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AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, December 19, 2022
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
6. **PUBLIC COMMENTS**
This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.
7. **PUBLIC HEARINGS**
 - a. **RESOLUTION** – Recognizing Amended Boundaries of the Northeast Keizer Neighborhood Association, Acknowledging Name Change and Accepting Revised By-Laws; Amending Resolution No. R2022-3280
8. **ADMINISTRATIVE ACTION**
 - a. Keizer Chamber of Commerce First Citizen Banquet – Request for Waiver of Community Center Fees
 - b. **ORDINANCE** – Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions); Amending Ordinance 98-389
 - c. **ORDER** – In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of February 1, 2023

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing City Manager to Enter Into Personal Services Agreement for Professional Audit Services with Grove, Mueller, & Swank, P.C.
- b. RESOLUTION – Authorizing the Mayor to Enter Into Oregon Public Works Emergency Response Cooperative Assistance Agreement
- c. RESOLUTION – Accepting the Canvass of Election Votes from the November 8, 2022 General Election for the Keizer City Council Positions (Mayor and Positions No. 4, 5, and 6), City of Keizer Measure 24-468 (Establishes a Library Services Fee Within the City of Keizer), and City of Keizer Measure 24-269 (Prohibits Psilocybin-Related Businesses Within the City of Keizer)
- d. Approval of November 28, 2022 Work Session Minutes
- e. Approval of December 5, 2022 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

January 3, 2023 – 7:00 p.m. (Tuesday)
City Council Regular Session
 • City Council Oath of Office

January 9, 2023 – 6:00 p.m.
City Council Work Session

January 17, 2023 – 7:00 p.m. (Tuesday)
City Council Regular Session

14. ADJOURNMENT

City of Keizer Mission Statement

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



CITY COUNCIL MEETING: DECEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder

SUBJECT: **PROPOSED EXPANSION OF THE NORTHEAST KEIZER
NEIGHBORHOOD ASSOCIATION BOUNDARIES**

PROPOSED MOTION:

I move the City Council adopt Resolution R2022 Recognizing Amended Boundaries of the Northeast Keizer Neighborhood Association, Acknowledging Name Change and Accepting Revised By-Laws; Amending Resolution No. R2022-3280.

I. SUMMARY:

Tammy Kunz, President of the Northeast Keizer Neighborhood Association has requested consideration of an expansion of the boundaries of their association (shown in the striped area on the attached map), to change its name to “Greater Northeast Keizer Neighborhood Association”, and to change its bylaws in several places.

II. BACKGROUND:

The criteria for the Council to consider regarding the neighborhood association boundary are set forth in Section 5(b) of Ordinance No. 93-257 (Relating to the Recognition of Neighborhood Association). That section is set forth in full below:

(b) Boundary – The Association shall adopt by motion a fixed geographic boundary meeting the following general guidelines:

- (1) The neighborhood should generally encompass at least 300 dwelling units or smaller clearly defined areas.
- (2) The neighborhood should encompass a logical geographic and social area with generally rectangular boundaries and without any gerrymandering.

- (3) The neighborhood should generally focus on a single elementary school attendance area.
- (4) Neighborhood boundaries should generally follow natural or manmade barriers such as creeks and arterial streets. When a boundary must follow a local street, it should follow rear property lines rather than divide the neighborhood between houses facing each other.
- (5) The boundary should encompass adjacent vacant or underdeveloped land.
- (6) The boundary should extend to the City Limits.
- (7) The boundary should leave no isolated areas or pockets not included in another neighborhood association's boundary.
- (8) The Council shall have the final determination of a neighborhood's boundary and is not necessarily bound to the above guidelines. This determination shall be reflected in the resolution of recognition.

It would appear that the proposal meets the guidelines. The addition will fill in an area that is currently unrepresented by a neighborhood association. The City Council has the final determination of the boundary and is not bound to the other guidelines.

For a neighborhood to maintain its recognition with the City, the association must adopt by-laws and file with the City Recorder the adopted by-laws and any updates to reflect amendments. The attached by-laws have been adopted by the association and are hereby submitted for filing with the City Recorder. As noted in the by-laws, Northeast Keizer Neighborhood Association has changed its name to "Greater Northeast Keizer Neighborhood Association" and desires that the City change its records to reflect the new name.

III. CURRENT SITUATION:

- A. The Northeast Keizer Neighborhood Association was first recognized in May 2022 and now wishes to expand their boundaries.
- B. The Northeast Keizer Neighborhood Association has complied with the requirements outlined in Ordinance No. 93-257 to expand their boundaries and amend their by-laws.
- C. The area proposed to be added to the Northeast Keizer Neighborhood Association is currently unrepresented by any other neighborhood associations.

IV. ANALYSIS:

- A. **Strategic Impact** – The addition of this area will provide representation for all households east of River Road from the southern city limits to the northern boundary of Greater Gubser Neighborhood Association.

- B. **Financial** – Financial support for each of neighborhood association is provided in the annual City budget.
- C. **Timing** – Upon adoption of the Resolution, the Association will include residents in the new area at their monthly meetings and other activities.
- D. **Policy/legal** – The City Council shall have the final determination of a neighborhood’s boundary.

ALTERNATIVES:

- A. Open the Public Hearing, receive testimony, close the public hearing, and deliberate on the issue. If there are no further questions or information needed, the Council may adopt the Resolution.
- B. Open the Public Hearing, receive testimony, and if necessary continue the hearing to a future date to gather additional information.
- C. Open the Public Hearing, receive testimony, close the public hearing, and upon deliberation, deny the request for the boundary expansion and change of name.

RECOMMENDATION:

Staff recommends the City Council open the public hearing to receive testimony, close the public hearing, deliberate on the issue and then adopt the attached resolution authorizing the expanded boundary, accepting the revised by-laws, and acknowledging the name change.

ATTACHMENTS:

- Northeast Keizer Neighborhood Association Letter of Request
- Map showing current Northeast Keizer Neighborhood Association area and proposed boundary expansion area
- Resolution 2022-_____

NEKNA
 2001 Kennedy Circle NE
 Keizer Oregon 97303
 971-701-3008 or 503-991-1671
 nekna123@yahoo.com or nekna2022@gmail.com
 northeastkeizerneighborhoodassociation.com
 northeast-keizer-neighborhood-association@yolasite.com

November 8, 2022

To the City Council of Keizer Oregon,

Letter of Request for Support to expand our Associations boundaries the City Council of Keizer Oregon; as a Greater Northeast Keizer Neighborhood Association.

Statement of Purpose is to be seen as a Greater Northeast Keizer Neighborhood Association, with the City of Keizer, and the State of Oregon.

The Boundaries; see attached Map.

Greater Northeast Keizer Neighborhood Association with the City of Keizer and the State of Oregon Strives to be the voice of the communities in which we serve, should have the right to be heard as well. We will be representing around 1300 + to 1500 family to add to the 4000+ we are already serving. This would be about 5,500 families and households in our Section of Northeast Extension of Keizer. Once this is approved we will then be for filling the needs and voices of 50 to 100 businesses as well.

Committed to Caring for Our Community; The Greater Northeast Keizer Neighborhood Association: Strives to establish and uphold policies that preserve the tranquility and beauty of our community while promoting inclusivity and ensuring that all our neighbors feel welcome. We are committed to help keep neighbors, families here to keep and pets safe, to maintain the safety and quality of our shared spaces, and to foster a strong sense of community pride.

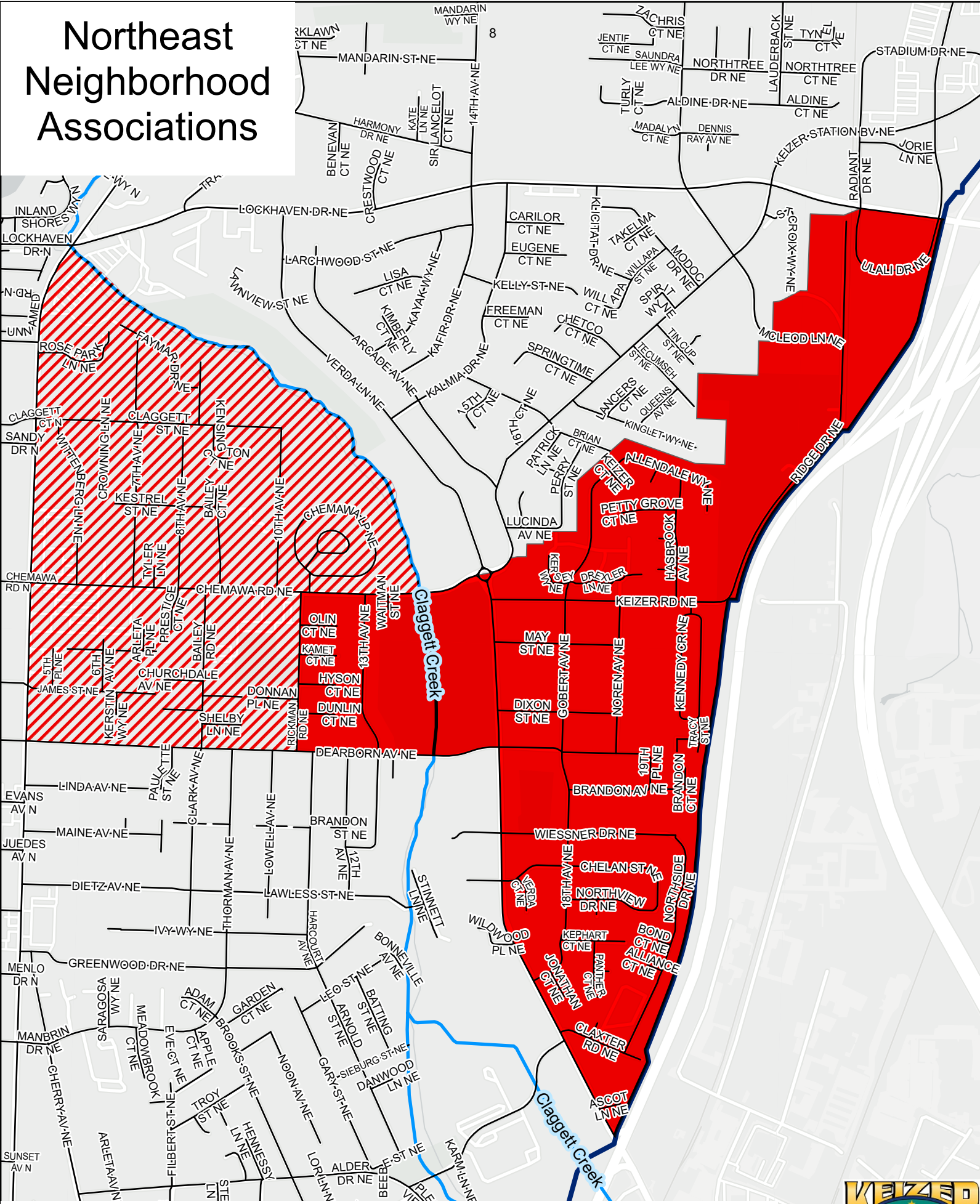
Neighborhood Associations are to support and to facilitate communication between residents and local government to support change, help organize volunteers for community projects, and organize efforts to improve better communities. Neighborhood associations play an integral part in the many aspects of the civic process for the life of the City of Keizer

which in turn is shared with the State Capitol of Salem. The officially recognized associations represent nearly every square foot of Keizer. We are an independent cooperative group, and would like to be supported by the City of Keizer Government and other partners.

Thank you for your time,

Tammy Kunz (President of Northeast Keizer Neighborhood Association)

Northeast Neighborhood Associations



Created: March 2022
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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

RECOGNIZING AMENDED BOUNDARIES OF THE
NORTHEAST KEIZER NEIGHBORHOOD ASSOCIATION,
ACKNOWLEDGING NAME CHANGE AND ACCEPTING
REVISED BY-LAWS; **AMENDING RESOLUTION NO.
R2022-3280**

WHEREAS, the City Council, pursuant to Ordinance No. 93-257 (Relating to the
Recognition of Neighborhood Associations), recognizes neighborhood associations
pursuant to the procedures set forth in such Ordinance;

WHEREAS, Resolution No. R2022-3280 recognized the Northeast Keizer
Neighborhood Association;

WHEREAS, such Resolution recognized the boundaries of the Northeast Keizer
Neighborhood Association;

WHEREAS, the Northeast Keizer Neighborhood Association pursuant to Board
action wishes to amend the boundaries as set forth below;

WHEREAS, the City Council has considered the matter pursuant to the boundary
guidelines set forth in Ordinance No. 93-257;

WHEREAS, the Northeast Keizer Neighborhood Association pursuant to Board
action changed its name to the “Greater Northeast Keizer Neighborhood Association”
and revised its by-laws;

1 WHEREAS, the City Council wishes to acknowledge the name by changing its
2 records to reflect the new name and accepts the revised by-laws for filing with the City
3 Recorder;

4 NOW, THEREFORE,

5 BE IT RESOLVED by the City Council of the City of Keizer that the expanded
6 boundaries of the Northeast Keizer Neighborhood Association as set forth below are
7 hereby recognized and accepted by the City Council;

8 BE IT FURTHER RESOLVED that the boundaries of the Northeast Keizer
9 Neighborhood Association shall be as shown on the attached map.

10 BE IT FURTHER RESOLVED that the City Council shall review this matter as
11 part of the 2023 annual recognition process and reserves the right to revise the boundary
12 if appropriate.

13 BE IT FURTHER RESOLVED that the City Council acknowledges the name
14 change to the “Greater Northeast Keizer Neighborhood Association” and shall amend
15 the City records to reflect the new name.

16 BE IT FURTHER RESOLVED that the City Council accepts the revised by-laws
17 attached hereto and authorizes the City Recorder to file the revised by-laws in the City
18 records.

19
20

1 BE IT FURTHER RESOLVED that Resolution No. R2022-3280 is hereby
2 amended as set forth herein.

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

5 PASSED this _____ day of _____, 2022.

6

7 SIGNED this _____ day of _____, 2022.

8

9

10

Mayor

11

12

13

City Recorder

14

GREATER NORTHEAST KEIZER NEIGHBORHOOD ASSOCIATION By-laws

2022

**Name**

The name of this organization shall be the Greater Northeast Keizer Neighborhood Association, referred to as the Association in this document.

(1) Area

The area represented by the Association is bounded by:

See attached maps

Purpose

- (a) The purpose of the Association shall be to promote, coordinate, implement, and advise our members and residents on all aspects of planning for the City of Keizer or any other planning or advisory bodies within the confines of our communities in Keizer. With full support of the City of Keizer, comes with our recognition.
- (b) The Association shall strive for maximum citizen participation in promotion of the improvement of the livability and the environment of the neighborhood and of the community as a whole.
- (c) The Association shall provide a local forum in which residents may deliberate on issues which are important to them, and will provide a vehicle for communicating residents' views on these issues to the City of Keizer.
- (d) The Association shall provide information to its members on all proposed changes in land use planning that will affect its area through public meetings, newsletter or other means available.
- (e) The Association shall encourage citizen involvement in local governmental issues and the civic responsibilities of individuals in our neighborhood.

(2) Membership

- (a) The Association shall be a non-partisan, non-commercial and non-sectarian body.
- (b) The Association shall not discriminate against or limit membership based on race, religion, ethnicity, age, gender, or any other factor.

GREATER NORTHEAST KEIZER NEIGHBORHOOD ASSOCIATION By-laws

2022

- (c) Any person who resides, operates a business, or owns property within the boundaries shall be a member with the right to participate and vote. Any business or private institution within the boundaries may elect to appoint a representative to participate and vote on their behalf.
- (d) There shall be no dues, but voluntary contributions may be solicited.
- (e) The voting age of member shall be 18 years of age. Members under the age of 18 are encouraged to participate in and contribute to Association meetings and activities.
- (f) Each member shall be entitled to one vote per voting opportunity, and there shall be no voting by proxy. Absentee ballots are allowed.

(3) The Association Board of Directors

- (a) The Association Board of Directors, referred to as the Board in this document, shall consist of directors elected at large. All positions will be for a term of one year. The Board will name three of these directors as Officers of the Board in the positions of President, Vice President, and Secretary.
- (b) The Board will name directors who will serve in the following positions; **Land Use Coordinator, Business Community Liaison, Neighborhood Watch Coordinator, and Police Liaison.**
- (c) The Board of Directors shall be members of the Association and their primary residence shall be within the boundaries of the Association.
- (d) A roster of the names and addresses of all Board members shall be filed with City of Keizer Recorder.
- (e) Board members will be elected by secret ballot by the majority of all members present at the annual general meeting.
- (f) Nominations for positions may be submitted by the general membership from the floor at the annual meeting.
- (g) It shall be prohibited for two members from an immediate family or of the same household to simultaneously serve as directors on the Board.
- (h) Any individual who may receive direct financial profit from work of the Association is prohibited from holding office in the Association.

GREATER NORTHEAST KEIZER NEIGHBORHOOD ASSOCIATION By-laws

2022

- (i) If the President resigns, the Vice President shall become President.
- (j) A vacancy in any other office will be filled for the unexpired term by a majority vote at the next Board meeting. The Board may, by majority vote, declare a Board position vacant if the member is absent from four consecutive meetings, regular or specially called.
- (k) In event of a temporary absence of a Board member due to health or other reasons, the President shall assign the duties to other Board members or any general member designated until the Board member returns.
- (l) The Board will hold at least one general meeting per year.
- (m) The Board will always strive to accurately represent the best interests of its members when expressing neighborhood opinion, recommendations, and concerns before any public body.
- (n) The Board shall participate in the City Keizer Government through input and recommendations on issues brought to it by the City of Keizer or initiated by the neighborhood itself.
- (o) The Board must solicit the participation of all members through newsletter, media coverage, personal contact, flyer distribution, or any other means available to it.

(4) Duties of Association Board Officers

- (a) **The President** shall be responsible for the general supervision and direction of the Board and the Association; shall provide the mailing address to the City of Keizer for all Association business; shall review all mailings received and take appropriate action; shall preside at all meetings of the Board and at all general membership meetings; shall be responsible for the annual report to the City of Keizer Council; and shall be an office member of all committees.
- (b) **The Vice President** shall preform all duties of the President in his or her absence and shall perform other duties as assigned by the President.
- (c) **The Secretary** shall record the minutes of all general membership meetings and the Board meetings and provide the Board members with copies of said minutes, retain a copy for the Association files and file one with the City of Keizer Recorder; shall keep all records for the Association; and shall be

GREATER NORTHEAST KEIZER NEIGHBORHOOD ASSOCIATION By-laws

2022

responsible for notification of the date, time and place of all meetings to the media, general membership, and in the event of a special Board meeting, to the Board members.

(d) Treasurer

Keeps accounts of all expenses, upon authorization of the board collects receipts and Presents a written report each month to the board of directors and/or association

(5) Meetings

- (a) The Board shall pick a date in March each year for the annual meeting and publish at least 30 days prior to the date of this meeting. General meetings may be called for special issues any other time of the year as the need arises. Notification of general meetings shall be at least seven days and no more than fourteen days prior to the meeting and will be posted local newspaper, social media and City of Keizer website.
- (b) The Board will hold a minimum, **2** a year *meetings* to conduct Association business. Notification will be given to the general Association at least seven days prior whenever possible. An order of business at all Board meetings will be to determine the date, time and place of the next meeting and record it in the minutes.
- (c) Special meeting of the Board, for any purpose, may be called by the President, or if absent, by the Vice President. Three days' prior notice of the time and place of any special Board meeting shall be given to each Board member.
- (d) All regular Board meetings shall be open to the public.
- (e) Minutes shall be taken of all Board and general meetings and a copy of the minutes be filed with the City of Keizer Recorder.
- (f) A majority of Board members currently holding office will constitute a quorum making for the transaction of business. Once formed, a quorum shall remain if one or more members abstain from voting.
- (g) No director/officer of the Board shall take part in any vote where there maybe conflict of interest.
- (h) Any decision made by the Board may be nullified by a majority vote of the members present at the general meeting.

2022

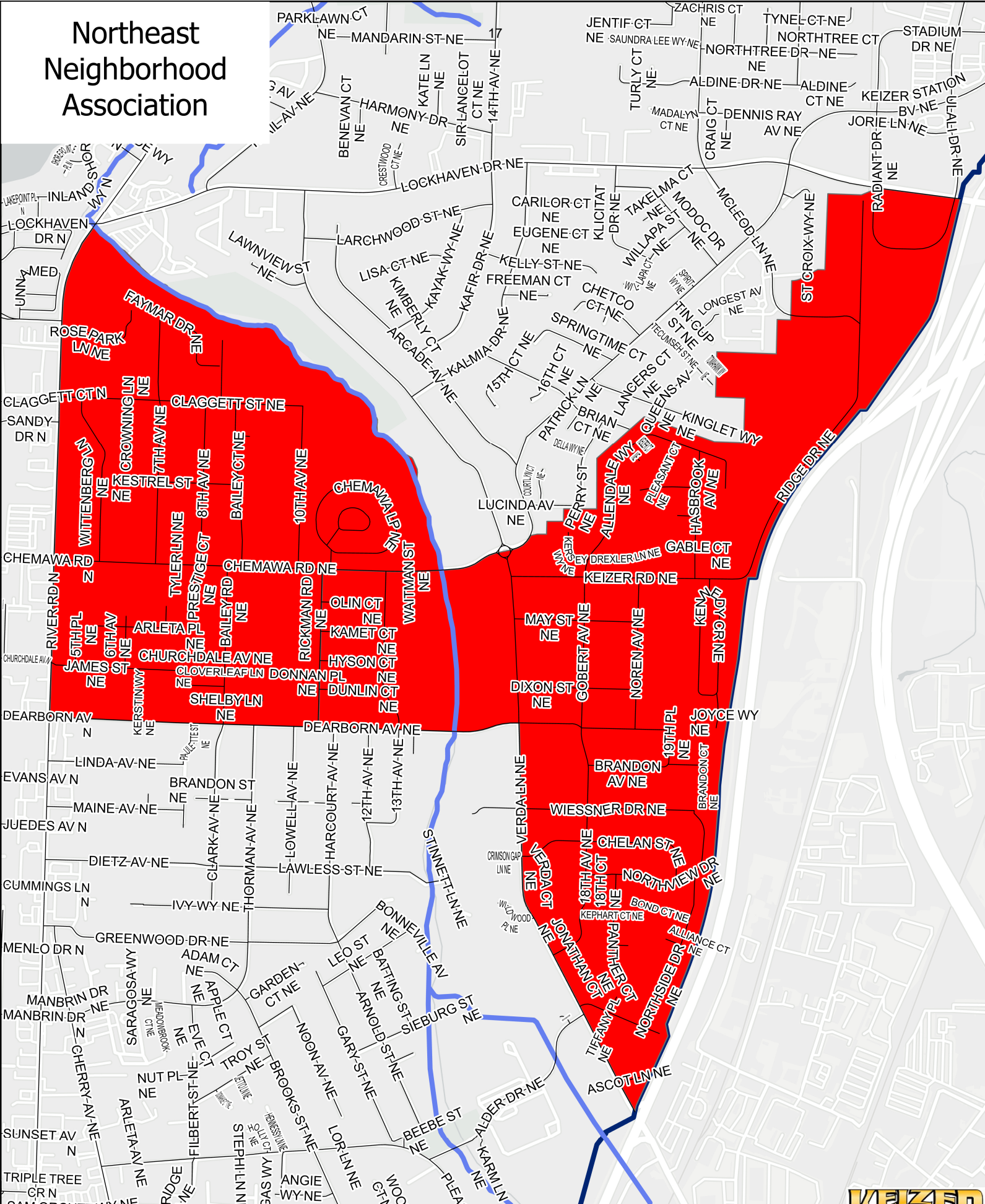
(6) Committees

- (a) Committees may be formed in order to carry out Association work on specific issues or projects.
- (b) The President will appoint a chairperson for the committee and each committee will elect its own secretary.
- (c) A charge will be given to the committee defining the committee goals and area of responsibility. This will be included in the Board minutes.
- (d) The committee will examine issues, make recommendations to the Board, and carry out actions as directed by the Board.
- (e) The committee shall consist of Association members only.
- (f) The secretary of each committee shall submit a written copy of the minutes of the committee meetings to be included with the minutes of the Board meeting.
- (g) The committee chairperson may recruit additional members at any time to serve on the committee as needed.

(7) Amendments

- (a) These bylaws may be repealed or amended or new bylaws may be adopted (subject to City of Keizer ordinance) by two thirds majority vote at any general membership meeting. Public notice of the date, time and place of the meeting and the proposed bylaw change shall be made at least seven days and no more than fourteen days prior to the meeting.
- (b) The bylaws shall be reviewed by the Board or by a special committee once each year prior to the annual general meeting to assure that they adhere to the principals and purpose of the Neighborhood Association as follows:
 - To provide Board representation from all area and districts within the Association.
 - To represent the greatest number of Association members.
- To provide clear and consistent rules guiding the Association activities.

Northeast Neighborhood Association



Created: November 2022

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CITY COUNCIL MEETING: DECEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder

SUBJECT: **KEIZER CHAMBER OF COMMERCE FIRST CITIZENS BANQUET –
COMMUNITY CENTER FEE WAIVER**

PROPOSED MOTION:

I move the City Council approve the requested waiver of the Community Center rental fee but charge for staffing and outside security in the amount of \$1,200 for the 2023 Keizer Chamber of Commerce First Citizens Banquet.

I. SUMMARY:

Corri Falardeau, Executive Director of the Keizer Chamber of Commerce has requested a waiver of the rental fees for the annual First Citizens Banquet scheduled for Saturday, January 21, 2023. The letter requesting the fee waiver is attached. The event is open to the public and tickets are available for purchase at \$60.00 per person. The 2023 event will honor recipients of the Keizer First Citizen award, Merchant of the Year award, President’s Choice award, Service to Education award, and the Dennis Koho Future First Citizen award. Estimated attendance is 400 people.

The rental rates for the Community Ballroom are \$187.50 per hour (includes Keizer resident 25% discount) along with a refundable security deposit of \$1,500. The Chamber has requested access to the ballroom for event preparation on Friday, January 20th from 9:00 a.m. to 5:00 p.m. and on the day of the event from 8:00 a.m. to 11:00 p.m. The rental rate for these time periods, including staffing, stage, and media equipment is \$4,587.50. We anticipate the staffing required to set the ballroom, cover the preparation and event time, and clean/reset the ballroom to be approximately 36 hours or \$900. In addition to the rental fees, outside security personnel will be required during the hours of alcohol service at an additional \$300.

II. BACKGROUND:

- A. On November 2, 2022 Corri Falardeau submitted a letter requesting a rental fee waiver for the 2023 Keizer Chamber of Commerce First Citizens Banquet.

- B. The Keizer City Council waived rental fees for the 2022 Keizer First Citizen Banquet but charged for staffing and outside security.
- C. City Resolution R2018-2932 states the City Council may reduce or waive rates, deposits, or other costs for certain uses if, in the Council’s sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City’s fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.
- D. The Keizer City Council does not have the ability to waive any required insurance, alcohol, or catering requirements as outlined in the facility use agreement.

III. **CURRENT SITUATION:**

- A. The dates requested have been secured as requested by the Keizer Chamber of Commerce.
- B. The Keizer Chamber of Commerce has paid the refundable security deposit of \$1,500.

IV. **ANALYSIS:**

- A. **Strategic Impact** – This event is a significant benefit to the Keizer Community.
- B. **Financial** – The financial impact of this request is a reduction in rental income for the Community Center.
- C. **Timing** – Approval of this request will allow the Keizer Chamber of Commerce to move forward with organization of this event.
- D. **Policy/legal** – The City Council has the sole authority to grant fee waivers for use of the Community Center.

ALTERNATIVES:

- A. Approve a waiver of the Community Center rental fee of \$4,587.50 but charge for staffing and outside security costs (total of \$1,200)
- B. Approve a waiver of the Community Center rental fee of \$4,587.50 and all other costs associated with this event.
- C. Deny the request for a waiver of the Community Center rental fee of \$4,587.50.

RECOMMENDATION:

Staff recommends the City Council approve a waiver of the Community Center rental fee but

Keizer Community Center Fee Waiver – Keizer Chamber of Commerce

December 19, 2022

charge for staffing and outside security in the amount of \$1,200 for the 2023 Keizer Chamber of Commerce First Citizens Banquet.

ATTACHMENTS:

- Resolution 2018-2932 – Adopting Use Policies and Rates for the Keizer Community Center Rooms
- Keizer Chamber of Commerce Letter of Request for Fee Waiver

James Hutches, President
Jane Lowery, President Elect
Jaci Smith, Secretary
Jonathan Thompson, Treasurer
Bob Shackelford, Past President



DIRECTORS:
Claire Juran, Mike Adams,
Leslie Risewick, Markey Toomes,
Jeremy Turner, Dave Walery,
Darrell Fuller, Kalynn Wright

11/21/22

To Mayor Cathy Clark, Council President Smith, City Councilor's, and City Staff,

Each year in partnership with the City of Keizer the Keizer Chamber can hold The First Citizen's Banquet. We are very grateful for the support and partnership from the city for this event and the many other events you allow us to hold her at the Civic center.

The Keizer Chamber and the First Citizen's Committee would like to request the waiver of all fees acquired through the rental and use of the Civic Center for the First Citizen's Banquet. This would be an incredible support for the Keizer Chamber to allow us to make this event an evening to remember.

Thank you so much for your consideration.

Sincerely

Corri Falardeau

Executive Director

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2018- 2932

ADOPTING USE POLICIES AND RATES FOR THE
 KEIZER COMMUNITY CENTER ROOMS;
 REPEALING RESOLUTION R2015-2612

WHEREAS, the City Council adopted policies for community use of city hall facilities in 1986;

WHEREAS, the adopted policies for community use of city hall facilities has been amended several times with the last revision taking place in 2015;

WHEREAS, the City Council adopted the current use rates for the Civic Center Community Rooms pursuant to Resolution R2015-2612;

WHEREAS, the City Council has reviewed the matter and finds that it is appropriate to amend the policies for the Community Center Rooms;

WHEREAS, the City Council desires to amend the Community Center Room policies;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the following policies for use of the Keizer Community Center Rooms and lobby are hereby adopted:

Alcohol Policies: The following regulations apply to the allowance, sale or consumption of alcoholic beverages in the Keizer Community Center Rooms and lobby:

- a. Only individuals twenty-one (21) years of age or older may consume alcohol in accordance with this policy.

- 1 b. No person shall sell, give or otherwise make available any alcoholic
 2 beverage to a person under the age of 21 years.
 3 c. No person shall sell, give or otherwise make available any alcoholic
 4 beverage to any person who is visibly intoxicated.
 5 d. Alcoholic beverages are permitted only in the Community Rooms
 6 and the adjoining lobby areas. Alcoholic beverages are prohibited
 7 outdoors and in other areas of the building.
 8 e. Alcoholic beverages are allowed only in conjunction with a reserved
 9 event and only after written approval has been given by the City.
 10 f. Alcoholic beverages will be served only by a licensed and bonded
 11 server pursuant to all Oregon Liquor Control Commission laws and
 12 regulations.
 13 g. Alcoholic beverages will be served only when acceptable Oregon
 14 Liquor Control Commission documentation has been provided to the
 15 City.
 16 h. Caterer/server shall secure at its own expense General Liability
 17 Insurance with minimum limits of \$1,000,000.00 per occurrence and
 18 Liquor Liability Insurance with minimum limits of \$1,000,000.00
 19 per occurrence. The insurance policy is to be issued by an insurance
 20 company authorized to do business in the State of Oregon. The City
 21 of Keizer shall be included as additional insured in said insurance
 22 policy. The "City of Keizer" includes its officers, agents,
 23 contractors, and employees. Evidence of the insurance and
 24 additional insured endorsement must be provided to City at least
 25 fourteen (14) days prior to the date of the event. As part of the event
 26 reservation process, the applicant and caterer/server shall agree to
 27 defend and indemnify the City, its employees, agents and contractors
 28 from any and all claims in connection with alcohol use on the
 29 premises.
 30 i. The City Manager may place reasonable conditions on the event to
 31 protect persons and property.
 32

33 **Insurance Policies:** The following regulations apply to clients' rental of
 34 the Keizer Community Center Rooms and lobby:

- 35 a. The client shall, at its sole cost and expense, procure and maintain
 36 through the term of the rental a Comprehensive General Liability insurance
 37 policy providing coverage against claims for bodily injury or death and
 38 property damage occurring in or upon or resulting from the facilities used
 39 hereunder in the amount of \$1,000,000. The Comprehensive General
 40 Liability Insurance required shall be issued by an insurance company
 41 authorized to do business in the State of Oregon. The City of Keizer shall
 42 be included as additional insured in said insurance policy. The "City of

1 Keizer" includes its officers, agents, contractors, and employees. Client
 2 must provide the City with the proof of the insurance and additional insured
 3 endorsement evidencing such insurance at least fourteen (14) days prior to
 4 the date of the contracted event. Failure to provide the proof of insurance
 5 and endorsement will result in cancellation of the event.

6 b. No insurance is required for non-alcoholic events when client is
 7 using one or two small rooms.

8
 9 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the

10 following use rates are hereby established:

11 1. Base Use Rates. The following base use rates shall be charged for the
 12 Keizer Community Center Rooms:

- 13
 14 a. Small room (1,000 square feet) - \$25.00 per hour with a three hour
 15 minimum.
 16 b. Medium room (3,000 square feet) - \$100.00 per hour with a four
 17 hour minimum.
 18 c. Large ballroom (9,000 square feet) - \$250.00 per hour with an eight
 19 hour minimum.
 20 d. Keizer-based 501(c) organizations may host fundraiser activities
 21 using two Medium rooms or the Large ballroom for a base use fee
 22 of \$500.00. This fee shall include the use of the facility and
 23 amenities. The user will be responsible to pay all fees associated
 24 with required staffing. The use under this provision is limited to one
 25 (1) event per calendar year per Keizer-based 501(c) organization and
 26 is limited to a maximum of twelve (12) hours usage.
 27 e. Keizer residents and Keizer-based 501(c) non-profit organizations
 28 are entitled to a twenty-five percent (25%) discount on the base use
 29 rates outlined in 1(b) and 1(c) herein. (Small rooms are not
 30 discounted. Keizer residents' use is limited to personal, non-
 31 business use only, including, but not limited to birthday parties,
 32 anniversary parties, and baby showers.)
 33 f. Government and quasi-government entities, e.g., City of Salem,
 34 Marion County, State of Oregon, Salem-Keizer School District,
 35 Keizer Fire District, Salem-Keizer Transit District, Keizer Chamber
 36 of Commerce, League of Oregon Cities, Mid-Willamette Valley
 37 Council of Governments, are entitled to a twenty percent (20%)
 38 discount on the base use rates outlined in 1(b) and 1(c) herein.
 39 (Small rooms are not discounted.)
 40

- 1 g. City-hosted activities directly benefiting City operations are entitled
 2 to a fifty percent (50%) discount on the base use rates outlined in
 3 1(b) subject to the following:
 4 i. Registration fees charged to participants shall total no more
 5 than the actual out-of-pocket costs of the event.
 6 ii. This discount is only available for one or two medium rooms.
 7 The large ballroom and small room rates are not discounted.
 8 iii. For Friday, Saturday or Sunday dates, the event may not be
 9 reserved more than six (6) months prior to the event.
 10 iv. No alcohol is allowed for City hosted events. Insurance is not
 11 required.
 12 h. The above discounts are not transferrable.
 13
 14 2. Exempt Uses. The following uses are exempt from payment of use rates
 15 and insurance requirements, except caterer insurance if applicable. No
 16 alcohol is allowed for these events:
 17
 18 a. City Meetings. City Council/Urban Renewal Agency meetings,
 19 City/Urban Renewal Agency committee, task force, or staff
 20 meetings, trainings, recruitments or exercises.
 21 b. Neighborhood Associations. Recognized neighborhood
 22 associations may hold their regular meetings, up to twelve (12)
 23 meetings per year in one or two small rooms.
 24 c. Keizer-based Youth Sports. Keizer-based youth sports
 25 organizations may hold up to three (3) events per year using one
 26 medium room or one or two small rooms.
 27 d. Town Hall/Community Forums. City, Urban Renewal Agency,
 28 Salem Area Mass Transit District, Marion County, and other
 29 governmental agencies may hold town hall/community forums for
 30 the purpose of gathering public input.
 31 e. Keizer Library. The Keizer library may hold up to two (2) book sale
 32 events per year.
 33 f. City Employee/City Volunteer Training. Training and meetings for
 34 City employees or City volunteers are exempt. The trainings or
 35 meetings are limited to one or two small rooms during regular City
 36 Hall business hours. Other governmental employees or volunteers
 37 may also attend. No fee may be charged to participants other than
 38 the actual meal cost, if a meal is served.
 39 g. City-Hosted Educational Outreach Events. No registration fee may
 40 be charged to the participants.
 41 h. Outside Committees/Groups. With City Manager approval,
 42 organizations connected with the City or benefitting City residents

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such as Keizer United, Claggett Creek Watershed Council, and Community Emergency Response Team may hold one meeting per month in one or two small rooms. No registration fee may be charged to the participants.

3. Other Agreements Exempt. Organizations with specific agreements for Community Room use are not subject to the above rates. The City Manager is authorized to negotiate and reduce the use rates for organizations who request repeating scheduled use for a term not exceeding two (2) years.

4. Council Approved Uses. The City Council may reduce or waive rates, deposits or other costs for certain uses if, in the Council’s sole discretion, the use is a significant benefit to the Keizer community considering such factors as the City’s fixed and non-fixed costs, staff resources, wear and tear on the facility, and other factors deemed appropriate by Council.

5. Additional Facility Charges. The City Manager is authorized to adopt and impose surcharges for rental rates for additional facilities, including, but not limited to stages, audio/visual equipment, computer equipment, kitchen usage and additional labor expenses. The City Manager is authorized to impose deposits, fees or additional charges as City Manager may deem appropriate in his/her discretion.

6. Use Rates Subject to Facility Agreement. The use rates set forth herein are subject to the provisions of the Facility Use Agreement as authorized by the City Manager. The City Manager is authorized to amend the use rates if in the City Manager’s discretion such amended rates provide increased transient occupancy taxes, other identifiable economic benefits to the citizens of the City as a whole, or other identifiable fiscal benefits to the City of Keizer administratively.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that

Resolution R2015-2612 (Adopting Use Policies and Rates for the Keizer Community Center Rooms) is hereby repealed in its entirety except for already booked events.

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

3 PASSED this 3rd day of December, 2018.

4
5 SIGNED this 3rd day of December, 2018.

6
7 Cathy Clark
8 Mayor

9
10 [Signature]
11 City Recorder



CITY COUNCIL MEETING: DECEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

THRU: E. Shannon Johnson, City Attorney

FROM: Shane Witham, Planning Director

SUBJECT: **TEXT AMENDMENT CASE 2022-13 - ADOPTION OF ORDINANCE FOR AMENDING KEIZER DEVELOPMENT CODE PERTAINING TO STORMWATER MANAGEMENT REQUIREMENTS**

PROPOSED MOTION:

I move the City Council adopt Ordinance No. 2022-_____ Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions); Amending Ordinance 98-389.

I. SUMMARY:

This matter is before the City Council for adoption of an ordinance to amend the Keizer Development Code (KDC) to implement changes regulating Stormwater Management.

II. BACKGROUND:

- A. Planning Commission held a public hearing on November 9th, 2022 to consider the proposed changes and unanimously recommended approval to City Council for adoption.
- B. City Council held a public hearing on December 5, 2022 to consider the proposed changes and unanimously directed staff to prepare an ordinance and findings for the adoption of the proposed changes regulating stormwater management.
- C. During the preparation of the ordinance, the legal department identified 3 additional sections of the KDC that required minor modifications to align the proposed changes. The KDC sections being modified are as follows:
 - a. KDC 1.200 (Definitions)

- b. KDC 2.306 (Stormwater Management)
- c. KDC 2.119 (General Employment (EG))
- d. KDC 2.405 (Manufactured Home Parks)
- e. KDC 3.107 (Partitions)

III. **CURRENT SITUATION:**

- A. The standards in the KDC currently do not comply with the requirements of the City's National Pollution Discharge Elimination System (NPDES) permit and Department of Environmental Quality (DEQ) requirements.
- B. Adoption of this ordinance will result in the KDC being compliant with the provisions of the NPDES permit and DEQ requirements.

IV. **ANALYSIS:**

- A. **Strategic Impact** – No strategic impact
- B. **Financial** – No financial impact.
- C. **Timing** – Adoption of the ordinance will result in the City being compliant with its NPDES permit and DEQ requirements.
- D. **Policy/legal** – The process for amending the KDC has been followed, and the adoption of the ordinance is the final step in completing this process.

ALTERNATIVES:

- A. Adopt the Ordinance.
- B. Take No Action. Failure to amend the KDC would result in the city being out of compliance with the requirements of its NPDES permit and DEQ regulations.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Ordinance.

ATTACHMENTS:

- Ordinance No. 2022-_____ Amending Keizer Development Code Regarding Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions); Amending Ordinance 98-389

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A BILL
FOR

ORDINANCE NO.
2022-_____

AN ORDINANCE

AMENDING KEIZER DEVELOPMENT CODE REGARDING SECTION 1.200 (DEFINITIONS), SECTION 2.119 (GENERAL EMPLOYMENT (EG)), SECTION 2.306 (STORM DRAINAGE), SECTION 2.405 (MANUFACTURED HOME PARKS), 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 December 5, 2022 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 2.119 (General
6 Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured
7 Home Parks), and Section 3.107 (Partitions) as set forth in Exhibit "B" attached hereto,
8 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 _____, 2022.

4 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

EXHIBIT “A”

Findings regarding the adoption of amendments to Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), 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 2022-13. Public hearings were held before the Planning Commission on November 9, 2022 and before the City Council on December 5, 2022. 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 development code reflect a demonstrated need. The Planning Commission previously identified the need to amend KDC Section 2.306 due to the City’s permit requirements for discharging stormwater to our rivers and streams. 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 and before the City Council. 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 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. The city has storm water regulations to protect water quality of the local water ways, and the proposed changes are necessary to keep those regulations consistent with the requirements of the City’s National Pollutant Discharge Elimination Permit(NPDES). The proposed amendments will not preclude any of the city’s natural resources protection regulations, but rather will strengthen them. Nor will the changes preclude 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. The proposed amendments specifically relate to stormwater management and will ensure that stormwater runoff is managed appropriately to protect local streams and rivers. 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 city has an adopted Housing Needs Analysis

which has been updated but not yet formally adopted. The proposed revisions do not affect the land supply in any way, but rather regulate stormwater management practices for development projects. The changes proposed will have no impact on housing. 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. The proposed amendments are for the regulations of stormwater management, and therefore will

encourage protection of the Willamette River by managing stormwater runoff appropriately. 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 amendments will revise Section 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.306 (Storm Drainage), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions) of the KDC. The proposed amendments are necessary to comply with the City's National Pollutant Discharge Elimination System Permit (NPDES) from the Department of Environmental Quality (DEQ). KDC Section 2.306 (Stormwater Management) is a new section, replacing the existing language of KDC Section 2.306 (Storm Drainage). In addition, KDC 1.200 (Definitions), Section 2.119 (General Employment (EG)), Section 2.405 (Manufactured Home Parks), and Section 3.107 (Partitions) are necessary to align the changes in Section 2.306.

The City was issued its second National Pollutant Discharge Elimination Permit System (NPDES) MS4 Phase II General permit from the Department of Environmental Quality (DEQ) with an effective date of March 1, 2019. This permit requires updates to the Public Works Design Standards and the Keizer Development Code Storm Drainage section, with language and standards that are consistent with the provisions of the permit prior to February 28th, 2023. The proposed text changes are consistent with the NPDES permit and DEQ requirements and will keep the City compliant with state rules and regulations.

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.

...

Development or Redevelopment: 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)...

2.119 GENERAL EMPLOYMENT (EG)

2.119.01 Purpose

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

2.119.02 Commercial and Industrial Use Limitations

- A. To implement the KSP, the EG zone requires that a minimum of 25% of all the EG zone land area be devoted to listed Industrial Uses and allows a maximum of 75% of the EG zone land area to be developed with Commercial Uses. The specific Industrial and Commercial Uses are defined in this chapter. The EG zone is unique because the location of the particular areas devoted to Industrial and Commercial Uses shall be determined as part of the required Master Plan review described in Chapter 2.125 of this Zoning Ordinance. (10/18)
- B. The land use limitations of the EG zone include: (2/03)
1. Permitted and Special Permitted Industrial Uses, in Sections 2.119.03 and 2.119.04 respectively, represent the allowable uses for the portion of the EG zone so designated as part of the Master Plan approval required by Chapter 2.125. A minimum of 25% of the land area of the EG zone shall be devoted to these uses. (10/18)
 2. Permitted and Special Permitted Commercial Uses, in Sections 2.119.05 and 2.119.06 respectively, represent the allowable uses for the portion of the EG zone so designated as part of a Master Plan approval required by Chapter 2.125. A maximum of 75% of the land area of the EG zone may be devoted to these uses. (10/18)
 3. Use restrictions, which apply to the entire EG zone, are identified in Section 2.119.07. (2/03)

2.119.03 Permitted Industrial Uses

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

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

B. **Manufacturing;**

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

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

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

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

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

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

L. Services;

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

M. Transit facilities (Section 2.305) (05/09)

N. Flexible Space Uses. (2/03)

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

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

2.119.04 Special Permitted Industrial Uses

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

- E. Marijuana Processor (Section 2.433). (1/16)
- F. Marijuana Producer (Section 2.433). (1/16)
- G. Marijuana Wholesaler (Section 2.433). (1/16)
- H. Mobile Food Vendor (Section 2.434) (7/17).

2.119.05 Conditional Uses (Industrial Uses)

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

- A. Transit Stations (Section 2.429). (5/09)

2.119.06 Permitted Commercial Uses

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

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

4. **Communications (48).** (2/03)
 5. **Transit Facilities (Section 2.305).** (05/09)
- I. **Retail Trade.** (2/03)
1. **Building materials, hardware, retail nurseries, and garden supply (52), BUT EXCLUDING mobile home dealers (527).** (2/03)
 2. **General merchandise stores (53).** (2/03)
 3. **Food stores (54).** (2/03)
 4. **Apparel and accessory stores (56).** (2/03)
 5. **Home furniture, furnishings, and equipment stores (57).** (2/03)
 6. **Eating and drinking places (58).** (2/03)
 7. **Miscellaneous retail (59), BUT EXCLUDING fuel and ice dealers (598).** (2/03)
 8. **Electrical and lighting shops and office machines and equipment stores.** (2/03)
- J. **Business, Professional and Social Services.** (2/03)
1. **Finance, insurance and real estate (60, 61, 62, 63, 64, 65, 67).** (2/03)
 2. **Hotels, motels and tourist courts (701).** (2/03)
 3. **Organization hotels and lodging houses on membership basis (704).** (2/03)
 4. **Personal services (72) BUT EXCLUDING industrial launderers (7218).** (2/03)
 5. **Business services (73) BUT EXCLUDING disinfecting and exterminating services (7342).** (2/03)
 6. **Parking lots in accordance with Section 2.303.04 of this Ordinance. (7521)** (2/03)
 7. **Miscellaneous repair services (76).** (2/03)
 8. **Motion pictures (78), BUT EXCLUDING drive-ins (7838).** (2/03)

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

2.119.07 Special Permitted Commercial Uses

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

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

7. **Commuter Rail Station** (2/03)
8. **Mobile Food Vendor** (Section 2.434) (7/17).

2.119.08 Conditional Uses (Commercial Uses)

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

- A. Transit Station (Section 2.429). (5/09)

2.119.09 Use Restrictions

- A. The following uses are **prohibited** to be established in the EG zone: (2/03)
 1. Farm Use. (2/03)
 2. The rendering, processing, or cleaning of animals, fish, seafood's, fowl, poultry, fruits, vegetables, or dairy products for wholesale use.
 3. Vehicle sales and secondary repair.
 4. General Storage, including boat and RV storage.
 5. Recreational vehicle parks (7033).
 6. Automotive Dealers (55).
 7. Automotive rental and leasing, without drivers (751).
 8. Automotive repair shops (753).
 9. Automotive services, except repair (754).
- B. A limitation of the total floor area of specified uses applies to all of Area A – Village Center of the Keizer Station Plan. A maximum total floor area shall apply to the uses identified in Sections 2.119.03 (K) and 2.119.06 (I). This maximum floor area is set forth in the Keizer Station Plan, however this maximum floor area may change as part of an approved Master Plan. (10/18)

2.119.10 Development Standards

- A. **Purpose.** The Keizer Station Plan requires the development of Master Plans for each of the four areas. This process provides the City Council with an opportunity to review development proposals in conformance with the Keizer Development Code and the adopted Keizer Station Plan. Master Plans and Master Plan Amendments for each Area are required to meet the criteria identified in Section 3.113 of the Code. (10/18)

- B. **Master Plan Required.** A Master Plan must be approved by the City Council prior to subdivision platting or development. The Master Plan shall be reviewed through a Type III review process in accordance with this Section. It is recognized that the applicant of the Master Plan for the area may not own or control all the land within the Master Plan boundary. The Master plan shall still cover the entire EG zone. For those portions not owned or controlled by the applicant, the Master Plan shall focus on a cohesive interconnected system of planned public facilities and shall set general guidelines to be used throughout the Master Plan area. Subdivision approval shall be based upon the zone and Section 3.108 as applicable. (10/18)
1. The Master Plan or Master Plan Amendment will be developed and considered in accordance with the requirements of the Activity Center Overlay provisions (Section 2.125 of the Keizer Development Code). Once a Master Plan or Master Plan Amendment is adopted, the proposed development of each use shall be reviewed as required in Section 2.315 of the Keizer Development Code during the building permit process. In the case of conflicts between the Keizer Station Plan and the Keizer Development Code, the Keizer Station Plan standards will apply. (10/18)
 2. The Master Plan shall include a detailed transportation system design plan for the EG zone. The location of transit facilities shall conform to Section 2.305 of the Code. (10/18)

2.119.11 Dimensional Standards

- A. **Purpose.** The lot size standards promote new lots and parcels with sizes and shapes that are practical to assemble and develop. The standards are intended to prevent the creation of small lots or parcels, which are difficult to develop or to aggregate with other lots or parcels. The standards also discourage narrow lots or parcels, which increase demand for curb cuts. The EG zone is specifically designed for the property Contained in Area A – Village Center in the Keizer Station Plan. Uses in the gross acreage described shall be developed as a maximum seventy-five percent (75%) commercial uses listed in Sections 2.119.05 and .06 and a minimum twenty-five percent (25%) industrial uses listed in Sections 2.119.03 and 04. Uses shall be established in conformity with this Section and all other applicable regulations within the Keizer Development Code. Therefore, the division of such ground shall be approved to the standards in subsection 2.119.09.B. below. (7/06)
- B. **Minimum Lot Dimension Requirements.**
1. Unless exempted under Section (4) below, within the acreage identified for commercial uses, at least eighty percent (80%) of the area of lots or qualified abutting lots must meet Standard A stated in the table within this subsection and the remainder lots or parcels must meet Standard B. (7/06)

2. Unless exempted under Section (4) below, within the acreage identified for industrial uses, at least eighty percent (80%) of the area of lots or qualified abutting lots must meet Standard C stated in the table within this subsection and the remainder of the lots or parcels must meet Standard D. (7/06)
3. Qualified abutting lots:
 - a. Qualified abutting lots are defined as lots or parcels having the same classification as either all industrial or all commercially designated lands, that abut one another on at least one side and where there is no plan or proposal for curb cuts that would otherwise not be allowed if each individual lot was required to meet the dimensional standards of this Section. Qualified abutting lots may be considered in the aggregate as if they were a single whole lot for purposes of determining such qualified abutting lots' compliance with the dimensional standards of this Section. Qualified abutting lots may be considered in the aggregate as if they were a single whole lot for purposes of classification of such qualified abutting lots under Section A, B, C, or D below. (7/06)
 - b. In the absence of the approval of a variance, for purposes of determining compliance with the dimensional standards below, any groups of qualified abutting lots shall consist of no more than four (4) individual lots or parcels. (7/06)
4. Exempt Lots, Parcels or Tracts. Lots, parcels or tracts created only for the purposes of providing a right-of-way or dedicated utilities, public drainage facilities or open space are exempt from the lot size and shape standards of this section. Lots, parcels, or tracts that are less than one acre in size, the perimeter of which is 80% or more surrounded by existing public rights of way or land that has previously been dedicated to the public for public access purposes are exempt from the classification standards and dimensional standards in the chart in the section that immediately follows. (7/06)

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

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

2.119.12 Development Standards

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

Development Type	Building Standards		Building Setbacks				Minimum Landscaping
	Maximum Height	Maximum Lot or parcel Coverage	Street-side Min	Street-side Max	Side/Rear Not Adjacent to Residential zone	Adjacent to Residential zone	Percentage of Lot or parcel Area
Commercial (2.119.05 & .06)	100 ft. (1)	85% (2)	10 ft.	20 ft. (3)	None	40 ft.	15% (5)(6)
Industrial (2.119.03 & .04)	100 ft. / 15ft. within 50 of any residential zone (1)	80% (2)	10 ft.	None	None	40 ft.	20% (5)(6)

- (1) *Height Exceptions. Exceptions to the maximum height standard are stated below.*
- a. *Projections allowed. Chimneys, flag poles, satellite receiving dishes, and other items similar with a width, depth, or diameter of 5 feet or less may rise 10 feet above the height limit, or 5 feet above the highest point of the roof, whichever is greater. If they are greater than 5 feet in width, depth, or diameter, they are subject to the height limit.*
 - b. *Rooftop mechanical equipment. All rooftop mechanical equipment must be set back at least 15 feet from all roof edges that are parallel to street lot lines. Elevator mechanical equipment may extend up to 16 feet above the height limit. Other rooftop mechanical equipment, which cumulatively covers no more than 10 percent of the roof area may extend 10 feet above the height limit.*
 - c. *Radio and television antennas, utility power poles, and public safety facilities are exempt from the height limit.*
- (2) *Maximum lot coverage allowed for buildings, accessory structures and paved parking.*
- (3) *Alternative maximum setback option for large commercial uses.*
- a. *Purpose. The intent of these regulations is to allow significantly deeper street setbacks for very large retail stores locating along transit street or street in a pedestrian district in exchange for a pedestrian and transit-friendly main street type of development. These large commercial sites can still be transit-supportive and pedestrian-friendly by placing smaller commercial buildings close to the street and by creating an internal circulation system that is similar to streets to separate the parking area into blocks. The intent is to encourage development that will, over time, form a pedestrian-friendly main street along the perimeter of the parking blocks. (2/03)*
 - b. *Regulation. Commercial buildings that exceed 100,000 square feet of floor area are exempt from the maximum setback requirements identified in Section 2.119.10.A. provided the pedestrian system connects buildings on the site to all adjacent properties. (2/03)*
- (4) *Landscaping. All required yards, except driveways, are required to be landscaped; that portion within the required yard, which is landscaped, may be included in the calculation to meet minimum landscape area requirements. Landscaping shall meet all applicable standards identified in Section 2.309 of the Keizer Development Code. In addition to landscaping provisions identified in Section 2.309, landscaping for properties within the EG zone shall be defined as follows: (7/06)*

“Landscaped Area” must be native or non-native trees, vegetation, ponds, rocks, ground cover, bark chips, cinders, terraces, vegetable or flower gardens, trellises, pathways, or structural features including but not limited to fountains, reflecting pools, outdoor art work, screen walls, fences and benches, which reasonably requires and continues to reasonably require human management to distinguish the area from a natural area. (7/06)

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

- (5) Streetscaping. *Streetscaping is defined as pedestrian oriented improvements to property. Streetscaping may include, but is not limited to, walkways with varied materials (other than plain concrete or asphalt), art features, water features, planters, benches, hanging plant baskets, and plazas. (7/06)*
- a. *In accordance with Section 3.113 Keizer Station Master Plan, at the time of master plan approval by the Council, the Council may determine if streetscaped areas may be included in the minimum landscape area for a proposed development. (10/18)*
- (6) Parking
- a. *Averaging. KSP areas are master planned and as such are designed to be both planned and developed as a whole. Shared parking is encouraged in master planned areas. Therefore, parking within the KSP areas subject to a master plan, shall be deemed to meet the maximum and the minimum parking requirements set forth in the City’s code so long as a parking plan is approved that contains a total number of parking spaces which is neither above the aggregate maximums nor below the aggregate minimums which result when parking requirements for the individual uses within the parking plan are calculated separately and the resulting maximums and minimums are totaled. (7/06)*
- b. *Modify or waive off-street parking standards. The applicant may request a modification to or waiver of parking standards based on a parking impact study. The study allows the applicant to propose a reduced parking standard based on estimated peak use, reductions due to easy pedestrian accessibility; availability of transit service, and likelihood of carpool use; and adjacent on-street parking. The parking study is subject to review and approval or modification by the City. (7/06)*

B. Design Standards. All development in the EG zone shall comply with applicable standards in Section 2.315 of the Keizer Development Code, in addition to the standards below: (7/06)

1. Exterior Display, Storage, and Work Activities.
 - a. Exterior display and storage is allowed. Exterior display and storage shall not be located within required setbacks nor required landscaped areas. Exterior display and exterior storage areas shall not be located within 100 feet of any property line within 60 feet of a residential zone. (2/03)
 - b. Exterior work activities are allowed in the areas identified for industrial development. Exterior work activities shall not be located within required setbacks nor required landscaped areas. Such exterior work activities shall not be located within 100 feet of any property line within 60 feet of a residential zone. (2/03)

2. All development must comply with the applicable standards identified in the Keizer Development Code including, but not limited to, the following: (2/03)

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

**** This version to be replaced: see new section ****

~~2.306 — STORM DRAINAGE~~

~~2.306.01 — Purpose~~

~~To provide for the drainage of surface water from all residential, commercial and industrial development; to minimize erosion; to reduce degradation of water quality due to sediments and pollutants in storm water runoff, and to reduce downstream flooding.~~
(5/98)

~~2.306.02 — Scope~~

~~The provisions of this Section shall apply to all new residential land partitions and subdivisions, planned unit developments, multi-family developments (5 or more units), commercial developments, and industrial development; and to the reconstruction or expansion of such developments.~~ (6/22)

~~2.306.03 — Preliminary Plan Required~~

~~Preliminary site drainage and grading plans for subject area and adjoining area within 100' of the perimeter of the subject property are required to be submitted for all developments listed in Section 2.306.02 above. Preliminary site drainage and grading plans shall consist of the following information.~~ (2/00)

- ~~A. — Flow lines of surface water onto and off the site.~~ (2/00)
- ~~B. — Estimates of existing runoff patterns from subject property onto adjacent properties, and estimates of existing runoff from adjacent properties onto subject property.~~ (2/00)
- ~~C. — Existing contours at 1-foot intervals.~~ (2/00)
- ~~D. — Existing and proposed drainage channels, including drainage swales, ditches, berms and proposed storm drains. Connections to existing system should be identified.~~ (2/00)
- ~~E. — Location of storm drain detention facilities.~~ (2/00)
- ~~F. — The City Engineer shall have the flexibility to make changes to the preliminary plan at the time of final detailed plan approval.~~ (2/00)

~~2.306.04 — Plan for Storm Drainage and Erosion Control~~

~~No construction of any facilities in a development included in Subsection 2.306.02 shall be permitted until a storm drainage and erosion control plan for the project is prepared by a professional engineer, and, approved by the City. These provisions shall also apply to any cut or fill on a property, which may impact the velocity, volume, or quality of surface water on adjacent property, or may impact any permanent natural body of water. This detailed plan shall contain the following information:~~ (2/00)

- ~~A. Elevations. Proposed finished lot corner and finished street elevations.-(2/00)~~
- ~~B. Proposed contours of finished grade in 1-foot intervals or less if required by the City Engineer.-(2/00)~~
- ~~C. Run-off. The methods to be used to minimize the amount of runoff other than into an approved point of discharge, siltation, and pollution created from the development both during and after construction.-(2/00)~~
- ~~D. Facilities. Plans for the construction of storm sewers, open drainage channels and other facilities which depict line sizes, profiles, construction specifications and other such information as is necessary for the City to review the adequacy of the storm drainage plans.-(2/00)~~
- ~~E. Engineering Calculations. Calculations used by the engineer in sizing storm drainage facilities.-(2/00)~~

2.306.05 General Standards

- ~~A. Requirements. All development shall be planned, designed, constructed and maintained to:-(2/00)~~
 - ~~1. Protect and preserve existing natural drainage channels to the maximum practicable extent;-(5/98)~~
 - ~~2. Protect development from flood hazards;-(5/98)~~
 - ~~3. Provide a system by which water within the development will be controlled without causing damage or harm to the natural environment, or to property or persons within the drainage basin;-(5/98)~~
 - ~~4. Assure that waters drained from the development are substantially free of pollutants, through such construction and drainage techniques as sedimentation ponds, reseeding, phasing of grading;-(5/98)~~
 - ~~5. Assure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development;-(5/98)~~
 - ~~6. Provide dry wells, french drains, or similar methods, as necessary to supplement storm drainage systems;-(5/98)~~
 - ~~7. Avoid placement of surface detention or retention facilities in road rights-of-way.-(5/98)~~
- ~~B. Culverts. Where culverts cannot provide sufficient capacity with out significant environmental degradation, the City may require the watercourse to be bridged or spanned.-(5/98)~~

**** This version to be replaced: see new section ****

- ~~C. Easements. In the event any part of a development is traversed by any watercourse, channel, stream or creek, gulch or other natural drainage channel, adequate easements for storm drainage purposes shall be provided to the City. This shall not imply maintenance by the City. (5/98)~~
- ~~D. Channel Obstructions. Channel obstructions are not allowed except as approved for the creation of detention or retention facilities approved under the provisions of this Ordinance. Fences with swing gates may be utilized. (5/98)~~
- ~~E. Prior to release of the improvement agreement, the developer shall certify that the site is built according to the submitted site drainage and grading plan. The developer shall provide certified elevations to the City. (2/00)~~
- ~~F. For partitions and other developments not requiring an improvement agreement, any site grading and drainage requirements shall be completed and approved prior to issuance of any building permits. (2/00)~~
- ~~G. Inspection Required. Prior to acceptance of a storm sewer system by the City, the storm sewers shall be inspected by the City. All costs shall be borne by the developer. (2/00)~~
- ~~H. Building Permit Approval/Conformance with Approved Drainage and Grading Plan. (2/00)~~
- ~~1. For all development with an existing approved drainage and grading plan each building permit application submitted to the City for approval shall contain existing and proposed elevations for all property corners, and the existing curb or edge of pavement elevations adjacent to the subject property. The existing curb and edge of pavement information will be made available at the City. In addition, the building permit shall also indicate proposed top of stem wall elevation, and flow of drainage for entire lot. If alternative drainage methods are needed, they must be noted and have prior approval by the City. The City shall verify each building permit application for conformance with the approved site drainage and grading plan. (2/00)~~
 - ~~2. Prior to granting footing inspection approval, the City shall confirm that the top of stem wall elevations conforms to the approved building permit. (2/00)~~
 - ~~3. Prior to granting final inspection approval, the City of Keizer shall confirm that the lot is built in accordance with the approved building permit. (2/00)~~

2.306.06 Drainage Requirements

~~All storm water runoff shall be conveyed to a public storm sewer or natural drainage channel. Receiving waters, including underground storm drainage systems, shall have adequate capacity to carry necessary flow without overflowing or causing~~

~~damage to public property or welfare. The cost for the approved system shall be wholly borne by the developer, including any off-site system that is required.~~

2.306.07 Design Criteria

~~Design calculations performed and stamped by a Civil Engineer registered in the State of Oregon shall be included with all plan submittals. Peak design flows may be calculated using the Rational Formula, $Q = CiA$ for basins under 10 acres. The King County Method, TR-20, or other approved methods may be used for basins larger than 10 acres.~~

B. Design Rainfall Event

~~The following guidelines shall apply for selecting a design rainfall event. Design rainfall events shall be the 5, 10, 25, 50, and 100-year events. Analyses shall be provided showing no increase in runoff for all storm events up to, and including, the design frequency event.~~

Development Type	Frequency
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Residential and commercial development	10 year
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Critical facilities, sag inlets, and minor drainage ways	25 year
---	--------------------

Critical drainage basins (As determined by the City Engineer)	100 year
--	---------------------

Major drainage ways or waterways having a delineated floodplain boundary as shown on the FIRM.	100 Year
---	---------------------

Drainage ways or waterways not having a delineated Floodplain boundary on the FIRM. (These shall be delineated by the Developer's Engineer and included in the final PLAT)	100 Year
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C. Rainfall Intensity Duration Frequency Curve

~~For developments less than 20 acres using the Rational Method, rainfall intensities shall be taken from the ODOT Zone 7 Intensity Duration Frequency (IDF) Curves.~~

**** This version to be replaced: see new section ****

Runoff Coefficients

LAND USE	SLOPE		
	<u>2% or Less</u>	<u>2% to 7%</u>	<u>7% or More</u>
Unimproved Areas	.10	.20	.30
Meadows & Pasture Land	.25	.30	.35
Woodland & Forests	.10	.15	.20
Impervious Surfaces (Pavement, Roofs, Driveways, Gravel, etc)	.92	.92	.92
Agricultural	.15	.20	.25
Parks & Cemeteries	.15	.20	.25
Lawns	.17	.22	.35
Playgrounds	.20	.25	.30
Low Density Residential (1 to 3 units per acre)	.45	.50	.55
Medium Density Residential (3 to 6 units per acre)	.55	.60	.65
High Density Residential (6 to 15 units per acre)	.75	.80	.85
Commercial & City Business Areas	.85	.85	.85
Light Industrial	.65	.70	.80
Heavy Industrial	.75	.80	.90
Parks and Open Spaces	.10	.15	.20
Mobile Home Parks	.60	.65	.70

D. Time of Concentration

1. Time of Concentration shall be calculated using the Soil Conservation Service Method or other approved method.
2. After a maximum of 300-feet, sheet flow typically becomes shallow concentrated flow. Open channel flow is assumed to begin where surveyed cross-section information has been obtained where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on United States Geological Survey (USGS) quadrangle sheets.

E. Runoff Control

1. Development of areas within the City of Keizer must provide runoff controls to limit the developed condition's peak rates of runoff to the pre-development runoff rate. Detention is the collection and temporary

~~storage of surface water with the outflow rate restricted usually to the pre-developed flow rate. Required detention storage is equal to the difference in volume of excess runoff from the design storm event with post-development conditions and the 5-year storm with pre-development conditions.~~

- ~~2. Detention is required for all developments, except where determined unnecessary by the City Engineer.~~
- ~~3. Control orifices and structures shall be sized using approved engineering methods. To prevent plugging, the minimum diameter of the orifice shall be 2 inches. The detention facility shall have an overflow system with the capacity to past the 50-year storm event to an accessible drainage feature.~~
- ~~4. Detention shall be supplied either by subsurface storage in conduits and structures, or a pond. Temporary parking lot ponding may be utilized as storage volume with approval of the City Engineer.~~

~~F. Hydraulic Considerations~~

- ~~1. The minimum design velocity for storm drainage conduits shall be 3.0 fps. Pipe slopes of 15% or greater will require anchor walls at approved intervals. Manning's "n" value of 0.013 shall be used for flow and velocity calculations. Manning's equation shall be used for design of piped systems where practicable.~~
- ~~2. When pipe depths exceed 10 feet, calculations for pipe loading and strength shall be submitted.~~
- ~~3. Subsurface utilities crossing private property shall have a minimum easement width of 10 feet.~~

~~G. Storm Water Quality~~

- ~~Point source water quality facilities shall be provided where required by the Department of Public Works. Catch basins shall be outfitted with approved "turndowns" and sumps for oil/water separation and sedimentation control. Storm water quality manholes shall be installed in all proposed storm drains out letting into existing drainage facilities.~~

~~H. Manholes. Manholes are required at:~~

- ~~1. All changes in horizontal or vertical alignment greater than 15 degrees.~~
- ~~2. All connections and changes in pipe size.~~
- ~~3. At a maximum spacing of 500 feet.~~

**** This version to be replaced: see new section ****

~~I. Inlets and Catch Basins~~

- ~~1. Inlets must be placed at all low points in streets, at intersections, at points where changes in the street configuration will direct flow across the street and at intervals on continuous grades that will limit the width of flow in the gutter to 5 feet.~~
- ~~2. Minimum lateral diameter for connection to an inlet or catch basin shall be 10 inches. Minimum inlet lead slopes shall be 2%.~~
- ~~3. Water from all low areas must be collected and conveyed to the storm drainage system. Quantity of gutter flow is determined using the Rational Method. Inlet design flows shall exceed gutter design flows.~~
- ~~4. Water quality provisions shall be installed in all catch basins or manholes as directed by the Department of Public Works.~~

~~J. Culverts. Culvert design shall be performed using the Federal Highway Administration (FHWA) publication Hydraulic Design of Highway Culverts (Reference No. 10). Other methods may be used with approval of the City Engineer.~~

~~K. Perimeter Drainage~~

- ~~1. Construction drawings shall include an approved "Grading and Drainage Plan" showing the location of perimeter drainage facilities and private drainage easements that will control runoff to and from project sites.~~
- ~~2. Grading and Drainage Plans shall identify control for Finished Floor Elevations, and shall be enforced in conjunction with Building Permits issued by the City of Keizer.~~

~~L. Erosion and Pollution Control:~~

~~Adequate erosion and pollution control facilities shall be installed in conjunction with construction projects. Developments shall be required to obtain an NPDES 1200-C erosion control permit from the Department of Environmental Quality in accordance to their standards.~~

~~An erosion control plan will be required to be submitted to the City Department of Public Works for developments greater than one acre.~~

2.306 STORMWATER MANAGEMENT

2.306.01 Purpose

The purpose of this Chapter is to implement requirements to:

- A. Provide for the management and control of stormwater runoff from all new development and redevelopment areas;
- B. Minimize erosion and sediment transport;
- C. Minimize degradation of water quality due to sediments and pollutants in stormwater runoff; and
- D. Reduce downstream flooding. ^(5/98)

2.306.02 Scope

The provisions of this Chapter shall apply to all new and redevelopment projects within the incorporated boundary of the City of Keizer, including, but not limited to all land partitions and subdivisions, planned unit developments, multi-family developments, single-family developments, commercial developments, industrial development, and manufactured home parks. Redevelopment includes reconstruction and/or expansion of structures and/or impervious surfaces. The requirements of this Chapter apply regardless of whether a permit is required.

2.306.03 General Stormwater Management Requirements

Any new development or redevelopment listed in Subsection 2.306.02 shall conform to the requirements listed herein, as follows:

- A. The requirements will be applied to projects proposed within the City's jurisdiction at land use, design review, and/or the building permit stages of the project.
- B. The stormwater management system plan shall be submitted to and approved by the Public Works Director before construction of any new or redevelopment project, regardless of the size of project.
- C. A design by an Oregon-registered professional engineer is required for stormwater facilities on any projects that create or replace 5,000 square feet or more of impervious surface.
- D. Sites creating or replacing less than 5,000 square feet of impervious surface are generally not required to provide an engineered design unless required by the City due to site-specific conditions.
- E. Plans for the construction of stormwater conveyance, flow control, retention, and treatment facilities for the project shall be designed in accordance with City standards and specifications. The plans shall include all information as necessary for the City to review the adequacy of the storm drainage system

design. The criteria and all other requirements for the design of both public and private stormwater flow control, retention, treatment, and conveyance facilities are set forth in the City's *Design Standards*.

- F. Stormwater facilities on private property and owned by a private entity shall be required to complete and submit to the City an executed Private Stormwater Maintenance Agreement before the facilities are put into operation and the release of any occupancy permits.
- G. In the event any part of a development is traversed by any watercourse, channel, stream or creek, gulch or other natural drainage channel, or public stormwater conveyance system, adequate easements for public stormwater conveyance purposes shall be provided to the City. Acceptance of the easement shall not imply maintenance by the City unless maintenance is expressly accepted by the City in the easement.
- H. Channel obstructions are not allowed except as approved for the creation of detention or retention facilities approved under the provisions of the *Design Standards*. Fences with swing gates may be utilized as approved by the City.
- I. For projects requiring an improvement agreement for issuance of a Public Works Construction Permit, the developer shall certify in writing that the site is built according to the submitted site drainage and grading plan prior to release of the improvement agreement. The developer shall provide certified elevations to the City.
- J. For partitions and other developments not requiring a Public Works Construction Permit, any site grading and drainage requirements shall be completed and approved prior to issuance of any building permits.
- K. Prior to acceptance of a public storm drainage system by the City, the system shall be inspected by the City. All costs for City inspection shall be borne by the developer.
- L. Prior to the City supporting final plat approval for land divisions, or building occupancy for site development, the storm drainage system shall be inspected by the City. All costs for City inspection shall be borne by the developer. (2/00)

2.306.04 Preliminary Plan Required

A preliminary description of the proposed stormwater management system is required to be submitted with the land use application for all developments listed in Section 2.306.02. The preliminary description shall include, at a minimum, the following information:

New Section

- A. A cover sheet, listing the project name and owner, contact information including phone numbers and email address and the project site address. For projects requiring an Oregon-registered professional engineer, the name of the Engineer of Record and the Engineer's seal and certification shall also be provided.
- B. A site map of the project site and areas directly adjacent to the site, including:
 - 1. Existing topographic contours, at 1-foot intervals or smaller;
 - 2. Existing structures and other features on the site, with indications of proposed demolition, removal, or reconfiguration;
 - 3. Description of the existing site conditions, sensitive areas, and waterways affecting or affected by the project;
 - 4. Description and size of the watershed containing the site, including identification of existing stormwater runoff onto and across the property;
 - 5. Existing, pre-developed stormwater flow patterns on the site and crossing the site boundaries;
 - 6. Description of the existing downstream point of disposal for the project, indicating the type and size of the conveyance.
- C. An overview of the project and stormwater management system, including:
 - 1. Brief description of the project size, project scope, and proposed improvements;
 - 2. Proposed project configuration, including proposed flow patterns on the site and crossing the site boundaries;
 - 3. Location of proposed stormwater facilities, noting estimated type and size;
 - 4. Proposed point(s) of disposal for stormwater.
- D. A conceptual storm design report for the project, including:
 - 1. Preliminary estimate of new and replaced impervious area;
 - 2. Preliminary soil infiltration rate estimates, based on preliminary tests and/or soil data determinations;
 - 3. Preliminary storm runoff calculations, noting the methodology used in calculation;
 - 4. Preliminary evaluation conveyance capacity of the downstream point of disposal.

2.306.07 Erosion Prevention and Sediment Control

All activities within the City limits that disturb more than 2,000 square feet of area are subject to the requirements of the current City Erosion Control Ordinance. Any such activity that disturbs less than 5 acres, either singly or cumulatively as part of a common plan of development or sale, shall be required to submit an Erosion and

Sediment Control Plan (ESCP) and obtain an erosion control permit from the City. Projects that disturb 5 acres or more shall be required to obtain both a City erosion control permit and an NPDES 1200-C General Construction permit from the Department of Environmental Quality.

The criteria and all other requirements for the ESCP are provided in the City's *Design Standards*.

2.405 MANUFACTURED HOME PARKS

2.405.01 General Requirements

- A. Process. Development of a Manufactured Home Park is a Type II Land Use Action (3.108)
- B. Minimum Area. The minimum area for a manufactured home park shall be three acres. (5/98)
- C. Density. The number of manufactured home spaces shall comply with the density regulations of the underlying zone. (5/98)

2.405.02 Definitions

As used in this chapter, except where the context otherwise clearly required. (5/98)

- A. Building: Any permanent structure within a manufactured home park such as an office building or community center owned by the park for the common use of all the tenants. (5/98)
- B. Park Roadway: A private way which is the principal means of access to abutting individual manufactured home spaces and permanent park structures. (5/98)
- C. Space: A specific area of a manufactured home park that is designated or occupied by one manufactured home. (5/98)

2.405.03 Design Standards

Manufactured home parks are subject to the minimum standards and conditions set forth in this section. (5/98)

- A. Type of Manufactured Home Permitted. Only those manufactured homes used as permanent residences, manufactured after June 15, 1976, which exhibit the Oregon Department of Commerce "Insignia of Compliance" that indicates conformance with Housing and Urban Development (HUD) standards shall be permitted. (5/98)
- B. Design Standards:
 - 1. Size. All manufactured homes shall be at least 20 feet wide with a minimum square footage of 864 square feet. (5/98)
 - 2. Siding and Roofing. Manufactured homes shall have siding materials, including skirting if applicable, similar to that presently used on houses constructed under the Uniform Building Code. A wood shingle, composition or shake roof is required with a minimum 2:12 slope. (5/98)

- C. Additions to Manufactured Homes. Carports, cabanas, ramadas, awning and other structures that are attached to a manufactured home shall conform to building code requirements. These additions and structures shall be considered as a part of the manufactured home for determining the lot coverage, setbacks and other requirements. (5/98)
- D. Manufactured Home Space. The minimum area shall be 3,000 square feet with a minimum space width of 40 feet. Spaces within 15 feet of the boundary of a manufactured home park shall contain a minimum of 4,000 square feet. The boundaries of each manufactured home space shall be clearly marked by a fence, landscaping or by permanent markers. (5/98)
- E. Manufactured Home Space Coverage. No more than 50% of a space shall be occupied by the manufactured home and any accessory structures. (5/98)
- F. Separations and Setbacks. Building separations and setbacks from the park boundary for mobile homes, accessory structures, and buildings shall be as follows. (5/98)
1. General park development. Setbacks for structures other than manufactured homes, carports and related accessory buildings shall comply with the minimum residential setbacks in the underlying zone. (5/98)
 2. Manufactured homes. (5/98)
 - a. Front: 5 feet minimum to the sidewalk; 8 feet minimum to the curb
 - b. Side and rear: 10 feet minimum to any adjacent manufactured home; 6 feet minimum to any adjacent non-residential structure
 - c. Park Boundary. Manufactured homes on the periphery of a manufactured home park shall maintain the same setbacks as required for the rear yard in the underlying zone. (5/98)
 3. Accessory structures. (5/98)
 - a. Front: 5 feet minimum to the sidewalk; 8 feet minimum to the curb. (5/98)
 - b. Side and rear: 6 feet minimum to any adjacent manufactured home, or, adjacent non-residential structure. (5/98)

- c. Park Boundary. Accessory structures on the periphery of a manufactured home park shall maintain the same rear yard setbacks for accessory structures in the underlying zone. (5/98)
4. Carports. (5/98)
- a. Front: 20 feet minimum to the sidewalk. (5/98)
 - b. Side and rear: Carports attached to, or within 3 feet of, the manufactured home shall comply with the setbacks for the manufactured home. Otherwise, the setback provisions for accessory structures shall apply. (5/98)
 - c. Connecting Garages. When a double carport or garage is built to serve two adjacent manufactured homes, a minimum 6 foot separation shall be required between the double carport and any adjacent structure, manufactured home, or accessory structure. Alternatively, a 1-hour fire separation may be provided through the center of the double carport. (5/98)
- G. Parking. Two automobile parking spaces shall be required for each manufactured home space. Parking spaces may be designed end-to-end, side-to-side, or provided in off-street parking areas. (5/98)
- H. On-site Storage. Outdoor storage of furniture, tools, equipment, building materials, or supplies belonging to the park management shall be screened with a 6 foot sight-obscuring fence, wall or hedge. (5/98)

2.405.04 Park Development Requirements

- A. Park Street Standards. Park streets shall be located on park property and shall be maintained by the park owner. The streets shall conform to the following. (5/98)
- 1. Width. The park street shall be a minimum of 20 unobstructed feet in width. If parking is allowed on either side of the street, the minimum width shall be increased by 7 feet for each side of the street on which parking is allowed. (5/98)
 - 2. Paving. Park streets shall be paved with Portland cement, concrete, or asphalt concrete and designed and constructed to adequately support traffic loads and provide adequate drainage. (5/98)
 - 3. Dead-end Streets. Dead-end park streets over 150 feet in length shall have a cul-de-sac bulb with 35-foot curb radius. No dead-end street shall exceed 500 feet in length. (5/98)
 - 4. Curbs. Concrete curbs shall be required. (5/98)

5. Connection to Public Street. The street system shall have direct connection to a public street. (5/98)
- B. Street Names and Addresses. Each park street shall be named and each manufactured home space shall be numbered off the park street. (5/98)
- C. Driveways. Each manufactured home space shall have direct access to a park street or a public street. The driveway shall be an unobstructed area, not less than 10 feet in width and shall be constructed of hard surface materials and well drained. (5/98)
- D. Walks. Walkways shall be to connect each manufactured home space to the park buildings, a public street or park street. The walkways shall be hard-surfaced, well-drained and not less than 4 feet in width. (5/98)
- E. Fire Hydrants. Fire hydrants shall be required within the park on park streets or on a public street in conformance with the design and capacity requirements of the fire district. (5/98)
- F. Lighting. Park streets and walkways designed for the general use of the park residents shall be lighted during the hours of darkness. Such lighting shall be under control of the par management. Lighting shall be designed to a minimum of 0.35 candlepower per square feet. (5/98)
- G. Water and Sewer. All spaces shall be served by a public water and sewer system and comply with Public Works standards. (5/98)
- ~~H. Storm Drainage. All spaces shall be provided with adequate storm drainage and connected to the storm drainage system if such system is available. Where a connection will be made to a public storm drainage facility, it shall be approved by the City. Where connection to a public storm drainage system is not possible, an on-site storm water detention system shall be required. (5/98)~~
- H. Commercial Facilities. Convenience commercial activities designed to serve the needs of the park residents shall be permitted including, but not limited to food stores and laundry facilities. Such uses shall not occupy more than 5% of the gross site area and shall conform with the parking and loading standards of this Ordinance. (5/98)
- J. Recreational Vehicles. Only manufactured homes may be placed upon manufactured home parks spaces. (5/98)
- KJ. Solid Waste Collection. Parks will provide for garbage collection either through individual curb side pickup or provision of common refuse areas. All refuse areas

must be sized and located to accommodate the disposal service. Refuse areas must be screened. (5/98)

- K.** Building Height, Location, and Lot Coverage. Except as modified by this section, all structures within a manufactured home park shall comply with all provisions of the zone in which the park is located. (5/98)

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~~water Management-Drainage~~); 2.307 (Utility Lines and Facilities); and 2.309 (Site and Landscaping Design). (7/21)
- 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: Monday December 19, 2022

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

FROM: Adam J. Brown

SUBJECT: SOLID WASTE RATE PROPOSAL

PROPOSED MOTION:

I move the City Council adopt an Order In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of February 1, 2023.

I. SUMMARY:

The City of Keizer privatizes solid waste collection and has franchise agreements with two haulers for city residents and businesses. Both haulers have jointly requested that the city raise the rate for residential and commercial customers. The City Council has the authority to raise rates by Order.

II. BACKGROUND:

- A. Keizer has two franchised solid waste haulers, Valley Solid Waste Management Corp and Loren's Sanitation and Recycling Inc.
- B. A rate increase was approved in 2020 for the 2021 and 2022 year. The 2021 fee increase was implemented but the 2022 fee increase approved to be applied on March 1, 2022 was not implemented. The approved increase that was not implemented in 2022 was approximately 3%. With inflation skyrocketing, the franchisees "determined it would be a better business practice to review updated financial data and come back to the City in late 2022 for a proposal increase in 2023."
- C. An analysis of the proposed rate was provided to the city council and a public hearing was held on December 5, 2022.
- D. The City Council directed staff to explore a discount rate for persons needing assistance, and in particular a similar discount schedule as the City of Salem. The City Council also directed staff to prepare the order for consideration.

III. CURRENT SITUATION:

- A. The City Attorney and Assistant City Manager met with the haulers and Harlan Consulting to review the discount structure they use with the City of Salem.
 - 1. A 20% discount on the residential cart service package will be offered to qualified senior citizens/disabled heads of household if they are 60 or older and they have an income that is 60% of the state median household income.
- B. An additional rate was added for an 8-yard manual front load-loose container of \$525.70. This may help offset some of the discount given to our residents disabled or over 60-years old.

IV. ANALYSIS:

- A. **Strategic Impact** – No strategic impact.
- B. **Financial**
 - 1. Residents and Commercial customers realized a 3% savings over 10 months because rates that were approved were not implemented in March 2022.
 - 2. If approved, this rate change will have a small financial impact to the city general fund. The city has a 5% franchise fee for solid waste collection. A 10% increase in rates will result in approximately \$10,492 more in franchise fees to the City of Keizer.
 - 3. Without the proposed rate increases the haulers will have a profit margin of approximately one-third of the industry standard, according to Harlan Business Consultants. To test this statement, data from [Macrotrends](#), shows Waste Management, the largest solid waste hauler in the United States, had a profit margin of 11.55% for September 30, 2022. That is consistent with the assertion made by Keizer’s haulers and their proforma for 2023.
- C. **Timing** – Originally, the haulers requested an implementation date of January 1, 2023; however, there was not time for the city to get this on the council’s agenda in sufficient time to have these rates considered. Following the public hearing, the council will have the opportunity to vote on the rate increase on December 19, 2022. The haulers would not implement the new rates until 30-days after they are able to notify customers of the change. They indicated it would likely be done at the beginning of the month after the 30-day notification which would mean it would change in February of 2023.

D. Policy/legal

1. The City Manager is required to provide you an analysis of the rate increases. That was completed on December 5, 2022.
2. A public hearing is required to increase rates. That was completed on December 5, 2022.
3. Only the City Council can approve the rate changes for solid waste haulers and it must be done by Order.
4. With the requirements for an analysis and public hearing completed on December 5, 2022 the City Council can consider an Order to change the solid waste fees at their regularly scheduled meeting on December 19, 2022.

ALTERNATIVES:

- A. Adopt the attached Order.
- B. Take No Action – The rate changes cannot be implemented without council approval.

RECOMMENDATION:

The City Manager recommends approval of the rate increase for Loren’s Sanitation and Valley Solid Waste by an Order “In the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of February 1, 2023.”

Attachment:

- Order in the Matter of the Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of February 1, 2023

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 ORDER4
5 IN THE MATTER OF THE AMENDMENT OF RATES
6 FOR FRANCHISE SOLID WASTE COLLECTION
7 WITHIN THE CITY OF KEIZER, EFFECTIVE AS OF
8 FEBRUARY 1, 2023
9

10 This matter comes before the Keizer City Council upon the request of Loren's
11 Sanitation and Recycling, Inc. and Valley Solid Waste Management Corp., dba Valley
12 Recycling & Disposal, Inc., Keizer's franchised solid waste/recycling haulers;

13 IT APPEARING that the certain order entitled "In the Matter of the Amendment
14 of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of
15 March 1, 2021 and March 1, 2022" was adopted on February 1, 2021;

16 IT FURTHER APPEARING that he franchised haulers did not implement the rates
17 on March 1, 2022;

18 IT FURTHER APPEARING that the franchised solid waste collectors in Keizer
19 have requested a revision of the rates, the City Manager's office of the City of Keizer
20 has investigated and reviewed the proposed solid waste collection rates and has
21 recommended approval of the rates set forth in Exhibit "A" attached hereto;

22 IT FURTHER APPEARING that the collection rates, charges and services has
23 been considered at a public hearing held at 7:00 p.m., December 5, 2022, by and before
24 the City Council of the City of Keizer;

25

1 IT FURTHER APPEARING that the City Council of the City of Keizer expressly
2 hereby finds that current projected revenues and expenses are reasonable; the collection
3 rates should be established as set forth in Exhibit “A” attached beginning February 1,
4 2023; and the proposed rates and services will be just, fair, reasonable and sufficient to
5 provide service to the public;

6 NOW, THEREFORE;

7 IT IS HEREBY ORDERED that the solid waste collection franchisees in the
8 municipal city limits of the City of Keizer, to wit:

9 Loren’s Sanitation and Recycling Service, Inc. and Valley Solid Waste
10 Management Corp., dba Valley Recycling & Disposal, Inc. are authorized to charge
11 maximum rates as listed in Exhibit “A” beginning February 1, 2023, a copy of which is
12 attached to this Order and by this reference incorporated herein, for solid waste collection
13 service in the City of Keizer.

14 IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their
15 affected customers prior to implementing the new rates.

16 IT IS HEREBY FURTHER ORDERED that except as amended herein, all other
17 rates, charges and services shall remain in effect without change.

18 IT IS HEREBY FURTHER ORDERED that the Order in the Matter of the
19 Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer,
20 Effective as of March 1, 2021 and March 1, 2022 is hereby repealed on February 1, 2023.

1 IT IS HEREBY FURTHER ORDERED that this Order shall be effective February
2 1, 2023, until replaced.

3 PASSED this _____ day of _____, 2022.

4 SIGNED this _____ day of _____, 2022.

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Mayor

City Recorder

**FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023**

	<u>2021 Rate</u>	<u>Proposed 2023 Rate</u>
(1) RESIDENTIAL - CURB SIDE CART SERVICE PACKAGES	17.52	19.27
<u>(A) 20 gallon solid waste cart service only</u>		
This service includes recycling		
<u>(B) 20 gallon solid waste cart service</u>	26.22	28.84
Service consists of one 20 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly		
<u>(C) 35 gallon solid waste cart service</u>	28.89	31.78
Service consists of one 35 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly		
Each occasional extra pick up (17 gallon equals 30lbs.)	3.20	3.52
Each occasional extra pick up (35 gallon equals 60lbs.)	6.39	7.03
Additional 35 gallon solid waste cart collected weekly	██████████	15.89
<u>(D) 65 gallon solid waste cart service</u>		
Service consists of one 65 gallon solid waste cart collected weekly, one 95 gallon mixed recycle cart collected bi-weekly, and one 95 gallon organic cart collected weekly	38.69	42.56
Each occasional extra pick up (17 gallon equals 30lbs.)	3.20	3.52
Each occasional extra pick up (35 gallon equals 60lbs.)	6.39	7.03
Additional 65 gallon solid waste cart collected weekly	██████████	25.54
<u>(E) Residential "On Call" service</u>	8.01	8.81
Service includes one 35 gallon solid waste cart only. No yard debris or recycling service included.		
<u>(F) Other Fees and Services</u>		
Extra Yard Debris Cart - for full service residential customers only - per cart	7.51	8.26
Yard Debris Cart Only Service - for residential and non-residential services rate	14.29	15.72
Contamination Fee	12.87	14.16
Commingled Recycle Cart Only Service - for residential and non-residential customers rate	14.39	15.83
Senior Citizen / Disabled Head of Household discount off residential package if qualified as noted below*	██████████	20%

*Customer must apply for and be approved for the City of Keizer Rate Assistance Program. Customer must provide proof of approved status on Rate Assistance Program each year. Once approved, 20% discount is applied to residential service package.

FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023

	<u>2021</u> <u>Rate</u>	<u>Proposed</u> <u>2023</u> <u>Rate</u>
(2) RESIDENTIAL-MULTI FAMILY & MOBILE HOME PARKS		
(1) 4 Units or less		
20 gallon: full service	23.01	25.31
20 gallon: opt-out yard debris	16.51	18.16
35 gallon: full service	25.35	27.89
(2) 5 Units or more - single billing		
20 gallon: no yard debris	16.37	18.01
35 gallon: no yard debris	18.57	20.43

Residential Full Service Includes:

Haulers will make available color-coded calendar for each customer that specifies bi-weekly collection schedule

Haulers provide automated roll carts - included in service price

Customers will not place larger items or over fill cart. Overfilled carts will be charged accordingly.

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access to the cart

(for automated equipment) - or for non-compliance with restrictions outlined above.

Damaged carts will be billed at replacement cost

A vacation credit shall be given for Customers who stop service for a period of three consecutive weeks or longer. Not to exceed 2 times per year.

Maximum Cart Weights

20 gallons - 40 lbs per week

35 gallons - 60 lbs per week

65 gallons - 120 lbs per week

95 gallons - 150 lbs per week

**FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023**

	2021	Proposed
	<u>Rate</u>	<u>2023</u>
		<u>Rate</u>
(3) COMMERCIAL ROLL CART SERVICE		
Commercial 35 gallon roll cart - curb	20.20	22.22
Commercial 65 gallon roll cart - curb	28.76	31.64
Commercial 65 gallon food waste	14.18	15.60
Commercial 95 gallon roll cart - curb	37.32	41.05

Haulers to provide automated roll carts - included in service price

Customers will not place larger items or over fill cart (lid must close completely prior to collection)

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access to the cart

(for automated equipment) - or for non-compliance with restrictions outlined above.

Commercial roll cart service includes one 95 gallon commingle cart - any additional carts will be billed at \$2.00/month per cart

Cardboard service provided with container service

Cardboard service provided with cart services will be billed \$10.00 per month container rental fee.

Maximum Cart Weights

35 gallons - 60 lbs per week

65 gallons - 120 lbs per week

95 gallons - 150 lbs per week

(A) BUNDLES, BOXES, SACKS, OR OVERFILLED CARTS

Rate based on volumes equivalent to 35 gallon cart

	2021	Proposed
	<u>Rate</u>	<u>2023</u>
		<u>Rate</u>
(4) CONTAINER SERVICE - Weekly Service, Monthly Rate		
(A) CONTAINER - MANUAL FRONT LOAD - LOOSE		
One yard	79.38	87.32
	First stop	
	Each added stop	77.32
One & one-half yard	111.70	122.87
	First stop	
	Each added stop	112.87
Two yard	143.14	157.45
	First stop	
	Each added stop	147.45
Three yard	205.33	225.86
	First stop	
	Each added stop	215.86
Four yard	260.70	286.77
	First stop	
	Each added stop	276.77
Five yard	318.87	350.76
	First stop	
	Each added stop	340.76
Six yard	374.73	412.20
	First stop	
	Each added stop	402.20
Eight Yard	364.73	535.70
	First stop	
	Each added stop	525.70

**FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023**

		2021	Proposed
		<u>Rate</u>	<u>2023</u>
			<u>Rate</u>
(B) CONTAINER - AUTOMATED FRONT LOAD - LOOSE			
Two yard	First stop	131.44	144.58
	Each added stop	121.44	134.58
Three yard	First stop	170.94	188.03
	Each added stop	160.94	178.03
Four yard	First stop	223.60	245.96
	Each added stop	213.60	235.96
Five yard	First stop	277.42	305.16
	Each added stop	267.42	295.16
Six yard	First stop	327.64	360.40
	Each added stop	317.64	350.40
Eight Yard	First stop	432.13	475.34
	Each added stop	422.13	465.34

One time container locking fee \$162.00/per container

Hauler may, at their discretion, include a "no fee/no key" lock on recycling containers

Container delivery fee - \$30.00 for container use on short term rental basis

		2021	Proposed
		<u>Rate</u>	<u>2023 Rate</u>
(C) RESIDENTIAL SPECIAL CLEAN-UP CONTAINER			
Two yard	First stop	68.07	74.88
	Each added stop	39.01	42.91
Container must be accessible to truck: weight limit 750 lbs			
Three yard	First stop	104.99	115.49
	Each added stop	74.46	81.91
Container must be accessible to truck: weight limit 1000 lbs			

(D) CONTAINER - COMPACTED

Customer supplies the compactor and container. Rate for first and added stop is triple the rate for same size container for shredded, altered or mechanically compacted waste.

FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023

(5) DROP BOX SERVICE / COMPACTOR

All rates are plus disposal fee, rental charges, and mileage, where applicable

Minimum service: 10 cubic yard

		2021			Proposed
		Rate			2023 Rate
(A) LOOSE MATERIAL					
10 yard	Temp box delivery fee	32.70	144.63	35.97	159.09
20 yard	Temp box delivery fee	32.70	146.20	35.97	160.82
30 yard	Temp box delivery fee	32.70	171.81	35.97	188.99
40 yard	Temp box delivery fee	32.70	221.00	35.97	243.10
 (B) COMPACTED MATERIAL					
Cost per yard for service (25 YD MINIMUM)					
	Customer supplies compactor or box (per yd for first 25 yds)		7.11		7.82
	Minimum		177.75		195.50
	Disposal fee x 1.11% the cost of disposal ticket				
 (C) ADDITIONAL CHARGES					
	Rental per day, after first 48 hours		7.63		8.39
	Monthly rental		78.48		86.33
	Mileage charge for more than five mile radius from base station, per running mile		1.23		1.35

FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023

(6) MEDICAL WASTE COLLECTION RATES

(A) Services provided by Marion Environmental Service

Commercial Medical Waste Collection Rate	Current Rate		Proposed Rate	
	Heavy Volume	Low Volume	Heavy Volume	Low Volume
	60+ Boxes	1-59 Box	60+ Boxes	1-59 Box
20 Gallon Bx/Bg Keizer	17.77	22.57	17.50	23.00
Ea. Addtl. 20 Gallon Bx/Bg Keizer	13.93	17.00		
35 Gallon Bx/Bg Keizer	19.95	25.41	19.50	26.00
Ea. Addtl. 35 Gallon Bx/Bg Keizer	16.11	20.55		
Salem Hospital - Pick-up only - No Box/Bag Supplied			Proposed Rate	
20 Gallon Bx/Bg Keizer	8.10		8.10	
35 Gallon Bx/Bg Keizer	8.67		8.67	
Items Purchased				
Lids				
20 Gallon ~ 35 Gallon Lids	4.40		4.40	
Sharps				
Sharps Containers	7.90		7.90	
Haulers Sharps Case	179.50		179.50	
Haulers Sharps Containers	4.50		4.50	

Box/Bags	Current Rate	Proposed Rate
20 Gallon Bag only	1.20	1.20
20 Gallon Box only	5.85	5.85
20 Gallon Box~Bag	7.05	7.05
20 Gallon Bags per case/100	117.80	117.80
35 Gallon Bag only	1.75	1.75
35 Gallon Box only	6.70	6.70
35 Gallon Box~Bag	8.45	8.45
35 Gallon Bags per case/100	173.90	173.90
Storage Container Rental		
Monthly Renal	24.70	24.70

Minimum \$30.00/\$100.00 Hourly Rate Trip Charge = \$1.66 per minute

	Current Rate	Proposed Rate
(B) RESIDENTIAL BIO-MEDICAL SHARPS CONTAINER (OAR 437-02-360)	14.01	14.01

One gallon specially designed container, delivered to the door. To be used until filled and then collected by hauler separately from municipal solid waste. May not be left at the curb for pick up.

FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023

(7) SPECIAL SERVICES AND MISCELLANEOUS SERVICES

If debris exceeds 10 yards, use drop box at hauler's discretion. Unless noted, prices reflect disposal only, trip charges may apply.

CALL BACK SERVICE 10.65 11.72

(A) JANITORIAL SERVICES, CALL BACKS, AND OTHER SPECIAL SERVICES

	Current	Proposed 2023	Current	Proposed 2023
All fees in addition to disposal	<u>One Man</u>	<u>One Man</u>	<u>Two Man</u>	<u>Two Man</u>
1/4 hour	31.95	35.15	42.60	46.86
1/2 hour	63.90	70.29	85.20	93.72
3/4 hour	95.85	105.44	127.80	140.58
1 hour	127.80	140.58	170.40	187.44
All fees in addition to disposal charged at \$13.00 per yard				
Maximum trip charge	31.95			

(B) TIRES

	<u>Current</u>	<u>Proposed</u>
	<u>rate</u>	<u>rate</u>
Passenger tires (up to 16")	6.39	7.03
Passenger tires (up to 16") w/rims	8.52	9.37
Truck tires	14.91	16.40
Truck tires w/rims	25.56	28.12
Tractor tires - special service and disposal rates apply		

FRANCHISED SOLID WASTE COLLECTION RATES
CITY OF KEIZER - Proposed Rate Change February 1, 2023

(C) LARGE MAJOR APPLIANCES AND FURNITURE

Appliances \$10.00 - \$15.00 service fee for large appliances - plus cost for freon removal,
and hourly labor to remove and dispose.

Special items:

	2021	Proposed 2023
	Rate	Rate
1.) large furniture (couch, dresser, etc.)	15.45 - 21.30	17.00 - 23.40
2.) small furniture (arm chair)	9.60 - 15.45	10.55 - 17.00
3.) hide-a-bed	21.30 - 27.15	23.45 - 28.85
4.) table & 3-4 chairs	9.98	10.98
5.) mattresses		
twin	8.73	9.60
twin box spring	8.12	8.93
full/queen	11.23	12.35
full/queen box spring	9.98	10.98
king	13.72	15.09
double twin box spring for king (rates increase if items are wet)	12.47	13.72
6.) bathtub/sink/toilet		
fiberglass tub/shower	13.05 - 17.87	14.35 - 19.65
cast iron tub/shower	will quote	will quote
sink/toilet	5.85 - 10.65	6.40 - 11.70
double sinks	will quote	will quote
7.) hot water heaters	11.70 - 17.84	12.85 - 19.60
8.) carpets	will quote	will quote
9.) computers & peripherals	13.85	15.24
10.) televisions & monitors		
15-20"	13.85	15.24
20-32"	19.17	21.09
32"	24.50	26.95
larger	will quote	will quote

(8) RESTART (delinquent customers)

Restart delinquent account fee	10.65	11.72
Precise charge for receptacle pick-up and return, all areas:		
per set of carts	26.63	29.29
per container	26.63	29.29
per drop box	26.63	29.29



CITY COUNCIL MEETING: DECEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tim Wood, Assistant City Manager

SUBJECT: **AUTHORIZING CITY MANAGER TO ENTER INTO A PERSONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES**

PROPOSED MOTION:

"I move the City Council adopt Resolution R2022-___ Authorizing City Manager to Enter Into Personal Services Agreement for Professional Audit Services with Grove, Mueller & Swank, P.C."

I. SUMMARY:

The existing personal services agreement for the City's audit services provider is set to expire December 31, 2022 and has no remaining extensions. The City conducted a request for proposal process and recommends that the City Council authorize the City Manager to enter into an agreement with Grove, Mueller & Swank, P.C.

II. BACKGROUND:

- A. In December 2015 the City entered into a personal services agreement for professional audit services with Grove, Mueller & Swank, P.C.
- B. The agreement was effective January 1, 2016 for a term of three years with two options to extend for an additional two-year period.
- C. The personal services agreement expires December 31, 2022.

III. CURRENT SITUATION:

- A. The City issued a request for proposal for professional audit services in August 2022.
- B. The City received three qualified proposals.

- C. The Audit Committee reviewed the qualified proposals.
- D. The City conducted reference checks and verified that the professional service providers are licensed in the State of Oregon.
- E. Based on the review process and reference checks staff recommends entering into a personal services agreement with Grove, Mueller & Swank, P.C. for professional audit services.

IV. **ANALYSIS:**

- A. **Strategic Impact** – N/A
- B. **Financial** – The initial year of the professional services agreement is \$49,000 with subsequent years increasing between 3.0% and 7.5%. The agreement is for three years with two options to extend for an additional two-year period.
- C. **Timing** – Oregon Municipal Audit Law requires that the City complete an audit within six months after the close of the municipality’s fiscal year. For governments with a fiscal year ending on June 30, the filing deadline is December 31.
- D. **Policy/legal** – In accordance with the City’s purchasing policy the agreement must be authorized by the City Council as the contract amount is greater than \$25,000 and the term is longer than two years.

V. **ALTERNATIVES:**

- A. Authorize the City Manager to enter into a personal services agreement with Grove, Mueller & Swank, P.C. to provide professional audit services.
- B. Authorize the City Manager to enter into a personal service agreement with an alternate professional audit services provider.
- C. Take No Action – The City would need to identify an alternate professional audit services provider to complete the audit of the 2022-23 Fiscal Year audit.

VI. **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into a personal services agreement with Grove, Mueller & Swank, P.C. to provide professional audit services.

ATTACHMENTS:

- Resolution R2022_____ - Authorizing City Manager to enter into personal services agreement for professional audit services with Grove, Mueller & Swank, P.C.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING CITY MANAGER TO ENTER INTO PERSONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES WITH GROVE, MUELLER & SWANK, P.C.

WHEREAS, the City has engaged Grove, Mueller & Swank, P.C. for audit services since 1994;

WHEREAS, auditing of the financial statements each year must be completed in compliance with the City’s purchasing policies;

WHEREAS, hiring outside auditors with in-depth experience is in the best interests of the City;

WHEREAS, in August 2022, a Request for Proposals was issued by the City;

WHEREAS, three proposals were received and opened. The City has determined that Grove, Mueller & Swank, P.C. is the most qualified certified public accounting firm and recommends that Grove, Mueller & Swank, P.C. be awarded the contract;

WHEREAS, the City Council wishes to engage the services of Grove, Mueller & Swank, P.C. to conduct the required audit services;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the attached Personal Services Agreement for Professional Audit Services with Grove, Mueller & Swank, P.C.

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

3 PASSED this _____ day of _____, 2022.

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5 SIGNED this _____ day of _____, 2022.

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Mayor

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City Recorder

**PERSONAL SERVICES AGREEMENT
FOR PROFESSIONAL AUDIT SERVICES**

THIS AGREEMENT made and entered into this 1st day of January, 2023 by and between the City of Keizer, an Oregon municipal corporation, hereinafter called "City", and Grove, Mueller & Swank, P.C., hereinafter called "Firm".

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Firm, and

WHEREAS City has determined that Firm is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth.

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Firm shall provide services as specified in the Scope of Work, a copy of which is attached hereto as Exhibit "A", and hereby incorporated by reference.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on January 1, 2023, and shall expire, unless otherwise terminated or extended, on December 31, 2025. All work under this Agreement shall be completed prior to the expiration of this Agreement.

This Agreement shall be for a term of three years, to complete the audit of three (3) individual fiscal years, commencing with auditing services for the fiscal year ending June 30, 2023. The contract may be renewed twice at the option of the City, for two successive years each. Any renewal shall be upon the same original terms and provisions, provided however that the fees and "not-to-exceed" amounts may be increased as set forth in the Payment section below. Renewal shall be given in writing by the City between the period of November 1 and December 1 prior to the expiration of the original term or each renewal period.

3. COMPENSATION

This Contract is subject to appropriation of funds.

A. Amount of Payment

Firm shall be compensated for all goods, materials, expenses, and services as follows: payment based on the lump-sum contract price and Firm's schedule, as set forth in

Exhibit "B", provided however that the contract amount for the Financial Statement (F/S) Audit shall not exceed:

- a. \$42,350 for FY 2022-23
- b. \$43,600 for FY 2023-24
- c. \$47,100 for FY 2024-25

If the Options to Renew the Contract are exercised by the City as set forth in Duration above, the fees charged for each fiscal year for F/S Audit shall not exceed:

- a. \$50,900 for FY 2025-26
- b. \$55,000 for FY 2026-27
- c. \$59,400 for FY 2027-28
- d. \$64,200 for FY 2028-29

If a Single Audit is required, Firm shall be compensated based on the lump-sum contract price and Firm's schedule (Exhibit "B"), provided however that the contract amount for the Single Audit, of one single audit major program, shall not exceed:

- a. \$6,650 for FY 2022-23
- b. \$6,800 for FY 2023-24
- c. \$7,000 for FY 2024-25

If the Options to Renew the Contract are exercised by the City as set forth in Duration above, the fees charged for each fiscal year for a Single Audit, or one single audit major program, shall not exceed:

- a. \$7,200 for FY 2025-26
- b. \$7,400 for FY 2026-27
- c. \$7,600 for FY 2027-28
- d. \$7,800 for FY 2028-29

If additional services outside the scope of the audit engagements are required, Firm shall be compensated using the following rates:

Shareholders (CPA)	\$325/hour
Managers (CPA)	\$225/hour
Senior Staff (CPA)	\$120/hour
Junior Staff (non-CPA)	\$100/hour
Clerks & Typists (non-CPA)	\$ 70/hour

Payment shall be based upon the following applicable terms:

- i. Payment by City to Firm for performance of services under this Agreement includes all expenses incurred by Firm, with the exception of expenses, if any identified in this Agreement as separately reimbursable.

- ii. Payment will be made in installments based on Firm's invoice, subject to the approval of the Finance Director, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- iii. Payment by City shall release City from any further obligation for payment to Firm, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- iv. Where applicable, Firm must make payment promptly as due to persons supplying Firm labor or materials for the execution of the work provided by this Agreement. Firm must pay all contributions or amounts due from Firm to the Industrial Accident Fund incurred in the performance of this Agreement. Firm shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Firm further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- v. If Firm fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Firm or a subcontractor by any person as such claim becomes due, City's Finance Director, or designee, may pay such claim and charge the amount of the payment against funds due or to become due the Firm. The payment of the claim in this manner shall not relieve Firm or their surety from obligation with respect to any unpaid claims.
- vi. If labor is performed under this Agreement, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- vii. Firm shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Firm or all sums which Firm agrees to pay for such services and all moneys and sums which Firm collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

4. **OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Firm which result from this Agreement, including any computations, plans, work papers, electronic files, correspondence or pertinent data and information gathered by or computed by Firm prior to termination of this Agreement by Firm or upon completion of the work pursuant to this Agreement.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Firm shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. **STATUS OF FIRM AS INDEPENDENT FIRM**

Firm certifies that:

- A. Firm acknowledges that for all purposes related to this Agreement, Firm is and shall be deemed to be an independent Firm as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Firm is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Firm under the terms of this Agreement, to the full extent of any benefits or other remuneration Firm receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Firm or to a third party) as a result of said finding.
- B. The undersigned Firm hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Firm, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. Firm is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. **INDEMNIFICATION**

City has relied upon the professional ability and training of Firm as a material inducement to enter into this Agreement. Firm warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Firm's work by City shall not operate as a waiver or release.

Firm agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. **INSURANCE**

Firm and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the Firm arising directly or indirectly out of Firm's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Firm and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Firm shall obtain, at Firm's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Firm shall also obtain, at Firm's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Firm shall obtain, at Firm's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an

error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Firm, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

G. Insurance Carrier Rating

Coverage provided by the Firm must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Firm shall furnish a Certificate of Insurance and Additional Insured Endorsement to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for audit services." The City of Keizer, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Primary Coverage Clarification

The parties agree that Firm's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

J. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Firm's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Office of City Recorder
City of Keizer
PO Box 21000
Keizer, Oregon 97307

Business Phone: 503-856-3412
Business Fax: 503-393-9437
Email Address: DavisT@Keizer.org

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Firm's liability hereunder. Notwithstanding said insurance, Firm shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Firm
City of Keizer	Company: Grove, Mueller & Swank, P.C.
Attn: Tim Wood	Attn: Ryan Pasquarella
PO Box 21000	Address: 475 Cottage Street NE, Ste. 200
Keizer, Oregon 97307	Salem, Oregon 97301
Phone: 503-856-3413	Phone: 971-701-2974
Fax: 503-393-9437	Fax:
Email Address:	Email Address:
woodt@keizer.org	ryan.pasquarella@gms.cpa

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Firm. If City terminates the contract pursuant to this paragraph, it shall pay Firm for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Firm, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Firm, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Firm becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Firm, if a receiver or trustee is appointed for Firm, or if there is an assignment for the benefit of creditors of Firm.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Firm, may terminate the whole or any part of this Agreement:

- 1) If Firm fails to provide services called for by this agreement within the time specified herein or any extension thereof, or

- 2) If Firm fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Firm shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Firm shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Firm bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Firm. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Firm as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Firm shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Firm of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Firm agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Firm also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Firm shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the City's Finance Director or City Manager may authorize extra (and/or change) work. Failure of Firm to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Firm thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Firm for a period of one year after the date of final acceptance of the work by the owner. Firm warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Firm from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Firm shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and any proposal documents and other writings, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Firm shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Firm agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. PUBLICATION RIGHTS/RIGHTS IN DATA

All material contained in the ACFR and related reports (graphics, photos, etc.), prepared by the City are the property of the City. The auditors' reports are the property of Firm; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires, but will inform Firm if such reports are to be used in offering documents or similar materials and obtain the written permission of Firm to do so.

Firm shall not publish any of the results of the work without the prior written permission of the City. All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, is exclusively the property of City.

Material already in Firm's possession, independently developed by Firm outside the scope of this contract or rightfully obtained by Firm from third parties, shall belong to Firm.

Firm will be required to make working papers available, upon request, to the following parties: City, Parties designated by the federal or state governments or by the City as part of an audit quality review process, and the Oregon Secretary of State, Audits Division.


27. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Firm, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Firm has executed this Agreement on the date hereinabove first written.

GROVE, MUELLER & SWANK, P.C.

CITY OF KEIZER

By: 
Ryan Pasquarella
Shareholder

By: _____
Adam J. Brown,
City Manager

Date: 12/9/2022

Date: _____

EXHIBIT "A"
SCOPE OF WORK (SERVICES TO BE PROVIDED)

1. Firm shall conduct an audit of the accounts and fiscal affairs of the City, for the year beginning July 1, 2022, and ending June 30, 2023, and annually thereafter. The Work shall be performed in accordance with:

- a. The *Minimum Standards of Audits of Oregon Municipal Corporations*;
- b. The requirements of Oregon Revised Statutes 297.405 through 297.740, and the regulations promulgated pursuant thereto;
- c. Generally accepted accounting principles,
- d. Generally accepted auditing standards, and,
- e. When required, *Government Auditing Standards* prescribed by the Comptroller General of the United States and Office of Management and Budget Circular A-133.

2. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions. The services to be provided are detailed below:

- a. City desires Firm to express an opinion on the fair presentation of the City's basic financial statements as a whole;
- b. Firm shall submit a draft of all reports for management's review;
- c. Firm shall meet with City's finance staff during the planning, interim and conclusion stage of the audit;
- d. Firm shall formally present the final reports to the City's Audit Committee;
- e. Firm shall issue the following:
 - Independent Auditor's Report for the City
 - o Report on the fair presentation of the financial statements in conformity with generally accepted accounting principles based upon the audit of the basic financial statements of the City. The other supplementary information listed in the Table of Contents of the City's ACFR, including combining schedules and additional budgetary comparison schedules, are not a required part of the basic financial statements. However, the auditor is to provide an "in- relation-to" report on the combining and individual fund financial statements and supporting schedules. The information presented shall be based on the auditing procedures applied during the audit of the basic financial statements.

- Auditing Standard No. 16 – Communications with Audit Committees (Public Company Accounting Oversight Board)
 - Report summarizing certain matters required by professional standards to be communicated to the City's Audit Committee to assist in the Committee's oversight responsibility for the City's financial reporting process.
 - Management Letter if considered valuable including findings not otherwise required to be communicated, observations, opinions, comments and recommendations related to:
 - The City's system of internal control based upon the auditors' understanding of the control structure and assessment of control risk.
 - The City's compliance with applicable laws and regulations.
 - The City's accounting systems, functions, procedures and processes, especially with regard to cost effectiveness.
- Audit Comments and Disclosures Required by State Regulation
 - As required by the Minimum Standards for Audits of Oregon Municipal Corporations (Oregon Administrative Rules 162-10-050 through 162-10-320).

f. If applicable, Firm shall issue the following:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards:
Report identifying any deficiencies in internal control over financial reporting that are considered to be significant deficiencies including control deficiencies, significant deficiencies and material weaknesses as defined by AU sec. 325.
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133
 - Report on compliance with requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, Compliance Supplement applicable to each of the City's major federal programs.
- Schedule of Findings and Questioned Costs
 - Report of findings and questioned costs related to the City's financial statements as well as costs and compliance for federal award programs.

3. Firm agrees that the services they have contracted to perform under this contract shall be rendered by them or under the personal supervision of an auditor admitted to the Municipal Roster employed by them, and that the work will be faithfully performed with care and diligence.

4. Should unusual conditions arise or be encountered during the course of the audit whereby the services of Firm are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City, who shall instruct in writing Firm concerning such additional services.

5. The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and all written reports thereon delivered within a reasonable time, but no later than six months, after the close of the audit year covered by this contract, unless extended by mutual agreement.

6. Adequate copies of the auditors' reports on financial statements and related reports and opinions required by professional standards shall be delivered to the City, and their form and content shall be in accordance with and not less than that required by the *Minimum Standards for Audits of Oregon Municipal Corporations*.

7. City acknowledges that it is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the year under audit and the financial condition at the end of that year. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood Firm shall prepare them for the City. The cost of preparing such financial statements shall be in addition to the fee for conducting the audit as set forth herein.

8. All final reports shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the City and shall be fully compatible with such software programs specified by the City, .e.g. Microsoft Word, Microsoft Excel, or such other software program as specified by the City.

9. The Scope of Work is subject to the following restrictions and assumptions:

a. City will prepare the final closing of the books. The City will provide the auditors with a Trial Balance by fund and all of the accounting detail necessary to perform the audit.

b. City will prepare all workpapers requested by the Auditor prior to the start of interim and/or final fieldwork.

c. City will generate the necessary confirmation letters based on templates provided by the auditors.

d. City will prepare the draft ACFR and all related schedules and statements deliverable to the auditor no later than the final day of audit fieldwork. City will also incorporate any agreed upon edits to the draft ACFR to arrive at the final ACFR.

e. City will be available during the audit to assist in providing information, documentation and explanations as needed as well as access to the computer system to view records and print reports. All requests will first be directed to the Finance Director.

f. City will provide the auditor with reasonable workspace including access to the internet, a telephone line, photocopier and fax machine.

g. The Finance Director will provide the auditor with a signed Representation Letter at the conclusion of the audit. If there is any conflict or inconsistency between such Representation Letter and this Agreement, the terms of this Agreement control.

Not to Exceed Price for Proposed Service Schedule

Fiscal Year Ended June 30, 2023						
<u>Key Personnel</u>	<u>F/S Audit</u>	<u>Single Audit</u>	<u>Total Hours</u>	<u>Hourly Rate</u>		<u>Rounded</u>
	<u>Hours</u>	<u>Hours*</u>				<u>Total</u>
Engagement Partners	40	3	43	\$ 325		\$ 14,000
Engagement Manager/In-Charge	60	12	72	225		16,200
Engagement Associates	128	24	152	120		18,200
Clerical/Support Staff	9	1	10	70		600
	<u>237</u>	<u>40</u>	<u>277</u>			<u>\$ 49,000</u>
Not to Exceed Price	<u>\$ 42,350</u>	<u>\$ 6,650</u>				<u>\$ 49,000</u>

* The above hours and pricing includes one single audit major program.

In accordance with the Request for Proposal for Professional Auditing Services issued by the City of Keizer, Oregon, the firm referenced below hereby submits the following cost proposal:

Fiscal Years Ended June 30, 2024 - 2029			
<u>Key Personnel</u>	<u>F/S Audit</u>	<u>Single Audit</u>	<u>Total Hours</u>
	<u>Hours</u>	<u>Hours*</u>	
Engagement Partners	40	3	43
Engagement Manager/In-Charge	60	12	72
Engagement Associates	120	24	144
Clerical/Support Staff	9	1	10
	<u>229</u>	<u>40</u>	<u>269</u>

	Fiscal Years Ending June 30th,					
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Financial Statement Audit	\$ 43,600	\$ 47,100	\$ 50,900	\$ 55,000	\$ 59,400	\$ 64,200
Single Audit Fee*	6,800	7,000	7,200	7,400	7,600	7,800
Cost of Supplies & Materials	-	-	-	-	-	-
Additional Fees (if applicable)**	-	-	-	-	-	-
	<u>\$ 50,400</u>	<u>\$ 54,100</u>	<u>\$ 58,100</u>	<u>\$ 62,400</u>	<u>\$ 67,000</u>	<u>\$ 72,000</u>

* The above hours and pricing includes one single audit major program.



CITY COUNCIL MEETING: Monday December 12, 2022

To: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: Adam J. Brown, City Manager

FROM: Bill Lawyer, Public Works Director

SUBJECT: MUTUAL AID AGREEMENT WITH THE STATE OF OREGON

PROPOSED MOTION:

I move the City Council adopt Resolution R2022-____ Authorizing the Mayor to Enter Into Oregon Public Works Emergency Response Cooperative Assistance Agreement.

I. SUMMARY:

The current Oregon Public Works Emergency Response Cooperative Assistance Agreement initiated in 2017 expires in December 2022. This Agreement allows the City to call upon Public Works Agencies who are members to assist in an emergency. With limited capabilities, it is prudent that the City participate in Mutual Aid Programs. The membership and assistance requests are voluntary.

II. BACKGROUND:

- A. The City of Keizer has participated in this cooperative program since it was initiated in 2013.

III. CURRENT SITUATION:

- A. The agreement is for a five-year term and is up for renewal.
- B. Continuing to participate in this program enables the City to seek assistance from other Public Works agencies State wide during an emergency.

IV. ANALYSIS:

- A. **Financial** – There is no direct fiscal impact participating in this program.
- B. **Timing** – Approval of this request will allow the City to continue our participation in this program.

ALTERNATIVES:

- A. Adopt the attached Resolution.
- B. Take No Action – The City will not have the ability to quickly and seamlessly seek assistance from other Public Works agencies during and emergency.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution R2022-___ authorizing the Mayor to execute Oregon Public Works Emergency Response Cooperative Assistance Agreement.

ATTACHMENTS:

- Resolution R2022-_____ Authorizing the Mayor to Enter Into Oregon Public Works Emergency Response Cooperative Assistance Agreement

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2022-_____

AUTHORIZING THE MAYOR TO ENTER INTO OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

WHEREAS, in 2017 the City of Keizer entered into a mutual aid agreement with other public agencies throughout the State of Oregon for support during emergency situations;

WHEREAS, the agreement was for a period of five years;

WHEREAS, the City has the opportunity to enter into a similar mutual aid agreement for a period of five years;

WHEREAS, the agreement provides a mechanism for immediate response to the requesting agency when the responding agency determines it can provide the needed resources and expertise;

WHEREAS, with limited capabilities it is prudent that the City of Keizer participate in mutual aid programs;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is hereby authorized to execute the Oregon Public Works Emergency Response Cooperative Assistance Agreement, a copy of which is attached hereto 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 _____, 2022.

4
5 SIGNED this _____ day of _____, 2022.
6

7
8
9
10
11
12

Mayor

City Recorder

OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates.

Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

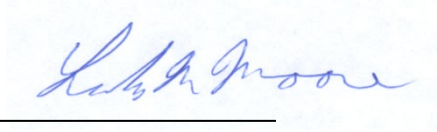
This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



09/03/2020

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):



CITY COUNCIL MEETING: DECEMBER 19, 2022

To: Mayor Clark and City Council Members

THRU: Adam J. Brown, City Manager

FROM: Tracy L. Davis, City Recorder

SUBJECT: **ACCEPTING THE CANVASS OF ELECTION VOTES FROM NOVEMBER 8, 2022 ELECTION**

PROPOSED MOTION:

I move the City Council adopt Resolution R2022 Accepting the Canvass of Election Votes from the November 8, 2022 General Election for the Keizer City Council Positions (Mayor and Positions No. 4, 5, and 6), City of Keizer Measure 24-468 (Establishes a Library Services Fee Within the City of Keizer), and City of Keizer Measure 24-469 (Prohibits Psilocybin-Related Businesses Within the City of Keizer).

I. SUMMARY:

At the general election held on November 8, 2022, the City of Keizer placed on the ballot candidates for the Mayor position and City Councilor positions 4, 5, and 6. The City also referred two measures to the voters; Measure 24-468 Establishing a Library Services Fee Within the City of Keizer and Measure 24-469 Prohibiting Psilocybin-Related Businesses Within the City of Keizer. The City has received the certified abstracts of election results from the Marion County Clerk. ORS 254.565 requires the City Elections Officer to canvass the vote not later than the 40th day after the election.

II. BACKGROUND:

- A. The abstract lists the total number of ballots cast for each candidate/measure but also lists the number of undervotes, overvotes, and miscellaneous write in votes. A vote is counted as an undervote in a race where the voter has voted for less than the contest allowed; i.e. in a contested or untested race, no vote was marked. A vote is counted as an overvote when the voter cast votes for more than the contest allowed.

Canvass of Election Votes – November 8, 2022

December 19, 2022

III. CURRENT SITUATION:

- A. As outlined in the City Charter, the oath of office will be administered to the newly elected City Council members at the first regular meeting in January 2023.
- B. The failure of Measure 24-468 – Establishing a Library Service Fee Within the City of Keizer requires no further action.
- C. The passage of Measure 24-469 – Prohibits Psilocybin-Related Businesses Within the City of Keizer requires notification to the Oregon Health Authority.

IV. ANALYSIS:

- A. **Strategic Impact** – There are no strategic impacts to this action.
- B. **Financial** – There are no financial impacts to this action.
- C. **Timing** – Approval of this Resolution will comply with the Oregon State Statues to meet the 40-day timeline.
- D. **Policy/legal** – Approval of this Resolution will comply with Oregon Election guidelines.

ALTERNATIVES:

- A. Adopt the proposed Resolution.
- B. There are no other alternatives available if the Resolution is not passed

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution R2022 Accepting the Canvass of Election Votes from the November 8, 2022 General Election for the Keizer City Council Positions (Mayor and Positions No. 4, 5, and 6), City of Keizer Measure 24-468 (Establishes a Library Services Fee Within the City of Keizer), and City of Keizer Measure 24-469 (Prohibits Psilocybin-Related Businesses Within the City of Keizer).

ATTACHMENTS:

- Resolution 2022-____
- Certified abstract of election votes from Marion County Clerk Bill Burgess

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2022- _____

3 ACCEPTING THE CANVASS OF ELECTION VOTES FROM THE NOVEMBER 8, 2022
 4 GENERAL ELECTION FOR THE KEIZER CITY COUNCIL POSITIONS (MAYOR AND
 5 POSITIONS NO. 4, 5, AND 6), CITY OF KEIZER MEASURE 24-468 (ESTABLISHES A
 6 LIBRARY SERVICES FEE WITHIN THE CITY OF KEIZER), AND CITY OF KEIZER MEASURE
 7 24-469 (PROHIBITS PSILOCYBIN-RELATED BUSINESSES WITHIN THE CITY OF KEIZER)

8
 9 WHEREAS, at a General Election held in the State of Oregon, County of Marion,
 10 in the City of Keizer on November 8, 2022, the candidates for office of Mayor, City
 11 Council Positions 4, 5, and 6, City of Keizer Measure 24-468 Establishing a Library
 12 Services Fee within the City of Keizer, and City of Keizer Measure 24-469 Prohibiting
 13 Psilocybin-Related Businesses within the City of Keizer were submitted to the voters,
 14 and

15 WHEREAS, the City of Keizer has received the certified abstract of election
 16 results from the Marion County Clerk. The results are as follows:

17		
18	<u>MAYOR</u>	<u>VOTES:</u>
19	Cathy Clark	10,169
20	Undervotes	6,106
21	Overvotes	0
22	Misc. Write In	384
23		
24	<u>COUNCIL POSITION NO. 4</u>	<u>VOTES:</u>
25	Soraida Cross	8,217
26	Anthony J. Rosilez	3,859
27	Undervotes	4,454
28	Overvotes	1
29	Misc. Write In	128
30		
31		
32		

1	<u>COUNCIL POSITION NO. 5</u>	<u>VOTES:</u>
2	Robert Husseman	8,860
3	Undervotes	7,573
4	Overvotes	0
5	Misc. Write In	226

7	<u>COUNCIL POSITION NO. 6</u>	<u>VOTES:</u>
8	Daniel R. Kohler	9,265
9	Undervotes	7,167
10	Overvotes	0
11	Misc. Write In	227

13	<u>CITY OF KEIZER MEASURE 24-468</u>	<u>VOTES:</u>
14	Yes	7,237
15	No	8,762
16	Undervotes	659
17	Overvotes	1
18	Misc. Write In	0

20	<u>CITY OF KEIZER MEASURE 24-469</u>	<u>VOTES:</u>
21	Yes	9,923
22	No	5,901
23	Undervotes	835
24	Overvotes	0
25	Misc. Write In	0

29 **NOW, THEREFORE BE IT RESOLVED** that the attached Canvass of Election Votes
30 for the City of Keizer for Mayor, City Council Positions 4, 5 and 6, City of Keizer Measure
31 24-468, and City of Keizer Measure 24-469, attached hereto as Exhibit "A" and by this
32 reference incorporated herein, be accepted as the final official results.

33 **BE IT FURTHER RESOLVED** that pursuant to the City of Keizer Charter, the oath
34 of office will be administered to the newly elected City Council members at the first
35 regular meeting of the City Council in January 2023.

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

3 **PASSED** this ____ day of _____, 2022.

4 **SIGNED** this ____ day of _____, 2022.

5

6

7

8

9

10

11

Mayor

City Recorder



Marion County
OREGON

COUNTY CLERK 125
Bill Burgess
(503) 588-3579
bburgess@co.marion.or.us

ELECTIONS
(503) 588-5041
Fax: (503) 588-5383
elections@co.marion.or.us

LICENSING AND RECORDING
(503) 588-5226
Fax: (503) 373-4408
recording@co.marion.or.us

ADMINISTRATION
(503) 584-4785
Fax: (503) 373-4408

STATE OF OREGON }
 } **SS.**
COUNTY OF MARION }

CERTIFICATE

I, Bill Burgess, Marion County Clerk and Chief Election Official of Marion County, being first duly sworn, do depose and say:

THAT the attached abstracts are the true and final tallies from Marion County for the November 8, 2022, General Election.

IN WITNESS HERETO I do set my hand this 5th day of December, 2022.

Bill Burgess
Marion County Clerk

City of Keizer Cumulative Results

November 8, 2022 General Election
Ballot Tally

Run Time 1:30 PM
Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

City of Keizer, Mayor - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
Cathy Clark		10,169	100.00%	10,169	100.00%
	Cast Votes:	10,169	100.00%	10,169	100.00%
	Undervotes:	6,106		6,106	
	Overvotes:	0		0	
	Misc. write-in:	384		384	

City of Keizer, Councilor, Position #4 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
Soraida Cross		8,217	68.04%	8,217	68.04%
Anthony J Rosilez		3,859	31.96%	3,859	31.96%
	Cast Votes:	12,076	100.00%	12,076	100.00%
	Undervotes:	4,454		4,454	
	Overvotes:	1		1	
	Misc. write-in:	128		128	

City of Keizer, Councilor, Position #5 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
Robert Husseman		8,860	100.00%	8,860	100.00%
	Cast Votes:	8,860	100.00%	8,860	100.00%
	Undervotes:	7,573		7,573	
	Overvotes:	0		0	
	Misc. write-in:	226		226	

City of Keizer Cumulative Results

November 8, 2022 General Election
Ballot Tally

Run Time 1:30 PM
Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

City of Keizer, Councilor, Position #6 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
Daniel R Kohler		9,265	100.00%	9,265	100.00%
	Cast Votes:	9,265	100.00%	9,265	100.00%
	Undervotes:	7,167		7,167	
	Overvotes:	0		0	
	Misc. write-in:	227		227	

24-468 - Establishes a Library Services Fee within the City of Keizer - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
YES		7,237	45.23%	7,237	45.23%
NO		8,762	54.77%	8,762	54.77%
	Cast Votes:	15,999	100.00%	15,999	100.00%
	Undervotes:	659		659	
	Overvotes:	1		1	
	Misc. write-in:	0		0	

24-469 - Prohibits Psilocybin-Related Businesses within the City of Keizer - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	16,659	26,382	63.15%

Choice	Party	Vote by Mail		Total	
YES		9,923	62.71%	9,923	62.71%
NO		5,901	37.29%	5,901	37.29%
	Cast Votes:	15,824	100.00%	15,824	100.00%
	Undervotes:	835		835	
	Overvotes:	0		0	
	Misc. write-in:	0		0	

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

Run Time

1:33 PM

Run Date

12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters

16659 of 26382 = 63.15%

Precincts Reporting

6 of 6 = 100.00%

City of Keizer, Mayor - Vote for one

Precinct	Cathy Clark	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	1,295	1,295	837	0	46	2,178	2,178	2,879	75.65%
402	2,301	2,301	1,326	0	73	3,700	3,700	5,443	67.98%
403	2,036	2,036	1,186	0	83	3,305	3,305	4,894	67.53%
404	1,657	1,657	1,029	0	61	2,747	2,747	4,431	62.00%
405	2,463	2,463	1,429	0	95	3,987	3,987	7,325	54.43%
406	417	417	299	0	26	742	742	1,410	52.62%
Totals	10,169	10,169	6,106	0	384	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

Run Time 1:33 PM
Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

City of Keizer, Councilor, Position #4 - Vote for one

Precinct	Soraida Cross	Anthony J Rosilez	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	1,080	507	1,587	578	0	13	2,178	2,178	2,879	75.65%
402	1,877	820	2,697	975	0	28	3,700	3,700	5,443	67.98%
403	1,693	704	2,397	886	0	22	3,305	3,305	4,894	67.53%
404	1,320	646	1,966	763	0	18	2,747	2,747	4,431	62.00%
405	1,884	1,008	2,892	1,059	0	36	3,987	3,987	7,325	54.43%
406	363	174	537	193	1	11	742	742	1,410	52.62%
Totals	8,217	3,859	12,076	4,454	1	128	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

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Marion County, Oregon

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

City of Keizer, Councilor, Position #5 - Vote for one

Precinct	Robert Husseman	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	1,106	1,106	1,041	0	31	2,178	2,178	2,879	75.65%
402	1,969	1,969	1,687	0	44	3,700	3,700	5,443	67.98%
403	1,755	1,755	1,507	0	43	3,305	3,305	4,894	67.53%
404	1,438	1,438	1,269	0	40	2,747	2,747	4,431	62.00%
405	2,198	2,198	1,728	0	61	3,987	3,987	7,325	54.43%
406	394	394	341	0	7	742	742	1,410	52.62%
Totals	8,860	8,860	7,573	0	226	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

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Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

City of Keizer, Councilor, Position #6 - Vote for one

Precinct	Daniel R Kohler	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	1,171	1,171	981	0	26	2,178	2,178	2,879	75.65%
402	2,083	2,083	1,569	0	48	3,700	3,700	5,443	67.98%
403	1,837	1,837	1,420	0	48	3,305	3,305	4,894	67.53%
404	1,504	1,504	1,199	0	44	2,747	2,747	4,431	62.00%
405	2,254	2,254	1,681	0	52	3,987	3,987	7,325	54.43%
406	416	416	317	0	9	742	742	1,410	52.62%
Totals	9,265	9,265	7,167	0	227	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

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Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

24-468 - Establishes a Library Services Fee within the City of Keizer - Vote for one

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	867	1,231	2,098	80	0	0	2,178	2,178	2,879	75.65%
402	1,671	1,895	3,566	133	1	0	3,700	3,700	5,443	67.98%
403	1,425	1,741	3,166	139	0	0	3,305	3,305	4,894	67.53%
404	1,167	1,469	2,636	111	0	0	2,747	2,747	4,431	62.00%
405	1,817	2,009	3,826	161	0	0	3,987	3,987	7,325	54.43%
406	290	417	707	35	0	0	742	742	1,410	52.62%
Totals	7,237	8,762	15,999	659	1	0	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

Run Time 1:33 PM
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Marion County, Oregon

General Election Official Ballot

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Official Results

Registered Voters
16659 of 26382 = 63.15%

Precincts Reporting
6 of 6 = 100.00%

24-469 - Prohibits Psilocybin-Related Businesses within the City of Keizer - Vote for one

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
401	1,371	700	2,071	107	0	0	2,178	2,178	2,879	75.65%
402	2,325	1,197	3,522	178	0	0	3,700	3,700	5,443	67.98%
403	2,110	1,014	3,124	181	0	0	3,305	3,305	4,894	67.53%
404	1,539	1,067	2,606	141	0	0	2,747	2,747	4,431	62.00%
405	2,168	1,628	3,796	191	0	0	3,987	3,987	7,325	54.43%
406	410	295	705	37	0	0	742	742	1,410	52.62%
Totals	9,923	5,901	15,824	835	0	0	16,659	16,659	26,382	63.15%

City of Keizer Canvass Results

November 8, 2022 General Election
Ballot Tally

Run Time

1:33 PM

Run Date

12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters

16659 of 26382 = 63.15%

Precincts Reporting

6 of 6 = 100.00%

*** End of report ***



MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Monday, November 28, 2022
Keizer, Oregon

**CALL TO
ORDER**

Mayor Clark called the work session to order at 6:03 p.m. Attendance was taken as follows:

Present:

Cathy Clark, Mayor
Dan Kohler, Councilor
Kyle Juran, Councilor
Shaney Starr, Councilor
Laura Reid, Councilor

Staff Present:

Adam Brown, City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
John Teague, Police Chief
Andrew Copeland, Police
Bill Lawyer, Public Works Director
Tracy Davis, City Recorder

Absent:

Elizabeth Smith, Councilor
Roland Herrera, Councilor

DISCUSSION

**a. Responsible
Dog
Ownership
and Dog
Ownership
Assistance
Programs**

Telma Pombrol, Fences for Fido and Marion County Dog Services, shared information about the mission of the organization including protection, licensing, sheltering and returning or re-homing dogs in Marion County. She noted that volunteers were always needed, shared information about holiday programs and fielded questions regarding the organization, tethering, spay and neutering services, and loose dogs.

Chief Teague noted that if a dog is off-leash in a park, Keizer Police handles the call; if a dog is running 'at large' then Marion County takes care of it. The law requires enforcement by the County, but if it is in a city park, it falls under the City parks rules and is enforced by Keizer Police. Reports should be made through the police non-emergency number unless the dog is dangerous.

He suggested three options: (1) require that dogs are leashed on even numbered days, (2) City assume dog control from Marion County; (3) hire a park ranger to enforce the rules inside parks.

Joy St. Peter, Joys of Living Assistance Dogs, explained how dogs from this organization are trained noting that open spaces are important for training and that fenced dog parks can be stagnant and/or have untrained or unruly dogs in them that cause problems. She voiced support for the leash law but urged that loose open spaces be retained as well.

Discussion then took place regarding loose dogs in school yards, owner liability, enforcement, parks that could accommodate large open spaces for

off-leash dogs, designating areas for off-leash dogs on certain days of the week, dealing with unsavory dog owners, enforcement of park rules, and reporting infractions.

ADJOURN

Mayor Clark adjourned the work session at 7:40 p.m.

APPROVED:

MAYOR:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

~ Absent ~

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____



MINUTES
KEIZER CITY COUNCIL
Monday, December 5, 2022
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Elizabeth Smith, Councilor
Laura Reid, Councilor
Shaney Starr, Councilor
Kyle Juran, Councilor
Daniel Kohler, Councilor
Roland Herrera, Councilor
Youth Councilor Angelica Sarmiento Avendano

Staff:

Adam Brown, City Manager
Shannon Johnson, City Attorney
Shane Witham, Planning Director
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

**SPECIAL ORDERS
OF BUSINESS**

2023 United States of America Miss Oregon Kira Johnson and 2022 United States of America Miss Oregon Sofia Boru: Miss Johnson explained that her platform involves helping youth and adults understand the opioid and fentanyl crisis and making harm reduction a priority. Miss Boru thanked Keizer for their assistance over the past year, noted that she focused on prevention of domestic violence during her reign and shared information about her current mentoring efforts.

PROCLAMATION – Human Rights Day: Mayor Clark read the proclamation. There was no one in the audience to accept it.

2022 Holiday Card Winner Presentation – Opal Fricke: A video showing Opal Fricke, winner of the 2022 Holiday Card Art contest, was shown. Councilor Reid announced that the 2023 contest is now open and urged everyone to check out the display case showing past winning cards.

Staff shared information about the trees in the lobby decorated by Police, Public Works, Finance, Planning, Human Resources and City Recorder Office.

**COMMITTEE
REPORTS**

City Recorder Tracy Davis summarized her staff report.

Councilor Smith moved that the Keizer City Council accept the Volunteer

**a. Volunteer
Coordinating
Committee
Recommendations
for Appointment**

Coordinating Committee recommended appointments of Tanya Hamilton, Mike Pantalone and Gwen Carr to positions 1, 2 and 3 respectively on the Parks Advisory Board, and Brenda Lamb and Hersch Sangster to positions 1 and 2 respectively on the Traffic Safety-Bikeways-Pedestrian Committee, all terms expiring December 31, 2025. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Reid gave the Keizer Public Arts Commission report including the status of Rosalie's Cows and efforts to maintain the cultural history poles and Sasquatch in Keizer Rapids Park and urged anyone interested to submit art for the 2023 Holiday Card.

PUBLIC COMMENT Mayor Clark acknowledged written comments received from numerous residents on Mistwood and Meadowlark and *Dale and Alice Koger, Sarah Diehm, Melissa Carter, Derek Settlemoir, and Rosalie Gossman* regarding the Miracle of Lights Christmas Lights Display route.

John Misener, Diane Dodson, Noah Seitz and Sarah Greenleaf, Keizer, expressed opposition the proposed route change to include the Mistwood Meadowlark loop for the Miracle of Lights because of increased traffic, safety and the inability of some of the elderly residents on the loop to decorate their homes.

Allison Coriano provided some history related to the decision to change the route and collection point and volunteered to host the collection tent on her parents' property on 14th next year.

Lengthy discussion took place regarding the permitting process, organization of the event, involving more residents in the decision-making process and traffic impacts. Mayor Clark asked staff to re-evaluate the approval process for permits in residential areas to ensure that all residents are allowed input. City Manager Adam Brown explained that he had told the organizers that the route could be changed and the City would expedite approval.

City Attorney Shannon Johnson verified that it was the consensus of Council to (1) ask staff to work with the organizers to change the route this year, pointing out that that would be the appropriate thing to do, and (2) look at the current ordinance with regard to the criteria and make recommendations to Council on whether or not they want to change it.

Mayor Clark added that Council also urges neighbors to get involved with their neighborhood association to work together toward common interests.

PUBLIC HEARING
a. Solid Waste
Rate Proposal

Mayor Clark opened the Public Hearing.

City Manager Adam Brown summarized the staff report.

Dr. Estele Harlan, consultant for Valley Solid Waste Management and Loren's Sanitation and *Kevin Gienger*, CPA, provided details on costs related to solid waste disposal including labor and fees and fielded questions regarding the proposed increase and rates in other cities.

John Sullivan also fielded questions regarding low-income programs offered by the haulers. He noted that the program is not set up for Keizer at this time but could be set up quickly.

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

Councilor Smith moved that the Keizer City Council direct staff to prepare an Order to change the 2023 solid waste hauling rates for council consideration. Councilor Reid seconded.

Councilor Starr proposed a friendly amendment that the order be contingent on receiving information on low income and fixed income programs. Councilor Smith and Reid accepted the amendment.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Keizer
Development
Code
Amendment –
Stormwater
Management

Mayor Clark opened the Public Hearing.

Planning Director Shane Witham summarized his staff report.

With no further testimony Mayor Clark closed the public hearing.

Councilor Smith moved that the Keizer City Council direct staff to prepare and ordinance with findings to adopt the proposed revisions to the Keizer Development Code pertaining to Stormwater Management. Councilor Reid seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE
ACTION

None

CONSENT
CALENDAR

A. RESOLUTION – Extending City Manager's Employment Agreement (2023-2024)

B. Approval of November 21, 2022 Regular Session Minutes

Councilor Smith moved that the Keizer City Council approve the Consent Calendar. Councilor Reid seconded. Motion passed unanimously as

follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS None

STAFF UPDATES Mr. Brown reported that staff would meet to discuss permit process. The fear is that this would be the ultimate death of the Miracle of Christmas and the food/money donations.

Chief Teague announced Coffee with a Cop and Holiday Light Parade road closures. He noted that enforcement has been increased to cite vehicles that go past school buses illegally on River Road.

Regarding remedy of substandard repairs on Windsor Island Road Public Works Director Bill Lawyer noted that he has been working with the contractor but does not have confirmation on the schedule for those improvements.

COUNCIL MEMBER REPORTS Councilor Juran announced that there will be four food carts along the parade route on Saturday.

Councilor Starr announced various holiday events and reported on recent events she had attended.

Councilor Smith shared information about holiday events taking place in Detroit and thanked Keizer volunteers for setting a good example of good things for the community.

Councilor Kohler reported on events and meetings in which he had participated and announced upcoming ones. He noted that 270 food boxes will be delivered this year.

Councilor Reid shared information about events she had attended, announced upcoming holiday events and reported that preliminary discussions are underway for planning the City's 40th birthday celebration.

Councilor Herrera reported on meetings and events he had attended, congratulated Bob Salazar who is a new member of the School Board, and noted that he is winding down his career and looking forward to his last Council meeting.

Youth Councilor Sarmiento shared information about various events coming up at McNary including concerts, sports, the Mary Poppins musical in February and the Adopt a Celt program.

Mayor Clark reported on meetings and events she had attended, urged everyone to volunteer for the Point In Time survey and announced upcoming holiday events.

AGENDA INPUT

- December 12, 2022 – 6:00 p.m. ~ City Council Work Session
 - Bi-Annual Meeting with outgoing/incoming Council
- December 14, 2022 – 7:30 a.m. ~ City Council Work Session
 - Chemeketa Community College Agricultural Center Tour
- December 19, 2022 – 7:00 p.m. ~ City Council Regular Session
- January 3, 2023 – 7:00 p.m. (Tuesday) ~ City Council Regular Session
 - City Council Oath of Office
- January 9, 2023 – 6:00 p.m. ~ City Council Work Session

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:23 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Laura Reid

Councilor #4 – Roland Herrera

Councilor #2 – Shaney Starr

Councilor #5 – Elizabeth Smith

Councilor #3 – Kyle Juran

Councilor #6 – Daniel R. Kohler

Minutes approved: _____