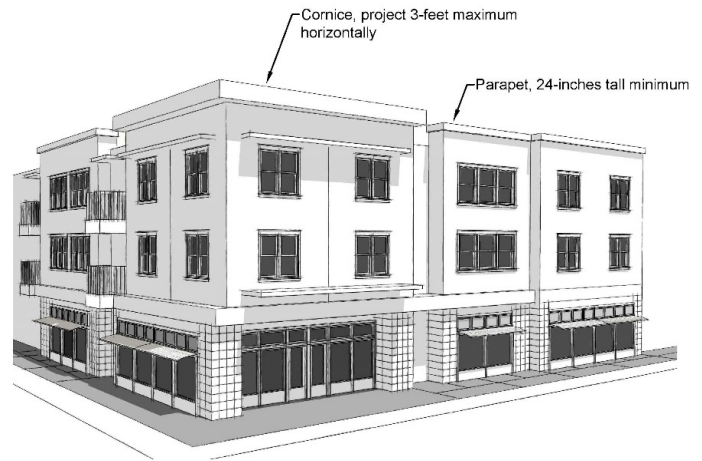
J. Roof Forms

The following standards apply to building facades facing River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue. Roof forms may be flat or sloped. Requirements for chosen roof forms are as follows: (12/19)

1. Flat roofs. All flat roofs shall employ a detailed, projecting cornice or projecting parapet to visually “cap” the building and meet all of the following requirements: (12/19)
 - a. Cornices shall project horizontally a maximum of 3 feet. (12/19)
 - b. Parapets must be a minimum of 24 inches in height. Parapets must include a cornice, molding, trim, or variations in brick coursing. (12/19)

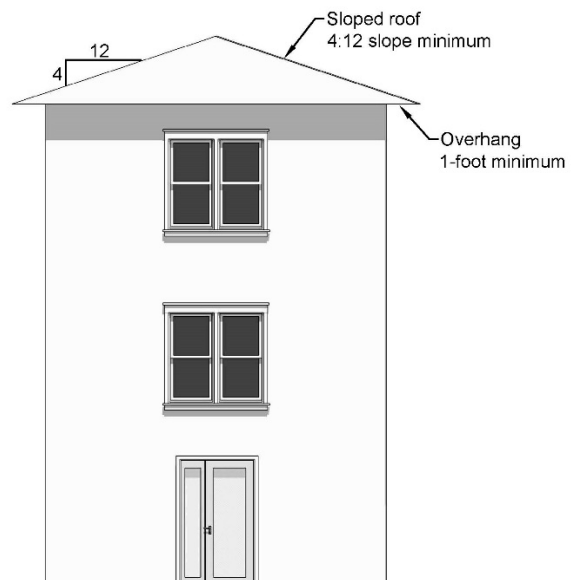
- c. Cornices and parapets shall wrap around all sides of the building visible from any adjacent street or parking area. (12/19)

Figure 2.130.10.J-1: Flat Roof Forms



2. Sloped roofs must meet all of the following requirements: (12/19)
- All sloped roofs shall provide a minimum 1-foot overhang. (12/19)
 - All sloped roofs must have a minimum slope of 4:12 (12/19)

Figure 2.130.10.J-2: Sloped Roof Forms



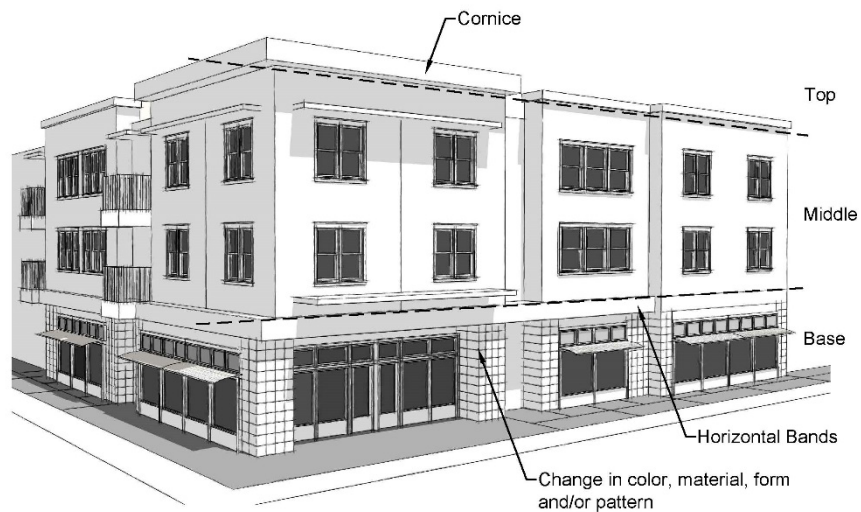
K. Base, Middle, and Top of Building

The following standards apply to building facades of non-residential and mixed

use buildings facing River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue. (12/19)

1. All buildings with two (2) stories or more shall have a clear and distinct base, middle and top to break up vertical mass. (12/19)
2. All facades subject to this standard must utilize horizontal bands and/or changes in color, material, form and/or pattern to differentiate the base, middle, and top of the building, subject to the following requirements: (12/19)
 - a. Horizontal bands or other changes in pattern or material shall be a minimum of 8 inches high (the length of a standard brick), and must project a minimum of 3/4 inch from the building face. (12/19)
 - b. Changes in building massing and form may also be used to differentiate a building's base, middle, and top. This may include architectural setbacks or projections, measuring a minimum of 3 inches. (12/19)

Figure 2.130.10.K-1: Building Base, Middle, and Top



L. Weather Protection for Non-Residential or Mixed Use Buildings

Weather protection for pedestrians shall be provided along a minimum of 40% of a building frontage facing River Road, Lockhaven Drive, Chemawa Road, or Cherry Avenue, subject to the following provisions and consistent with Section 2.130.10.C.3: (12/19)

1. Weather protection may be provided by awnings, canopies, arcades, colonnades, recessed entries, or combination of these elements. (12/19)
2. Vertical clearance from the weather protection element to the sidewalk must be between 9 to 12 feet. (12/19)
3. Recessed entries must be recessed a minimum of 4 feet from the building façade. (12/19)
4. Awnings and canopies shall project a minimum of 5 feet from the building façade, or a minimum of 4 feet for a recessed building entry, and shall be constructed of canvas, acrylic fabric, laminated vinyl, metal or similar standard material. Awnings and canopies of corrugated fiberglass or polycarbonate roofing shall be prohibited. Awnings and canopies shall not be back lit. (12/19)

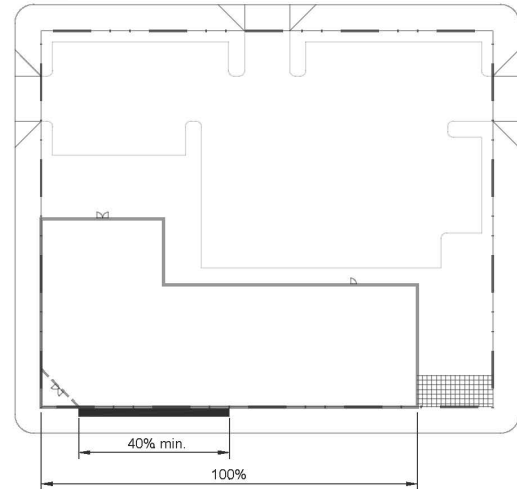


Figure 2.130.10.L-1: Weather Protection

M. Building Materials

Buildings shall be subject to the Materials and Texture standards of Section 2.315.06.B.4, as modified by the following requirements. (12/19)

1. The following exterior materials or finishes are prohibited within designated Centers: (12/19)
 - a. Vinyl siding. (12/19)
 - b. T-111 or similar sheet materials. (12/19)
 - c. Plain concrete block (not including split faced, colored, or other block designs that mimic stone, brick, or other masonry); foundation material may be skim-coated concrete block where the foundation material is not revealed for more than 3 feet. (12/19)

2. Each building façade facing River Road, Lockhaven Drive, Chemawa Road, and Cherry Avenue shall include a minimum of two (2) types of exterior materials, each with an area of at least 20% of the façade. Brick or masonry (except CMU) may be used singly and applied to the entirety of the façade. (12/19)

N. Screening of Mechanical Equipment (12/19)

1. Building Walls (12/19)
 - a. Where mechanical equipment, such as utility vaults, air compressors, generators, antennae, satellite dishes, or similar equipment, is permitted on a building wall that abuts a public right-of-way, it shall be screened from view by a sight obscuring fence, wall, landscape screen, or combination of screening methods. (12/19)
 - b. Standpipes, meters, vaults, and similar equipment need not be screened but such equipment shall be placed on a side or rear building elevation except where the applicant can demonstrate that such locations are not physically or financially feasible. (12/19)
2. Rooftop Mechanical Equipment. Rooftop mechanical units shall be set back or screened behind a parapet wall so that they are not visible from any public right-of-way. Where the applicant demonstrates that such placement and screening is not physically or financially feasible, the Zoning Administrator may approve painting of mechanical units in lieu of screening; such painting may consist of muted, earth-tone colors that make the equipment visually subordinate to the building and adjacent buildings, if any. Solar panels are exempt from this standard. (12/19)
3. Ground-Mounted Mechanical Equipment. Ground-mounted equipment, such as generators, air compressors, trash compactors, and similar equipment, shall be limited to side or rear yards and screened with fences or walls constructed of materials similar to those on adjacent buildings. Hedges, trellises, and similar plantings may also be used as screens where there is adequate air circulation and sunlight, and irrigation is provided. (12/19)

~~2.316 INFILL DEVELOPMENT STANDARDS~~

~~2.316.01 Purpose~~

~~The purpose of this section is to: (01/02)~~

- ~~A. Allow residential infill development to achieve the planned densities specified in the Comprehensive Plan. (10/15)~~
- ~~B. Conserve livability and neighborhood quality while promoting neighborhood compatibility. (10/15)~~

~~2.316.02 Applicability~~

- ~~A. The provisions of this section shall only apply to new residential land partitions and subdivisions that are located within a residential zone and if any portion directly abuts an existing established neighborhood. (10/15)~~
- ~~B. All infill developments must comply with the requirements of the zone in which the development is located, except as modified by the provisions of this section. (10/15)~~
- ~~C. The provisions of this section are not intended to supercede other district requirements, such as the Flood Plain Overlay Zone, Greenway Management Overlay Zone, Limited Use Overlay Zone, Activity Center Overlay Zone, or the Resource Conservation Overlay Zone. (01/02)~~
- ~~D. Infill development standards shall be applied to several parcels of land assembled for redevelopment, only if the total area complies with Infill Development Parcel criteria defined in Section 2.316.03. (10/15)~~

~~2.316.03 Infill Development Parcel Criteria~~

~~Parcels that meet the following criteria shall be subject to the provisions and standards of this chapter: (01/02)~~

~~An infill development is any residential development less than two (2) acres in size, and which directly abuts an existing residential neighborhood. (10/15)~~

~~2.316.04 Infill Compatibility~~

- ~~A. Development Plan Required. Infill developments shall be designed to be sensitive to the established patterns of existing neighborhood development. A development plan must be submitted with any Partition or Subdivision~~

~~application. Compliance with the approved design plan shall be a condition of approval. A development plan does not have to be prepared by an architect, engineer, or surveyor, but must be reasonably accurate in scale to allow the reviewer to assess it for compliance with all criteria. Plans must show the following: (10/15)~~

- ~~1. Proposed building area. (10/15)~~
- ~~2. Proposed building heights for proposed homes. (10/15)~~
- ~~3. A landscaping plan showing location, size, and type of trees and plant materials, proposed fences, and any other features that provide screening and buffering to adjacent properties. (10/15)~~

~~B. Building Height Restriction. Building heights for new infill development shall not exceed five (5) feet above the height of the existing abutting dwelling(s) located on directly abutting parcels to the new infill development, unless measures are provided to mitigate the impact of the proposed dwelling(s). Mitigation measures shall be provided as approved by the Land Use Decision process. Acceptable mitigation measures may utilize a combination of the following features in order to preserve and protect the livability of directly abutting properties if demonstrated to address negative impacts. (10/15)~~

- ~~1. Increased Setback. New buildings are to be setback from property lines an additional one foot for every foot over the maximum height allowed based upon the height of the directly abutting dwellings as determined in Section 2.316.04.B. Where a dwelling consists of a combination of sections of varying heights or stories, the side yard setback shall be applied to each building section. In no case shall a building exceed the maximum height allowed by the underlying zone (10/15)~~
- ~~2. Landscaping. Landscaping and fencing that will screen and buffer the impacts of the new development from immediately abutting properties. (10/15)~~

~~Increased setback is intended to be the primary method used to mitigate negative impacts between structures. Landscaping (screening and/or plant materials) may be employed as an adequate measure of mitigation on a case-by-case basis, depending on the specific development proposal. (10/15)~~

2.432 COTTAGE CLUSTER DEVELOPMENT

2.432.01 Purpose and Design Principles

This Section establishes standards for cottage cluster development as an alternative development type that provides usable common open space in residential development; allows for a variety of housing types both detached as well as attached; promotes interaction and safety through design; ensures compatibility with surrounding neighborhoods; and provide opportunities for creative infill development. It is intended to be a flexible development alternative similar to the planned unit development alternative whereby many of the standards of the underlying zone do not apply in consideration for the provision of open space and other unique design features. Successful cottage cluster development projects can foster community and ensure a balance between privacy, security and neighborhood interactions through careful consideration of the following design principles: (6/14)

- A. Shared Open Space and Active Commons. The shared common space binds the cottage development together and gives it vitality. Residents surrounding this space share in its management, care and oversight, thereby enhancing a sense of security and identity. (6/14)
- B. Common Buildings. An advantage of living in a cottage development is being able to have shared buildings such as a tool shed, outdoor barbeque, or picnic shelter or a multipurpose room. (6/14)
- C. Adequate Parking that does not dominate. Parking areas should be screened from adjacent parcels and adjoining public streets. Locating parking areas away from the homes can allow more flexible use of a site, limit the dominance of garages and driveways, decrease the amount of hard surface, and allow more light into homes. (6/14)
- D. Front Porches. The front porch is a key element in fostering neighborly connections. Its placement, size, relation to the interior and the public space are important to creating strong community connections. (6/14)
- E. Smaller, High-Quality, Well-Designed Dwellings. Smaller, high-quality houses, together with the common open area and cottage development elements, help ensure the intensity of development is compatible with the surrounding neighborhood. (6/14)

2.432.02 Permitted Building Types Within Cottage Cluster Developments

- A. Cottage cluster development cottages (Section 2.432.04.A). (6/14)
- B. Two-unit structures (Section 2.432.04.B). (6/14)
- C. Community Building. Permitted on common area lots in all zones where cottage development is permitted. Not for commercial use (Section 2.432.04.C). (6/14)
- D. Accessory Structures. Permitted in all zones where cottage development is permitted (section 2.432.04.D). (6/14)
- E. Shared Accessory Structures. Permitted in all zones where cottage development is permitted. May include parking and storage buildings. However, they shall not be permitted within common area. (6/14)

2.432.03 Site Requirements

- A. Ownership options. Ownership may be a common lot, fee simple lots with a homeowner's association holding common areas, or condominium ownership of the whole development. Any development meeting the definition of a "Planned Development" or "Condominium" per state statute shall comply with all applicable provisions of state law. If condominium ownership, common areas shall be designated as 'general common elements' and private yard spaces shall be designated as 'limited common elements' for purposes of ORS Chapter 100 Condominium Law.
- B. Development Standards
 - 1. Parent parcel. The parent parcel, which shall encompass the entire cottage cluster development, shall be at least 30,000 square feet. The parent parcel may be divided into individual cottage lots and shared common areas consistent with the city's regulations. (6/14)
 - 2. Cottage lots. There is no minimum lot size for the individual cottage lots.
 - 3. Density. The standards from the base zone shall apply. (6/14)
 - 4. Average Minimum Lot Width and Depth. There is no minimum lot width or depth for the individual cottage lots. (6/14)
 - 5. Maximum Lot Coverage. There is no maximum lot coverage for the individual cottage lots. (6/14)
 - 6. Maximum Height. Twenty-five (25) feet. (6/14)

7. Minimum Setbacks (6/14)

Table 2.432-1(6/14)

SETBACKS	
Front	15 feet
Side	5 feet
Rear	10 feet
Street-side	10 feet
Garage entrance	20 feet

*Interior units on a common lot or separate lots shall be spaced at least 10 feet apart. If individual lots are created, the applicant may create a zero lot line configuration between units to maximize usable private area and provide privacy. (6/14)

8. Minimum Landscape Requirement. The standards from the base zone shall apply. (6/14)

C. Lot/cottage arrangement (6/14)

1. Cottage cluster developments shall contain a minimum of four cottages and no more than allowed in the underlying zone by density. (6/14)
2. Cottages shall be arranged around a common open space, and each cottage shall have frontage on the common open space. (6/14)
3. Units along the public right-of-way should have their primary entrance facing the public right-of-way. (6/14)
4. A community building may be provided adjacent to or at the edge of the central common area as part of the cottage development. (6/14)

D. Private and common space. (6/14)

1. Common Space. (6/14)
 - a Common space is a defining characteristic of a cottage housing development. A minimum of 400 square feet of common open space per unit shall be provided. (6/14)
 - b The common space shall include a sidewalk or walk connecting to each cottage front entrance facing the common area. (6/14)
2. Private Space. (6/14)
 - a A minimum of 250 square feet of usable private open space shall be provided adjacent to each unit. (6/14)

E. Frontage, access, parking, and vehicular circulation. (6/14)

1. Frontage. The parent parcel shall have frontage on a public street. (6/14)

2. If individual lots are created within the development, each lot shall abut a common area, but is not required to have public street frontage. (6/14)
3. Access. Access to individual dwelling units will be provided meeting city and fire district standards. (6/14)
4. Parking. A minimum of two off street parking spaces per unit shall be provided. (6/14)
5. Parking and/or garage structures shall be located behind or to the side of the residential area and open space. (6/14)
6. Parking areas, shared parking structures, and garages shall be screened from public streets by landscaping or architectural screening. (6/14)
7. If the property has frontage on a public alley, access and parking may be provided from the alley. (6/14)
8. If individual lots are created, parking and access shall be provided in a common area with access easement. (6/14)

F. Screening and Landscaping. (6/14)

To ensure that cottage developments do not create adverse visual impacts for residents of both the cottage development and adjacent properties the following requirements shall be adhered to: (6/14)

1. Where feasible, cottage developments should be designed to retain existing significant trees (at least twelve inches in diameter) that do not pose a safety hazard. (6/14)
2. Landscaping located in common open spaces shall be designed to allow for easy access and use of the space by all residents, and to facilitate maintenance needs. (6/14)
3. Landscaping Plan to be submitted and approved. Boundaries between cottage developments and neighboring properties shall be screened with landscaping and fencing as identified in 2.432.03.G.2 in order to reduce the appearance of bulk or intrusion onto adjacent properties or may be otherwise treated through increased building setbacks or architectural techniques to meet the intent of this section. (6/14)

Additional screening and buffering may be required to help mitigate any compatibility issues between the cottage cluster development and adjacent properties. (6/14)

G. Fences. (6/14)

1. No fence taller than 3 feet in height shall be located between the front wall of a cottage or community building and the common open space. (6/14)
2. A 6 foot high sight obscuring fence shall be placed along the property line adjacent to any residential single family use. (6/14)

H. Utilities. (6/14)

1. Streets. Street improvements shall be required for all cottage cluster developments that contain 4 or more dwelling units. Street improvements may include street widening, curb, gutters, and sidewalks. All street improvements shall comply with the current Design Standards and Construction Standards of the City of Keizer Department of Public Works. (6/14)
2. Water. An individual water meter servicing each dwelling unit will be required unless there is an ownership association or the property is under a single ownership in which case a single water meter servicing an individual building of multiple units is allowed. All water system improvements shall comply with the current Design Standards and Construction Standards of the City of Keizer Department of Public Works. (6/14)
3. Sewer. Service laterals may be extended from a sewer main in the public right-of-way. Sewer mains may be extended in the driving and circulation areas in a public utility easement, with service laterals to individual units. Private sewer laterals may be extended across common areas, but shall not cross individual building lots. All sanitary sewer design and construction shall comply with the standards of the City of Salem. (6/14)
4. Gas/Electric/Phone/Cable/Utility Pedestals. These utility services may be extended from the public right-of-way across common areas to individual lots, or extended in a utility easement to individual lots. (6/14)
5. Trash Storage. Any areas where communal trash and recycling are stored shall be screened by a sight-obscuring fence and/or vegetation. In addition, a trash and recycling plan will be required. (6/14)
6. Mailboxes. Mailboxes are subject to post office requirements. (6/14)
7. Storm water. The development of the property shall comply with all city regulations regarding storm water drainage including on-site detention and water quality requirements. All storm water system improvements shall comply with the current Design Standards and Construction Standards of the City of Keizer Department of Public Works. (6/14)

- I. Addressing. All units within the cottage cluster development shall be addressed consistent with city standards. (6/14)

2.432.04 Building Requirements

A. Cottages. (6/14)

1. Building footprint. Cottages shall have a maximum building footprint of 1,000 square feet. An attached one-car garage is not included in this maximum, but shall not exceed 300 square feet per unit. (6/14)
2. Porches. Attached, covered porches are required and shall have minimum depth of 6 feet and shall be a significant feature of the structure. (6/14)
3. Other design requirements. Cottages shall contain a variety of designs that include articulation of facades; changes in materials, texture, color, and window treatments; and other architectural features so all units do not appear identical. Cottage development structures shall provide for substantial exterior architectural elements that are consistent with traditional northwest cottage design and small home craftsmanship design elements. Roofs of cottage developments shall have eaves to efficiently shed rain and provide protection for exterior walls. (6/14)
4. Height. Cottages shall comply with the height limitation of 25 feet and are limited to a maximum of single story plus a loft. (6/14)
5. Street facing facades. The street facing facades of cottages in a cottage development shall avoid blank walls that appear to “turn their backs” to the street. This shall be avoided by providing design features such as windows, change in building material, entryway, porches or other design features. (6/14)

B. Two-Unit Structures in RS zone. (6/14)

1. Attached two-unit structures are allowed and must be similar in appearance to detached cottages. (6/14)
2. Attached two-unit structures shall have one primary shared entry facing the common open space. (6/14)

C. More than two-units structures in other zones. (6/14)

1. Attached two-unit structures are allowed and must be similar in appearance to detached cottages. (6/14)
2. Attached structures with more than two units shall have one primary shared entry facing the common open space. (6/14)

D. Community Buildings. (6/14)

1. Community buildings are intended as an amenity for the use of the cottage development residents and to help promote the sense of community. (6/14)
2. A community building shall be of similar scale, design, and height as the cottages. (6/14)
3. Commercial uses are prohibited in the community building. (6/14)

E. Accessory Structures. (6/14)

1. Accessory structures such as garages, carports, storage or tool sheds shall not exceed 300 square feet per unit, or 600 square feet per accessory structure that is shared by two or more dwelling units. (6/14)
2. The design of accessory structures must be similar or compatible with that of the cottages in the development. (6/14)

F. Existing Dwellings on the Site. Existing dwellings may be incorporated into the development as a residence or community building, and may be nonconforming to standards. Noncompliance may not be increased. (6/14)

G. Renovation and Expansion. (6/14)

1. Renovations shall be in keeping with the size and architectural character of the new development. (6/14)
2. A covenant restricting any increases in unit size after initial construction beyond the maximum allowed by this Section shall be recorded against the property. (6/14)

2.432.05 Submittal Requirements

- A. Application Process. Applications for all cottage cluster development, with or without the creation of any lots shall be submitted on forms provided by the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application, and to assure that it addresses the review criteria of this Section. (6/14)
- B. Submittal Material. The following submittal requirements shall apply to all applications for a cottage cluster development. (6/14)
 1. All applications shall be submitted on forms provided by the City to the City along with the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (6/14)

2. Submittal Requirements. Each application shall be accompanied by a preliminary plat drawn to scale of not less than one inch equals 50 feet nor more than one inch equals 200 feet, and containing at a minimum, the following: (6/14)
 - a. Appropriate identification stating the drawing is a preliminary plan. (6/14)
 - b. North point, scale and date. (6/14)
 - c. Name and addresses of land owner, applicant, engineer, surveyor, planner, architect or other individuals responsible for the plan. (6/14)
 - d. Assessor Map and tax lot number of subject property. (6/14)
 - e. The property lines and approximate area of the subject property. (6/14)
 - f. Dimensions and size in square feet or acres of all proposed parcels. (6/14)
 - g. The approximate location of existing streets, easements or right-of-ways adjacent to, or within, the subject property, and, existing improvements on the property and important features such as section, political boundary lines. (6/14)
 - h. The name, address and phone number of the applicant engineer, land surveyor, or person preparing the application. (6/14)
 - i. Name of the proposed cottage cluster development. (6/14)
 - j. Date the drawing was produced. (6/14)
 - k. Vicinity sketch showing location of the proposed land division. (6/14)
 - l. Identification of each lot or parcel and block by number. (6/14)
 - m. Gross acreage of property being subdivided or partitioned. (6/14)
 - n. Direction of drainage and approximate grade of abutting streets. (6/14)
 - o. Streets proposed and their names, approximate grade, and radius of curves. (6/14)
 - p. Any other legal access to the subdivision, PUD, manufactured home park, or partition other than a public street. (6/14)
 - q. Contour lines at two foot intervals if 10% slope or less, five foot intervals if exceeding 10% slope, and a statement of the source of contour information. (6/14)

- r. All areas to be offered for public dedication. (6/14)
 - s. Elevations of buildings showing materials, colors and design of buildings to be constructed and how they will be compatible with adjacent residences. (6/14)
- C. Supplemental Information. The following supplemental information shall be required for all applications: (6/14)
 - 1. Calculations justifying the proposed density of development. (6/14)
 - 2. Proposed uses of the property, including sites, if any, for attached dwelling units, recreational facilities, parks and playgrounds or other public or semi-public uses. Clearly indicate the purpose, conditions and limitations of such reservations. (6/14)
 - 3. The approximate location and dimensions of all structures proposed to be located on the site. (6/14)
 - 4. Written statement identifying improvements to be made or installed including streets, sidewalks, bikeways, trails, lighting, tree planting, landscaping, and the proposed timing for such improvements. (6/14)
 - 5. Written statement outlining proposals for ownership and maintenance of all open space areas, private streets and any commonly owned facilities. (6/14)
 - 6. Traffic Impact Analysis, if required pursuant to Section 2.301.03 of this code. (6/14)

2.432.06 Review Procedures

- A. Cottage cluster development in RM, RL, RH, and MU zones without creating any new lots is subject to meeting the standards in Section 2.432. Cottage cluster development proposals in the RM, RL, RH, and MU zones that propose to create new lots is subject to the approval of a conditional use permit as a Type II-C review, and compliance with the review criteria in Section 3.103 and 2.432.08. The applicant shall submit all items required for site development review including site plans and elevations for the structures. (9/18)
- B. Cottage cluster development proposals in the RS zone is subject to the approval of a conditional use permit as a Type II-C review, and compliance with the review criteria in Section 3.103 and 2.432.08. The applicant shall submit all items required for site development review including site plans and elevations for the structures. (9/18)
- C. The creation of individual lots does not require the submittal of a concurrent subdivision (or partition) application as specified in Section 3.108 as the division of land as part of the cottage cluster development process is

considered to be a separate land use process but must still comply with all applicable platting procedures. (6/14)

- D. All cottage cluster development proposals in RM, RL, RH, and MU zones not dividing land shall be consistent with the Special Use requirements outlined in this Section. (6/14)
- E. All cottage cluster developments which seek to create lots in any zone which a cottage cluster development is permitted, or a cottage cluster development proposal in an RS zone (with or without the creation of any lots) shall be heard by the Planning Commission pursuant to the procedures set forth in Section 3.202.04. (6/14)
- F. Time Limit. Approvals of any preliminary plans for a cottage cluster development shall be valid for one year after the date of the written decision. A Final Plat shall be recorded within this time period or the approvals shall lapse. (6/14)
- G. Time Extension. The City staff may extend the approval period for a cottage cluster development for not more than 1 additional year at a time. Requests for extension of approval time shall be submitted in writing at least thirty days prior to the expiration date of the approval period. (6/14)
- H. Reapplication Required. If the approval period is allowed to lapse, the applicant must resubmit the proposal, including all applicable fees, for public hearing before the Planning Commission. The applicant will be subject to all applicable standards currently in effect. (6/14)

2.432.07 Approval Criteria

In addition to the criteria within Section 3.103.03 cottage cluster developments with the creation of lots in the RM, RL, RH, or MU zone, or for a proposal in an RS zone regardless if any lots are created the following criteria apply: (6/14)

- A. The application complies, or can be made to comply with all applicable standards for cottage cluster development. The Planning Commission, or Council upon appeal, may approve the proposed design alternatives, or approve them with conditions if it finds the alternative design can meet the purpose and intent of this ordinance and be successfully applied to a particular property. (6/14)
- B. Whether or not lots are created as part of the cottage cluster development, all provisions of the KDC pertaining to frontage improvements along any public street frontage shall apply. Improvements within the cottage development shall be as specified in this Section. (6/14)
- C. The proposal complies with the density provisions of the underlying zone.

- D. Rough Proportionality. Improvements or dedications required as a condition of development approval, when not voluntarily accepted by the applicant, shall be roughly proportional to the impact of development. Findings in the development approval shall indicate how the required improvements or dedications are roughly proportional to the impact. (6/14)
- E. Each parcel shall comply with the applicable requirements, depending on the appropriate land use category in Table 2.301.03, within Sections 2.301 (General Provisions); 2.302 (Street Standards); 2.303 (Off-Street Parking and Loading); 2.305 (Transit Facilities); 2.306 (Storm Drainage); 2.307 (Utility Lines and Facilities); and 2.309 (Site and Landscaping Design); ~~and, 2.316 (Infill Development).~~ (6/14)
- F. Adequate public facilities shall be available to serve the existing and newly created parcels. (6/14)

2.432.08 Improvement Requirements

All improvements required as part of a cottage cluster development application shall be done in accordance with the relevant sections of the Keizer Development Code. (6/14)

2.432.09 Process for Final Plat Approval

- A. Survey. Within 1 year of the final decision approving a plat, a final survey of the approved plat shall be recorded. If the final survey is not submitted within 1 year, the preliminary approval shall lapse. A one-time one year extension may be granted by the Community Development Director provided that no code revisions have been adopted by City Council that might otherwise affect the partition as proposed. Applicant shall submit written extension request at least thirty days prior to expiration of decision. (6/14)
- B. Final Approval. Staff shall review the plat to assure compliance with the approved preliminary plat and with the conditions of approval. The Zoning Administrator shall signify staff approval of the final plat by signing the final plat. (6/14)
- C. Recording of Approved Plat. No building permit shall be issued until the final approved Plat has been recorded with the County Recorder. The applicant shall be responsible for all recording fees. The final plat shall be prepared in a form and with information consistent with ORS 92.010-92.160, and approved by the County Surveyor. (6/14)
- D. Improvements/Bonding. Prior to issuance of an occupancy permit, all improvements required by the conditions of approval shall be constructed or the construction shall be guaranteed through a performance bond or other instrument acceptable to the City Attorney, as provided for in Subsection 3.202.05.B. (6/14)

- E. Owners Association. Where applicable, all Owners Agreements, Articles and By-Laws shall be submitted with the final plat for review by the City Attorney. (6/14)
1. The Zoning Administrator, until the Owners Association Agreement, Articles and By-Laws are approved shall not approve the final plat. (6/14)
 2. The Owner's Association Agreement shall be consistent with Chapter 94, Oregon Revised Statutes. (6/14)
 3. A Certificate of Formation of a non-profit corporation, with a State seal, for the Owners Association, shall be submitted with the final plat for review. (6/14)
 4. Signed, original documents of the Owners Association Agreement, Articles and By-Laws and the Certificate of Formation described in (3) above, shall be recorded with the final plat. (6/14)
- F. Names. All plat names shall conform to ORS 92.090. (6/14)
- G. Filing Final Plat. The final plat shall be filed with the Marion County Clerk's Office. (6/14)

3.107 PARTITIONS

3.107.01 Purpose

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other development standards that apply to various uses. The development standards for Partitioning are provided for the orderly, safe, efficient and livable development of land within the City of Keizer. (2/01)

3.107.02 Applicability

A partition is required for any land division that creates two or three parcels in a calendar year. (2/01)

3.107.03 Application and Fee

An application for a partition shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (2/01)

3.107.04 General Provisions

- A. Validity. Partition approval is valid in perpetuity, upon recording of the final surveyed plat. (2/01)
- B. Number of Parcels. No parcel within an approved partition may be redivided within the same calendar year in which it was recorded, except through the subdivision process. (2/01)
- C. Master Plan. A master plan for development may be required for any application that leaves a portion of the subject property capable of replatting. (07/07)

3.107.05 Submittal Requirements for Preliminary Review

- A. Application Process. Applications for partitions shall be submitted on forms provided by the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (5/98)
- B. Submittal Requirements. Each application shall be accompanied by a preliminary partition plat drawn to scale of not less than one inch equals 50 feet nor more than one inch equals 200 feet, and containing at a minimum, the following: (5/98)
 - 1. Appropriate identification stating the drawing is a preliminary plan. (5/98)

2. North point, scale and date. (5/98)
3. Name and addresses of land owner, applicant, engineer, surveyor, planner, architect or other individuals responsible for the plan. (5/98)
4. Assessor Map number and tax lot number of subject property. (2/01)
5. The property lines and approximate area of the subject property. (2/01)
6. Dimensions and size in square feet or acres of all proposed parcels. (5/98)
7. The approximate location of existing streets, easements or right-of-ways adjacent to, or within, the subject property, and, existing improvements on the property and important features such as section, political boundary lines. (5/98)
8. Future Street Plan. A future street plan shall be submitted with partition proposals that include (a) public street(s) to connect to adjacent property for future development. The future street plan shall show the pattern of existing and future streets from the boundaries of the proposed land division and shall include other parcels within 500 feet of the proposed land division property line. The City may determine future neighborhood street connections. A future street proposal may be modified when subsequent development proposals are submitted. (01/02)

3.107.06 Process for Preliminary Review

Preliminary plats for partitions shall be reviewed in accordance with the Type I-B review procedures specified in Section 3.202.02. (2/01)

3.107.07 Review Criteria

Approval of a partitioning shall require compliance with the following: (5/98)

- A. Each parcel shall meet the access requirements of Section 2.310.03.D. (5/98)
- B. Each parcel shall satisfy the dimensional standards of applicable zoning district, unless a variance from these standards is requested and is approved. (07/07)
- C. Each parcel shall comply with the requirements of Section 2.310. (2/01)
- D. Rough Proportionality. Improvements or dedications required as a condition of development approval, when not voluntarily accepted by the applicant, shall be roughly proportional to the impact of development. Findings in the development approval shall indicate how the required improvements or dedications are roughly proportional to the impact. (01/02)

- E. Each parcel shall comply with the applicable requirements within Sections 2.301 (General Provisions) ; 2.302 (Street Standards); 2.303 (Off-Street Parking and Loading); 2.305 (Transit Facilities); 2.306 (Storm Drainage); 2.307 (Utility Lines and Facilities); and 2.309 (Site and Landscaping Design); ~~and, 2.316 (Infill Development)~~. (07/07)
- F. Adequate public facilities shall be available to serve the existing and newly created parcels. (5/98)

3.107.08 Process for Final Plat Approval

- A. Survey. Within 2 year of the final decision approving a preliminary plat, a final survey of the approved plat shall be recorded. If the final survey is not submitted within 2 years, the preliminary approval shall lapse. The City staff may extend the approval period for not more than 1 additional year at a time. Requests for extension of approval time must be submitted in writing thirty days prior to the expiration date of the approval period. Extensions may only be granted if no subsequent code amendments have been adopted that affect the partition. (9/20)
- B. Final Approval. If the partition plat is consistent with the approved preliminary plat, and if the conditions of approval have been satisfied, the City shall sign the final plat. (5/98)
- C. Recording of Approved Plat. No building permit shall be issued until the final approved Plat has been recorded with the County Recorder. The applicant shall be responsible for all recording fees. (2/01)
- D. Improvements/Bonding. Prior to issuance of an occupancy permit, all improvements required by the conditions of approval shall be constructed or the construction shall be guaranteed through a performance bond or other instrument acceptable to the City Attorney, as provided for in Subsection 3.202.05.B. (2/01)

CITY COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY ATTORNEY EVALUATION

ISSUE

The City Attorney's Employment Contract was previously extended to June 30, 2022 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2021 and the Council has determined E. Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Attorney satisfying this requirement.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

REGARDING EVALUATION OF CITY ATTORNEY

WHEREAS, the City Attorney's Employment Contract states that a yearly performance review be conducted;

WHEREAS, the yearly performance review has been completed for the year ending June 30, 2021 and the Council has determined that E. Shannon Johnson's performance is satisfactory;

WHEREAS, the Contract has a provision that the City Council express in writing any recommendations and observations;

WHEREAS, the Council wishes to authorize the Mayor to send a letter to Shannon Johnson on behalf of the Council expressing that the requirement to provide written recommendations and observations has been satisfied;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to send a letter to Shannon Johnson on behalf of the Council stating that the requirement to provide written recommendations and observations has been satisfied.

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

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder

COUNCIL MEETING: June 21, 2021**AGENDA ITEM NUMBER:** _____**TO: MAYOR CLARK AND CITY COUNCILORS****FROM: TIM WOOD, FINANCE DIRECTOR****SUBJECT: DELINQUENT SEWER ASSESSMENTS****ISSUE:**

The City of Keizer collects sewer fees from residents and businesses of Keizer. The attached list marked as exhibit "A" represents an itemized list of delinquent accounts through March 31, 2021. Each resident (and property owner, if different) has been notified by certified letter and given a sufficient amount of time to remit payment for their accounts. ORS 454.225 authorizes the City to certify the delinquent amounts to the County Assessor for the amounts assessed against the premises serviced. The statute also allows the City to collect penalty, interest or costs associated with the delinquencies. A 10% delinquent amount has been added as a penalty and a \$39.00 administration fee has been added to cover the City's costs.

FISCAL IMPACT:

Delinquent assessments total \$2065.00 for tax year 2021-2022. This compares to \$4,261.16 for tax year 2020-2021.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution, which certifies the delinquent sewer accounts to the County Assessor for collection.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

CERTIFICATION OF DELINQUENT SEWER ACCOUNTS

WHEREAS, the City of Keizer is responsible for the collection of sewer fees from the residents of Keizer;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer that the attached Exhibit "A" is an itemized list of delinquent sewer charges through March 31, 2021 that the City has been unable to collect through the usual collection procedures.

BE IT FURTHER RESOLVED that ten percent (10%) of the delinquent amount has been added as a penalty and that a \$39.00 administration fee has been added to cover the City's costs.

BE IT FURTHER RESOLVED that the amounts certified on the attached Exhibit "A" shall be added to the appropriate tax accounts as indicated pursuant to ORS 454.225.

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

PASSED this _____ day of _____, 2021.

SIGNED this _____ day of _____, 2021.

Mayor

City Recorder

Property ID	Service Address	Owner's Name	Sewer	Sewer Admin	Total Billing	Penalty 10%	Chg \$39.00	Total
R520087	7225 WHEATLAND RD N	ROBERT & BARBARA HASKINS	395.87	37.50	433.37	43.34	39.00	\$515.71
R520165	7029 FIR GROVE LANE N	SHANNON & SCOTT WHITE	395.87	37.50	433.37	43.34	39.00	\$515.71
R520126	7495 WHEATLAND RD N	PATRICK BRYANT	395.87	37.50	433.37	43.34	39.00	\$515.71
R565528	1551 SIEBURG DR NE	LAURA SCOTCH	397.84	37.50	435.34	43.53	39.00	\$517.87
								\$2,065.00

COUNCIL MEETING: June 21, 2021

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: TIM WOOD
CITY MANAGER PRO TEM

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

SUBJECT: INITIATING AUBREY GLENN STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

ISSUE:

Shall the City Council initiate Aubrey Glenn Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on June 1, 2021 by the developer of Aubrey Glenn to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

It is recommended that the City Council approve the Resolution Initiating Aubrey Glenn Street Lighting Local Improvement District and direct the City Engineer to prepare a survey of the area.

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

The undersigned being the owner or contract purchaser of the described property hereinafter set opposite my or its name, hereby petition the Keizer City Council to form a **STREET LIGHTING LOCAL IMPROVEMENT DISTRICT** for:

Aubrey Glenn

within the City of Keizer.

The legal description of the proposed district is:

See Attached Exhibit A.

PLEASE ATTACH A MAP OF THE AREA

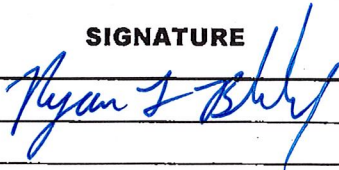
This petition to form this district is in conformity with the charter, ordinances and regulations of the City of Keizer.

PETITION SUBMITTED BY:

NAME: Jeremy Grenz

ADDRESS: 1155 13th Street SE., Salem, OR 97302

PHONE NUMBER: 503-363-9227

DATE	DEED HOLDER/CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
5/28/2021	Trademark Enterprises, LLC		1005 Bair Rd. NE., Keizer

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**Resolution R2021-_____****DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT (AUBREY GLENN) AND DIRECTING THE CITY
ENGINEER TO MAKE A SURVEY AND FILE A WRITTEN REPORT WITH THE CITY
RECORDER**

WHEREAS, the City Council of the City of Keizer has received a petition from the developer to initiate a street lighting district in the Aubrey Glenn development in the City of Keizer, Oregon; and

WHEREAS, pursuant to City of Keizer Ordinance 94-278, the necessary signatures of land owner comprising two-thirds of the property to be included within Aubrey Glenn Street Lighting District have requested the formation of the district;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer that:

1. The City Council declares its intent to initiate Aubrey Glenn Street Lighting Local Improvement District;
2. The map attached hereto, marked Exhibit "A", and by this reference incorporated herein sets forth the proposed boundaries of the district;
3. The City Engineer is hereby directed to make a survey of the District;
4. The City Engineer shall file a written report with the City Recorder on or before July 13, 2021

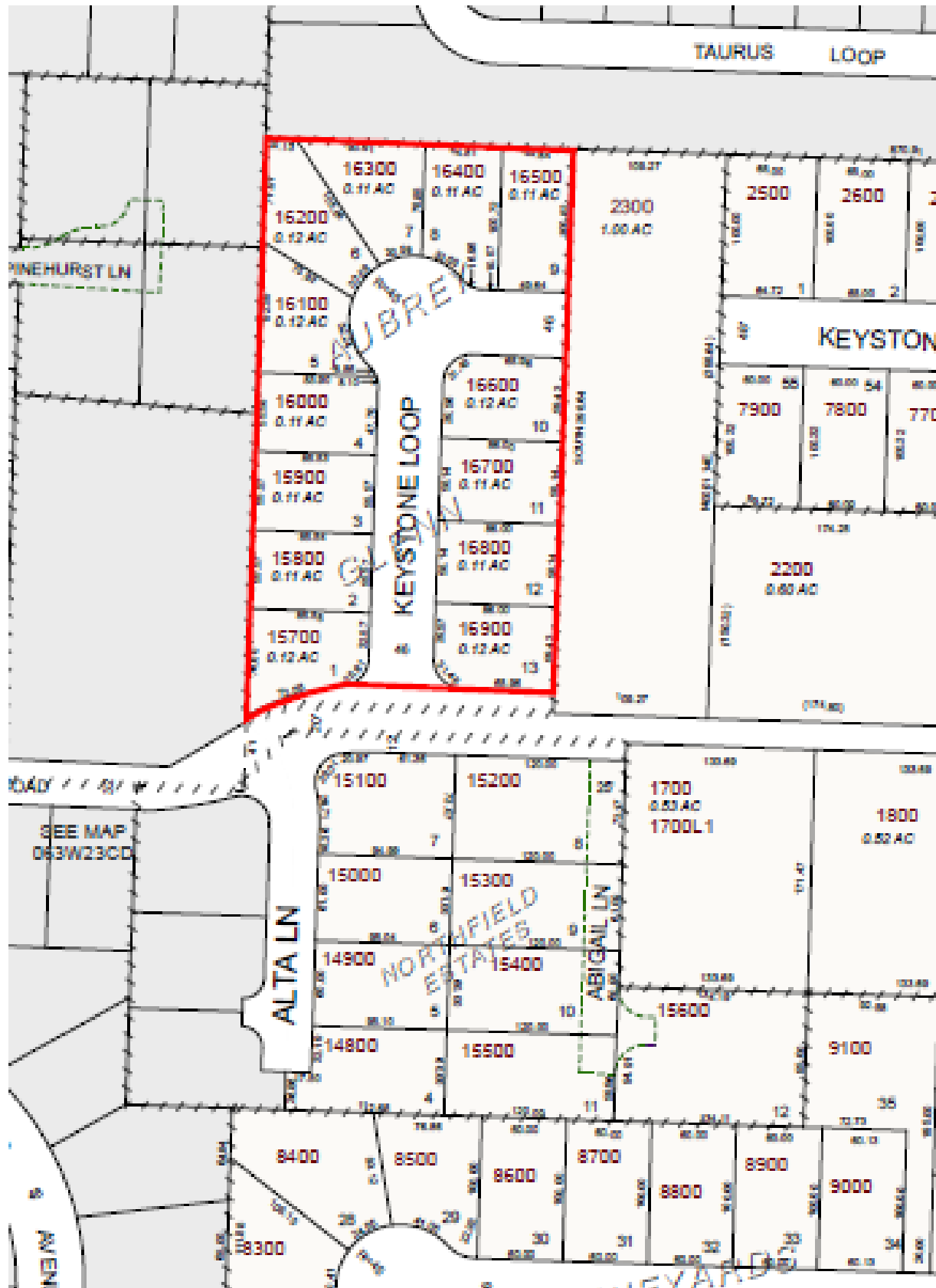
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this ____ day of _____, 2021.

SIGNED this ____ day of _____, 2021.

Mayor

City Recorder



CITY COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER PRO-TEM**

**FROM: BILL LAWYER
PUBLIC WORKS DIRECTOR**

SUBJECT: VACUUM COMBINATION TRUCK PURCHASE

DATE: June 14, 2021

BACKGROUND:

The Public Works Department allocated funding in the FY-21/22 Stormwater Fund and the Water Fund to purchase a new vacuum combination truck to be used for cleaning and maintaining the stormwater system as well as being used to perform hydro-excavating activities throughout the city. The new vacuum combination truck will be a 2022 VacCon Model TA311EN/1300 on a 2022 Peterbilt 567 chassis. This truck replaces a 2007 VacCon vacuum combination truck.

Staff researched trucks of this type and narrowed the search down to 2 manufactures, VacCon and Vactor. Staff arranged demonstrations of both brands which enabled them to operate each brand and score them based on pre-determined criteria. The scoring showed VacCon as the preferred brand. Enviro-Clean Equipment of Portland provided a quote with a purchase price of \$466,569.00 for the VacCon truck.

FISCAL IMPACT:

The funds for the purchase of this piece of equipment are included in the City Council adopted FY-21/22 Stormwater Fund and FY-21/22 Water Fund budgets.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manger to purchase a 2022 VacCon Model TA311EN/1300 on a 2022 Peterbilt 567chassis from Enviro-Clean Equipment for \$466,569.00.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2021-____4
5 AUTHORIZING THE CITY MANAGER TO PURCHASE
6 VACUUM COMBINATION TRUCK7
8 WHEREAS, the City of Keizer budgeted funds in the 2021-2022 stormwater fund
9 and water fund to purchase a new vacuum combination truck to be used for cleaning and
10 maintaining the stormwater system as well as being used to perform hydro-excavating
11 activities throughout the City;12 WHEREAS, the City has researched trucks of this type and narrowed the search
13 down to two manufacturers;14 WHEREAS, after demonstrations by both manufacturers, the scoring showed the
15 preferred brand to be VacCon;16 WHEREAS, Enviro-Clean Equipment provided the quote of \$466,569.00 for the
17 VacCon truck;

18 NOW, THEREFORE,

19 BE IT RESOLVED by the City Council of the City of Keizer that the City
20 Manager is hereby authorized to purchase a 2022 VacCon Model TA311EN/1300 on a
21 2022 Peterbilt 567 chassis from Enviro-Clean Equipment for \$466,569.00.22 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
23 and all necessary acts to effectuate the purchase of the 2022 VacCon truck.
24

1 BE IT FURTHER RESOLVED that the funding for the 2022 VacCon truck shall
 2 be from the stormwater fund and water fund.

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

5 PASSED this _____ day of _____, 2021.

6 SIGNED this _____ day of _____, 2021.

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 Mayor

 City Recorder

COUNCIL MEETING: June 21, 2021

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: TIM WOOD, CITY MANAGER PRO-TEM

FROM: SHANE WITHAM, PLANNING DIRECTOR

SUBJECT: AUTHORIZATION TO SUBMIT APPLICATION FOR FUNDS TO UPDATE KEIZER DEVELOPMENT CODE TO COMPLY WITH HB2001 FOR MIDDLE HOUSING REQUIREMENTS.

BACKGROUND:

HB2001 requires Cities to allow for the development of “Middle Housing” within residential zones. There was an extensive rule making process which resulted in a “model code” and Administrative Rules that contain specific requirements for the development of duplexes, triplexes, quadplexes, cottage clusters, and townhouses. There have been ongoing conversations at Planning Commission regarding the work that needs to be done updating city regulations to address HB2001. This project is identified on the Planning Commission’s work plan, and it should be noted that HB2001 requires that adoption of all changes must occur no later than the end of June 2022.

Recently (May), the Oregon Department of Land Conservation and Development (DLCD) informed us that funding will likely be allocated to assist local communities in making necessary updates to land use regulations in order to comply with HB2001. Our DLCD representative encouraged us to apply for Planning Assistance funding, since we are considered a priority community. Staff submitted a Request for Interest (RFI) letter in May and plans to submit the application by the end of June.

If funding is awarded, the state will pay a consultant to assist staff in completing this project. Consultant support will be extremely helpful considering the complexity of this project and the extremely limited staff resources in the Planning Department. The consultant will help identify areas of the KDC that need to be amended, and draft adoption-ready code language which will be used for public hearings before the Planning Commission and City Council.

This project will be directly funded by the state and contracted by the state if awarded to the City. No direct City budget impact is created. Staff is asking the City Council to authorize the submittal of the application.

RECOMMENDATION:

Adopt the attached Resolution.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING THE PLANNING DIRECTOR TO APPLY FOR FUNDS FROM OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR ASSISTANCE IN UPDATED LAND USE REGULATIONS TO COMPLY WITH HB2001

WHEREAS, the Oregon Department of Land Conservation and Development notified the City that funds will likely be available to potential cities to assist with necessary updates to land use regulations to comply with HB2001;

WHEREAS, the City of Keizer desires to participate in this grant program to the greatest extent possible;

WHEREAS, the City of Keizer submitted a request for interest in May;

WHEREAS, the City was notified that it was identified as a potential recipient for funding;

WHEREAS, the City will benefit from the funding by the receipt of the identification of areas that the land use regulations need to be amended in order to comply with HB2001;

WHEREAS, if awarded, the state would contract with and pay the contractor;

WHEREAS, the City of Keizer will have no direct fiscal impact, as all participation from the City would be soft match in staff time, meeting space and logistical support;

1 WHEREAS, the grant request must be authorized and supported by the City
2 Council;

3 NOW, THEREFORE,

4 BE IT RESOLVED by the City Council of the City of Keizer that the City Council
5 supports the project and that the Planning Director is authorized to apply for a grant to
6 obtain areas of the land use regulations that need to be amended and draft adoption-ready
7 code language to be used for public hearings in order to comply with HB2001 from the
8 Oregon Department Land Conservation and Development.

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

11 PASSED this _____ day of _____, 2021.

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13 SIGNED this _____ day of _____, 2021.

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Mayor

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City Recorder

COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER PRO TEM**

**FROM: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following vehicle that is of no further use to the Keizer Police Department:

2010 Black 4-door Dodge Charger - VIN: 2B3AA4CV5AH224072

This vehicle was authorized to be “auctioned” on June 1, 2020 under Resolution R2020-3084. Prior to auctioning, Chemeketa Community College showed interest in purchasing.

RECOMMENDATION:

Adopt the attached Resolution amending Resolution R2020-3084 to authorize the vehicle to be sold to Chemeketa Community College Law Enforcement Related Experience (L.E.R.E.) Program, or allow the auctioning of the vehicle as authorized in Resolution 2020-3084. Proceeds of the surplus vehicle sales to be transferred to Police Miscellaneous Revenue.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AMENDING THE RESOLUTION AUTHORIZING DISPOSITION
OF SURPLUS PROPERTY (POLICE DEPARTMENT VEHICLE);
(AMENDING RESOLUTION NO. R2020-3084)

WHEREAS, on June 1, 2020 the City Council adopted Resolution No. R2020-3084 authorizing disposition of surplus property;

WHEREAS, prior to disposal of the 2010 Black 4-door Dodge Charger VIN 2B3AA4CV5AH224072, Chemeketa Community College showed interest in purchasing the vehicle;

WHEREAS, the City Council wishes to amend Resolution No. R2020-3084 to amend the method of disposal of the 2010 Black 4-door Dodge Charger;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2020-3084 shall be amended by allowing the 2010 Black 4-door Dodge Charger VIN 2B3AA4CV5AH224072 to be sold directly to Chemeketa Community College Law Enforcement Related Experience Program, or by auctioning as original contemplated.

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

3 PASSED this _____ day of _____, 2021.

4

5 SIGNED this _____ day of _____, 2021.

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Mayor

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City Recorder

COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: TIM WOOD
CITY MANAGER PRO TEM**

**FROM: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following vehicle that is of no further use to the Keizer Police Department:

2015 Black 4-door Ford Interceptor - VIN: 1FM5K8AR6FGA70304
Estimated Value: \$1,500

RECOMMENDATION:

Adopt the attached Resolution authorizing the vehicle to be sold to Chemeketa Community College Law Enforcement Related Experience (LERE) Program or auctioned as allowed in Surplus Property Ordinance 2008-579. Proceeds of the surplus vehicle sales to be transferred to Police Miscellaneous Revenue.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
(POLICE DEPARTMENT VEHICLE)

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

WHEREAS, Keizer Police Department 2015 Black 4-door Ford Interceptor, VIN: 1FM5K8AR6FGA70304 with a value of \$1,500 has been identified as being of no further use for public purposes;

WHEREAS, the above referenced Ordinance 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 2015 Black 4-door Ford Interceptor, VIN: 1FM5K8AR6FGA70304 as surplus property because it is no longer useful or needed;

WHEREAS, the City Manager Pro Tem approves of the disposal of the 2015 Black 4-door Ford Interceptor, VIN: 1FM5K8AR6FGA70304 as surplus property;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer declares the 2015 Black 4-door Ford Interceptor, VIN: 1FM5K8AR6FGA70304 to be surplus property.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the 2015 Black 4-door Ford Interceptor, VIN: 1FM5K8AR6FGA70304 be disposed of by selling it to the Chemeketa Community College Law Enforcement Related Experience Program or by auctioning as allowed under the procedures set forth in Ordinance No. 2008-579.

1 BE IT FURTHER RESOLVED that the City Manager is authorized to take any and
2 all necessary acts to effectuate the disposal of the surplus property.

3 BE IT FURTHER RESOLVED that the proceeds of the surplus property shall be
4 applied to the police miscellaneous revenue in the General Fund.

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

7 PASSED this _____ day of _____, 2021.

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9 SIGNED this _____ day of _____, 2021.

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Mayor

City Recorder

COUNCIL MEETING: June 21, 2021

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK and CITY COUNCIL MEMBERS

THRU: TIM WOOD, CITY MANAGER PRO TEM

FROM: JOHN TEAGUE, CHIEF OF POLICE

SUBJECT: CONTRACTS WITH SALEM KEIZER SCHOOL DISTRICT

ISSUE:

In 2020, the Salem Keizer School District (SKSD) superintendent advised she was considering removing School Resource Officers (SROs) from daily presence in the schools. In March 2021, she advised the school board that she was ending SRO contracts; however, the SKSD identified two critical needs for a contractual relationship with local law enforcement.

RESOLUTION:

The SKSD and law enforcement cooperatively developed two law enforcement resources dedicated to the school district. Each is described briefly below and more thoroughly in the exhibits. It's noteworthy that neither have a daily or otherwise routine presence in a school, quite unlike the SRO model, which was abandoned.

The SKSD Safety and Support Response Team (SSRT) is a multidisciplinary team dedicated to student and staff safety and to the academic success of especially unruly or threatening students. As a member of the multidisciplinary team, the SSRT officer provides an informed and experienced local law enforcement perspective.

The SKSD knows there will be occasions when law enforcement must interact with students, including at the request of the district, and the SKSD wants to ensure the officers are well-versed in district policies and have long-standing relationships with the SKSD administration. The Youth Safety and Support Officer (YSSO) will investigate major crimes reported to the YSSO by the school district.

The SSRT officer and the YSSO are fully funded by the school district and with some reasonable exceptions will work exclusively for the school district while remaining firmly attached to, supported by, and familiar with the daily activities of the employing law enforcement agency; subsequently, there is some shared supervision, with the school district paying 50% of the costs of a supervisor at the law enforcement agency.

RECOMMENDATION:

Adopt the attached Resolution authorizing the Chief of Police to sign the SSRT and YSSO intergovernmental agreements.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2021-_____

AUTHORIZING CHIEF OF POLICE TO ENTER INTO
INTERGOVERNMENTAL AGREEMENTS WITH SALEM-KEIZER
SCHOOL DISTRICT 24J (SAFETY AND SUPPORT RESPONSE
TEAM OFFICER; AND YOUTH SAFETY AND SUPPORT OFFICER)

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements;

WHEREAS, the City of Keizer and the Salem-Keizer School District 24J (SKSD)
wish to establish a positive working relationship in an effort to prevent serious safety
concerns for students enrolled in the schools and to assist in students' social and
emotional development;

WHEREAS, SKSD wishes to secure law enforcement services for a Safety and
Support Response Team Officer and a Youth Safety and Support Officer by entering into
Intergovernmental Agreements with the City for those services;

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Chief of
Police is authorized to enter into the Intergovernmental Agreements attached and by this
reference incorporated herein.

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

3 PASSED this _____ day of _____, 2021.

4

5 SIGNED this _____ day of _____, 2021.

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Mayor

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City Recorder

INTERGOVERNMENTAL AGREEMENT

This Agreement is made between

CITY OF KEIZER

by and through the Police Department
("CITY"),

And

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

for the purpose of providing youth support services pursuant to a Safety and Support Response Team Officer for the Salem-Keizer public schools during the 2021-2026 school years

RECITALS

- A. The DISTRICT is a public body under ORS Chapter 332 engaged in providing K-12 educational services in the Salem and Keizer area; and
- B. The CITY is a public body engaged in providing municipal services, including supporting youth, to its citizens; and
- C. The parties wish to establish a positive working relationship in a cooperative effort to prevent serious safety concerns for students enrolled in District schools and to assist in students' social and emotional development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses, district buildings and within our community, which is conducive to teaching and learning; and
- E. The parties find that the performance of this agreement will benefit the public; and
- F. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

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

1. CITY OBLIGATIONS: CITY shall provide youth support services as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in DISTRICT schools, including specific individuals chosen by the CITY in collaboration with the DISTRICT and assigned as members of the Safety and Support Response Team (SSRT) as agreed upon in writing between the CITY and DISTRICT.

2. DISTRICT OBLIGATIONS:

2.1 The DISTRICT shall compensate the CITY for 100% for 12 months of services provided under this Agreement by payment of the total sum of \$202,474.00. Payment will be divided into three equal installments of \$67,491.33. The first payment is due the first day of July 2021. The second installment shall be due and payable on the first day of November 2021, and the third and final installment shall be due and payable on the first day of March 2022. Subsequent payments will be on the same days each year. If CITY is unable to fill this position on July 1, 2021, the total payment will be reduced on a pro rata basis based on the SSRT officer's start date. The adjustment will be made in the November 1, 2021 payment.

2.2 The DISTRICT shall pay twenty-five percent (25%) of the direct costs of each assigned CITY SSRT supervisor and associated expenses for the duration of this contract. This payment is included in the total set forth in Section 2.1.

2.3 The direct costs for one employee includes: salary and benefits, supplies, clothing allowance, DISTRICT-specific training, and other incidental expenses as agreed upon.

2.4 The CITY shall bill the DISTRICT for the equivalent of one hundred percent (100%) of all overtime incurred by the CITY's SSRT members overtime that is a direct result of the members assignments to the DISTRICT's teams. The CITY will bill the DISTRICT monthly for overtime expenses previously incurred, not to exceed \$1500 monthly except by written authorization which may be retroactive.

2.5 The total sum for annual services set forth in Section 2.1 shall increase four percent (4%) each year beginning on July 1, 2022 and July 1 of each following year.

2.6 In addition to the annual cost for services set forth in Section 2.1, DISTRICT shall pay a one-time cost of \$30,000 to the CITY no later than

July 1, 2021 for a properly up-fitted unmarked vehicle for use by the SSRT officer. The vehicle shall be owned, maintained and insured by CITY.

2.7 CITY and the SSRT officer are subject to the terms of a collective bargaining agreement.

3. TERMINATION:

3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective upon the authorizing signatures of both parties, and shall remain in effect up to and including June 30, 2022, together with four automatic one-year extensions.

3.2 This Agreement will automatically renew July 1 each year unless written notice of non-renewal is given by one party to the other party not less than one (1) year prior to renewal. Each notice must be given not later than June 30 each year. Notice cannot be given prior to July 1, 2021. Unless terminated earlier, this Agreement shall terminate June 30, 2026.

3.3 The CITY and DISTRICT may terminate this Agreement by mutual agreement at any time.

4. GENERAL PROVISIONS:

4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement. Each party is solely responsible for the supervision, direction, wages, benefits and workers compensation coverage of its own employees.

4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00, which names the other party, its employees, officers, and agents as additional insureds. The CITY and/or the DISTRICT, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.

4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.

4.6 This Agreement may be amended only by a written instrument executed with the same formalities as this Agreement.

4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

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

If to the CITY: John Teague
 Chief of Police
 City of Keizer
 PO Box 21000
 Keizer, OR 97307
 Fax: (503) 390-8295

If to the DISTRICT: Michael D. Wolfe
 Chief Operations Officer
 Salem-Keizer School Dist. 24J
 PO Box 12024
 Salem, OR 97309-0024
 Fax: (503) 399-5579

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

4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest

extent permitted the intent of the DISTRICT and CITY as set forth in this Agreement.

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

4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

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

CITY OF KEIZER

SALEM-KEIZER SCHOOL DISTRICT 24J

BY: _____
John Teague
Chief of Police

DocuSigned by:
Michael Wolfe
BY: _____
Michael D. Wolfe
Chief Operations Officer

DATED: _____

DATED: 6/14/2021 _____

Exhibit "A"
Memorandum of Understanding
Between
CITY OF KEIZER
and
SALEM-KEIZER SCHOOL DISTRICT 24J

EMPLOYMENT AND ASSIGNMENT OF Safety and Support Response Team member
(hereinafter "SSRT")

In the event the SSRT member is absent from work, the SSRT member or SSRT's supervisor will notify the Director of Safety and Risk Management Services (SRMS) or their designee.

In the event of a SSRT member's long term absence, the DISTRICT and the CITY will collaboratively determine if the temporary placement of another employee assigned as a SSRT member is warranted.

In the event of a long-term absence of a SSRT member, more than five consecutive business days or more, the CITY will work with the DISTRICT, through its SRMS Director, to ensure the SSRT will maintain appropriate and necessary coverage.

SSRT members will remain employees of the CITY and will not be employees of the DISTRICT. However, for purposes of information sharing, the SSRT will be considered part of the school DISTRICT administration team. The SSRT shall agree to sign a confidentiality agreement in compliance with FERPA and district policy. The DISTRICT and the CITY acknowledge that the SSRT member remains responsive to the supervision / authority of the CITY. SSRT member will be responsible for following all applicable laws and directives as it relates to sharing with district personnel information from law enforcement databases.

SSRT members report to the chain of command in their agency, but are also responsible to SRMS for mutually approved routine schedules. The CITY SSRT supervisor will work collaboratively with SRMS or their designee to determine training schedules, leave time (including personal and vacation) and other off campus non-SSRT duties.

SSRT members will meet at least monthly with SRMS to discuss any changes to schedules or other SSRT related duties, teaming, and ongoing collaboration.

DEDICATED HOURS

SSRT members are to be dedicated to support the work as defined by the DISTRICT. As such, the CITY will reasonably limit SSRT members' operational specialties or training disciplines. Those limitations may include limiting the number of instruction days/sessions or limiting the number of specialty unit training sessions attended. Should the CITY decide to allow a SSRT member to pursue non-SSRT related operational specialties, the CITY will work collaboratively with the district and SSRT leadership to ensure the SSRT has adequate coverage, and subsequently, a substitute member may be provided or the District will adjust payments according to the daily rate (100% of personnel and associated equipment costs) multiplied by the days absent, pursuant to Section 2.1 of this Agreement.

All SSRT members shall wear business attire, firearm and a prominently displayed badge and district identification, as their daily uniform, while working in their capacity pursuant to this Agreement. SSRT members who are engaging in work where there is a higher level of potential threat (such as the potential for weapons to be present), police action may take place (to include entering a home under the powers of a police officer to effect an arrest or investigate potential criminal allegations), or there is a requirement per department policy or law that a SSRT member be clearly identifiable as a law enforcement officer, the SSRT member may wear an alternate uniform. That uniform will contain, at a minimum, a department uniform or polo shirt with department patch and officer name or a jacket/vest with POLICE prominently displayed, a ballistic vest, clearly displayed badge, and firearm.

DUTIES OF THE SSRT MEMBER ARE AS FOLLOWS:

The Safety and Support Response Team (SSRT) is comprised of five individual sections:

1. Student Threat Assessment Team;
2. Marion County Adult Threat Advisory Team;
3. Sexual Incident Response Committee;
4. Suicide Risk Assessment Team;
5. Active participation within the Juvenile Fire Setter Intervention Network.

The SSRT is made up of community professionals dedicated to public and staff safety, as well as the educational success and safety of students who have engaged in, or are preparing to engage in, behaviors that could result in significant harm, injury, or death.

The SSRT is focused on providing preventive, inclusive, and culturally sensitive solutions to these behaviors. In all cases, it is the goal of the SSRT to be a deterrent to discipline with the focus on wrap-around services to aid the student in their educational success and success in their future as an adult.

SSRT law enforcement members are not School Resource Officers and are not charged with the duties or responsibilities of a School Resource Officer. Barring an emergency, or mandatory response set forth in policy or ethical obligations, the duties of a SSRT member include but are not limited to:

- Attending Mid-Valley Student Threat Assessment Team meetings (STAT)
- Attending Mid-Valley Sexual Incident Response Committee meetings (SIRC)
- Attending meetings of the Marion County Juvenile Fire setter Intervention Network
- Acting as a liaison in gathering and sharing information or records related to criminal investigations or incidents, involving SKPS, student, staff, or adults from all criminal justice resources as it pertains to the function of STAT, SIRC, Fire, and SRA Records. "Records" do not include those that cannot be released pursuant to Oregon Revised Statutes 192.559(9)(a), 419A.255 and, 419A.257.
- Participating as the law enforcement representative in all level 1 STAT, SIRC, and Fire assessments
- Participating as the law enforcement representative in all level 2 STAT and SIRC assessments
- Providing consultation to the Suicide Risk Assessment Team (SRA)
- Assisting SRA with any immediate danger to self or others safety holds, as determined by the SSRT officer.
- Providing consultation to the SRA for safety and welfare checks during school to help determine the appropriate response.
- Acts as a liaison to the mobile crisis response team
- Attending as a SKPS representative to the Marion County Threat Advisory Team
- Providing in-depth guidance of criminal justice systems to aid in STAT, SIRC, Fire setter, and SRA assessments
- Acting as a consultant to school teams related to the Safety and Support Response Team
- Providing guidance to families on how to navigate the criminal justice system, including providing support and/or resources to students who have been victimized, or to families who believe their child(ren) may be at risk of harm

- Review police reports to intervene proactively with mental health support, school response teams, and implementation of prevention strategies
- Assisting in any immediate safety and security response to any circumstance where it is believed violence is imminent or there is a risk of serious physical injury or death during the school week
- Attends training related to the SSRT systems, school safety systems, early intervention, trauma-informed practices, restorative justice, equity, and bias
- Acts as a liaison to local law enforcement agencies to build knowledge regarding prevention, school safety systems, early intervention, trauma-informed practices, restorative justice, equity, and bias
- Assisting SSRT in Level 1 and Level 2 annual training (developed and delivered as needed by the CITY and DISTRICT)

COMMUNICATION:

The CITY shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the SSRT.

As needed, the SRMS management will address campus administrators and provide clear and complete information about SSRT roles, availability, and duties.

SSRT SELECTION:

The SRMS director or his / her designee will be part of any selection process for law enforcement candidates who wish to be a member of the SSRT.

SSRT MEMBER PERFORMANCE:

The DISTRICT through the Director of Safety and Risk Management shall communicate routinely on the performance of the SSRT member.

The CITY SSRT supervisor will review the performance of the SSRT member on a routine basis to determine if they are meeting minimum expectations. If it is determined they are not meeting minimum expectations, the SSRT member will be advised in the areas they are deficient and provided a reasonable opportunity to correct their performance. If the SSRT member is unable to raise their work performance to meet minimum standards, the SSRT member may be reassigned from the SSRT.

Inadequate behavior or criminal behavior by a SSRT member will be addressed by the CITY immediately.

EVALUATION

It is mutually agreed that the DISTRICT and the CITY shall evaluate the SSRT Program at the conclusion of the school year.

INTERGOVERNMENTAL AGREEMENT

This Agreement is made between

CITY OF KEIZER

by and through the Police Department
("CITY"),

And

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

for the purpose of providing youth support services pursuant to a Youth Safety and Support Officer for the Salem-Keizer public schools during the 2021-2026 school years

RECITALS

- A. The DISTRICT is a public body under ORS Chapter 332 engaged in providing K-12 educational services in the Salem and Keizer area; and
- B. The CITY is a public body engaged in providing municipal services, including supporting youth, to its citizens; and
- C. The parties wish to establish a positive working relationship in a cooperative effort to prevent serious safety concerns for students enrolled in District schools and to assist in students' social and emotional development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses, district buildings and within our community, which is conducive to teaching and learning; and
- E. The parties find that the performance of this agreement will benefit the public; and
- F. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

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

1. CITY OBLIGATIONS: CITY shall provide youth support services as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in DISTRICT schools, including specific individuals chosen by the CITY in collaboration with the DISTRICT and assigned as members of the Youth Safety and Support Officer (YSSO) as agreed upon in writing between the CITY and DISTRICT.

2. DISTRICT OBLIGATIONS:

2.1 The DISTRICT shall compensate the CITY for 100% for 12 months of services provided under this Agreement by payment of the total sum of \$202,474.00. Payment will be divided into three equal installments of \$67,491.33. The first payment is due the first day of July 2021. The second installment shall be due and payable on the first day of November 2021, and the third and final installment shall be due and payable on the first day of March 2022. Subsequent payments will be on the same days each year. If CITY is unable to fill this position on July 1, 2021, the total payment will be reduced on a pro rata basis based on the YSSO officer's start date. The adjustment will be made in the November 1, 2021 payment.

2.2 The DISTRICT shall pay twenty-five percent (25%) of the direct costs of each assigned CITY YSSO supervisor and associated expenses for the duration of this contract. This payment is included in the total set forth in Section 2.1.

2.3 The direct costs for one employee includes: salary and benefits, supplies, clothing allowance, DISTRICT-specific training, and other incidental expenses as agreed upon.

2.4 The CITY shall bill the DISTRICT for the equivalent of one hundred percent (100%) of all overtime incurred by the CITY's YSSO members overtime that is a direct result of the members assignments to the DISTRICT's teams. The CITY will bill the DISTRICT monthly for overtime expenses previously incurred, not to exceed \$1500 monthly except by written authorization which may be retroactive.

2.5 The total sum for annual services set forth in Section 2.1 shall increase four percent (4%) each year beginning on July 1, 2022 and July 1 of each following year.

2.6 In addition to the annual cost for services set forth in Section 2.1, DISTRICT shall pay a one-time cost of \$30,000 to the CITY no later than

July 1, 2021 for a properly up-fitted unmarked vehicle for use by the YSSO officer. The vehicle shall be owned, maintained and insured by CITY.

2.7 CITY and the YSSO officer are subject to the terms of a collective bargaining agreement.

3. TERMINATION:

3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective upon the authorizing signatures of both parties, and shall remain in effect up to and including June 30, 2022, together with four automatic one-year extensions.

3.2 This Agreement will automatically renew July 1 each year unless written notice of non-renewal is given by one party to the other party not less than one (1) year prior to renewal. Each notice must be given not later than June 30 each year. Notice cannot be given prior to July 1, 2021. Unless terminated earlier, this Agreement shall terminate June 30, 2026.

3.3 The CITY and DISTRICT may terminate this Agreement by mutual agreement at any time.

4. GENERAL PROVISIONS:

4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement. Each party is solely responsible for the supervision, direction, wages, benefits and workers compensation coverage of its own employees.

4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00, which names the other party, its employees, officers, and agents as additional insureds. The CITY and/or the DISTRICT, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.

4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.

4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.

4.6 This Agreement may be amended only by a written instrument executed with the same formalities as this Agreement.

4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

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

If to the CITY: John Teague
 Chief of Police
 City of Keizer
 PO Box 21000
 Keizer, OR 97307
 Fax: (503) 390-8295

If to the DISTRICT: Michael D. Wolfe
 Chief Operations Officer
 Salem-Keizer School Dist. 24J
 PO Box 12024
 Salem, OR 97309-0024
 Fax: (503) 399-5579

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

4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest

extent permitted the intent of the DISTRICT and CITY as set forth in this Agreement.

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

4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

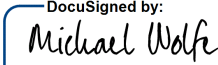
4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

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

CITY OF KEIZER

SALEM-KEIZER SCHOOL DISTRICT 24J

BY: _____
John Teague
Chief of Police

DocuSigned by:

BY: _____
Michael D. Wolfe
Chief Operations Officer

DATED: _____

DATED: 6/14/2021 _____

Exhibit "A"
Memorandum of Understanding
Between
CITY OF KEIZER
and
SALEM-KEIZER SCHOOL DISTRICT 24J

EMPLOYMENT AND CONFIDENTIALITY

The Youth Safety and Support Officer (YSSO) will remain an employee of the CITY and will not be an employee of the DISTRICT. The DISTRICT and the CITY acknowledge that the YSSO will remain responsive to the supervision / authority of the CITY.

For purposes of information sharing, the YSSO will be considered part of the DISTRICT administration team. The YSSO's primary relationship will be through the DISTRICT's Director of Safety and Risk Management Services (SRMS)

The YSSO will be responsible for following all applicable laws and directives related to sharing with district personnel information from law enforcement databases.

The YSSO shall agree to sign a confidentiality agreement in compliance with FERPA and district policy.

Any information that the YSSO conveys to the DISTRICT about a criminal investigation must remain confidential. The DISTRICT acknowledges that some information about some components of some criminal investigations cannot be shared with persons who are not peace officers.

YSSO will meet weekly with the Director of SRMS to discuss any changes to schedules or YSSO-related duties, review DISTRICT priorities, and ongoing collaboration. Both parties agree that programmatic changes to the YSSO position will be captured and memorialized in this exhibit on a yearly basis, prior to June 30th.

DEDICATED HOURS

The YSSO is to be dedicated to work for the DISTRICT. The YSSO's CITY supervisor and Director of SRMS will work collaboratively to ensure the YSSO meets CITY and DISTRICT obligations. As such, the CITY will make reasonable accommodations regarding the YSSO's obligations to work that is not for the DISTRICT, including, for example, training required by the CITY. Similarly, the DISTRICT will make reasonable accommodations for such requirements by the CITY.

In the event the YSSO is absent from work, the YSSO or YSSO's CITY supervisor will notify the SMRS or designee.

In the event of a long-term absence of a YSSO, five consecutive business days or more, the CITY will work with the DISTRICT, through its Director of SRMS to ensure the CITY will maintain appropriate and necessary coverage.

In the event of a YSSO's long term absence, the DISTRICT and the CITY will collaboratively determine if the temporary placement of another employee assigned as a YSSO is warranted.

When necessary, a substitute YSSO may be provided or the DISTRICT may adjust payments according to the daily rate (100% of personnel and associated equipment costs) multiplied by the days absent (see Intergovernmental Agreement 2.1).

CLOTHING

As the daily uniform, the YSSO shall wear casual business attire, a firearm (and a prominently displayed badge when the firearm is visible), and district identification.

When there is a higher level of threat or as otherwise determined by the Director of SRMS and the YSSO or as required by CITY policy, the YSSO may wear a typical police uniform.

DUTIES OF THE YSSO

In the context of DISTRICT policies and rules, the YSSO provides community-based policing support to the DISTRICT through its Director of SRMS; subsequently, the YSSO is obligated to develop fluency with the DISTRICT's policies and rules.

While the YSSO's primary duty is to investigate major crimes reported to the YSSO by the DISTRICT or as collaboratively agreed upon with the Director of SRMS, additional responsibilities include:

- Serve as liaison to the DISTRICT's Emergency Operations Center (EOC)
- Provide critical information and communications that affect the school environment
- Assist the director of SRMS in developing plans and strategies to prevent and/or mitigate dangerous situations that may occur on any DISTRICT owned property

DISCIPLINE NOT A DUTY

Student discipline is a DISTRICT function, distinct from the duties of the YSSO; subsequently, the YSSO shall not participate or be asked to participate in DISTRICT decisions or actions involving student discipline.

A criminal investigation conducted by a YSSO is acknowledged to be and shall remain independent of DISTRICT decisions or actions involving student discipline.

SEARCH, ARREST, AND INVESTIGATION PROCEDURES

When conducting investigations, searches, or making arrests on school property, the YSSO shall act in accordance with the United States Constitution, the Oregon Constitution, the statutes of the State of Oregon, CITY policies and procedures, and DISTRICT policies and procedures.

COMMUNICATION

The CITY shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the YSSO.

The DISTRICT will address campus administrators and provide clear and complete information about YSSO roles, availability, and duties.

Generally, DISTRICT staff will communicate statutorily required mandatory reports to the Oregon Department of Human Services, not to the YSSO.

YSSO SELECTION

The Director of SRMS or designee will be part of the selection of the YSSO.

YSSO PERFORMANCE AND EVALUATION

The DISTRICT and the CITY shall jointly develop an evaluation system.

The DISTRICT through the Director of SRMS shall routinely communicate to the CITY YSSO supervisor on the performance of the YSSO.

The CITY YSSO supervisor will review the performance of the YSSO on a routine basis to determine if the YSSO is meeting expectations. Inadequate performance or CITY policy violations by a YSSO shall be addressed by the CITY immediately.

If necessary and in collaboration with the Director of SRMS, the YSSO may be reassigned from the YSSO IGA.



MINUTES
KEIZER CITY COUNCIL
Monday, June 7, 2021
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Roland Herrera, Councilor
Daniel Kohler, Councilor
Ross Day, Councilor
Kyle Juran, Councilor
Laura Reid, Councilor

Staff:

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

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

None

**COMMITTEE
REPORTS**

Andrea Madison, Keizer, reported that the Keizer Public Arts Commission was exploring the possibility of mosaic work near the splash park, utility box painting along River Road and purchasing the new eagle sculpture. They have commissioned a sasquatch statue and insta-art for display at Keizer Rapids Park. Councilor Day relayed a request from skate park users to solicit artists to paint the skate park.

David Dempster, Keizer, reported on the recent Traffic Safety-Bikeways-Pedestrian Committee meeting which included discussion about the Wheatland Road multi-modal corridor study, sidewalk connectivity, speed limit control, safe routes to school and the helmet program.

PUBLIC COMMENT

Rich Rodriguez, Keizer, shared information regarding the current climate crisis noting that he would be submitting a resolution related to this issue for Council adoption.

Mayor Clark read the names people submitting written comments opposing development of a casino in Salem: Denise Pierce, Sheila Kalafsky, Jill Peterson Misko, Amanda Syversen, Mary Bushing, Kim Daley, Tahner De Jongh, Diane Dawson, Elizabeth Grant, Bruce

Armstrong, Debi Lane, F.D. Lopez, Brenda P., Donalda Speight, Mirna Ibarra, Hector Ibarra, Steve Agee, Jan Scofield, Elizabeth Fielding and Kathy Sprague.

PUBLIC HEARING

a. ORDINANCE – Setting Water Rates (2022); Repealing Ordinance No. 2019-804

Mayor Clark opened the Public Hearing.

City Manager Pro Tem/Finance Director Tim Wood summarized his staff report.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Smith moved that the Keizer City Council adopt a Bill for an Ordinance Setting Water Rates (2022); Repealing Ordinance No. 2019-804. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. RESOLUTION – Amending the City of Keizer Police Services Fee; Repealing Resolution R2017-2787

Mayor Clark opened the Public Hearing.

City Manager Pro Tem/Finance Director Tim Wood summarized his staff report. Chief Teague provided additional details and information.

Rich Rodriguez, Keizer, questioned the percentage of the increase and what it would fund. Mr. Wood responded: 6.5% per year funding personnel, materials & services, fuel and pension costs.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Smith moved that the Keizer City Council approve a Resolution Amending the City of Keizer Police Services Fee; Repealing Resolution R2017-2787. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

c. RESOLUTION – Declaring the City's Election to Receive State Revenues

Mayor Clark opened the Public Hearing.

City Manager Pro Tem/Finance Director Tim Wood summarized his staff report.

With no further testimony Mayor Clark closed the Public Hearing.

Councilor Smith moved that the Keizer City Council approve a Resolution Declaring the City's Election to Receive State Revenues. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

RESOLUTION – Certifying That the City of Keizer Provides Four or More Municipal Services – Councilor Smith moved that the Keizer City Council approve a Resolution Certifying That the City of Keizer Provides Four or More Municipal Services. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

d. RESOLUTION – - Certification of Lighting District Assessments – *Mayor Clark opened the Public Hearing.*
 City Manager Pro Tem/Finance Director Tim Wood summarized his staff report.
Rich Rodriguez, Keizer, suggested consolidating the lighting districts.
Katherine Stone, Keizer, cautioned everyone about scam phone calls from callers pretending to be from Portland General Electric.
With no further testimony Mayor Clark closed the Public Hearing.
Councilor Smith moved that the Keizer City Council approve a Resolution Certification of Lighting District Assessments. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

e. RESOLUTION – Adopting FY 2021-22 Budget, Making Appropriations, and Imposing and Categorizing Taxes – *Mayor Clark opened the Public Hearing.*
 City Manager Pro Tem/Finance Director Tim Wood thanked Council and the Budget Committee for their commitment to the Budget process and summarized his staff report.
With no further testimony Mayor Clark closed the Public Hearing.
Councilor Smith moved that the Keizer City Council approve a Resolution Adopting FY 2021-22 Budget, Making Appropriations, and Imposing and Categorizing Taxes. Councilor Reid seconded. Motion passed unanimously as follows:

AYES: Clark, Reid, Herrera, Smith, Kohler, Day and Juran (7)
 NAYS: None (0)
 ABSTENTIONS: None (0)
 ABSENT: None (0)

ADMINISTRATIVE ACTION
a. Location – City Attorney Shannon Johnson summarized his staff report and referred to two photos of possible locations for the new sculpture. Discussion followed regarding maintenance and food cart locations.

**Approval for
Public
Sculpture/
Carving**

Councilor Smith moved that the Keizer City Council approve the location where Kim Steen is standing for the new sculpture. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION –
Delegating
Authority to City
Manager and
City Attorney to
Negotiate
Agreement in
Connection with
National
Opioids
Litigation**

Mr. Johnson summarized his staff report and recommended adopting the resolution noting that there is no cost to the City. He and Chief Teague then fielded questions related to use of the funds and how much of a problem there is in Keizer.

Councilor Smith moved that the Keizer City Council approve a Resolution Delegating Authority to City Manager and City Attorney to Negotiate Agreement in Connection with National Opioids Litigation. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. Interim City
Manager Update**

City Manager Pro Tem/Finance Director Tim Wood summarized his staff report noting that Wes Hare, former Albany City Manager, has been recommended to move forward based on the recommendation of Mid-Willamette Council of Governments, himself, City Attorney and Human Resources Director. He noted that this is not a hiring decision but simply an approval to move forward with the process.

Discussion followed regarding the appropriateness of the process taking place without the input of all Councilors. Mr. Johnson explained that because this is simply for the Interim City Manager, only two applications were received and the City has already gone a month past the projected time with the City Manager Pro Tem, it was deemed appropriate to move forward in this manner. Discussion followed regarding the process, candidate qualifications and Council input. A request was made to see Mr. Hare's resume.

Councilor Smith moved that the Keizer City Council direct staff to move forward with the process of reviewing Wes Hare as interim city manager by performing background and reference checks, scheduling a 'meet-and-greet' and, if there are no questions or concerns, negotiating an offer of temporary employment. Councilor Reid seconded. Motion passed as follows:

AYES: Clark, Reid, Herrera, Smith and Juran (5)

NAYS: Day and Kohler (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing Chief of Police to Enter Into Police Firearms Range Use Agreement with City of Dallas
- b. RESOLUTION – Authorizing the City Manager Pro Tem to Enter Into Agreement with Hicks Striping & Curbing, Inc. For Repainting of Pavement Legends
- c. RESOLUTION – Authorizing Disposition of Surplus Property – (Police Department Vehicle)
- d. RESOLUTION – Approving Employment Termination
- e. RESOLUTION – Accepting and Approving Plans for Placement of Historical Keizer School Sign at Schoolhouse Square
- f. Approval of May 17, 2021 Regular Session Minutes
- g. Approval of May 19, 2021 Joint City Council/Planning Commission Work Session Minutes
- h. Approval of May 24, 2021 Work Session Minutes

Item f was pulled.

Councilor Smith moved for approval of Consent Calendar items a, b, c, d, e, g and h. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

A correction was made on Item f. Councilor Smith moved for approval of Consent Calendar item f as amended. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS/ STAFF UPDATES

Chief Teague announced that National Night Out would be on Tuesday, August 3.

Human Resources Director, Machell DePina, announced a new recruitment for a Municipal Utility Worker 1 for the Parks Division.

Councilor Day inquired regarding the status of a parking issue at Hidden Creek. City Attorney Johnson responded that he has been in contact with the complainant and would keep Council informed.

Planning Director Shane Witham shared information regarding the Department of Land Conservation and Development (DLCD) Community Conversation held recently which was a rule making process to implement the order on climate change and greenhouse gas reduction. He encouraged everyone to access the information available on the DLCD website and noted that this rulemaking will bring changes to

transportation planning and add requirements for scenario based planning within regional areas.

Councilor Herrera requested that a 'Pride' flag be flown at City Hall during June to recognize "Pride Month" and that something be put on the reader board to recognize the LGBTQ Community and show the City's inclusivity. City Manager Pro Tem Tim Wood explained that this is a policy decision for Council and described different options and considerations. Discussion followed regarding state and federal recognition, community engagement, putting up a display in City Hall vs. flying a flag, setting a precedent, discrimination, the first amendment, and use of public spaces. Mayor Clark suggested that the Community Engagement Committee should develop a policy and process on how to equitably celebrate achievements and state designated recognition months within the city throughout the year.

COUNCIL MEMBER REPORTS

Councilor Reid shared information regarding various events and meetings she had attended, noted that the change in Daylight Savings Time is still in congress, reviewed schedule changes for students next year, and announced graduation ceremony details, Homegrown Theater performances and LGBTQ+ Pride celebrations.

Councilor Smith announced meetings she will be attending.

Councilor Herrera reported on various meetings and events he had attended and announced upcoming ones, congratulated McNary graduates, thanked Eagle Scout Kyle Guptill for his Eagle Scout project at Country Glen Park, wished a 'Happy Pride Month' to those celebrating and congratulated Keizerite Aaron Zavala who was recently named Pac 12 Player of the Year

Councilor Kohler reported on the recent meetings and projects and shared details of the Community Dinners.

Councilor Day congratulated all graduates.

Mayor Clark announced upcoming meetings and reported on those she had attended.

AGENDA INPUT

June 14, 2021, 7:00 p.m. - City Council Work Session
 June 21, 2021, 7:00 p.m. - City Council Regular Session
 July 6, 2021, (Tuesday) 7:00 p.m. - City Council Regular Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:34 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Ross Day

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved:_____

Written Comments/Testimony and Submitted Documents

Comments Sent to the City Council – June 8th thru June 21st, 2021

- **Say NO to the Salem Casino**
 - Form Text Letter Received From:
 - Celia Macias Melendrez (no city of residence indicated) – received June 10, 2021
 - James Mazzarelli (no city of residence indicated) received June 10, 2021
 - Kami Blackwell (no city of residence indicated) received June 11, 2021
 - David Parsons (no city of residence indicated) received June 13, 2021
 - Richard Clingman (no city of residence indicated) received June 18, 2021
 - Sandy Wood (no city of residence indicated) received June 21, 2021
- LaTonya Gibbs – Keizer – City Council Values – received June 8, 2021
- Jane Herb – Keizer – State Shared Revenue Funds – received June 9, 2021
- Julie Maw – Keizer – Pride Flag Display – received June 11, 2021
- Claire Snyder – Keizer - City Council Values – received June 11, 2021
- Mana “Blu” Foundry – Keizer – Susan Court Apartments – received June 13, 2021
- Linda Warner – Keizer – Pride Month Proclamations – received June 21, 2021
- Guy Romano – Keizer – Chicken Regulations, Rooster and Code Enforcement Refusal to Investigate – received June 21, 2021

Davis, Tracy

From: Wood, Tim
Sent: Thursday, June 10, 2021 6:11 PM
To: Davis, Tracy
Subject: Fwd: Say NO to the Salem Casino!

Written testimony

Sent from my iPhone

Begin forwarded message:

From: Celia Macias Melendrez <maciascelia@yahoo.com>
Date: June 10, 2021 at 5:15:38 PM PDT
To: citycouncil@cityofsalem.net, commissioners@co.marion.or.us, atha.ciera@co.polk.or.us, "Wood, Tim" <WoodT@keizer.org>, Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

Hello,

I am a concerned citizen that is urging you to publically oppose the Siletz Tribe's proposal to build a new Vegas-style casino in the heart of Salem.

A new 180,000 square foot casino right off of I-5 would create unprecedented traffic issues, causing our already congested streets to become more dangerous. In addition, if this casino is allowed to move forward, it would completely change the rules of the game regarding gambling in Oregon, which would open the door to new Vegas-sized casinos all over Oregon's cities. If this were to happen, rural economies that rely on casinos would be devastated, costing hundreds of jobs.

Without your public opposition, this casino is more likely to be built. Please, listen to our community and say "no" to the Salem Casino!

www.nosalemcasino.com

-- Celia Macias Melendrez
maciascelia@yahoo.com

Davis, Tracy

From: Administrator
Sent: Friday, June 11, 2021 8:20 AM
To: Davis, Tracy
Subject: FW: Say NO to the Salem Casino!

fyi

Bill Hopkins
Information Technology
City Of Keizer
503-856-3435

From: James Mazzarelli <jim.mazzarelli@gmail.com>
Sent: Thursday, June 10, 2021 10:06 PM
To: citycouncil@cityofsalem.net; commissioners@co.marion.or.us; atha.ciera@co.polk.or.us; Wood, Tim <WoodT@keizer.org>; Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

Hello,

I am a concerned citizen that is urging you to publically oppose the Siletz Tribe's proposal to build a new Vegas-style casino in the heart of Salem.

A new 180,000 square foot casino right off of I-5 would create unprecedented traffic issues, causing our already congested streets to become more dangerous. In addition, if this casino is allowed to move forward, it would completely change the rules of the game regarding gambling in Oregon, which would open the door to new Vegas-sized casinos all over Oregon's cities. If this were to happen, rural economies that rely on casinos would be devastated, costing hundreds of jobs.

Without your public opposition, this casino is more likely to be built. Please, listen to our community and say "no" to the Salem Casino!

www.nosalemcasino.com

-- James Mazzarelli
jim.mazzarelli@gmail.com

Davis, Tracy

From: Wood, Tim
Sent: Sunday, June 13, 2021 11:12 AM
To: Davis, Tracy
Subject: Fwd: Say NO to the Salem Casino!

Written testimony

Sent from my iPhone

Begin forwarded message:

From: KAMI BLACKWELL <kamijblackwell@gmail.com>
Date: June 13, 2021 at 11:07:39 AM PDT
To: citycouncil@cityofsalem.net, commissioners@co.marion.or.us, atha.ciera@co.polk.or.us, "Wood, Tim" <WoodT@keizer.org>, Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

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www.nosalemcasino.com

-- KAMI BLACKWELL
kamijblackwell@gmail.com

Davis, Tracy

From: Wood, Tim
Sent: Sunday, June 13, 2021 8:30 PM
To: Davis, Tracy
Subject: Fwd: Say NO to the Salem Casino!

Written testimony

Sent from my iPhone

Begin forwarded message:

From: David Parsons <davidparsons12@gmail.com>
Date: June 13, 2021 at 7:22:46 PM PDT
To: citycouncil@cityofsalem.net, commissioners@co.marion.or.us, atha.ciera@co.polk.or.us, "Wood, Tim" <WoodT@keizer.org>, Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

Hello,

I am a concerned citizen that is urging you to publicly oppose the Siletz Tribe's proposal to build a new Vegas-style casino in the heart of Salem.

A new 180,000 square foot casino right off of I-5 would create unprecedented traffic issues, causing our already congested streets to become more dangerous. In addition, if this casino is allowed to move forward, it would completely change the rules of the game regarding gambling in Oregon, which would open the door to new Vegas-sized casinos all over Oregon's cities. If this were to happen, rural economies that rely on casinos would be devastated, costing hundreds of jobs.

Without your public opposition, this casino is more likely to be built. Please, listen to our community and say "no" to the Salem Casino!

www.nosalemcasino.com

Casinos on the reservation are one thing; moving them into town is a bad idea, and sets a bad precedent.

-- David Parsons
davidparsons12@gmail.com

Davis, Tracy

From: Wood, Tim
Sent: Sunday, June 20, 2021 10:58 AM
To: Davis, Tracy
Subject: Fwd: Say NO to the Salem Casino!

Written testimony

Sent from my iPhone

Begin forwarded message:

From: Richard Clingman <misc@songseeds.com>
Date: June 18, 2021 at 6:49:55 PM PDT
To: citycouncil@cityofsalem.net, commissioners@co.marion.or.us, atha.ciera@co.polk.or.us, "Wood, Tim" <WoodT@keizer.org>, Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

Hello,

I am a concerned citizen that is urging you to publically oppose the Siletz Tribe's proposal to build a new Vegas-style casino in the heart of Salem.

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www.nosalemcasino.com

-- Richard Clingman
misc@songseeds.com

Davis, Tracy

From: Wood, Tim
Sent: Monday, June 21, 2021 9:34 AM
To: Davis, Tracy
Subject: FW: Say NO to the Salem Casino!

Written testimony

From: Sandy Wood <ghosttalker@comcast.net>
Sent: Monday, June 21, 2021 9:25 AM
To: citycouncil@cityofsalem.net; commissioners@co.marion.or.us; atha.ciera@co.polk.or.us; Wood, Tim <WoodT@keizer.org>; Administrator <Administrator@keizer.org>
Subject: Say NO to the Salem Casino!

Hello,

I am a concerned citizen that is urging you to publically oppose the Siletz Tribe's proposal to build a new Vegas-style casino in the heart of Salem.

A new 180,000 square foot casino right off of I-5 would create unprecedented traffic issues, causing our already congested streets to become more dangerous. In addition, if this casino is allowed to move forward, it would completely change the rules of the game regarding gambling in Oregon, which would open the door to new Vegas-sized casinos all over Oregon's cities. If this were to happen, rural economies that rely on casinos would be devastated, costing hundreds of jobs.

Without your public opposition, this casino is more likely to be built. Please, listen to our community and say "no" to the Salem Casino!

www.nosalemcasino.com

-- Sandy Wood
ghosttalker@comcast.net

Davis, Tracy

From: LaTonya Gibbs <latonya.m.gibbs@gmail.com>
Sent: Tuesday, June 8, 2021 10:56 AM
To: Davis, Tracy; Cathy Clark
Subject: City Council Values

I'm writing about the City Council meeting last night. I will also be writing to the Keizertimes, as I think this is definitely a public service issue.

Yet again, I'm astounded by the lack of empathy and concern by the Council. Councilors Day and Kohler had the audacity to compare a Pride flag to the Confederate Battle Flag and the cognitive dissonance is outrageous. It's also impossible to align with the language in the Statement of Values. In what world does a dehumanizing symbol of anti-American, seditious hate equate to a symbol of unity for folks asking to be treated as human beings? It's in bad faith to bring up a Breast Cancer Awareness flag and presume there would be harm caused by acknowledging human beings battling a health condition. Who would resent this? Again, how does this compare to dehumanizing and dismissing historical trauma (with ramifications today) done to part of this city's population?

I'm a Black, bisexual woman who is older. I'm 51-years-old and thought with the Statement of Values that I was living in a city determined to move into the 21st century. Time and time again, we're dragged back into a discourse that we should have moved past.

I'm certain to those in the majority group who are determined not to look deeply or find empathy, it can look like we're having the same conversation again and again. It's not those who are writing and showing to council meetings who are stuck. It's those who claim to want those in Keizer to feel safe and actually work on a statement of values, but fail to apply critical thought and empathy to those who live here.

Do any of our concerns actually reach those on the Council aside from Councilor Herrera? Does anyone want to apply the values that are espoused?

Again, I ask the mayor to please give some thought about integrity, honesty, and discernment. It's past the time of words with no attachment to real life action to address the concerns of those living in Keizer. Silence and giving serious consideration to the idea that because one approves a flag for inclusion opens the door to a symbol of hate and being dismissive of the trauma endured by families to this day due to our history as a nation. Are those the actual values of the city? As far as I'm concerned, there is no complicated issue here. It's clear.

There is no real reason to pretend Keizer is a fair and open place in a fair and open state if Ross Day is not reprimanded publicly, censured, and/or recalled. He is definitely not a representative for me and my life in this city.

It's exhausting that yet again, the decision about recognizing active residents of this city as equal human beings is pushed back yet another year. How this is even controversial is disturbing. And I presume that not one Councilor nor the Mayor will show at our small Pride event on Saturday.

The choices made show the priorities of the City Council body and the Mayor. There will be no more presumption that the humanity of all residents are considered. We are clear that we can't quiet our voices. And on Saturday, those voices will be raised in joy and community with each other. Our young Black, POC, and LGBT folks will know that even with the current City Council in power we have residents here who will not let other human beings be mistreated or gaslit. They will know at least some residents are happy to have them be comfortable showing their full selves in Keizer.

Is it possible to ask that the Mayor not enable hateful voices, even if she does not have it within her to outwardly

support each of the residents she's charged to represent. Even if she doesn't show up Saturday, Mayor Clark could show some integrity and compassion for those in deep discomfort with the City Council's current stances, actions, and enabling of hate and fear.

Thank you for your time. In hopes that we can all move forward in Keizer.

Sincerely,

LaTonya Gibbs

Davis, Tracy

From: Jane Herb <janeherb08@gmail.com>
Sent: Wednesday, June 9, 2021 5:48 AM
To: Wood, Tim; Administrator; Davis, Tracy
Subject: State Revenue Sharing Funds

Dear Mayor Clark and Keizer City Councilors:

I appreciate you! Your work for all of us in Keizer is time-consuming and difficult, even in the best of times, and you have handled the past 16 months with grace and clear-headedness. And, all without pay, which says everything about your true dedication to public service. Thank you.

I watched the meeting this week and found it was once again time for the City to determine if they would accept the State Revenue Sharing funds of about \$397,000; it was approved, and the City will now have these funds. I'd like to make a plea for some of the money to be used for the Keizer Community Library, and in the following way:

\$115,000/year for two additional city staff--a paid librarian and a paid youth services librarian, 1 3/4 time. This figure is also inclusive of benefits.

Do you know that our Keizer Community Library meets all but two of the qualifications to be officially recognized as a public library in Oregon? The two requirements are: have at least half of the library's operating expenses be tax-supported and employ at least a half-time staff person using tax funds. Hiring two librarians (or even one half-time librarian) would meet these two requirements.

Once we become a public library, we can then join CCRLS which would leverage the \$240,000/year that our property taxes contribute to CCRLS. We currently do not get full benefit from these taxes because we do not have a public library.

Being a member of CCRLS would then give our Keizer residents easy access to more than 1 million items in the collection of all the member libraries--with courier service to deliver them right to the Keizer Community Library for people to pick up.

This minor investment would leap us so far ahead of where we are now as a community. Our nearly 40,000 residents deserve access to books and resources that contribute to life-long education and a successful life--especially with the laser focus on inclusivity and opportunity for all.

I would be happy to meet with you or present to the full Council at an open meeting to provide more details, on request.

An additional benefit to becoming a public library is that we would then qualify for substantial grant opportunities that could be used to provide any number of programs and resources to the residents of Keizer. May I leave you with this [article](#) about the resources that could open up for us?

Thank you for your consideration, and I look forward to hearing from you and to continuing this important conversation.

Warm regards,

Jane Herb
Keizer

Davis, Tracy

From: Julie Maw <juliemaw403@gmail.com>
Sent: Friday, June 11, 2021 8:53 AM
To: Cathy Clark; Laura Reid; Ross Day; Roland Herrera; Elizabeth Smith; Daniel Kohler; Wood, Tim; Administrator; Davis, Tracy
Subject: Pride Flag Display

Dear Keizer City Council,

Following the city council meeting in which the display of an LGBT+ pride flag was discussed, I would like to submit a statement.

The city of Keizer choosing to display the pride flag would send a vital message to a vulnerable, overlooked, and underserved section of the city's population. The flag is a symbol of solidarity, inclusion, and acceptance. To send the message, "you are accepted and you belong here" would mean a great deal to Keizer's LGBT+ population.

To be frank, Mr. Day's comments at that meeting that displaying the pride flag would be "picking sides" is insulting. It implies that being LGBT+ is a choice or an opinion. Being LGBT+ is not a political statement. It is not a side in a debate. If hanging a flag that tells a section of your community "you are accepted for who you are," is a message you're not willing to send, then you have no business representing the people of your city.

Please make the right choice, to visibly show support for your LGBT+ residents.

As their email contact is not available on the city website, please forward this message to the Arts Commission and Community Engagement Commission.

Thank you for your time,

Julie Maw
Keizer Resident

Davis, Tracy

From: Claire Snyder <sitinsalem2020@gmail.com>
Sent: Friday, June 11, 2021 10:54 AM
To: LaTonya Gibbs; Cathy Clark
Cc: Davis, Tracy; Elizabeth Smith
Subject: Re: City Council Values

Mayor Clark,

First and foremost I want to thank LaTonya for forwarding your message to me, the organizer of Keizer Pride Fair. We've met before, my name is Claire Snyder, I'm the founder of a group called Sit-In-Salem, and run a local community garden, as well as being a long-time resident of Keizer.

The majority of the concerns or issues that LaTonya had in her email seem to have been overlooked, and somehow taken solely as an invitation to this event, so I would like to reiterate a few things that LaTonya has expressed. In regards to this event, I sincerely believe there is no value or worth in the performative allyship of you creating a proclamation when you allow city council members to reference hate symbols in the same sentence as a Pride flag. There is no reason for you to attend this event and add your voice to the voices of people that are actually, tangibly working for change in our community.

Since the Inclusivity Resolution has been made official, the Keizer City Council have somehow become more vocal about their biases, and more tolerant of creating a hostile environment for anyone with a voice different than their loudest council members. At the last city council meeting, as referenced in LaTonya's email, Ross Day used imagery that shakes me deeply to my core as a resident of this city, and particularly as a person of color and my connection with the LGBTQIA+ community. The confederate flag is a sign of hatred and massacre of thousands of human beings and the enslavement of thousands of others based on their race. While the Pride flag does represent a loss of lives to ignorance and hatred (at the hands of others), it also represents positive change, love, progress, and acceptance for all. Especially as Mr. Day is a lawyer and council member, common sense and humanity would argue that this imagery is not acceptable to be used in a public city council meeting. You, as our mayor, raised your voice louder when councilor Day might be cast in the wrong light or "misunderstood" than when MANY individuals were trod upon when he used verbiage that stirs up imagery of hate, harassment and racism. Your actions, Madam Mayor, are a part of the problem, and why you were not previously invited to be involved in Keizer Pride.

Your city council chambers now is not only a location where folks feel unsafe for reasons associated with inappropriate weapons conduct, but also where this same council member has interrupted testimony, and is someone who has made it clear that their past experience representing groups like the Protect Marriage Coalition informs their behavior as a City Councilor. You yourself dismiss actual experiences of some of your residents as their opinion rather than seeing them as residents asking for you to represent them as well as those you clearly have represented and defended thus far.

Here is what I, as the organizer of this inclusive event, would like to see for our city : Answers to the bolded questions and proposals that LaTonya expressed in her email below. These are actionable items. These are questions whose answers would demonstrate your commitment to the words of the city's Inclusivity Resolution transforming into **active participation** in establishing equity and hate-free environments in our city.

Again, thank you LaTonya for forwarding Mayor Clark's message to me, and thank you Mayor Clark for understanding that you are welcome to come celebrate with us, but as a someone there to learn why you should be proud of the WHOLE of Keizer community, and what we are creating as a safe space, in spite of the hate and hurt that we have fielded.

We need you to fulfill your first words of promise before we listen to more.

Sincerely,

Claire Snyder (she/hers)

----- Forwarded message -----

From: **Cathy Clark** <ClarkC@keizer.org>

Date: Tue, Jun 8, 2021 at 12:11 PM

Subject: Re: City Council Values

To: LaTonya Gibbs <latonya.m.gibbs@gmail.com>

Cc: Davis, Tracy <DavisT@keizer.org>, Elizabeth Smith <SmithE@keizer.org>

Dear LaTonya,

Thank you for inviting me to come on Saturday. Last night was the first I had even heard about the event. I have family commitments scheduled but can leave for a short time to attend. Would you be so kind as to send me the details?

While we will be working on permanent space and process to honor and celebrate diverse community groups within Keizer, I do have the authority to draft and read a proclamation. No one associated with the event has asked to do so and I do not want to impose on someone else's event, so if you can connect me with the event organizers to ask permission to be part of their event, I would appreciate it.

Thank you,

Cathy

Cathy Clark

Sent from my iPhone

On Jun 8, 2021, at 10:55 AM, LaTonya Gibbs <latonya.m.gibbs@gmail.com> wrote:

I'm writing about the City Council meeting last night. I will also be writing to the Keizertimes, as I think this is definitely a public service issue.

Yet again, I'm astounded by the lack of empathy and concern by the Council. Councilors Day and Kohler had the audacity to compare a Pride flag to the Confederate Battle Flag and the cognitive dissonance is outrageous. It's also impossible to align with the language in the Statement of Values. In what world does a dehumanizing symbol of anti-American, seditious hate equate to a symbol of unity for folks asking to be treated as human beings? It's in bad faith to bring up a Breast Cancer Awareness flag and presume there would be harm caused by acknowledging human beings battling a health condition. Who would resent this? Again, how does this compare to dehumanizing and dismissing historical trauma (with ramifications today) done to part of this city's population?

I'm a Black, bisexual woman who is older. I'm 51-years-old and thought with the Statement of Values that I was living in a city determined to move into the 21st century. Time and time again, we're dragged back into a discourse that we should have moved past.

I'm certain to those in the majority group who are determined not to look deeply or find empathy, it can look like we're having the same conversation again and again. **It's not those who are writing and showing to council meetings who are stuck. It's those who claim to want those in Keizer to feel safe and actually work on a statement of values, but fail to apply critical thought and empathy to those who live here.**

Do any of our concerns actually reach those on the Council aside from Councilor Herrera? Does anyone want to apply

the values that are espoused?

Again, I ask the mayor to please give some thought about integrity, honesty, and discernment. It's past the time of words with no attachment to real life action to address the concerns of those living in Keizer. **Silence and giving serious consideration to the idea that because one approves a flag for inclusion opens the door to a symbol of hate and being dismissive of the trauma endured by families to this day due to our history as a nation. Are those the actual values of the city?** As far as I'm concerned, there is no complicated issue here. It's clear.

There is no real reason to pretend Keizer is a fair and open place in a fair and open state if Ross Day is not reprimanded publicly, censured, and/or recalled. He is definitely not a representative for me and my life in this city.

It's exhausting that yet again, the decision about recognizing active residents of this city as equal human beings is pushed back yet another year. How this is even controversial is disturbing. And I presume that not one Councilor nor the Mayor will show at our small Pride event on Saturday.

The choices made show the priorities of the City Council body and the Mayor. There will be no more presumption that the humanity of all residents are considered. We are clear that we can't quiet our voices. And on Saturday, those voices will be raised in joy and community with each other. Our young Black, POC, and LGBT folks will know that even with the current City Council in power we have residents here who will not let other human beings be mistreated or gaslit. They will know at least some residents are happy to have them be comfortable showing their full selves in Keizer.

Is it possible to ask that the Mayor not enable hateful voices, even if she does not have it within her to outwardly support each of the residents she's charged to represent. Even if she doesn't show up Saturday, Mayor Clark could show some integrity and compassion for those in deep discomfort with the City Council's current stances, actions, and enabling of hate and fear.

Thank you for your time. In hopes that we can all move forward in Keizer.

Sincerely,

LaTonya Gibbs

Davis, Tracy

From: Mana Foundry <mana_foundry@protonmail.com>
Sent: Sunday, June 13, 2021 7:17 AM
To: Wood, Tim; Administrator; Davis, Tracy
Subject: Request for Urgent Action on Preventative Measures at Susan Court Apartments
Attachments: Request for Urgent Action on Preventative Measures at Susan Court Apartments_2021.docx

Greetings Keizer City Council,

I hope all is well. My name is Bleauregard von Kasadu (Blu), and I have been a citizen of Keizer for +/- 5 years. I have become increasingly concerned about the apartment complex I live in, and its administration. I believe the matter is severe enough to contact the leaders of this city directly for council.

Enclosed in this email is a letter I wrote to the owners and administration of Susan Court Apartments, detailing the situation. Would you all be willing to advise me on the following steps I should be taking?

Thank you for your time and consideration. I look forward to hearing from you.

Namaste aloha,

~ Blu

10 June, 2021

Owners and Administration

Susan Court Apartments

1181 Susan Court NE,

Keizer, OR 97303

503-390-3090

To the owners and administration of Susan Court Apartments,

It has been a long decade. The last couple of years alone have felt like a century or more. So much pain and suffering. Loved ones lost. Countless injured. Civil war spilling out onto the streets. Whole neighborhoods burned to the ground. We basically shut down the economy, because both the American people and the American government have not been taking our health seriously enough. Meanwhile, there are two floating patches of garbage in the Pacific Ocean alone that are each the size of Texas. The human race is causing our planet's sixth mass extinction. We have fished over 90% of our ocean's stock, the majority of which is now contaminated with micro-plastics. On average, human beings consume a credit card worth of plastic a week from micro-plastics entering the food chain. Every year, we have larger and larger wildfires in the Pacific Northwest due to human-driven Climate Change and Global Warming. Huge swathes of citizens digest these problems as political matters, as though to reject the science is an honest act of loyalty and solidarity; treating politics like their favorite sports teams. Yet each of us are accountable to all of these incidents regardless of how we feel or what we believe, as we ultimately contribute to these problems both by our actions and by our inactions. We each are a mustard seed with the power to move mountains, or bore holes right through its very foundation. We also have 7-25 years or less to rally the global population to make significant changes to our lifestyles and business models before the majority of the developed world faces widespread instances of famine, water shortages, global depression, decimated infrastructure, and worse. This includes the United States. This includes Oregon. This includes the Willamette Valley. This includes Marion County. This includes Keizer. This includes Susan Court Apartments. We are all at grave risk, and there have been decades and crowds of canaries in the global coal-mine. God is even screaming at us, in the form of worse natural disasters and devastation occurring year after year. We are still not improving civilization fast enough to avoid these risks, and it is largely due to many people believing these events are not occurring, nor could happen to

them. In other words, we are eroding the futures of our children and grand-children before they reach maturity, and the only real reasons why are due to an inability to accept the science, nor to accept the reality of our methods becoming obsolete. Overall, the information and necessary actions are too inconvenient for the individual or company to undergo. Is Mad Max the kind of world we want for our children and grand-children? This is a very real possibility for our world in the 22nd Century, if we continue with business as usual.

I look at Susan Court Apartments, and I see people who have given up before we had a chance to even start. I see the sort of qualities that contribute to the downfall of a society, and it is not even their fault. There is Pollution, Poverty, Abuse, Self-Doubt, Boredom, and Bigotry right here. Civil war is here in these apartments. One gentleman—Chris, who lives in Bend-- randomly showed up on my brother's front-step within the last couple of months. He felt the need to press me with questions as to whether or not I am a citizen of the United States, as though he was doing our nation a great service by antagonizing and weeding out possible illegal immigrants in a neighborhood he does not live in. Coincidentally around the same time, there were right-wing protests and left-wing counter-protests occurring in the downtown Salem area. Americans are being divided against ourselves, much like an autoimmune disease or severe diabetes. We are carelessly-- and sometimes purposefully-- trashing our communities and its members. Visitors like ungrateful tourists, but what do they have to be thankful for? When I look at Susan Court Apartments, I see a company, a people, and a government generally neglecting their duties. I see multiple failures in leadership. A company of people with the desire to do business in the State of Oregon have rules they need to abide by-- consistent with their operations-- in order to protect the individual freedoms of others from situations of harm. It is not only the right thing to do, it saves tremendously on costs associated with harm which could sabotage the company's future, and the futures of those affected by their business decisions. The incidents detailed herein can no longer be tolerated, and so my moral obligation is to take action tenaciously until appropriate solutions have been applied, and the appropriate agencies and demonstrated experts have given the relevant projects their seal of approval. I will do so alone and with significant resistance if I have to, but what needs to be done will be done for the good of this community. Therefore, this letter is an urgent call for carefully orchestrated action on measures to restore the peace and security of Susan Court Apartments.

My name is Bleauregard von Kasadu (Blu), and my family have been American citizens since the 1800s. My father's family immigrated from the British Isles before becoming farmers, while my mother's family came from Oklahoma. It has taken me years to shake off a fair bit of teenage angst. However I am a proud patriot, and pioneer of the future today. I was born at the Salem Memorial Hospital in '91, and lived in Marion County practically my entire twenty-nine years of life in this body. I was baptized a Lutheran in Salem, and was heavily involved in my congregation; including regular Sunday service, Sunday school, youth group, bible studies, and community projects. I played in three church plays; a wise-man, a donkey with a Scooby-Doo accent, and a puppet. Many of my most

memorable experiences have been in the Willamette Valley, the Oregon Coast, and the Santiam Canyon. I would like to say I understand the territory. When I was nineteen, I discovered my mom was really sick and no one knew why. She was throwing up in the bathroom several times a week for at least a couple years. I panicked, and studied everything I could about medicine and human anatomy. I began to question the nature of life, becoming heavily consumed in study for the last decade. Thankfully, my mom naturally recovered with no explanation how or why. Yet I could not possibly be who I am today if it were not for the long and difficult nights listening to her beg God for forgiveness for things she still has never shared. Martial arts, media, and psychedelics have been instrumental in helping me unwind a twisted past. They have helped me to develop an understanding of the bigger picture; of how beautiful life can be, and how much out of balance we each are. I set to work on a systematic approach to bringing civilization and the natural environment more in balance with each other. Industry that thrives alongside ecosystems. This has taken the form of an umbrella corporation, with six subsidiaries planned in the industries of Agriculture, Transportation, Security, Advertisement, Entertainment, and Academics. Currently, I am investing the majority of my time and effort preparing a business plan for the Entertainment subsidiary, which is expected to yield \$400-million or more in 5 years. Anyone that invests in shares of my company are likely to enjoy at least triple their money back in dividends, as well as exclusive perks for being shareholders. The majority of my personal share of the profits will be invested back into the enterprise. I basically do not believe in being rich, but of using riches to make vulnerable people wealthy. I will continue to manifest my vision until my death, and potentially into my next life if I can.

I have lived in different apartments and duplexes leading up to the +/- 5 years my brother and I have been here at 2016 Susan Court NE, Keizer, OR 97303. Being on the lease has never really been required of me by anyone, so I have just neglected being on it. So, I can empathize with people and companies that have not followed through in their own ways, simply because no one is there to say something is wrong. Also, I understand there are real people behind the paperwork with lives equitably full of burdens and insecurities. However, we chose our professional roles. We are still responsible for carrying out all tasks through to completion in an efficient and punctual manner, regardless of our struggles. If we cannot, then we are responsible for delegating those responsibilities to someone who can maintain our tasks while we focus on solving those personal struggles; and then pick up the helm of our roles again when we are ready, if we so choose. We are also responsible for consistently inspecting the work of those we place in our roles, if we have to step away. If we fail in these tasks, then we are being irresponsible.

I have studied this neighborhood. This apartment complex is one of the greatest places to live on the planet, compared to all of history, and all of what is happening in the world today. There are many large trees and a high water table. Plants in the ground grow with such vigor here. Worms are extremely common to find. There are an abundance of cats and dogs, and the bird chorus is diverse. Rodents are few and far between. Crane flies, monarch

butterflies, honeybees, and ground beetles have established presence here. There are black soldier flies in the area, suppressing the housefly population; even if only slightly. Neighbors tend to walk about the area peacefully, and children play about with little need to worry. It reminds me of the apartment complexes in Stayton I grew up in.

Here at Susan Court Apartments, we live in one of the most advanced and economically advantageous areas in the Pacific Northwest. It is too bad we are starving in a field of fruits and vegetables, because we are not aware of what is edible. Literally everything we need to solve our problems are practically right here in the Willamette Valley, where 75% of the population of Oregon resides. In fact, I am willing to bet the sum of all the current tenants of Susan Court Apartments and their connections are likely enough to solve every problem humanity has faced, and will ever face. We are surrounded by not only a highly valuable natural ecosystem, but also the incredible results of thousands of years of human society. The people here have developed such an impressive network and infrastructure. The seat of one of the best states in the nation is a ten minute drive from here (traffic willing). There is a strong sense of commerce, industry, and distribution routes in our area. Cherry Avenue, River Road, and Lockhaven connects us to the bulk of Keizer's amenities, including but not limited to: health clinics, schools, gyms, martial arts studios, supermarkets, restaurants, bars, coffee shops, hardware stores, thrift stores, convenient stores, auto shops, laundry mats, gas stations, parks, and video rental outlets. All of these locations can be reached in fifteen minutes or less by vehicle, and rush hour in Keizer tends to be bearable. The Parkway provides easy access to Interstate-5, the Salem Capital, and the downtown Salem area. For-lease office buildings, studios, and garages are literally next-door to Susan Court Apartments. Emergency services are competent, responsive, and well-equipped. Military presence is strong, yet not overbearing. I can order practically anything I need online, and trust that it will be safely delivered to my brother's unit or mailbox in a reasonable amount of time. Water, sewer, garbage, electricity, mail, high-speed internet, and 4G LTE phone services are all readily available, and free of sales tax. We even source our municipal water supply from Troutdale, instead of the Santiam River. This way, we avoid the risk of toxin build-up from cyanobacterial infection in the water supply during warmer seasons. This is caused by companies dumping waste into the Detroit and Santiam River that the cyanobacteria ("blue-green algae", though not actually algae) use as a source of energy. The City of Keizer releases water quality reports through the mail for its citizens, whereas Salem does not. Pharaohs could not even dream of living in as much luxury as being in Keizer. All the while, Susan Court Apartments is sort of hidden in plain sight. I see a lot of myself in this place. It is tenacious and audacious; peaceful, yet rowdy. So you see, I am bound by principle to act on the best interests of the tenants of Susan Court Apartments. I believe the divine smiles on this place, but we stopped smiling on ourselves a long time ago. Well, now is the time to clear this holy place of its curses, starting with a report to orient ourselves, and moving on to a plan of action with reasonable milestones.

I have reason to believe the dwellings of Susan Court Apartments are not safe or sanitary, nor have been for an extended period of time. I have also observed several other unnecessary risks of human-caused injury, death, and property damage at and around my brother's apartment that are not being addressed properly; if at all. There are options available to remedy these matters that I will provide conceptual inspiration for. In this letter, I hope to convince the owners and administration to take appropriate steps. I believe these incidents are their collective responsibility to remedy. Federal, state, and local governments are responsible for properly regulating private companies within their districts, and this is not happening here in these apartments. Unfortunately, accountability has broken down somewhere along the chain of command in two directions; those people who are owners and administrators of Susan Court Apartments, and those people in the government charged with regulating them. Personally, I am not a fan of rules and regulations. They can often be in the way of what I want to do. But the majority of our federal, state, and local laws are placed to ensure we are not unnecessarily risking the health, lives, or individual freedoms of ourselves or other people; even if the dangers and disrespects are not immediately apparent. Here at Susan Court Apartments, we find ample evidence of how imperative this principle is to take on. We must take preventative measures, the purpose of which is to improve the likelihood that threats cannot manifest, nor create a foothold in the substrate of our lives. By creating an efficient system of operation, we make our lives easier, more fulfilling, and less exposed to threats outside our circle of safety. This translates to more time to party with more party people. :)

In addition to 1206, I have reason to believe there are other units at Susan Court Apartments experiencing similar conditions as we are. For instance, the fairly recent leak from my brother's roof that was brought to the attention of maintenance weeks ago. It was found to be caused by the neighbors above, who spilled water from her fish tank onto the floor; seeping through the roof of the unit below. This caused temporary water damage to the LED television in my brother's living room; the television I use to facilitate more efficient workflow as I conduct business on my laptop. It also ruined an entertainment center that had to be thrown out. It could have caused a small electrical fire as electrons pass from the circuit board in the television through the electrolytes in the leaked liquid and out to react with oxygen, causing combustion hot enough to start a small but propagating chemical fire from the petrol-based plastic chassis of the television. Being so close to the wall, the fire could have had the potential to ignite the petrol-based wall paint, setting it aflame and working its way up to the unsuspecting tenants above. From there it could have spread to the entire four-plex-- and possibly the trees and other units in the complex-- if the fire department were not able to contain it in time.

The owners and administration of the apartments are responsible for ensuring all tenants' ceilings are sealed against leaks resulting from weather and accidents from units above, as well as reparations for damage arising from such leaks. There are standards in construction design and landlord/tenant laws today that require this feature, which may

not have been the case when the dwellings were first built. I suspect the floor of the tenant above to be in a condition worse than the floor of my brother's, which even after renovations were made before we moved in +/- 5 years ago, is becoming noticeably spongy in certain areas due to high humidity in the air and soil. The floor of the unit above has not been renovated nearly as recently as my brother's, who's tenant has occupied it for at least twice as long as my brother has occupied his.

There are quite a few areas of the four-plex of 1206 in particular that demonstrates a deep rotted state in the walls and ceiling. For instance, my next-door neighbors have a sliding glass door that was installed fairly recently, which is now rotted and leaks significantly enough that the administration may owe the family a month or two of free washer and dryer use, due to the amount of towels they have had to use to soak up the developing puddles on the carpet at the base of their back door every time it rains well enough outside. There is a significantly spongy sensation around the outside wall of their back door that clearly points to rot. It is likely that black mold is the major driver of deterioration in the walls, made possible by high humidity in the presence of a high water table, as well as poorly maintained plumbing, and a poorly maintained gutter system.

Black mold is a fungi that adversely affects our health by taxing our immune system, contributing to allergies. The variants we are dealing with here only cause irritation to our natural processes, whereas there are variants out there that are better equipped to eat us from the inside-out. Symptoms that develop over time may include light-headedness, sneezing, headaches, nausea, lethargy, and difficulty breathing. I myself have experienced literally all of these symptoms while living at 1206 Susan Court, with no plausible explanation other than black mold. It may not be immediately apparent as an infection but it attempts to replicate and establish a foothold in the substrate of the lungs of vertebrates, such as the apartment's tenants, visitors, children, and pets. It causes inflammation as the body reacts to stop it, and inhibits our ability to feed oxygen to our brains and other organs. Our immune system readily responds to black mold as a foreign invader, but these responses taxes our body's ability to respond to other, more important, internal threats. Elders, people with asthma, and those with compromised immune systems are particularly at risk. It is not entirely understood how these variants react with our bodies beyond what has been stated herein, but it clearly has an adverse effect on our health when exposed to it on a regular basis.

Black mold is absolutely rampant between my brother's and next-door neighbors' units, and it has been impossible to eradicate. It can be reasonably assumed-- by the nature of the fungi, the timeline of its presence, and the geographical reach of the rot throughout the bottom-level of the four-plex-- that the infection is rather extensive, and fully capable of being inhaled by anyone simply occupying the units of this four-plex. Black mold pervades every

room of the unit, including both bedroom closets, behind the couches, in the corners of the rooms and base of the walls. It infects the kitchen and bathtub faucet heads, inside and out; meaning we are likely to consume black mold through the municipal water supply. Under the kitchen sink is a rotted hole and impress that exposes the unit to the elements. The neighbors have made a habit of moving furniture every few months or so in the colder seasons, in order to help keep the black mold from establishing behind their couches. I suspect it has spread to other units as well, who are likely to enjoy the same quality of maintenance as the four-plex my brother and I are living in.

Every once in awhile, I catch a light whiff from the kitchen and front doorway, as if a pipe running sewage out is busted, and has been left neglected for years. It has a distinct fragrance of fresh raw sewage from a honey bucket. Ironically, the cold side of the bathroom faucet runs water that smells strongly of methane. Recently, I received a report that a sewage drain next to the four-plex in question was plugged and cemented over due to the frequency of sewage backing up into the parking lot. I can visually see where the concrete had been cut, and patched up. When a good rain appears, I can see an impress that directs rainwater towards the patched concrete where a drain should be. I wonder if sewage from the drain is leaking underneath the nearby four-plex through cracks caused by an aging plug and concrete reacting to years of unnoticeable seismic activity. If this is the case, the city planner and/or head of Public Works needs to be notified. We will need to maintain routine contact with them to ensure a remedy is being analyzed and applied in a professional way that is cost-effective for the city, completed in a reasonable amount of time, and while respecting the rights and privileges afforded to citizens affected by this. It is unacceptable to be living near or over a toxic waste leak or spill from any source, breathing in its fumes for any length of time.

There is a gash in the ceiling of the bath tub that resembles a deep wound that desperately needs to be cleaned and stitched up before the afflicted limb has to be amputated. This has been reported multiple times, yet still has been neglected by the administration. It exposes a thick infestation of black mold in the bathroom ceiling. When someone uses the bath tub in the unit above, the gash leaks. It clearly shows extensive water damage from leaking pipes that have not been addressed for years. For this reason, it is not currently safe nor sanitary to use the shower-- let alone the bathroom-- despite our willingness to do so. It has actually become a powerful symbol of this apartment complex-- an insult to human rights, common law, and commercial standards in one of the greatest countries in the world; hiding behind closed doors; subtly dripping a moldy substance onto the innocent; all due to a failure to act, while we continue to behave as though nothing is wrong; in the shape of a deeply infected wound.

Though scarce in this unit, mice have been heard chewing on garbage under the kitchen sink, made available by the rotted hole. They have managed to chew a hole in the base of one of the kitchen counters that allows them entry to

the kitchen. Houseflies are abundant in the unit, made possible by a lack of window screens. During the fall and winter, the kitchen is consistently visited by slugs that make their way up from the foundations of the four-plex and through holes around the kitchen, leaving behind humus trails on the floor, counters, and dishes. They are likely surviving on molds under the unit, coming up for warmth and when the water table rises too much for their comfort.

If these structures were built in the 1970's then they will not withstand earthquakes, which was not taken into consideration then. Oregon did not have the seismic data it has now, which expresses how our state is quite active for earthquakes. One major event could cripple every standing structure at Susan Court Apartments. These kinds of events have the potential for injury and death, rendering the survivors homeless, negatively rippling through the local economy, and causing the administration to write off the property as a massive loss due to astronomical costs of repair, possibly bankruptcy. Worst of all, the owners and administration would have to face the sheer weight of all those lives lost, just to save money, maximize profits, and/or generally ignore the problems that could have been truly avoided if the appropriate parties acted sooner to improve the community they are responsible for taking care of. Imagine the emotional reaction of the families and friends of all those people who would be lost and injured due to this kind of negligence that we can start to fix now. It is not a matter of *if* these events will occur, but *when*. We are still waiting for the Juan de Fuca plate to snap.

The materials and methods being utilized for the construction and renovation of these permanent structures have proven to be incompatible with the climate of this biome. There is too much moisture in the soil and air. Wood is chewed away by rodents, rot, and black mold. Untreated metals corrode too quickly. Hardwood floors, petrol-based shingles and paints are too flammable to use in an increasingly warm and dry environment. Continuing to use these materials carries the risks of extensive costs over the long-term, and unnecessary risk to human health and the environment.

Living here is adversely affecting our health and safety beyond our control, while it is not beyond the control of the administration of Susan Court Apartments, nor is it beyond the control of government. With how extensive the infection is at this four-plex, all of the units at Susan Court Apartments will need to be demolished and rebuilt using materials that better resist the elements of the parcel they are built on. The tenants will need to be placed in sanitary motels in phases during the demolition and reconstruction process. Deposits and application fees would be waived for the new dwellings and rental agreements. This would be the early bird special that secures their place in the upgraded hardware before the early bird special is even advertised, demonstrating the company's loyalty to its people. Overall, the transition would save the tenants' money and secure their livelihoods more than they are now,

while granting them the opportunity to contribute to the formation of a strong community they can be proud of being a part of. Susan Court Apartments owes to its current tenants not to terminate their rental agreements due to extensive repairs, which could leave them and our economy struggling more than we already are. We should not have to suffer for the mistakes of the owners and administration. The new units will need to be built according to current building codes in the State of Oregon. This would, of course, extend the lifetime of the units. It would also reduce maintenance costs, especially if the water pipes were constructed to be readily accessible for servicing without the need for damage to the structure. The administration will need to open dialogue with multiple specialists of various fields, and multiple state and local governments to organize and permit a project of this scale. They will need to coordinate, hold meetings, and maintain documents in efficient ways to meet appropriate deadlines. Funding will need to be secured through multiple sources, including organizing fundraising events, and those sources will need to be contacted on a consistent basis. There will need to be a lot of emails written, calls made, forms generated, and trips taken. Not to mention the endeavor to relocate entire households, then tear down and rebuild an entire apartment complex. There is also the storm-water drain, which may require a bit of pressure towards the City of Keizer to address the sewage problem at its source. This could mean greater fundraising operations. After the project is complete, the administration will then need to resume annual inspection of the units, ensuring tenants are being properly regulated according to their new rental contracts, and any required government inspections are being conducted. If these steps cannot be taken, the property and associated business ventures will need to be given up to those who are more response-able.

It is important to note that these are not the steps that I personally require to feel more comfortable and secure about myself, neither is this a bid for control. These are the steps that need to be taken if business is to continue here lawfully and without unnecessary risk of injury. They are also the steps governments are likely to require of companies in their charge to remedy such matters, and they are the steps relevant government agencies would likely take themselves if they had to. We might as well just bite the bullet and put in the effort, before fines and lawsuits overcome the coffers of the current ownership. It is understood that these problems can be complex, and technical or otherwise specialized knowledge is sometimes needed to meet these sorts of challenges with equally or more complicated solutions. It is understood how extensive and expensive of a process this project would be to accomplish. It could take 5 years or more to fully implement. Unfortunately, it is absolutely necessary to ensure the peace and security of this community, including securing the basic human rights of good health and secure dwellings. It may seem like such a large investment of time and resources is not worth the financial return on this cause, but these are matters that should have been in the works a long time ago. This did not have to be as big of an endeavor as it is now. The administration could have been regulating these apartments better. Money could have been set aside to spend towards appropriate renovations. If there is money set aside for these purposes now, it should be budgeted towards these emerging needs. If solutions could not be afforded over the course of the current ownership, then they and the administration should have taken the initiative to seek out aid, developed additional revenue streams, and/or placed this property in the hands of someone better funded. In light of current

circumstances, we can make reachable goals and milestones that result in the gradual improvement of the community's infrastructure without significant economic loss to anyone party to the incidents; if the current ownership and administration agree to cooperate.

The Incident Command System is a nationally recognized system of organizing labor. It enables multiple agencies to facilitate more cohesive teamwork through a unified chain of command, shared terminology, and consistent work flows. The United States government, militaries, medical response teams, firefighters, and police use this system to structure their organizations. They are tried and true, based on many incident responses and organizations throughout our nation's history. We will need to employ this system at Susan Court Apartments by forming a committee to oversee the project. Through a series of designated meeting sessions, we will need to work to facilitate a thorough and agreed-upon understanding of the expectations inherent in the proceeding workload. Then each person proceeds with their functions in the workload. Meeting minutes will need to be recorded and kept by a Secretary. There would need to be a command branch and administrative branch of the committee. A command team would need to be appointed first and foremost, followed by the administrative team. The command branch would consist of: an Incident Commander (or President), Vice Commander (or Vice-President), Public Information Officer, Liaison Officer, and Safety Officer. The administrative team would consist of: a Secretary, Planning Leader, Operations Leader, and Logistics Leader. Those appointed should not only have demonstrated they represent the best interests of the company, they also need to have demonstrated that they are capable of adequately filling the role appointed to them. No one person should be appointed to multiple roles. No one leader should have more than five functions they represent outside the committee, with a maximum of one assistant per function. This way, all functions required to complete the project can be carefully maintained, with accountability properly set, and labor distributed evenly and without overwhelming any one person during task management. Those appointed will need to be thoroughly trained for their roles.

These meeting sessions should include but are not limited to: a large table, clipboards, notebooks, paper, pens, mechanical pencils, pencil lead, a stapler, staples, paper-clips, folders, binders, sheet protectors for binders, internet capable devices, a printer with ink, power outlets, envelopes, stamps, calculators, a whiteboard, dry erase markers, a dry eraser, pots of coffee, pitchers of water, and possibly some doughnuts.

I would be more than happy to consult with the committee in any capacity it requires, at no charge to anyone. Personally, I can see options where we form a business partnership, expanding these apartments with more units by buying out its neighbors to the east, and building a bigger park for the children. We can provide genuine peace and

security together on a level that could not possibly compare to any other community. I have plans to establish the Entertainment subsidiary of my company in the offices nearby (among other legal and non-disruptive business ventures). I have plans to hire tenants of the apartment complex, ensuring greater financial security for them and the owners of the apartments. I will be able to have them trained in a variety of specializations, depending on their role. The owners and administration and their families could enjoy annual dividends of \$4-million or more in 5 years, if they made the right investment in my company. We can help each other, regardless. Poverty could end here under my watch, and this place could look better than ever before. We just have to take the appropriate steps.

At its basic level, I cry a lot and I hold back a lot of tears. I become very angry, because I feel so very deeply about the world I live in, the events that happen, and those beings affected by it all. It brings me a lot of shame to sit here and feel so hurt-- because everyone else is in pain and cannot figure out how to heal-- when I have such a strong mind, body, and spirit that can actually do something constructive about it all. I can educate and inspire and protect and discipline and empathize. I can organize and delegate and think critically and see the bigger picture. I am young and healthy, and hungry for progress. My capabilities are just as limitless as everyone else, but I understand that capability. I choose to use it to bring more balance to the world, and yes sometimes that means shaking things up first. I can see the way towards exponential growth and multi-generational prosperity here, with everyone still on the payroll. I believe I would be among the smartest investment decisions the owners ever made. We just need to work together.

This project would greatly benefit both of our companies for a very long time, as a matter of fact. Profits for both partner companies would increase over time. We could hire practically any tenant that is hungry for growth, and watch as their value improves with our profits. Demand would grow for rental space, as people far and wide hear about this exciting project, and those involved. The apartment rental company itself would enjoy a variety of upgrades from shared knowledge and technologies, which they may pass onto their other properties without fear of copyright infringement or the like. The owners would have huge opportunities to diversify its portfolio through my company. The economic status of the apartment's current owners, administrators, and families would be more secure, for many years. All the while, my company's audience base would vastly increase, allowing me to better promote the business that I am expecting to make big money on. In fact, I expect many tenants would become regular customers of other products and services we have available. This project would allow me to gain more specialized knowledge and practice in business administration and property rental markets by surrounding myself with relevant specialists and tasks. Our social capital in local politics would grow if we publicize making large contributions to solve a real social problem in Keizer, which would allow the committee better leverage to lobby for laws that protect the rights of American citizens.

There are laws that make sense, because there are smart people lobbying for laws that make sense. For instance, the numbers on our traffic signs are based on traffic data. The tenants and visitors in vehicles driving through the parking lot are actually endangering the lives of pedestrians, children, and animals the further above 5-miles-per-hour they travel in those areas. Drivers like to feel powerful behind the wheel, but they forget that they are hauling around a 10-thousand pound pile of metal. Even at 5 miles an hour, injury and death can occur. I can see drivers purposefully driving fast in an attempt to resist the traffic signs on my window. Drivers attempting to act in solidarity for personal freedoms, while placing others at risk. I actually saw a driver insulting my heritage by donning an American flag sticker on the back of their vehicle, while flying through the parking lot; wherein they are endangering the lives of other Americans in their own homeland. This is despicable and dishonorable towards our country. Look at how our nation's supposed leaders are acting like teenagers. How many veterans are doing this? I cannot count the number of times I have seen people flying around the corner in front of my living room window, nor the number of times I have seen children or animals at the same spot traveling in the opposite direction. I have up a sign next to my own 5 mile per hour sign, that reads "KEEP CHILDREN SAFE". How inhumane and un-American do you have to be to resist that message? At least one driver has been reported to complain that children are in their way as they drive through the parking lot, even though the children have been collectively vigilant of vehicles since my brother and I began living here. If tenants or visitors are in such a hurry as to necessitate endangering the lives of others, they need to be told to take a serious look at their schedules and routines to ensure they have enough time to reach their destinations in a safe and orderly manner. If their minds are so rushed and distracted that they feel the need to navigate life with such careless gusto, they need to be told take a step back to introspect on insecurities that are placing others at risk unnecessarily. If tenants fail to correct their reckless behavior, they need to be told to find another community to bother, and allow this neighborhood to work on peace and security without their presence. This neighborhood and its tenants, in turn, should also be holding those community members and leaders accountable by making light of the behavior to the appropriate parties, and putting them on the spot whenever the opportunity arises to correct the behavior. We need to do so assertively, rather than aggressively. With grace, rather than intolerance. By failing to react properly to injustice, we empower the criminal mind. Here at Susan Court Apartments, the criminal mind will flourish no longer.

Pedestrians have the right-of-way in parking lots and residential streets. It is theirs to traverse before vehicles. That is the expected basic level of respect for everyone here in Oregon, whether tenant or visitor. If someone hits another person with their vehicle in these areas, they could be held liable for attempted manslaughter, due to the fact that it has the real potential to result in injury or loss of life for the victim. If they hit an animal, welcome to an animal abuse case. This could include prison-time, an impounded vehicle, loss of job due to absence and dishonor to their job's brand, and loss of home due to non-payment of rent. It is not worth it to save some extra seconds on travel time, which is all that is being saved by speeding. Tenants and visitors tend to occupy our parking lot. Many cats

roam the neighborhood, keeping many rodents at bay, and who's owners greatly value them as they would their own children. There is a lady who cannot easily walk her little dog, so it has its own route that it takes to walk itself. Children play in the parking lot as a matter of necessity because as premature human beings, they have a lot of energy that requires a lot of space and noise to expend. The units of these apartments are way too small. The children's park is way too small. Hanging out at the electrical box (though nostalgic) is too small and dangerous. For busy, tired, and overwhelmed parents and grandparents, our parking lot is one of the few places the children have to enjoy themselves. Children are our future and we as a community need to learn to respect them and their needs, or else we risk weakening the societies of the following generation with our injury, intolerance, and insecurities that we inevitably pass onto them.

We had a 5-mile-per-hour sign and children at play sign that is now missing. I received a report that people keep running it over with their vehicle, so it has been left as a lost cause. This is unacceptable. It is essential to the peace and security of the community not to bend to the reckless behavior of others, so as not to condition them to believe they can overcome the consequences of their actions without taking proper responsibility. Doing so would empower them to believe they can continue unabated, which makes us accountable for their actions. It is one way that we inadvertently influence the development of narcissistic behavior in our society. Behavior that I understand is endemic here, because I see people resist a traffic sign that is associated with keeping children safe. We need to install another traffic sign, and we need to make better efforts to connect the neighborhood to a neighborhood watch program. My neighbor above and I have the best views of the area where the signs were originally. If we felt more connected to the community and administration, and we were made aware that this sort of incident can occur, we would likely make significant efforts to monitor our area for any potential vandals. If the neighborhood watch program extended to multiple households of Susan Court Apartments, and in a broad geographical range, it is likely that there would be significant pressure placed on people coming in and out not to be a nuisance to the neighborhood out of the understanding that it is being more closely monitored. Personally, I tend not to hesitate to track down the reckless drivers as they pull in. If license plates were required to be registered to each unit, it would help us pinpoint the culprits on the road. I have identified several problem households already.

In the south-east corner of the property, there lies an open fire-pit within maybe five feet of the wooden fence separating the property from the neighbors next-door. Along the south-eastern fence, there lies a great pile of logs that were left after being cut down a couple months ago. These are major fire hazards that need to be addressed right after reading this letter. I also received a report that maintenance was using fire to burn up the stump and roots of a tree trunk near the children's park. Through my observations and understanding, it became clear that this task had significant risks that were not carefully considered. It had the potential to set the four-plex ablaze through a trail of dead grass and bark dust between the trunk to be burned and the four-plex itself. The size of the fire required to burn

up the trunk and roots would be too large to burn so close to a permanent and flammable structure. It is unclear what utilities are nearby the roots underground. The roots of the tree are deeper than its height from the ground when it was alive, in order to maintain structural balance. These roots sprawl out as far or farther than its branches did. It is safe to assume by the diameter of the stump that its roots had become intertwined with the roots of the standing tree near it, and the additional tree stump nearest the standing tree. Meaning, it could have caused a rather large and potentially unmanageable underground fire that could have set the standing tree on fire from the inside-out. This would not necessarily be immediately apparent, but would eventually topple over on someone's home or children unknowingly due to degradation of the tree's foundation as it smolders and breaks down internally and underneath. Though not intended, this could be seen as an act of arson that placed at least four households in danger of their lives and economic stability. This is unacceptable.

The Oregonian recently reported that this year's fire season started earlier than last year, with the majority of Oregon being drier and warmer compared to last year at this time. Wildfires caused by human activity has also increased, compared to last year. Human activity is the major cause of wildfires, but climate change and global warming greatly amplifies its range and diameter as moisture evaporates from the litter and humus layers of forest floors. These layers ordinarily shelter moisture from evaporating, which among other functions serves as moist blanket sponge cakes to help dampen the spread and impact of wildfires. Global Warming of the magnitude we are experiencing is caused by: the excessive burning of fossil fuels; the overgrazing of cattle (almost half of all usable land is devoted to raising livestock); deforestation; large-scale application of synthetic nitrogen fertilizer; large-scale land burning and tilling techniques; and improper composting practices at landfills and ocean barges. These endeavors collectively release massive amounts of greenhouse gases annually that trap excess heat in the atmosphere and oceans, while inhibiting the planet's ability to sequester greenhouse gases. We do not collectively understand well enough that this planet is a sort of machine, and we are tampering with control knobs that are causing life-threatening extremes in our climate and ecology. Trapping so much heat has increased the global temperature of the planet to a point that has thrown our systems out of balance. California has been seeing record wildfires for years now. Last year in Oregon, we had record wildfires due to unnaturally dry litter layers caused by an average annual decrease in atmospheric rivers that are supposed to bring us around half of our annual moisture. Because of how much warmer the planet is now, moisture on the scale of an atmospheric river is acting in unfamiliar ways. It no longer brings as much water to Oregon, and so we have much drier and warmer conditions. This is also translating to less freshwater in our state's aquifers. One such wildfire from last year-- the Beachie Creek Fire-- burned within four miles of Stayton, where Salem's principle water treatment center (and my old stomping grounds) resides. Instead of interrupting the majority of Salem's municipal water supply worse than the cyanobacterial infection, the fire took the lives and homes of Santiam Canyon residents. It is said that fires continue to smolder underground by the roots of trees throughout the region to this day, and those fires are expected to continue burning for years. Any tree out there that looks perfectly normal could be hiding a smoldering fire underneath. Burning the roots of trees in Keizer may no longer be a good idea if we want to ensure the peace and security of the community. There is a fungi

by the name of *Pleurotus Ostreatus* that eats right through dead hardwood, and spits out nutrients for the soil. As an added benefit, they produce edible oyster mushrooms. We can drill holes in the stump, inoculate it with a series of oyster plugs, and let them go to town. It would take a fair bit longer comparatively, but we can turn it into a community conversation piece that teaches children and adults about the importance of nature and its processes. Or perhaps it can be an art installation, if we find someone good at carving wood.

The landscape itself is not being cared for properly. A whole line of birch trees were reported to be rotten when they were cut down. I suspect this would have been avoided if there were symbiotic plants and fungi planted in relation to it. If the soil were taken care of and watered at all, it would have been less likely that those trees would have become rotten. I see the administration is using woven plastic ground cover laid flat across the ground, with medium-sized river rock over the top to keep weeds at bay. However, this is detrimental to the structure of the land itself, as it removes the rhizosphere. Plants develop communities by connecting with the roots of its neighbors, forming a very strong and widespread grip on the soil. This keeps it from washing away and eroding, while enabling gas exchange for the soil microbes. Worms incubate soil microbes and feed on plant decay, and mycorrhiza forms thick sponge-like structures that vastly expands the reach of plants, and it holds onto nutrients and water. In addition to plant roots, mycorrhiza creates a super-highway for soil microbes to access a greater area of the soil layers in a shorter span of time. The canopies of these plants protect the soil from breaking up due to the impact of raindrops in free-fall as well.

Without the secretions and decay of plant roots, worms, mycorrhiza, and soil microbes find other areas to occupy. Without worms, there is no major source of humic acid other than slugs; and slugs cannot access deep layers of soil, nor aerate it for soil microbes to proliferate. Humic acid, or humus, is principally responsible for binding soil, nutrients, and moisture together. Without humus or mycorrhiza, nutrients leach out of the vegetative layers of the soil during rainfall, causing the land to crack and sink over time due to displacement of the nutrients. Naturally-growing patches of clover are a tell-tale sign of leeching. Their niche is to grow thin, deep roots to access these hard-to-reach nutrients. Sink holes develop due to leeching, which can lead to structural damage for nearby facilities. Plastic ground cover with medium-sized river rock is an act of neglect on the land. Yet another quick fix that hides sinister undertones. Plants are strong enough to break through concrete, and it can certainly persist through plastic or nylon ground cover and river rock. Nothing but a couple species of fungi-- discovered in Brazil and Pakistan-- can eat petrol-based plastics. In fact, petrol-based plastics are toxic to the majority of life on this planet. Sun breaks it down into toxic by-products. The plastic ground covering in question frays into thin strips that are bound to separate from the sheets, and be carried by the wind or birds.

There is no such thing as a weed; only plants that are useful to us, and those that are not. Weeds as we know them are just plants that occupied a space no other plant had occupied. In order to truly eradicate a weed, it cannot have room to take hold in the environment. If we planted a whole 7-layered forest system, weeds would not be a problem. The value of the property would increase, as would the quality of life for staff and tenants. These seven layers would consist of: a large tree layer, a small tree layer, a bush layer, an herbaceous/perennial layer, a climber layer, a ground cover layer, and a rhizome layer. Large bark chips from conifer trees could be spread in-between plants and raked often. Conifers possess essential oils that naturally resist fungal infections. Raking the bark chips around would not only break up any unwanted mycelia, it would also help break up any unwanted seedlings that may pop up. The sharp edges of the chips may even resist slugs. A drip irrigation can be set up to water plants automatically on a timed basis, which saves massively on water, improves the growth and quality of plants, and saves labor in a safe and efficient way. It would not take much effort for a designated landscaper to make their rounds, ensuring the proper care of all the flora in the complex not owned by tenants. Hell, we could have an entire community garden if we organized well.

In our oceans, there are colossal floating patches of the sort of trash we throw away in these apartments. In the Pacific Ocean alone, there are two-- the East and West Pacific Garbage Patch-- that are each the size of Texas. It is killing off marine and avian life, as these animals mistake colorful petrol-based plastics and other indigestibles as food. These items become lodged in their stomachs, which they later die of dehydration from not having enough room in their stomachs. Whales are washing up dead on shore. Bird carcasses are dotting our regions, with exposed stomachs and their plastic contents. Petrol-based plastics are even entering the food chain. On average, Americans enjoy the forced consumption of one credit card worth of plastic a week. All the while, the food scraps we fail to compost pile up on landfills, emitting massive amounts of methane-- which can be anywhere from 20 to over 100 times more potent as a greenhouse gas in the atmosphere than carbon dioxide.

Even the roofers that re-shingled the rooftops failed to clean up after themselves, and littered petrol-based shingles everywhere. I have been picking out shrapnel in my back yard area from their work for years. There have been shingle pieces in all of my garden beds, and in my totes of extra soil. The administration failed to inspect the roofers' work properly or hold them accountable. They also failed to apologize to their tenants for basically forcing them to clean up the administration's mess. I often clean the laundry room, when it becomes too messy. This should not be my responsibility, nor should our laundry facilities be so poorly ran. Trash tends to litter the entire complex for extended lengths of time. One tenant was seen kicking a plastic bottle, instead of picking it up and throwing it away. It literally took years before the overwhelmingly overfilled dumpsters were addressed. Recycling and yard debris service is free in the state of Oregon, yet they are still not being provided by the administration here. Just because we are among the fewest states to recycle does not justify our decision not to. Just because a majority of

people are acting a certain way does not justify in any way our right to act the same way. We all need to be setting an example for righteous behavior, even if we are the only ones. I understand there are materials that do not end up being recycled, but the habit is still important for the community, and there are plenty of materials that *can* be recycled. We can educate ourselves and the tenants as to what materials can and cannot, and hold each other accountable for not dealing with our waste properly.

There is an internet connection over WiFi in the apartment complex by the name of "Keizer 503PD". I can pinpoint exactly where this connection is coming from. If this is an official presence by Keizer Police, the administration needs to have them identify themselves to lawful tenants, and explain why there is a permanent law enforcement presence so close to their homes. It does not reasonably make a lawful citizen safe nor secure in their person to be under the watchful eye of police in their neighborhood without at least developing proper channels of communication to determine the nature and justification of such ventures. Tenants should not have to find out for themselves. If the connection is found to be owned by a tenant, they need to be told to change the name of their WiFi or else they can face charges for impersonating a law enforcement officer.

It would make sense if there were a permanent official police presence. If you look at a crime map of people convicted of assault, rape, and property theft in Keizer, the neighborhood of Susan Court Apartments is the most crime-ridden. These apartments have rental rates that are among the cheapest in Keizer. They are sort of tucked out of the way of regular traffic, and its administration shows clear signs of turning a blind eye to breakdowns in regulation. These qualities may be attractive to the criminal mind. What we need to learn as a community is that this is not the Wild Wild West anymore. This is Keizer, Oregon 2021. We should not have to have a conversation about morality and civil responsibility in one of the most developed nations in the world. I refuse to allow this place to fall deeper into conditions of a third-world country any longer. This letter highlights the sort of behavior that weakens a country, and allows the enemy to win. We could be setting the stage for advancements across the Willamette Valley, and provide a real argument to justify expanding our species to Mars. We could be showing people how to improve our society in an efficient, humane, and systematic way; right here in our humble apartment complex. We could be showing the world how #OregonStrong we can be. The outpouring of support would be immeasurable. We just need to be honest with ourselves and each other, and take response-ability. We have to negotiate and compromise and collaborate, and make a plan. Then take real action on that plan.

It should not be said how unacceptable it is to watch a neighborhood become so eroded and without significant growth, improvement, or advancement over the course of +/- 5 years. It should not be said, because the people here

seem to understand these problems. They seem to think the administration understands these problems exist as well, yet does little to genuinely solve anything important. Some believe people in the neighborhood do not care about them, nor are particularly inspired to right the wrongs in their community. This community has lost faith, as they see both administration and tenants neglect the real problems by covering them up with cheap superficial quick fixes; like the administration installing hardwood floors, bathroom lights with Bluetooth speakers, and power outlets with USB ports, thinking it justifies increasing the rent on a rotting corpse of a unit, and continuing with business as usual. This becomes reflected in how the tenants perceive the neighborhood, and it influences how they react with the world around them. If the owners/administration or community are not taking care of their needs, why should they take care of anyone else's? If the people around them are not making the world a better place, why should they? One person tackling such big problems can be extremely overwhelming, time-consuming, and expensive. The relevant and helpful information we need can sometimes be out of the realm of our understanding for one reason or another. Superficial quick fixes start to look more and more attractive as less and less people have realistic answers. Accountability breaks down as people look the other way to distract themselves from feelings of pain and hopelessness. Eventually someone dies, becomes injured, loses property, or otherwise peace and security in the community breaks down due to negligence, and no one is willing to take responsibility. In fact, there are those that are willing to fight to maintain their false innocence. All in all, this is where we are now.

I have no doubt that the majority of us in the States are hurting in fundamental ways that distract us from performing at our best, including the owners, staff, and tenants of Susan Court Apartments. In fact, it has become a fundamental problem of American society for the majority of us to be sort of stuck in self-preservation mode. We will protect our own because it is ours, but everyone else is dispensable. We want to feel good, so we make desperate bids for attention and recognition while being inconsiderate of how we are affecting others outside of our circles. We turn to vices and false perceptions that worsen or exasperate our conditions, because we want to hold onto our fragile egos and false pride. Little-to-no resistance occurs, so the behaviors cycle on through multiple lineages. Some of us are angry at our families and communities for how they have raised us, and we are unsure how to express that in a constructive way. Some of us wish we could still visit and hold the hands of those no longer with us. Some of us struggle to navigate the confusion of a loved one's deteriorating mind. Some of us have bullies and bullet holes we are too ashamed to fully talk about. Some of us just need a friend and a hug, and to know that they are not alone in this world. Some of us just need to be validated for being such perfectly imperfect personalities. Some of us need to be told it is okay and necessary to feel uncomfortable emotions. These are not you or me problems. These are our problems, so long as we decide to walk this Earth and take on the roles we decide for ourselves. We are the stewards. We are the shepherds. This is our community. These are our people.

We can blindly navigate by doing what feels right regardless of our understanding, potentially raising the risk of injury, death, and/or property damage. We can turn a blind eye altogether, and cover up the real problems with aesthetic changes that distract. Or, we can accept what we have done wrong, and move towards the right direction. We can take a systematic approach to these challenges. We can sit down with a think-tank of people with technical knowledge, and analyze these challenges; studying the standards, experiences, and findings of demonstrated experts. We can conduct fundraising campaigns, and diversify our revenue streams. We can make a lot of money, making a lot of people happy by doing the right thing.

Regardless of what the owners and administration decides, Susan Court Apartments is not a safe or sanitary community, nor are its tenants living in safe or sanitary dwellings. These are conditions that need to improve last year. The operating plan of the company needs to change if we as a society of American citizens are to ensure the peace and security of our community at Susan Court Apartments, Candlewood Drive, and Keizer as a whole. These are conditions that can start to change now, if the administration takes the appropriate steps. There are various options available that I have provided in detail in this letter, such as taking initiative to form the aforementioned committee and campaign. Whatever the owners and administration decides, I will no longer stand idle to these incidents.

At the end of the day, this is our community. Your community, my community, our neighbors' community; but most importantly, our children's community. We are here in these apartments, working hard so that our kids have a peaceful and secure place to grow. We are inadvertently setting an example for them; for our friends, family, neighbors, strangers, and enemies. We are showing the world how great America really is. What sort of legacy do we want to leave on this good Earth? One that neglects its own community and allows it to erode into a sea of crime and suffering, or one that carves a unique and exciting path towards prosperity that inspires whole communities?

Thank you for your time and consideration. I hope to hear from you in a week. If I do not hear from you by then, I will reach out to you again.

Namaste Aloha,

Bleaugard von Kasadu (Blu)

Owner of Kasadu Enterprise, LLC

P.S. My company website has more information about my identity, motivations, and history in the blog section.

<https://kasadu.net>.

June 21, 2021

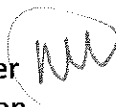
Dear Mayor Clark,

Just a few minutes, all it took was 5 minutes on social media for me to find a number of Pride Month proclamations, pride flags flying at government buildings, city mayors and governments that recognize the importance of inclusivity from across Oregon and our nation. It truly isn't, as they say, rocket science and it truly shouldn't have required a formal request from anyone to show that Keizer is an inclusive community. The city council has a responsibility to recognize and celebrate ALL of its citizens, not one particular party or one particular race. This should have been handled by the council long before now as frankly, recognition has been around officially since 1999. I fail to understand why it is necessary for our city council to have to wait on a request from a citizen before doing the right thing. Why doesn't our council have a work session at the end of the year or the beginning of the year to set forth ALL the times in the coming year to acknowledge the contribution of our citizens? Black History Month? We should always have a written proclamation. Women's History, APAH, Hispanic American Heritage, et. al. should have an automatic proclamation without individuals needing to remind the council. Yes, the council has important things to discuss, resolve, and pass, but the acknowledgement, recognition, and inclusion of all its citizens should be a priority. We have a new inclusivity statement that apparently means nothing to the city council as this entire episode could have been handled differently and with respect to the members of our city.

Pride month isn't a viewpoint. Being LGBTQ+ isn't a viewpoint. Honoring Pride Month is an inclusive statement that values our community and shouldn't cause you to even bat an eye to do the right thing. Flying a pride flag is different than a Confederate battle flag and flying one at city hall should be an easy policy to create. Don't know how it's done? Contact the cities from around Oregon and across the nation that proudly fly the pride flag, follow their lead, and get it done.

I looked into how other cities handle proclamations and most cities have a formal procedure for one, but I was unable to locate on the City of Keizer website anything concerning how to get the council or mayor to issue one. If it is there, it is well hidden. The City of Salem asks for a letter to the mayor, Tualatin has a form, Portland has a policy and a form, other cities the same. I've included examples of both Tualatin and Portland for you to peruse, there are many other cities you can contact as you move forward and I highly recommend that Keizer adopt a way for its citizens to request a proclamation or recommendation. If the expectation is that we are to be seen as anything other than a Podunk community, then perhaps we need to step up and institute a formal way to request a proclamation and stop relying on the good 'ol boy system of government.

It's 2021 and our community is evolving and changing. The council needs to also. You as a council can do better, we as a city can be better.

Sincerely,
Linda Warner 
Keizer Oregon

Linda Warner, attachment 6-21-2021

Page 1: Facebook posts from Albany and Hillsboro, Oregon



← City Government of Albany, Oregon



City Government of
Albany, Oregon
@cityofalbany

Learn More



Like



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Government Organization

Home About Live Posts Videos Pr

Want your own Page?

Create Page

About

← City of Hillsboro - Local Government



City of Hillsboro - Local Government

Jun 1 · 🌐

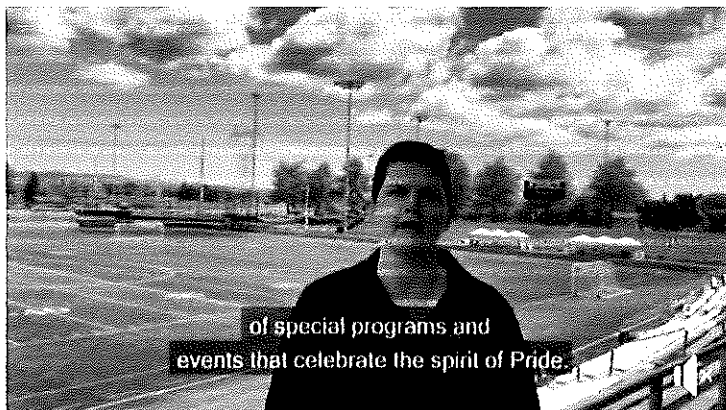
Happy Pride Month, Hillsboro! 🏳️‍🌈

This year, we have a stellar lineup of physically-distanced, COVID-safe events planned – including our Pride Party Concert on June 5 at the Hillsboro Stadium.

Learn about the upcoming Pride events and explore our virtual event center to engage with queer history, try LGBTQ-themed arts activities, watch videos, and discover community resources.

www.Hillsboro-Oregon.gov/PrideMonth

See Less



👍❤️ 54

👍 54

💬 3

➦ 3

Linda Warner, attachment 6-21-2021

Page 2: Facebook posts from Bend and Eugene, Oregon

← City of Bend, Oregon Government

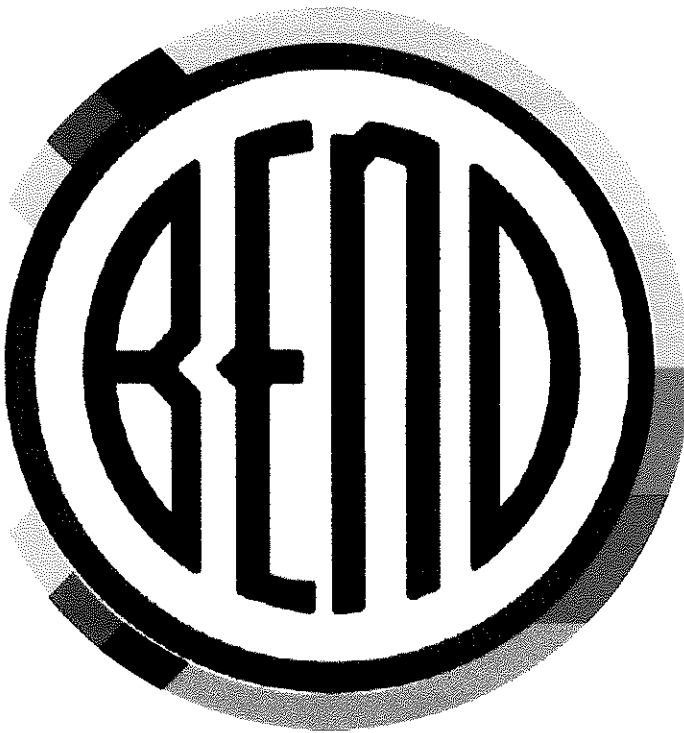


City of Bend, Oregon Government

Jun 3 · 🌐

updated their profile picture.

...



👍 111

👍 111

💬 9

➦ 1



City of Bend, Oregon Government

Jun 2 · 🌐

...

A big milestone was hit today on the Murphy Corridor Improvement Project! The first of eleven concrete girders were launched today for

← City of Eugene Government



City of Eugene Government

Jun 3 · 🌐

...

Happy Pride Month! As we celebrate the steps our society has taken towards equality and dignity we must also stay focused on challenging homophobia, transphobia, and all other forms of hate wherever they exist. Eugene Pride is a non-profit group that holds an annual Pride in the Park event. This year's event will be on August 14 at Alton Baker Park.

See Less



EVENT | EugPride!

Get all the details about the Eugene-Springfield Pride in the Park event

eugenepride.org

👍 24

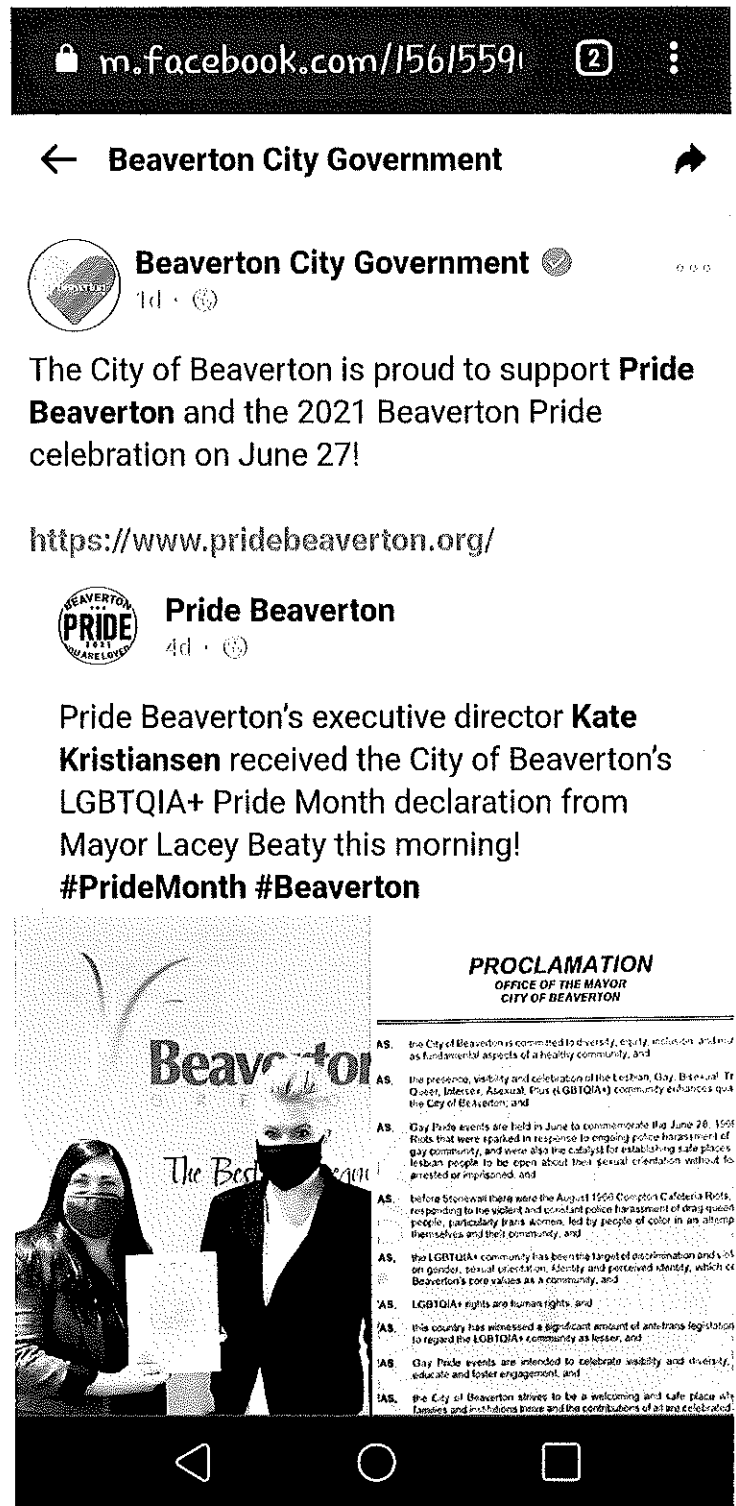
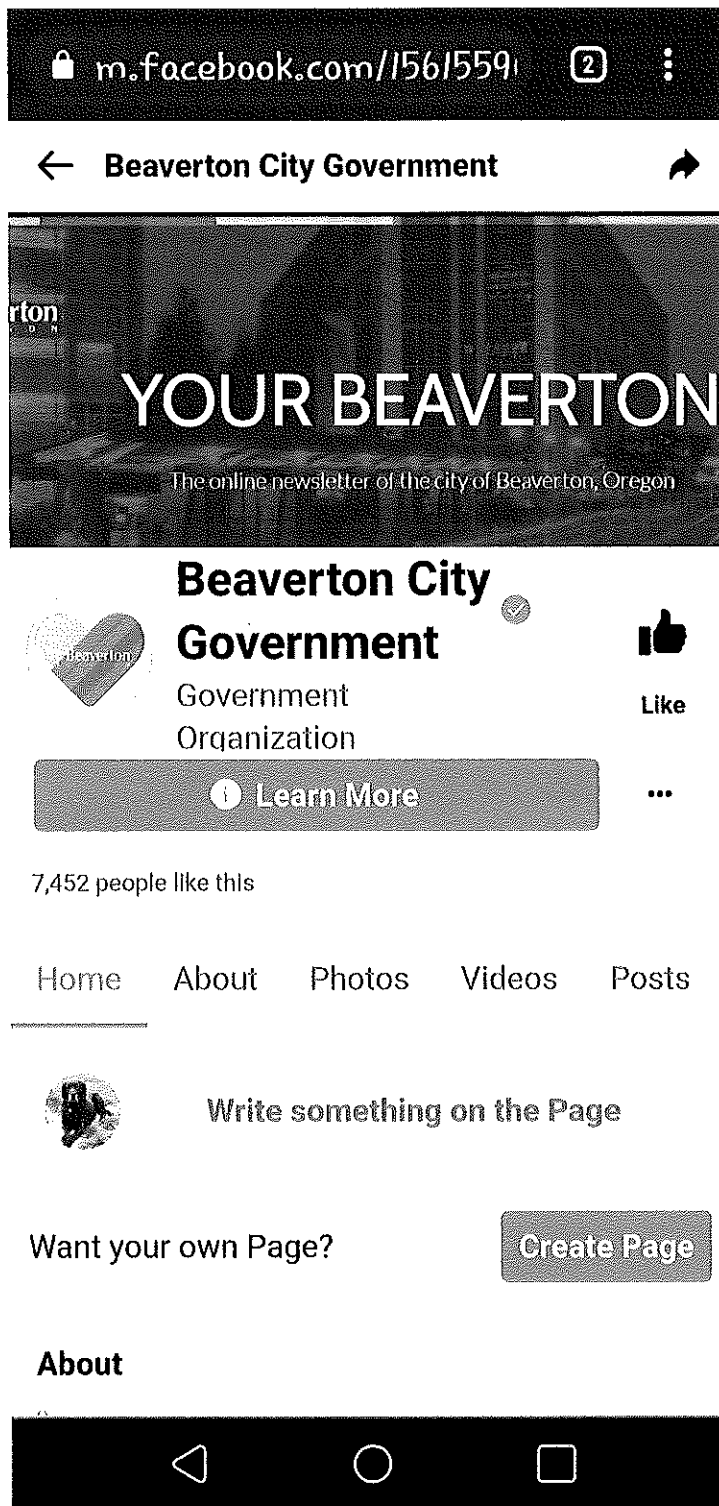
👍 24

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➦ 6

Linda Warner, attachment 6-21-2021

Page 3: Facebook posts from Beaverton, Oregon



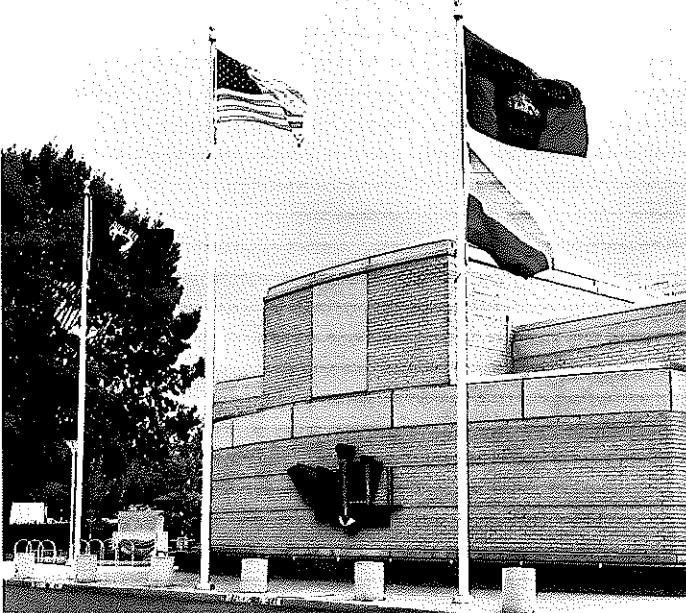
Linda Warner, attachment 6-21-20214

Page 4: Facebook posts from Washington County and Springfield, Oregon

← Washington County, Oregon's Post

 **Washington County, Oregon**
Jun 7 · 🌐

Our #Pride is showing!



👍 287 💬 7 ➦ 17

 **Kathryn Harrington**
I was so thrilled to see this flying this year. Thank you!

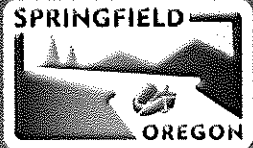
2 wks · Like · Reply · 1

 Write a comment...  

springfield-or.gov/june-  

www.washingtoncountyor.gov/coronavirus

Contact Us | Events & Public Meetings
| Sign Up | Search



June 2021 is LGBTQ+ Pride Month Proclamation

WHEREAS, our nation was founded on the principal of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans;

WHEREAS, the historical r 

Linda Warner, attachment 6-21-2021

Page 5: Facebook posts from South Salem Saxon Drama



Saxon Drama

5d · 🌐

I love seeing the bright colors of inclusiveness. Thank you to our students and staff who advocated for this, and to our admin and district who recognize that there is strength in diversity.

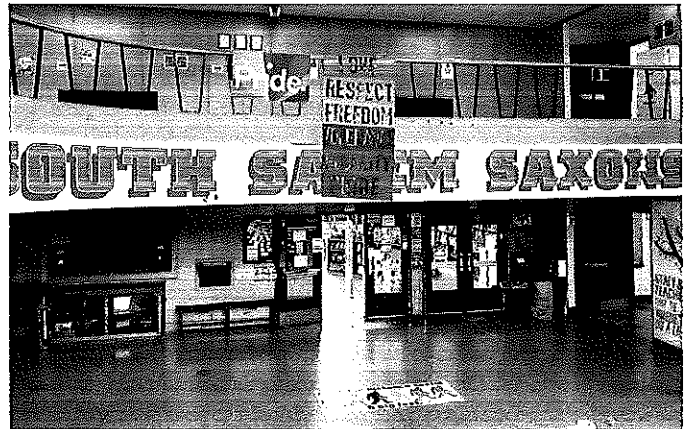
👤👤 You, Mark Panther and 31 others

👍 32



👤👤 2

👍 2



👤👤 You and 2 others

👤 3



👤👤 You, Courtney Erin and 1 other

👤 3



Linda Warner, attachment 6-21-2021

Page 6 : Facebook posts from Vancouver, WA and Mayor McLean of Boise, Idaho

← Vancouver, Washington City Gover... →



**Vancouver, Washington City
Government**

Jun 3 · 🌐

🚩 Happy Pride, Vancouver! 🚩

Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month recognizes the impact that lesbian, gay, bisexual and transgender individuals have had on history locally, nationally, and internationally.... [See More](#)



👍👍 65

👍 65

💬 3

➦ 2



**Vancouver, Washington City
Government**

← Mayor McLean →



Mayor McLean was live.

Jun 1 · 🌐

In today's Mondays with the Mayor, I'll be talking about COVID-19, the Library, the Zoning Code Rewrite and Office of Police Accountability surveys and Pride Month.

Library Summer Reading: boisepubliclibrary.org/summer ... [See More](#)



👍👍 25

👍 25

💬 10

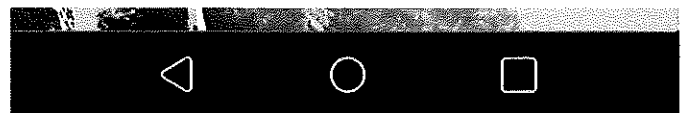
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Mayor McLean

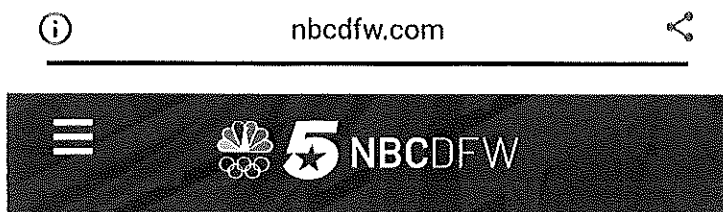
May 31 · 🌐

On this Memorial Day, may we take time to remember and honor the brave women and men who lost their lives while serving our nation and protecting us all.



Linda Warner, attachment 6-21-2021

Page 7 : Facebook posts from Dallas, TX and Boston, MA



PRIDE MONTH

City of Dallas Kicks Off Pride Month With Flag Unveiling

The Pride flag will fly at Dallas
Love Field, police
headquarters, and city hall

Published June 1, 2021 • Updated on June 1,
2021 at 10:10 pm



The city of Dallas is celebrating Pride Month by



← City of Boston



City of Boston

Jun 9 •

In honor of **#PrideMonth**, the **Mayor's Office of Arts & Culture Boston** put together a list of events happening in the City of Boston that recognize the contributions of our **#LGBTQIA** community: <http://ow.ly/Aq2c50F6pdg>
#LoveisLove #PrideMonth2021



57

57

6

8



City of Boston

Jun 9 •

You can join Boston's Urban Forest Plan!

Linda Warner, attachment 6-21-2021

Page 8 : Facebook posts from Salt Lake City, UT

← Salt Lake City Council



Salt Lake City Council

Jun 1 · 🌐

At today's meetings, we adopted a ceremonial resolution for **#PrideMonth2021**, continued discussing + held our second of two public hearings on the proposed budget, received an overview of the Capital Improvement Program (CIP), and more. Read the meeting recap here mailchi.mp/slcgov/recap-6-1-2... See More



6 . 1 . 2021



Salt Lake City Council was live.

← Salt Lake City Mayor Erin Mendenhall



Salt Lake City Mayor Erin Mendenhall

Jun 1 · 🌐

Happy Pride Month, Salt Lake City! Raising the Pride flag to fly above City Hall is a favorite tradition and I'm so glad Pride Week is here to support the valuable programs of the **Utah Pride Center**, which are critical to our **LGBTQIA** community.



284



CITY OF TUALATIN

APPLICATION TO REQUEST A PROCLAMATION
18880 SW MARTINAZZI AVE • TUALATIN, OR 97062
PHONE 503.691.3011

Requests for City Proclamations should be submitted four weeks prior to the requested Council Meeting date. The City Council meets the 2nd and 4th Monday of each month unless otherwise noted. For specific meeting dates, please visit the City of Tualatin website at www.tualatinoregon.gov.

Topic & Purpose of Proclamation:

Individual, Agency, or Organization Sponsoring the Proclamation:

Local Resident Attending Council Meeting to Receive Proclamation:

Name

Phone

Note: There is a limit of two proclamations per City Council meeting and selection is made in the order requests are received. Please indicate an alternative meeting date for the event the preferred date is unavailable. While the City does its best to recognize citizen needs, we retain the right to decide if the proclamation will be issued or not.

Preferred City Council Meeting Date Requested: _____

Alternate City Council Meeting Date: _____

Requested By: _____

Name

Phone

Address

Email

Please attach a draft copy of your one page proclamation to this application or check the box if the proclamation will be the same as the previous year. ☐ Wording will be the same as the previous year.

Return the completed form to: City of Tualatin, Attn: Deputy City Recorder, 18880 SW Martinazzi Ave, Tualatin OR, 97062 or via email to nmorris@ci.tualatin.or.us.

For Official Use Only:

Date Request Received _____

Approved _____ Not Approved _____ Applicant Notified _____

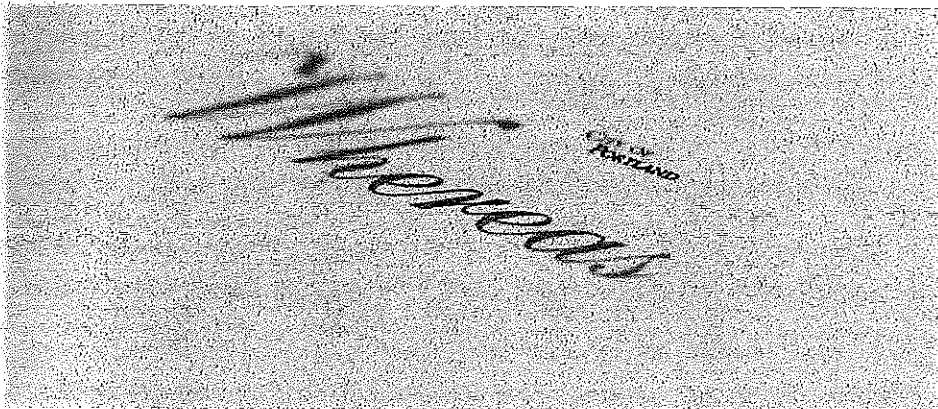
Date Proclaimed _____



[Home](#) / [Mayor Ted Wheeler](#)

Proclamations

Information



PROCLAMATION GUIDELINES FOR THE PUBLIC

We issue proclamations to individuals and organizations seeking recognition of events, awards, remembrances, occasions that are of value or otherwise significant to the City or to the diverse citizens of Portland. Proclamations are made at the discretion of the Mayor.

If the proclamation topic or organization is national, the proclamation must include a "whereas" clause linking local concern. Proclamations may proclaim only one subject or date per proclamation. The proclamation should be kept to one page of text, sent in a Microsoft Word document to the email listed above.

Our office requires sample draft at least three weeks before the date proclaimed. If a proclamation sample draft and the proclamation request form is not submitted at least three weeks in advance of the date of the proclamation, we cannot authorize the proclamation. This is due to time restraints on City Staff and City Council time.

Proclamation requestees must also fill out a "Mayor's Office Proclamation Request Form" if they would like our office to sponsor the proclamation. If the requestee would like the proclamation to be read aloud by the Mayor in City Council, they must state this in the emailed request. Otherwise, they must state in what format they would like to receive the proclamation (pick-up, mail, or email).

For individuals, a letter to commend a person for their contributions to the community may be deemed more appropriate than a proclamation.

We do not issue proclamations for commercial ventures, such as KXYZ Radio Day or Furniture Month. However, we will issue a proclamation for the subject and mention the name of the sponsor(s) in the body of the proclamation, for example Eat Healthy Week can have a "whereas" clause saying it is sponsored by General Foods Corp.

If a religious organization requests a proclamation, it must be related to their contributions to the community. We *may* ask the City Attorney to review these proclamations.

Proclamations cannot be used for direct fundraising. We don't publicize proclamations for groups.

The Mayor's Office and the City of Portland reserve the right to not grant a proclamation request.

To request an proclamation, email: ocean.eale2@portlandoregon.gov

General information

Linda Warner, attachment 6-21-2021

Page 11: Proclamations | Portland.gov

✉ cityinfo@portlandoregon.gov

📞 [503-823-4000](tel:503-823-4000)

📞 [711](#) Oregon Relay Service

City of Portland, Oregon



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Davis, Tracy

From: Guy Romano <guy.romano541@outlook.com>
Sent: Monday, June 21, 2021 4:02 PM
To: Wood, Tim; Administrator; Davis, Tracy
Subject: Chicken regulations, Rooster and code enforcement refusal to investigate

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Council,

I am new to Keizer with in the last four years. We currently have a problem with chicken and rooster in the adjoining neighborhood. Currently one of the rooster is loose in our neighborhood Terrace Green HOA. I contacted code enforcement who will not do anything unless I get her the address, and as she told me who is a taxpayer she "only works 9 to 5 pm" . Why does she have a job?

I do not have a problem with chicken with the exception that they brings in rats and raccoon and right now we have an increase population of raccoons and rats. That why these people have Rooster which are not allowed. These chickens ad rooster are not contain and now we have roosters on our property.

I read the reason behind you gutting the regulation and thought was why would you lose control of this issue. Apparently it was a shortsighted. One of the rationales behind the change was the amount of complaint were minimal, My thought process would be see the process is working and we have better compliance. If the process was not broken why fix it. With that being said I'm urging ALL 96 households to email you with complaints about these free range chickens and roosters in the city limit of Keizer. I will post a link on Facebook group page so that citizens and send you there complaints. The chickens and roosters reside most of the time delta st. by the Keizer pumping station. Thank you for your time.

Sincerely,
Guy Romano
5412950828
Guy.romano541@outlook.com

Sent from [Mail](#) for Windows 10