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

A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

November 7, 2011
5:45 p.m.
Keizer Civic Center - Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

   This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. **PUBLIC HEARING**

5. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Recommending to the City Council approval of Substantial Amendment (Ninth Amendment) to the North River Road Economic Development Area Urban Renewal Plan (Maximum Indebtedness and Changes to Project)**

6. **CONSENT CALENDAR**

   a. **Approval of October 10, 2011 Urban Renewal Agency/City Council Joint Work Session Minutes**

   b. **Approval of October 17, 2011 Urban Renewal Agency Minutes**

7. **OTHER BUSINESS**

   This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8 **AGENDA INPUT**

9. **ADJOURN**

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at (503) 390-3700 at least two working days (48 hours) in advance.

To: Keizer Urban Renewal Agency

From: Chris Eppley, City Manager, E. Shannon Johnson, City Attorney, Susan Gahlsdorf, CPA, Finance Director

Re: North River Road Economic Development Area Amendment

Date: November 7, 2011

I. PURPOSE

This is a proposed substantial Urban Renewal Plan Amendment (Proposed Amendment) to the North River Road Economic Development Area Urban Renewal Plan (Plan) to increase the financial capacity of the Plan (maximum indebtedness[1]) and for making changes to a project or program that differs substantially from a project or program in the Plan and is estimated to cost in excess of the equivalent of $500,000 in second quarter 1996 dollars over the duration of the Plan.The Proposed Amendment also makes changes to sections of the Plan to update it to be in conformance with present statutory changes, comprehensive plan and zoning changes and urban renewal best practices. The Keizer Urban Renewal Agency (Agency) is being asked to forward the Proposed Amendment and the Council Approved Amendment to the City Council and recommend that the City Council adopt the Proposed Amendment and the Council Approved Amendment.

II. BACKGROUND

In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Attachment 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID Area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment because the bonds are backed by the full faith and credit of the City of Keizer.

[1] Maximum indebtedness is the limit on an urban renewal plan for how much can be spent on projects and programs throughout the life of the plan. In accordance with state law, every urban renewal district has a maximum indebtedness.

The City's debt was structured so that the property owners' payments would be sufficient to pay down principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal or model (Model) assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. As of this writing, the assessments for five parcels are currently over one year past due. See Attachment #1 – Keizer Station Area A, Properties in Default.

The City has been advised by K & L Gates (representing the City as bond counsel) that it could use tax increment financing from the existing urban renewal area to support the City's commitment to the LID. The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is consulting and conferring with the affected taxing jurisdictions to gain their concurrence with this amendment. The Agency is proposing to refund to the affected taxing jurisdictions the specific amounts foregone under this extension of the Area with any future proceeds from a potential foreclosure of the properties in default, after paying for any fees and administrative expenses of the foreclosure.

III. PROPOSED AMENDMENTS TO NORTH RIVER ROAD ECONOMIC DEVELOPMENT AREA URBAN RENEWAL PLAN

The Proposed Amendment is considered to be a substantial amendment, which requires the same procedure for adoption as a new Urban Renewal Plan, because it proposes increasing the maximum indebtedness of the district by $5,763,507, bringing the total maximum indebtedness from $45,890,384 up to $51,653,891. There are also other changes to the Plan to bring it up to date with current best practices. The significant changes are:

- Increasing the maximum indebtedness;
- Updating the section in the Plan on conformance with the City's Comprehensive Plan;
- Changing the Substantial Amendments section of the Plan to include a requirement that the new revenue under the maximum indebtedness is used by the Agency to address the issues of the LID;
- Modifying a project in the Plan to allow the Agency to assist in the financing of the LID.
- Providing for Acquisition of the properties in default on the LID

The Proposed Amendment is attached to the enclosed Resolution.

An updated Report (attached to the enclosed Resolution) accompanies the Proposed Amendment. It follows the requirements of ORS 457 and analyzes, among other things, the continued existence of blight in the Area and the financial feasibility of increasing the maximum indebtedness.

IV. PROCESS FOR NORTH RIVER ROAD ECONOMIC DEVELOPMENT AREA PROPOSED AMENDMENT

The process of adopting a substantial amendment to the North River Road Economic Development Area Urban Renewal Plan consists of the following steps:

- Preparation of a Proposed Amendment, including the opportunity for citizen involvement.
- The written concurrence of those taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the North River Road Economic Development Area Urban Renewal Area for the increase in maximum indebtedness.
- Forwarding a copy of the Proposed Amendment and the Report to the governing body of each taxing district. (The taxing districts letters were sent out on October 26, 2011.)
- Review and recommendation by the Planning Commission. (The Keizer Planning Commission review is scheduled for November 9, 2011.)
- Urban Renewal Agency review of the Proposed Amendment and accompanying Report and recommendation to forward the Proposed Amendment to City Council for adoption. (Scheduled for November 7, 2011 – tonight's action)
- Notice to all citizens of Keizer of a hearing before the City Council. (Notice will be provided by mailing to a list as specified in ORS 457.120 by November 4, 2011.)
- Hearing by City Council and adoption of the Proposed Amendment and accompanying Report by a non-emergency ordinance. The hearing and date set for vote by City Council is scheduled for November 21, 2011. The ordinance must be a non-emergency ordinance, which means that the ordinance does not take effect until 30 days after its approval and during that period of time may be referred to Keizer voters if a sufficient number of signatures are obtained on a referral petition.

V. STAFF RECOMMENDATION

Staff recommends that the Keizer Urban Renewal Agency forward the North River Road Economic Development Area Urban Renewal Plan Proposed Amendment and Report on the North River Road Economic Development Area Urban Renewal Plan Proposed Amendment to the Keizer City Council and recommend approval of the Proposed Amendment.


Exhibit '1'
Keizer Station Area A
Properties in Default

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

Resolution UR2011-_____

RECOMMENDING TO THE CITY COUNCIL APPROVAL OF SUBSTANTIAL AMENDMENT (NINTH AMENDMENT) TO THE NORTH RIVER ROAD ECONOMIC DEVELOPMENT AREA URBAN RENEWAL PLAN (MAXIMUM INDEBTEDNESS AND CHANGES TO PROJECT)

WHEREAS, the Keizer Urban Renewal Agency (the "Agency") has prepared a substantial amendment to the North River Road Economic Development Area Urban Renewal Plan (the "Plan"), a copy of which and its accompanying Report are attached hereto and by this reference incorporated herein;

WHEREAS, such amended Plan and its accompanying Report have been prepared in accordance with the requirements of ORS 457.085;

WHEREAS, the amended Plan and Report will be presented to the Planning Commission for review and comment in accordance with ORS 457.085(4);

WHEREAS, the amended Plan and Report have been forwarded to the governing body of each taxing district affected by the Plan in accordance with ORS 457.085(5);

WHEREAS, the Agency has reviewed this amended Plan (Ninth Amendment) and supporting Report and the Agency finds this amended Plan should be adopted and approved;

NOW, THEREFORE,

THE KEIZER URBAN RENEWAL AGENCY DOES RESOLVE AS FOLLOWS:

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

Section 1. The Agency directs that this Resolution be provided to the City Council, and that the City Council conduct a public hearing to adopt this Ninth Amendment to the North River Road Economic Development Area Urban Renewal Plan.

Section 2. The Agency recommends the Ninth Amendment attached hereto be approved.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Agency Chair

____
City Recorder

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

Ninth Amendment to the North River Road Economic Development Area Urban Renewal Plan

November 21, 2011

Background: In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Exhibit 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID Area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment since the bonds are backed by the full faith and credit of the City of Keizer.

The City's debt was structured so that the property owner's payments would be sufficient to pay down principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal or model (Model) assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. However, property owners of five of the LID parcels have failed to make payments on their assessments.

The City has been advised by K & L Gates (representing the City as bond counsel) that it could use tax increment financing from the existing urban renewal area to support the City's commitment on the LID. The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan (Plan) to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is consulting and conferring with the affected taxing jurisdictions to gain their concurrence to this amendment. The City is proposing to refund to the affected taxing jurisdictions the specific amounts foregone under this extension of the Area with any future proceeds from a potential foreclosure of the properties in default, after paying for any fees and administrative expenses of the foreclosure.

The Ninth Amendment also makes changes to sections of the Plan to update it to be in conformance with present statutory changes, comprehensive plan and zoning changes and urban renewal best practices. Deletions are shown by ~~cross outs~~ and insertions are shown by *italics* except for Section 400, which is noted within the section.

The Ninth Amendment makes the following changes:

Section 400 - Relationship to Local Objectives:

The purpose of this renewal plan is to eliminate blighting influences found in the Renewal Area, to implement goals and objectives of Keizer's Comprehensive Plan, and to implement development strategies and objectives for the North River Road Urban Renewal Area, and for the ~~Chemawa Activity Center~~ *Keizer Station Activity Center.*

Insert after the second paragraph in Section 400 A.

As part of the consideration of a substantial amendment to the North River Road Economic Development Area Urban Renewal Plan (Plan), the section in the existing Plan is being updated to reflect current best practices. The following language (this added section will not be shown in italics, as italics are used within the section) will be inserted into the Plan:

The Keizer 2010 Comprehensive Plan is illustrated by the Comprehensive Plan Map, which is incorporated as part of the Plan. The various areas appearing on the map represent the land use classifications which have been developed for residential, commercial, industrial, and public and environmental areas.

This section will identify each applicable goal in the Keizer Comprehensive Plan and state how the urban renewal plan conforms with the Keizer Comprehensive Plan. Text taken directly from the Comprehensive Plan will be in *italics*. The most specific applications to the Proposed Amendment are the goals under the Economic, Commercial and Industrial Development section of the Comprehensive Plan.

1. Economic, Commercial and Industrial Development

1a. Goal a(1): *"Broaden, improve and diversify the Keizer economy while maintaining or enhancing its environment."*

Findings: The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses in the area. The urban renewal district has helped to develop the Keizer Station, which has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These businesses are mostly businesses which were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, the funding of urban renewal grants along River Road has resulted in numerous examples of new businesses, such as the Keizer Plaza, which is locating there specifically due to the availability of grant funding to offset the cost of development of the site. Therefore, the urban renewal plan conforms with this goal.

1b.Goal a(7): *"Encourage public and private efforts to increase economic development in Keizer. To the extent possible, such development should use local capital, labor, and management."*

Findings: The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses. The urban renewal district has helped to develop the Keizer Station, which has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and these have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These businesses are mostly businesses which were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, the funding of urban renewal grants along River Road has resulted in numerous examples of new businesses, such as the Keizer Plaza, which is locating there specifically due to the availability of grant funding to offset the cost of development of the site. Encouraging these private development efforts conforms with the City's Comprehensive Plan.

The urban renewal district allows the Keizer Urban Renewal Board and the Urban Renewal Agency to continue to work with groups such as the Chamber of Commerce to increase the economic development opportunities within Keizer. Keizer does not have an administrative division that deals primarily with business development issues, and so must utilize other existing organizations such the Chamber of Commerce and/or Rotary to work towards identifying issues that may be of importance to the business sector. One of the benefits of the urban renewal board is that it can be a facilitator in the discussion of issues such as increasing economic development.

This coordination and cooperation of the City with other private and public entities shows the Plan conforms within the Comprehensive Plan.

1c.Policy 4: *"Provide as funds allow, necessary public facilities and programs to encourage new industrial and other economic development and the expansion of existing industry and business."*

Findings: One of the major activities of the urban renewal district is the establishment of the Keizer Urban Renewal board that recommends to the Urban Renewal Agency the authorization of funds for commercial properties seeking grants for landscaping or façade improvements within the district. This program was designed to highlight, enhance and attract businesses along River Road. This was in response to the concerns raised that, with the pending development of the Keizer Station, additional attention should be focused along River Road in an effort to keep this commercial area viable. The chosen method was to encourage the beautification of properties along River Road by installing separated sidewalks and increased landscaping. In addition to the aesthetic enhancement, the sidewalk relocation projects resulted in increased safety for pedestrians along River Road as the sidewalk is pulled back from the curb of the street. This program has resulted in 31 projects being awarded urban renewal funding of approximately $832,000 since the program's inception in 1996, and has been considered to be very successful.

In addition, urban renewal funds were used to provide necessary public facilities in the development of the Keizer Station. The City's coordination of the LID for infrastructure improvements in the Keizer Station as a project in the Plan has encouraged economic development in the plan area. The Plan conforms to this section of the Comprehensive Plan.

1d.Specific Policy 4: *"Work with the Keizer Merchants Association and other business groups to encourage cooperation among commercial enterprises along North River Road and Cherry Avenue in establishing guidelines, goals and funding sources for public and private improvements."*

Findings: The urban renewal district is a vehicle for both the Chamber of Commerce and other business associations to work with the city on implementing a number of ideas that support commercial activity along River Road. Both the urban renewal board and the urban renewal agency have had public hearing and public meeting on issues that are considered to be important to the Chamber of Commerce and or other business groups. An example is the recent request of the Chamber of Commerce to seek funding for a visitor center /chamber office and a prior request to consider the placing of a banner above River Road that could used to support various civic functions. The Plan conforms to this section of the Comprehensive Plan.

This urban renewal district extension will comply with other sections of the comprehensive plan including:

2. **Citizen Involvement**: *General Goals*
   1) *Provide for widespread citizen involvement.*
   2) *Assure effective two-way communication with citizens.*
   3) *Provide the opportunity for citizens to be involved in all phases of the planning process.*
   4) *Assure that technical information is available in an understandable form.*
   5) *Assure that citizens will receive a response from policymakers.*
   6) *Insure funding for the citizen involvement program.*

The adoption of an amendment will require notice to interested parties and a public decision-making process involving public hearings, deliberation, and ordinance adoption. A public meeting will be scheduled before the planning commission and a public hearing in front of the city council. This process is consistent with the provision for providing an opportunity for citizens to be involved in all phases of this planning process as required by this goal and with implementing administrative rules within Oregon Administrative Rules.

3. Land Use Planning: This proposal will be conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Public hearings will be conducted before both the planning commission and city council where an opportunity for both verbal and written testimony will be provided.

4. Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits there are two zones, Exclusive Farm Use (EFU) and Special Agriculture (SA), which are designated to allow commercial agricultural uses. The proposal involves an urban renewal district that is within the boundaries of the city limits of Keizer. It will not affect either the EFU or the SA zoned lands or lawful uses occurring on those lands. Therefore, the proposal will comply with the Farm Land Goal and with any implementing administrative rules.

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

6. 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 established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. The proposed urban renewal district extension will not affect any of the city's natural resources protection regulations nor the lawful use of any properties that are within this overlay zone.

7. 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. New construction is required to be connected to the established sanitary sewer system, thereby reducing the likelihood of groundwater contamination from failing on-site septic systems. The city has storm water regulations that are written to maintain water quality in the Willamette River and local streams. Land quality is preserved through the city's erosion control regulations and through zoning code development regulations. Air quality is preserved through the city's development code regulations that limit certain types of uses in certain zones. Primarily, air quality regulations will continue to be enforced by the appropriate state agencies that govern air emission standards. The urban renewal district extension will have no impact on the quality of water, land, or air resources, and so complies with this goal and with the administrative rules that implement this goal.

8. 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 inside the city limits. A floodplain is the area that is adjacent to a body of water which may be subject to periodic inundation. 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. With the exception of areas removed from the 100-year floodplain through the Letter of Map Amendment the 100-year floodplain is the area of greatest concern. This area is referred to as a 100-year floodplain it is because it has a statistical probability of having a 1% chance of flooding in any one year. The last major 100 year flood event was the 1964 flood. By contrast, the 1996 flood was not a 100 year flood event for Keizer, although clearly there was a significant amount of water flowing through parts of Keizer during that flood event. 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. Only in the area identified as a floodway will most forms of development be prohibited. The floodway is identified as the general channel(s) of rivers and streams that, during a flood event, will experience very significant water depth and velocity flows. The revision will neither impact this goal nor any administrative rules.

9. 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 the parks, playgrounds, and other recreational opportunities within the city limits and also plans for the city's future park and recreation needs. The proposed urban renewal district extension will not have any impact on the recreational activities or uses that occur on any park land within the city. Therefore, the amendment will not impact either this goal or any administrative rules that implement it.

10. Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. The city is currently engaged with Marion and Polk Counties and with the City of Salem to conduct an economic opportunity analysis for the Salem – Keizer regional area. The intent of this study is to identify potential economic opportunities facing the region so as to better plan to take advantage of these economic opportunities. A follow up to that study will be for the city to adopt its own local economic opportunities analysis which will be geared specifically to economic opportunities facing Keizer. The proposed urban renewal district extension will not have any impact on the city economic development plans. Therefore, the proposal is consistent with this goal and with all administrative rules.

11. Housing: This goal requires the city to plan and provide for the housing needs of its residents. The city is currently engaged with the City of Salem to conduct a planning study of buildable lands and housing needs analysis for the Salem – Keizer regional area. A follow up to that study will be for the city to adopt its own local housing needs analysis which will be geared specifically to Keizer. The intent of the proposed urban renewal district extension will not impact either this goal or any related rules.

12. 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, sanitary sewer, has an established street system, administrative and police and public safety also are provided by the city. Fire protection services will continue to be provided by the Keizer Fire District or Marion County Fire District #1 depending on which district property is located. One of the issues in the Ninth Amendment is protection of the City's financial health. Addressing the potential default of the LID will enable the City to keep on top of a potential future problem and prevent a major financial burden to the City's general fund in the future. The urban renewal district extension will comply with this goal and all administrative rules.

13. 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. The issue to be addressed in the Ninth Amendment is the funding source for a major transportation project in the area. The ability to complete the project allowed for the development of Keizer Station Activity Center and the resulting positive economic impact on the City. The proposed urban renewal district extension will address the funding source of a major transportation system. Otherwise, it will not affect either this goal or any rules.

14. 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 urban renewal district extension will have not impact this goal nor any of the implementing administrative rules.

15. 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 will have no impact on the intent of this goal as it only will involve land that is within the city limits and not the use of land being transitioned from rural to urbanized uses.

16. Willamette River: This goal seeks to protect, conserve, maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed urban renewal district extension will not impact the Willamette River. The revision will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and so this goal is not applicable.

Given a review of the goals of the Keizer Comprehensive Plan, the substantial amendment to the North River Road Economic Development Area Urban Renewal Plan conforms with the City of Keizer Comprehensive Plan.

A-2. KEIZER ZONING ORDINANCE

The City's zoning ordinance implements the comprehensive plan. No new projects are proposed and the existing projects conform with the zoning designations in the existing Plan.

A-3. KEIZER STATION PLAN

The Keizer Station Plan was originally adopted by the Keizer City Council on February 3, 2003 and has been amended three times in July of 2007, April of 2010 and June of 2010. The goals of the Keizer Station Plan are:

Establish a northern gateway into the Keizer area;
Provide an opportunity for multi-modal transportation options;
Provide the opportunity to live, work and shop in close proximity to the Center;
Enhance the economic activity within the community without threatening the economic health and redevelopment activities along the River Road and Cherry Avenue corridors;
Provide an appropriate site for community facilities;
Offer a source of employment, including family wage jobs; and
Be a Source of Pride.

The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses. The urban renewal district has helped to develop the Keizer Station and has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These new businesses are mostly businesses that were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, with the funding of urban renewal grants along River Road, there are numerous examples of new businesses, such as the Keizer plaza, locating there specifically due to the availability of grant funding to offset the cost of development of the site. Therefore, the proposed urban renewal district extension will conform with the goals of the Keizer Station Plan.

Section 400 B. Renewal Project Objectives
14. Make improvements required to assist in development and implementation of the ~~Chemawa Activity Center~~ *Keizer Station Activity Center.*

Section 400 - Relationship to Local Objectives

C. Renewal Area Strategy

4. In the mid to long term, support the redevelopment of the area designated as the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* for public, industrial, and commercial uses.

Section 500 - Proposed Land Uses

A. Land Use Plan
   1. City of Keizer Comprehensive Plan

      Activity Centers. The AC is an overlay district whose purpose is to encourage a mix of intensive land uses emphasizing transit and pedestrian activity, and to allow flexibility of development regulations. An AC designation is located at the McNary Activity Center, northwest of the N. River Road/Lockhaven Drive intersection. The primary uses identified are retail-office center, park and open space lands, medium and high density residential.

      Civic. Government offices and facilities are included in this category, shown on the diagram in symbol form. Civic facilities should conform to underlying zoning requirements.

      Parks and Open Spaces. Publicly owned neighborhood and community park sites, and dedicated open spaces. The public facilities section contains standards and specific policies. The plan diagram indicates future park sites as a symbol, requiring site-specific studies and available funding to determine the exact size and location.

      Medium Density Residential.
      1) Allow a mix of housing types in this category at a density averaging from 6 to 10 dwelling units per acre. Identify criteria and location for this category in the zoning ordinance.
      2) Allow detached, attached, duplex, and multiple family housing in this category.
      3) Schools, neighborhood shopping facilities, parks and churches are allowed in this category subject to conditional use criteria in the zoning ordinance.

      Mixed Use. Provide areas intended for development that combines commercial and residential uses in a single building or complex. These areas will allow increased development on busier streets without fostering a strip commercial appearance. The designation encourages the formation of neighborhood "nodes" of activity where residential and commercial uses mix in a harmonious manner. This development type will support transit use, provide a buffer between busy streets and residential neighborhoods, and *provide new housing opportunities in the City. The emphasis of the nonresidential uses is primarily on locally oriented retail, service, and office uses. Commercial development may occur within the same building or complex as residential development. Clusters of residential and commercial uses around landscaping features or parking areas will also occur. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses.*

Special Planning District. For properties located within the Keizer Station Plan which are identified for a mix of commercial and industrial development, the Comprehensive Plan map designation shall be Special Planning District (SPD). The SPD is designated to:
(a) Provide for a mix of commercial and industrial development.
(b) Identify Special Planning District in northeast sector of Keizer.
(c) Provide opportunity for employment area service center to develop within the district.
(d) Allowed uses are to be comparable to industrial business park uses and commercial uses to service employment area service center and the traveling public as described in III.D.2.d.(2) of this plan.
(e) Encourage commercial and industrial economic opportunities within Specific Policy Areas as depicted in III.C.3.a.(7).(b) and III.C.4.d.(2) of this Plan.

~~100-Year Floodplain. An overlay district and zoning designation apply to the 100-year floodplain. A portion of the Claggett Creek drainage is included in this overlay.~~

2. City of Keizer Zoning Classifications.

~~High Density Residential. The RH zone allows multiple family dwellings on a lot at high densities. This zone is used in areas designated MHDR in the Comprehensive Plan.~~

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

<u>Commercial Mixed Use – Limited Use Overlay</u>. The purpose of the Limited Use Overlay Zone is to reduce the list of permitted uses in a zone to those that are suitable for a particular location. Zones permit a number of uses without notification or opportunity for a hearing. These uses are included in the zone because they are considered basically equivalent in terms of the type and intensity of activity. However, on a particular property certain permitted uses may conflict with adjacent land uses. Rather than deny appropriate permitted uses because the proposed zone would permit an objectionable use, the Limited Use Overlay can be used to identify the appropriate uses and require a conditional use permit for other uses normally permitted in the zone. It is the intent that the maximum number of acceptable uses be permitted so that the use of the property is not unnecessarily limited. (5/98)

<u>General Employment</u>. 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)

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

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

oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses. (4/08)
The Mixed Use zone is suitable for the Medium Density Residential, Medium-High Density Residential and Mixed Use Comprehensive Plan designations. (5/98)

~~Urban Transition. The UT zone is used for areas where urban facilities are not provided. The zone permits continuation of established uses which will not interfere with the later use for urban development consistent with the Comprehensive Plan. The UT zone is used in all Comprehensive Plan designations where the full development of the planned uses are not possible due to inadequate public facilities.~~

~~Flood Plain Overlay. This overlay zone is used to restrict and manage development within the 100-year flood plain, and applies to areas designated 100-Year Floodplain in the Comprehensive Plan.~~

Section 700 - Description of Projects to be Undertaken

A. 3. ~~Chemawa Activity Area~~ *Keizer Station Activity Center*
The Agency will assist in the financing of the transportation system in this area through support for the financing of the Local Improvement District in place for infrastructure improvements within the area.

B. 1. c. Distribution System – Area A – A 12 inch water main is to be extended along Tepper Lane into the Activity Center. This line will extend south through the ~~Center~~ *Keizer Station Activity Center* serving all properties. It will be of adequate capacity for most potential users. If a high water consuming user locates in the ~~Center~~ *Keizer Station Activity Center*, an additional well may be necessary.

2. f. Area B Trunk – Drainage for Area B of the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* will be extended from the west. Area B of the ~~Activity Center~~ *Keizer Station Activity Center* area is shown in the map attached as Exhibit B of this Plan.

3.c. Trunk Line through Area A – A sewer trunk line sufficient to service the area will be extended from its current location northwest of the ~~Center~~ *Keizer Station Activity Center* along its northern boundary and then south through the site generally following the new Radiant Drive alignment.

C. 3. b. Construction of a parking lot to serve the stadium and other uses in the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* area.

F. *3. The following additional properties are identified in the Ninth Amendment for acquisition by the Agency:*

Tax Map No.	*Tax Lot*
063W36A	*04200*
063W36A	*04000*
063W25	*04500*
063W25	*04200*
063W36A	*02800*

Schedule: The Agency proposes to commence acquisition of the properties within two years from the date of approval of the amendment and to complete acquisition within four years from such approval, depending on the potential issues encountered with foreclosure or condemnation. The ultimate disposition of the properties is to be by future sale. The properties are anticipated to be sold within ten years of the approval of the Ninth Amendment.

Section 1000 - Future Amendments

B. Substantial Amendments
2. ~~Extending the date in section 1102 of this plan, after which no bonded indebtedness shall be issued with respect to the plan or any project undertaken with respect to the plan~~.
Inserting
2. The maximum indebtedness increase authorized in the 9th Amendment will be used solely for the purposes of addressing the potential default by property owners in making payments on account of the Local Improvement District in the Keizer Station Activity Center, and the City of Keizer and Keizer Urban Renewal Agency costs and fees in the administration and issues dealing with the default of this LID. Any use of the authorized increase in funds for a purpose other than the resolution of the LID default and associated fees and expenses of the LID will require an additional substantial amendment to the plan.

The affected taxing jurisdictions shall be reimbursed some or all of their foregone revenue caused by the increase of the maximum indebtedness authorized by the 9th Amendment) as follows:

a. "Foregone revenue" is the property tax revenue that a taxing district will not collect due specifically to the increase in maximum indebtedness authorized by the 9th Amendment and the resulting delay in the termination of collection of tax increment by the Urban Renewal Agency as called for in the 9th Amendment.

b. The source of the reimbursement funds are limited to the net proceeds of the sale of real property that is acquired by the Urban Renewal Agency or the City of Keizer as a result of Keizer Station Area A Local Improvement District foreclosure or voluntary conveyances of such properties in default. "Net proceeds" are those proceeds remaining from the sale after payment of all *reasonable and customary costs of sale and payment of senior liens, including property taxes owing and any remaining LID assessments against any of the defaulting properties not already paid with Urban Renewal funds as called for in this 9th Amendment and City of Keizer and Keizer Urban Renewal Agency administrative costs.*

c. As each property described in Subsection 2 above is sold, the net proceeds will be distributed to the affected taxing jurisdictions in proportionate shares based on the ratio of each jurisdiction's permanent rate to the total permanent rates imposed by all taxing districts in the urban renewal area. The proportionate share for Salem-Keizer School District 24J shall be paid to the State of Oregon to the degree that the State paid to the school district the amount of the school district's foregone revenue.

d. Reimbursement shall include interest at the rate of 4% per annum from December 31st of the year revenue is foregone to the 1st of the month in which payment is made. All properties shall be sold and proceeds disbursed no later than ten (10) years after the effective date of the Ninth Amendment to this Plan.

e. In no event shall the Urban Renewal Agency or the City of Keizer be responsible for reimbursement other than as stated above.

Section 1101- Annual Financial Report

~~By August 1 each year~~ *Not later than January 31 of each year*, the renewal agency will prepare a statement showing:

Add:

The statement shall be filed with the governing body of the municipality. Notice shall be published that the statement has been prepared and is available to all interested parties. The notice shall be published once a week for not less than two successive weeks before March 1 of the year in which the statement is filed, in accordance with ORS 457.115. The notice shall summarize the information required in ORS 457.460(1)(a) to (d) and shall set forth in full the information required under subsection ORS457.460(1)(e).

Section 1102 - Latest Date for Issue of Bonded Indebtedness

~~SECTION 1102 was inserted in the plan in 1993 in order to meet requirements of ORS 457. This requirement on latest date for bonded indebtedness has been superseded by changes to ORS requiring a maximum indebtedness be inserted in the plan. Section 1300 of this plan, inserted in 1998, contains the maximum indebtedness of the plan.~~

Section 1330 - Maximum Indebtedness

The Ninth Amendment to this plan increases the amount of indebtedness that can be issued under the Plan by $5,763,507 to $51,653,891.


Exhibit '1'
Keizer Station Area A
Properties in Default

Report Accompanying North River Road Economic Development Area Urban Renewal Plan

Prepared for the City of Keizer and Keizer Urban Renewal Agency

October 26, 2011

City of Keizer

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Jeannette Launer, Legal Counsel

TABLE OF CONTENTS

INTRODUCTION

The North River Road Economic Development Urban Renewal Report (Report) contains background information and project details to the North River Road Economic Development Urban Renewal Plan (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and a basis for the findings made by the City Council as part of its approval of the Plan.

The Report provides the information required in ORS 457.085(3). The format of the Report is based on this statute.

BACKGROUND

In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Attachment 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment because the bonds are backed by the full faith and credit of the City of Keizer. However, property owners of five of the LID parcels have failed to make payments on their assessments.

The City's debt was structured so that the property owners' payments would be sufficient to pay down the principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal, or Model, assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. As of this writing, the assessments for five parcels are currently over one year past due. See Attachment #1 - Keizer Station Area A, Properties in Default.

The City has been advised by K & L Gates (representing the City as bond counsel) that it could use tax increment financing from the existing urban renewal area to support the City's commitment to the LID. The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is consulting and conferring with the affected taxing jurisdictions to gain their concurrence with this amendment. The City is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area using any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure.

Figure 1 - North River Road Economic Development Area Urban Renewal Plan Area Boundary

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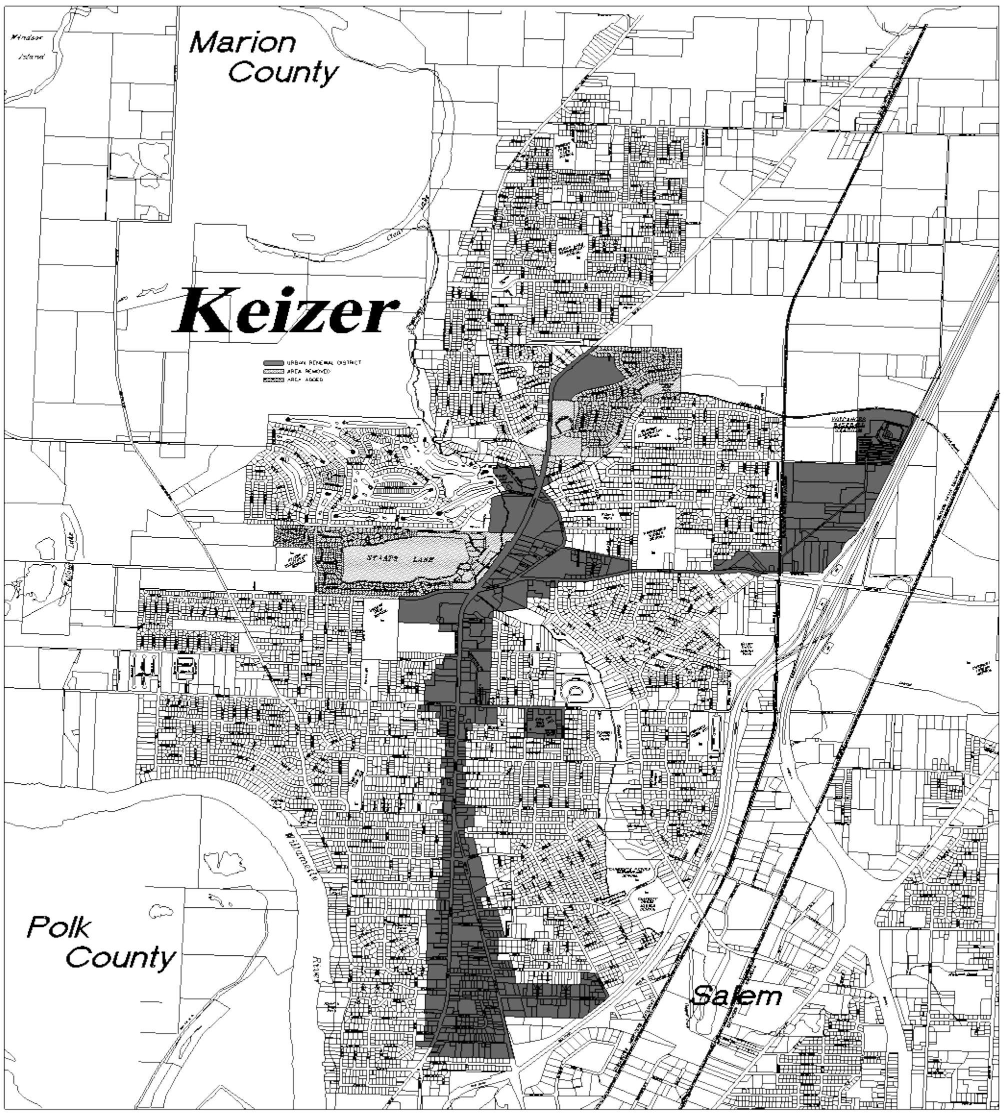


Source: City of Keizer

EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the North River Road Economic Development Urban Renewal Area (Area), documenting the occurrence of "blighted areas", as defined by ORS 457.010(1).

Physical Conditions

Land Use

The Area, shown in Figure 1 above, contains 653 parcels, consisting of 528.37 acres of property and 114.37 acres of right-of-way, for a total size of 642.74 acres.

An analysis of property classification data from the Marion County Assessment and Taxation 2011/12 database was used to determine the land use designation of parcels in the Area. Retail Store is the largest use of land within the Area, accounting for 20.4% of the acreage. Following this is Residential, No Improvements, and Apartments, covering 16.6%, 15.3%, and 14.3% of acreage, respectively. Table 1, below, shows the existing land use of all parcels within the Area.

Table 1 - Existing Land Use of Area

Land Use	Parcels	Acres	% of Total Acres
Retail Store	73	107.96	20.4%
Residential	196	87.45	16.6%
No Improvements	92	80.67	15.3%
Apartments	57	75.81	14.3%
Misc. Business	20	43.31	8.2%
Office	75	30.46	5.8%
Mobile Home Park	5	20.91	4.0%
Warehouse	12	13.57	2.6%
Restaurant	25	13.35	2.5%
Automotive	18	11.74	2.2%
Medical	15	11.23	2.1%
Commercial	22	10.54	2.0%
Multi-family	27	6.18	1.2%
Financial	11	5.90	1.1%
Under construction	4	5.62	1.1%
Motel	1	3.67	0.7%
Total	653	528.37	100.0%

Source: City of Keizer

Zoning Designations

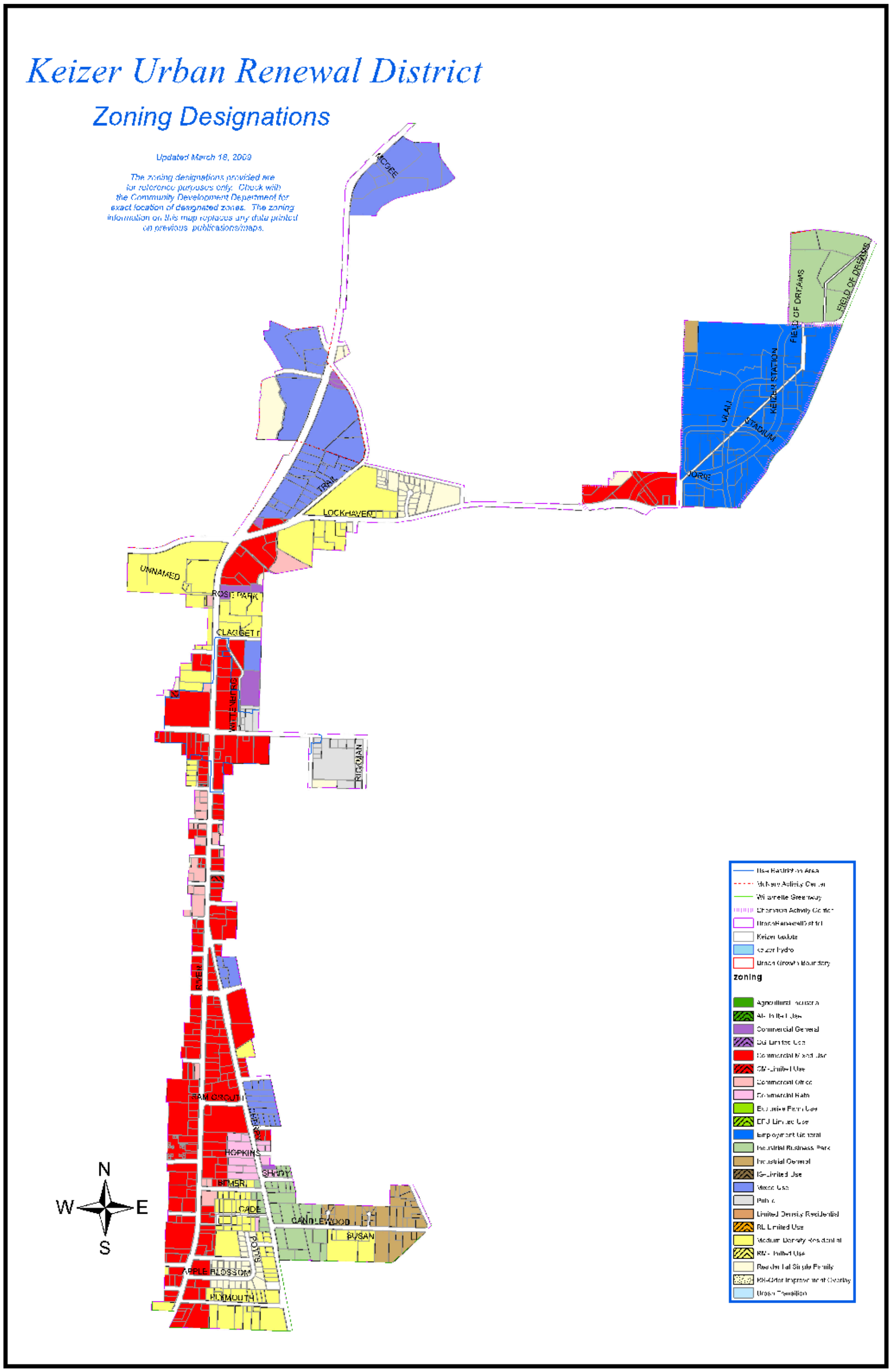
As illustrated in Table 2 and Figure 2, the largest portion (25.8%) of the Area is zoned as Commercial Mixed Use. Employment General and Medium Density are 17.3% and 17.1% of the Area, respectively. Following these, the other zoning category which accounts for a large portion of the Area is Mixed Use (14.9%).

Table 2 - Existing Zoning of Area

Zoning Designation	Acres	% of Acreage
Commercial Mixed Use	139.98	25.8%
General Employment	93.89	17.3%
Medium Density Residential	92.71	17.1%
Mixed Use	80.71	14.9%
Industrial Business Park	44.53	8.2%
Single Family Residential	29.49	5.4%
General Industrial	18.81	3.5%
Commercial Office	12.62	2.3%
Public	11.54	2.1%
Commercial Retail	7.57	1.4%
General Commercial	6.29	1.2%
No Value / Road	1.92	0.4%
Limited Density Residential	1.05	0.2%
Commercial Mixed Use - Limited Use Overlay	0.93	0.2%
Total	542.04	100.0%

Source: City of Keizer

Figure 2 - Area Zoning Designations



Source: City of Keizer

Comprehensive Plan Designations

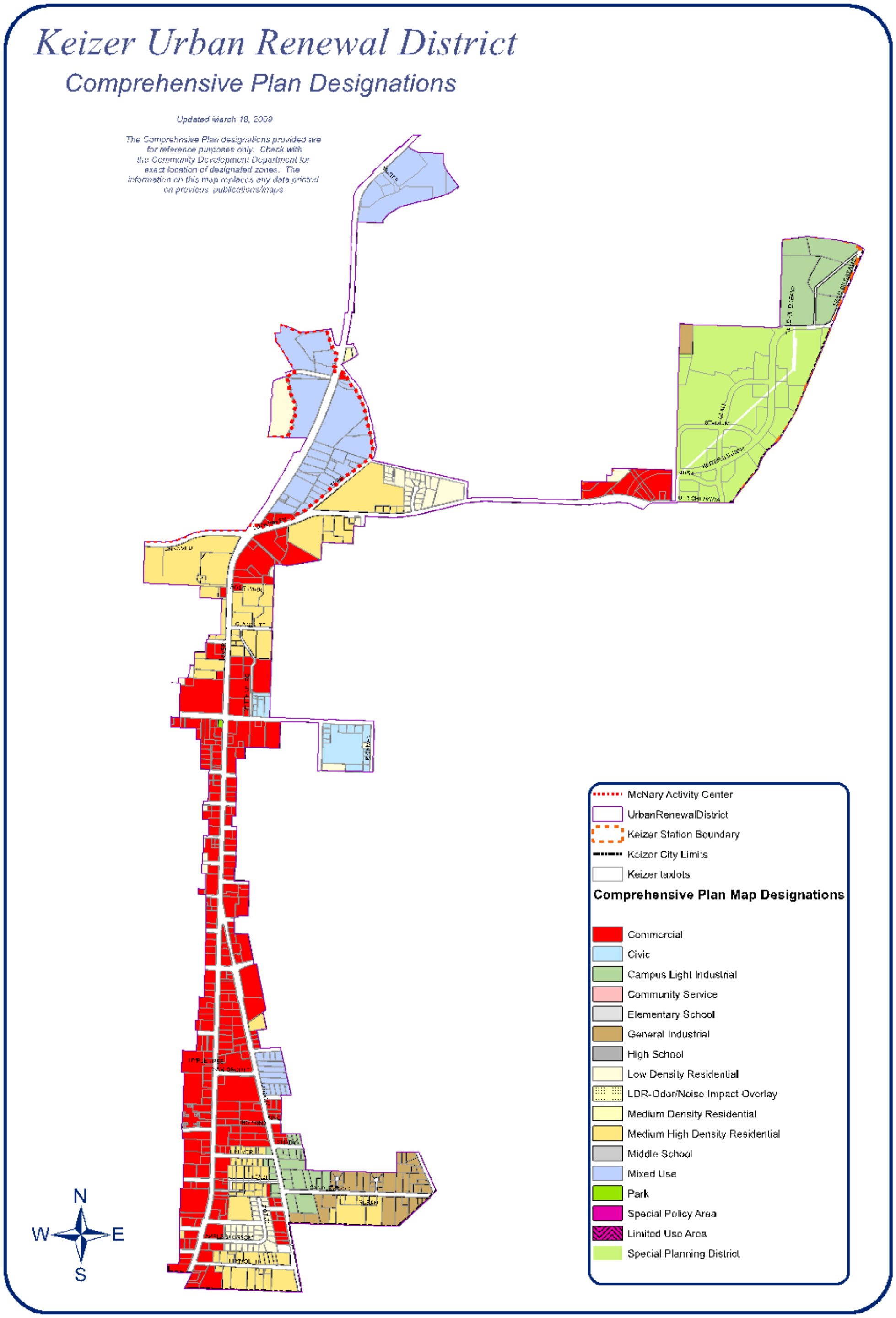
The Keizer Comprehensive Plan is a long-range plan for guiding conservation and development in the City of Keizer. The goal of the plan is to accommodate the conservation and development of Keizer's resources, neighborhoods, and lands in a timely, orderly, and efficient manner consistent with the needs and aspirations of present and future city residents. It designates what types of development should and/or can occur in different areas of the city. As shown in Table 3 below, Commercial is the predominant comprehensive plan designation within the North River Road URA, accounting for 31.4% of acreage. Following this, the next largest designations, by acreage, are Medium and High Density Residential (17.6%), Special Planning District (17.3%), and Mixed Use (14.1%). All comprehensive plan designations that exist within the Area are shown in Table 3, below.

Table 3 - Existing Comprehensive Plan Designations of Area

Comprehensive Plan Designation	Acres	% of Acreage
Commercial	170.31	31.4%
Medium and High Density Residential	95.27	17.6%
Special Planning District	93.89	17.3%
Mixed Use	76.20	14.1%
Campus Light Industrial	40.09	7.4%
Low Density Residential	28.55	5.3%
General Industrial	22.70	4.2%
Civic	12.41	2.3%
No Value / Road	1.92	0.4%
Medium Density Residential	0.51	0.1%
Parks and Open Spaces	0.19	0.0%
Total	542.04	100.0%

Source: City of Keizer

Figure 3 - Area Comprehensive Plan Designations



Source: City of Keizer

Infrastructure

Street and Sidewalk Conditions

The Keizer Transportation System Plan identifies a number of projects to take place within the Area. Over the next 20 years, $7,335,000 worth of projects has been budgeted for streets and sidewalks, and these projects are shown in Table 4 below:

Table 4 - Street and Sidewalk Projects

Location	Description	From	To	Cost	Timeframe
Lockhaven Drive at 14th Avenue	Construct a westbound right-turn lane. Modify the northbound and southbound approaches to a separate left-turn lane and shared through/right-turn lane.			$280,000	0-5 years
River Road at Lockhaven Drive	Convert westbound approach to dual left-turn lanes, a single through lane, and a separate right-turn lane. Convert east/west split phasing to a more conventional protected left-turn phasing.	N/A	N/A	$370,000	5-10 years
River Road at Wheatland Road	Construct dual northbound left-turn lanes. Change northbound/southbound to a protected left-turn phase. Extend length of second southbound through lane.	N/A	N/A	$960,000	5-10 years
Transportation Management/Access Management	Perform Lockhaven Drive Corridor Study	River Road	Chemawa Road	$300,000	5-10 years
Transportation Management/Access Management	Perform River Road Corridor Study	South City Limits	Lockhaven Drive	$250,000	5-10 years
River Road at Manzanita Street	Move intersection approximately 250 feet to the south. Construct separate westbound through and right-turn lanes.	N/A	N/A	$2,700,000	10-15 years
Verda Lane Extension	Extend Verda Lane north of Lockhaven Drive and connect to River Road at a new alignment of McNary Estates Drive. Realign Trail Avenue. Close the existing River Road/Manzanita Street/McNary Estates Drive Intersection.	River Road	Lockhaven Drive	$2,075,000	15-20 years
Lockhaven Drive/Verda Lane Alternatives	Signalize the Intersection. Restrict north/south through movements on Verda Lane.	Windsor Island Drive	Chemawa Road	$400,000	15-20 years

Source: City of Keizer

Storm Water

The City of Keizer has no adopted Storm Water Master Plan. Therefore, there are no storm water projects in the Area.

Sanitary Sewer

There are no sanitary sewer projects currently identified in the Sanitary Sewer Master Plan to take place within the Area.

Water

There are five streets in the Area that require water line replacements, totaling around 550 feet of pipe. They are: Alder Drive NE, Shady Lane NE, Candlewood Drive NE, Apple Blossom Drive NE, and Weeks Drive NE.

Social Conditions

There are 285 parcels in the Area with residential uses, accounting for 36.1% of the acreage in parcels in the Area. The 2010 United States census data that was recently released is used below to describe the social conditions within the Area. Due to the fact that this data is for the City of Keizer as a whole, not just the URA, some variation can be expected between the values represented in the tables and the actual values within the URA. The percentages presented here, however, should provide a reasonably accurate picture of what demographic exists within the North River Road Economic Development Area Urban Renewal Area.

The age distribution in Keizer is fairly even, with more residents falling in the younger age categories than the older ones. Overall, the median age of a Keizer City resident (meaning half of Keizer residents are older, and half are younger) is 35.7 years. The full age distribution of the Area is shown in Table 5, below.

Table 5 - Age

Age	Population	Percent
Under 5 years	2,586	7.09%
5 to 19 years	8,273	22.68%
20 to 39 years	9,485	26.00%
40 to 59 years	9,256	25.37%
60 to 80 years	5,373	14.73%
80 and over	1,505	4.13%
Total	36,478	100%

Source: 2010 US Census Data

The racial characteristics of the City of Keizer are shown in Table 6, below. The majority of people (82.5%) in Keizer identify themselves as white, however, another fairly large portion (9.0%) do identify themselves as some other race that was not listed in their options.

Table 6 - Racial Characteristics

Race	Population	Percent
White	30,110	82.5%
Black or African American	289	0.8%
American Indian and Alaska Native	480	1.3%
Asian	599	1.6%
Native Hawaiian and Other Pacific Islander	230	0.6%
Some Other Race	3,291	9.0%
Two or More Races	1,479	4.1%
Total	36,478	100%

Source: 2010 US Census Data

The US Census chooses to describe Hispanic or Latino demographics in a table separate from the other races. This data is shown below in Table 7, and is simply another representation of the racial characteristics of the Area. The majority of people who identify themselves as Hispanic or Latino are of Mexican origin (15.9%).

Table 7 - Racial Characteristics (Hispanic or Latino)

Hispanic or Latino	Population	Percent
Mexican	5,796	15.9%
Puerto Rican	80	0.2%
Cuban	20	0.1%
Other Hispanic or Latino [5]	797	2.2%
Not Hispanic or Latino	29,785	81.7%
Total	36,478	100%

Source: 2010 US Census Data

Economic Conditions

Taxable Value of Property Within the Area

The estimated 2011/2012 total assessed value of the real, personal, utility, and manufactured property in the Area is $346,182,840.

Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Ratio" or "I:L." The values used are real market values. In urban renewal areas, the I:L may be used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives. A healthy condition of real estate investment in the commercially zoned properties in North River Road Economic Development Area would be 5:1 or more, as shown by the I:L ratio of the properties in Keizer Station.

Table 8 below, "I:L Ratio of Parcels in the Area", shows the improvement to land ratios for taxable properties within the Area. Over 54% of properties within the Area have an I:L ratio of 2.0 or less. Twenty-one percent (21%) of the properties have an I:L of over 3.0. The I:L ratios for properties in the Area are very low.

The I:L table also shows that 10% of the acreage within the Area has no improvements. One of the main goals of the original Plan was to eliminate blighting influences in the corridor, and vacant and underutilized land is one of those blighting conditions.

The Keizer Station Area has been developed today with fully improved roads, city water, and sanitary and storm sewer facilities. Area A is developed with the Keizer Station shopping center, and Area D is developed with all public facilities but currently has no development on it. Area B is also developed with all public facilities, has been master planned, and is in the process of being developed, although at this time no buildings have been constructed. All existing structures on the Area B site have been removed. Area C, south of Lockhaven Drive, has been approved by the City with a master plan that will allow for its development, however, at the present time, that approval has been appealed and no development has occurred. In anticipation of its development the developer had begun removing a number of older structures on the site. While the development of Keizer Station Area A has been a success, Areas B, C, and D are still underdeveloped and represent depreciated values from what is expected in the Area and also represent a lack of proper utilization of the areas.

Table 8 - I:L Ratio of Parcels in the Area

Ratio	Parcels	Acres	% of Acreage
No Improvements	69	53.30	10.1%
Tax Exempt	61	54.54	10.3%
.01-.50	67	64.07	12.1%
.051 - 1.00	113	57.66	10.9%
1.01 - 1.50	132	82.24	15.6%
1.51 - 2.00	52	28.70	5.4%
2.01 - 3.00	62	78.14	14.8%
3.01 - 4.00	25	38.97	7.4%
4.01 - 5.00	13	17.42	3.3%
5.00 +	34	47.85	9.1%
River Road Plaza	21	0.39	0.1%
Keizer Station	4	5.08	1.0%
Total	653	528.37	100%

Source: City of Keizer

Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in the Section "Impacts on Taxing Jurisdictions" of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services. The project identified for this increase in maximum indebtedness will not cause an increase in demands on municipal services. The project is solely a financing tool to assist the City of Keizer to address a default by a property owner on a local improvement district (LID) payment. The impact will be on the City of Keizer's budgets in the four-year extension of the district, as the City will receive about 68% of the anticipated increased revenues that would have occurred from the termination of the urban renewal district. However, spreading the collection of tax increment revenues over four years and sharing revenues with taxing jurisdictions instead of a full collection of tax increment revenue by the Urban Renewal Agency for a shorter time period allows not only the City, but all taxing jurisdictions, to receive some benefit from the growth of the Area during the implementation of the urban renewal plan.

Reasons for Selection of Each Urban Renewal Area in the Plan

The reason for selecting the area has not changed with this amendment. The documented reason for selection of the urban renewal area was to cure blight within the area.

The Relationship Between Urban Renewal Projects and the Existing Conditions in the Urban Renewal Area

The project identified for the Area is under the Plan category:

Access and Circulation Improvements

The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area with any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure. This proposal is fully defined in the Plan Amendment.

Existing Conditions:

The infrastructure improvements have been constructed. As noted above, the amendment is to provide financing to assist in protecting the City's interest in the LID.

The Estimated Total Cost of Each Project and the Sources of Moneys to Pay Such Costs

The estimated cost of the financing project, including LID payments, fees, and expenses, is $5,763,507. The source of funding to pay these costs is tax increment financing.

The Anticipated Completion Date for Each Project

The anticipated completion date of this financing project is 2016, a four-year extension.

The Estimated Amount of Tax Increment Revenues Required and the Anticipated Year in Which Indebtedness Will Be Retired

Table 9 shows the tax increment revenues and their allocation to LID payments, administration, and payment of property tax delinquencies. It is anticipated that all debt will be retired by the end of FY 2016. The new maximum indebtedness is $51,653,891. The estimated total amount of tax increment revenues required to service the maximum indebtedness increase is $ 5,763,507. No borrowing or interest expenses are anticipated.

Table 9 - Tax Increment Revenues

North River Road Urban Renewal District						
Maximum Indebtedness Extension						
Cash Flow Projections - Sources and Uses of Funds						
	2012-13	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**Total**
Beginning Balance	$ 181,100	$ 3,103,402	$ (0)	$ 25,321	$ 66,208	$ 181,100
Tax Increment Revenue	1,395,602	1,395,602	1,395,602	1,395,602	0	5,582,407
Program Income & Tax Increment from Other Projects	1,622,044	-	-	-	-	1,622,044
Total Resources	$ 3,198,746	$ 4,499,003	$ 1,395,601	$ 1,420,923	$ 66,208	$ 7,385,551
Administrative Costs	95,344	97,251	99,196	101,180	25,295	418,266
Payment for Delinquent Property Taxes	-	150,000	-	-	-	150,000
Bond Calls	-	4,251,753	1,271,084	1,253,535	40,913	6,817,285
	$ 95,344	$ 4,499,004	$ 1,370,280	$ 1,354,715	$ 66,208	$ 7,385,551
Ending Balance	$ 3,103,402	$ (0)	$ 25,321	$ 66,208	$ -	$ -

Source: City of Keizer

FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through FY 2016, as shown below, are based on projections of the assessed value of property within the Area and the total tax rate which will apply in the Area. The projections use a very conservative 1% annual growth rate. [1] These projected revenue calculations are based on the Agency receiving less than the full division of taxes on the excess value[2] in the Area. These projections are for 34% of the value to go to the Agency and 66% of the value to go to the taxing jurisdictions. If the growth rates exceed 1% annually, that will mean increased revenues to the taxing jurisdictions as the Agency will receive only the stipulated amount of $1,395,602 each year through 2016 when the district will be terminated.

Table 10 shows the projected incremental assessed value, projected tax rates that would produce tax increment revenues and the annual tax increment revenues (not adjusted for under-collection, penalties and interest). Bonds issued prior to October 2001 are impacted by division of tax revenues for urban renewal. The result of the impact when the Agency is taking the full division of tax revenues is an increase in the bond rate which is used to calculate the property tax revenues. However, the City of Keizer projects the overall bond rate on bonds issued prior to October 2001 to decrease from the 2011/12 property tax statements as a result of this amendment because 66% of the value of the area will be allocated back to both the permanent rate levies and the bonds issued prior to October of 2001.

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[1] State law allows for a maximum of 3% growth in assessed value on existing properties, and increases in assessed value without taking into account new development have typically been at that rate. However, recent economic conditions have influenced these rates.

[2] Excess value is the amount of value in the Area above the frozen base that was established when the Plan was adopted. The excess value in 2011/12 is $300,854,248.

Table 10 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

	2011-12	2012-13	2013-14	2014-15	2015-16
Projected Assessed Value					
Total AV	$346,182,840	$349,644,668	$353,141,115	$356,672,526	$360,239,251
Frozen Base	45,328,592	45,328,592	45,328,592	45,328,592	45,328,592
Appreciation %	1%				
Incremental AV	300,854,248	304,316,076	307,812,523	311,343,934	314,910,659
Projected Tax Rate*	0.0143951	0.01330674	0.01330096	0.013294687	0.013289621
Taxes Imposed from Perm Rate Levies	3,850,303	3,894,607	3,939,354	3,984,372	4,030,195
Taxes Imposed from Bond Revenues	480,524	154,848	154,848	154,848	154,848
Taxes to UR Agency	4,330,827	$1,395,602	$1,395,602	$1,395,602	$1,395,602
Taxes to other Jurisdictions		$2,653,853	$2,698,600	$2,743,618	$2,789,442
Total Taxes from Incremental AV	$4,330,827	$4,049,455	$4,094,202	$4,139,220	$4,185,043

Source: City of Keizer

*Bonds issued prior to October of 2001 may slightly impact this rate.

IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the urban renewal area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through fiscal year end 2016, subject to the Agency receiving less than the full amount of division of taxes as identified in Table 10 above. These calculations are based on a conservative 1% annual increase in assessed values in the Area. Increases above that amount will increase the amounts received by the taxing jurisdictions.

Table 11 - Estimated Impact on Taxing District Permanent Rate Levies During Use of Tax Increment Financing Over Four Years

Taxing District	Estimated FY 2012-2013		Estimated FY 2013-2014		Estimated FY 2014-2015		Estimated FY 2015-2016	
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections
50 - Marion County	$293,292	$627,325	$293,292	$637,902	$293,292	$648,585	$293,292	$659,375
109 - City of Keizer	$202,024	$432,110	$202,024	$439,396	$202,024	$446,755	$202,024	$454,187
308 - Keizer FD	$131,134	$280,484	$131,134	$285,213	$131,134	$289,990	$131,134	$294,814
Keizer FD Bonds	$13,030	$0	$13,030	$0	$13,030	$0	$13,030	$0
420 - Salem-Keizer SD	$438,310	$937,503	$438,310	$953,311	$438,310	$969,276	$438,310	$985,401
Salem-Keizer SD Bonds	$133,529	$0	$133,529	$0	$133,529	$0	$133,529	$0
460 - Willamette Regional ESD	$28,765	$61,526	$28,765	$62,563	$28,765	$63,611	$28,765	$64,669
500 - Chemeketa Community College	$60,681	$129,791	$60,681	$131,979	$60,681	$134,189	$60,681	$136,422
Chemeketa Community C Bonds	$8,289	$0	$8,289	$0	$8,289	$0	$8,289	$0
701 - Regional Library	$7,930	$16,963	$7,930	$17,249	$7,930	$17,537	$7,930	$17,829
900 - Salem Area Mass Transit	$73,769	$157,785	$73,769	$160,445	$73,769	$163,133	$73,769	$165,846
240 - Marion Soil & Water	$4,847	$10,368	$4,847	$10,543	$4,847	$10,543	$4,847	$10,898
Total	$1,395,602	$2,653,853	$1,395,602	$2,698,600	$1,395,602	$2,743,618	$1,395,602	$2,789,442

Source: City of Keizer

Table 12 - Estimated Four-Year Total Projected Impact on Taxing District Permanent Rate Levies During Use of Tax Increment Financing

Taxing District	Estimated Total Over Four Years		
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	Total Collections
50 - Marion County	$1,173,170	$2,573,187	$3,746,357
109 - City of Keizer	$808,096	$1,772,447	$2,580,543
308 - Keizer FD	$524,537	$1,150,500	$1,675,037
Keizer FD Bonds	$52,120	$0	$52,120
420 - Salem-Keizer SD	$1,753,240	$3,845,491	$5,598,730
Salem-Keizer SD Bonds	$534,116	$0	$534,116
460 - Willamette Regional ESD	$115,060	$252,368	$367,428
500 - Chemeketa Community College	$242,723	$532,381	$775,104
Chemeketa Community C Bonds	$33,157	$0	$33,157
701 - Regional Library	$31,722	$69,578	$101,300
900 - Salem Area Mass Transit	$295,076	$647,209	$942,286
240 - Marion Soil & Water	$19,390	$42,353	$61,743
Total	$5,582,407	$10,885,514	$16,467,920

Source: City of Keizer

The Salem-Keizer School District and Willamette Education Service District are not directly affected by the tax increment financing, but the amount of their taxes divided for the urban renewal plan is shown above. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, because of the use of Tax Increment Financing, are replaced as determined by a funding formula at the State level with State School Fund revenues.

Table 13 shows the increase in permanent rate levy revenues that would occur after termination of the tax increment financing in FYE 2017.

Table 13 - Estimated Revenues Obtained After Termination of Tax Increment Financing

Taxing District	2016-2017 Tax Revenues
50 - Marion County	$963,566
109 - City of Keizer	$663,718
308 - Keizer FD	$430,821
420 - Salem-Keizer SD	$1,439,998
460 - Willamette Regional ESD	$94,503
500 - Chemeketa Community College	$199,357
701 - Regional Library	$26,054
900 - Salem Area Mass Transit	$242,357
240 - Marion Soil & Water	$15,926
Total	$4,076,298

Source: City of Keizer

In addition to the share of revenues for the four years of the amendment, the Agency is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area, with any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure. This is detailed in the Plan Amendment.

Compliance With Statutory Limits on Assessed Value and Size of Urban Renewal Area

There is one existing urban renewal area in the City of Keizer. State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base, including all real, personal, personal manufactured, and utility properties in the North River Road Economic Development Area is estimated at $45,328,592. The City of Keizer's assessed value is $2,118,730 and the City of Keizer's assessed value less the incremental assessed value (excess value) in the Area is $1,817,876,215.

Table 14 - Urban Renewal Area Conformance with Assessed Value and Area Limits

Urban Renewal Area	Frozen Base Assessed Value	Acres
North River Road Economic Development Area	$45,328,592	642.74
Total Acreage, City of Keizer		4,400.00
Total Assessed Value City of Keizer Less Incremental Assessed Value in Urban Renewal Areas	$1,817,876,215	
Percent of Keizer AV in Urban Renewal Areas	2.49%	
Percent of Keizer Acreage in Urban Renewal		14.6%

Source: Data from City of Keizer and Marion County Assessor

RELOCATION REPORT

There is no relocation anticipated due to this amendment.


Exhibit '1'
Keizer Station Area A
Properties in Default

MINUTES
KEIZER CITY COUNCIL/URBAN RENEWAL AGENCY
JOINT WORK SESSION
Monday, October 10, 2011
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Mayor/Agent Christopher called the work session to order at 5:50 p.m. The following were present:

Councilors/Agents:	**Staff:**
Lore Christopher, Mayor/Chair	Chris Eppley, City Manager
Cathy Clark, Council President/Agent	Shannon Johnson, City Attorney
Jim Taylor, Councilor/Agent	Susan Gahlsdorf, Finance Director
Mark Caillier, Councilor/Agent	Nate Brown, Community Development Director
Brandon Smith, Councilor/Agent	Tracy Davis, City Recorder
Joe Egli, Councilor/Agent	
David McKane, Councilor/Agent	

DISCUSSION

a. Keizer Station LID Debt/Urban Renewal Substantial Plan Amendment

City Manager Chris Eppley reviewed the history of the issue: When Keizer Station was developed, after consolidation of properties, the developers asked the City to finance a portion of the construction of the public infrastructure through the issuance of a Local Improvement District. The City takes a lien against the properties and, as payments come due, collects assessments from the property owners within the Local Improvement District area and makes the payments. The debt is structured so that the City is required to make interest only payments until 2031 when the balloon payment is due; but the City has made some payments on the principal to date. Over the last year one of the property owners who controls five of the LID parcels has been in default. The City has, however, been able to make the interest only payments because payments coming in from others are adequate. There is no immediate danger of defaulting on the bonds but the City is unable to make the payments on the principal as planned. Mr. Eppley explained that staff believes the best option is to put together as much cash as possible and pay as much of the principal down as possible as early as possible so that the assessments currently being received will be enough to stay on the plan and pay both the interest and principal, thereby securing the majority of the City's risk against a future default.

Ms. Gahlsdorf added that refinancing could be considered in 2018 but a

Local Option levy is currently not allowed by State law.

Mr. Eppley added that to do nothing at this time would put the City's solvency at risk and that the longer action is delayed, the larger the payoff will be. If the amount can be paid down by a certain date, then the City will have secured its future. Staff believes the most feasible solution is to take revenues available through the existing Urban Renewal District Program by discontinuing improvements to River Road, delaying program funded construction in Area C, and using those funds to pay down the debt instead. However, additional revenues will be needed so staff is suggesting extension of the Urban Renewal District by one or two years, and setting that money aside to be used solely for paying down the debt.

Mr. Eppley noted that foreclosure of the properties in question would be explored but the City might retain the properties pending a more seller-friendly economy. He added that staff believes that the only way this amendment can be done is to get formal concurrence from the overlapping jurisdictions.

City Attorney Shannon Johnson explained that Urban Renewal Consultant Elaine Howard and Bond Counsel Harvey Rogers were both working with the City on this process. Mr. Eppley added that even if Mr. Sides becomes current, the proposed action might be advisable because payments are due twice a year and the City should develop a strategy to avoid future problems.

Discussion then took place regarding taxing districts, efforts made by Chuck Sides to secure the money in this difficult economy, refinancing the loan in 2018, ensuring that funds are used to make the Urban Renewal District and the General Fund whole, principal and interest payments and the impact to the general fund if the Urban Renewal District is allowed to sunset without this amendment. Community Development Director Nate Brown noted that there are no Urban Renewal Projects pending at this time.

Ms. Gahlsdorf fielded questions regarding amounts due and amounts collected, the status of the current model, the amount available through bonds, and delinquent property taxes. Elaine Howard provided additional information regarding ensuring that urban renewal funds are spent only for this purpose. Ms. Gahlsdorf noted that an option would be to not collect the full tax increment and extend the District for longer, but this option would be more expensive because interest costs would be higher. Discussion then took place regarding guaranteeing that the District ended at a date certain.

Jerry McGee, Keizer, voiced support for addressing this issue now rather than leaving it for future Councilors to address. He questioned what experts had assisted. Mr. Eppley explained that Bond Counsel, Harvey Rogers, and Elaine Howard, both experts in Urban Renewal had assisted along with other bond professionals and financial advisors. He added that staffing costs have already been backed out of the Urban Renewal District anticipating its closure and that would not change, however, there would be some costs associated with hiring the experts and auditors. Staffing costs have been absorbed back into the general fund which makes this extension a “double hit” because revenue anticipated with the closeout of the District will not be received. Ms. Gahlsdorf added that about $200,000 of administrative costs are being charged to Urban Renewal this budget year and she hopes to cut that in half.

Bill Quinn, Keizer, questioned if 75% of the Districts have to accept this. Mr. Eppley responded that Districts equating to 75% of the total money need to accept it. Theoretically that would be the School District, the City, and the County. He explained that the new law implies that the amendment must be initiated before the last tax increment payment in the existing District is received; this would be November or December. Mr. Quinn questioned what would happen if other properties default on their payments to which Ms. Gahlsdorf responded that most other properties are owned by a Real Estate Investment Trust and Donahue Schreiber and if they default it would devastate the City. Mr. Quinn noted that Districts have lived with urban renewal for some time and another year or two would be acceptable.

Mr. Eppley noted that this is the last possible thing the City wants to do, but it is the best opportunity to control the situation. He explained that Chief Cowan had indicated that the Fire District is a partner with the City, and controlling risk is important so he would work together with his Board and the City.

Matt Chappell, Keizer, urged a continued stable relationship with the City of Salem, cautioned against the tendency to spend our way out of the present situation, and encouraged Council to be conservative in their approach.

Joe VanMeter, Keizer Fire District Board Chair, voiced commitment to work with the City and appreciation for the way the City has worked with the Fire District and the positive effect that Urban Renewal has had on the area. He suggested that the Fire District would like to work with the City to find an option that would reduce the “hit” to the Fire District. Councilor Clark and Mr. Johnson agreed to attend the next Fire District Board meeting.

Elaine Howard noted that although the Plan at this point is not a substantial amendment, she could work with Mr. Johnson to figure out language for the Plan that would include the stipulation that income received from sale of foreclosed properties in Keizer Station would pay back the taxing entity to make them whole.

Mr. Eppley noted that staff is looking for direction from Council to initiate getting concurrence from partners and starting the process.

Ms. Gahlsdorf explained that to comply with statute requirements, the Planning Commission and Keizer Urban Renewal Board will meet jointly on November 9 and make a recommendation to Council to be addressed at the November 21 meeting. It will have to be approved without an emergency clause. If the vote is not unanimous there will be an emergency session on November 28 so that the ordinance will be effective on December 28. This assumes that written concurrence of 75% of the overlapping jurisdictions is received.

It was the consensus of the Council to have staff move forward with the joint meeting of Planning Commission and the Keizer Urban Renewal Board, bring something back to the November 21 Council meeting, and have discussion with the overlapping jurisdictions.

ADJOURN Meeting adjourned 7:02 pm.

APPROVED:

MAYOR/CHAIR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Agent/Councilor #1 – David McKane

Agent/Councilor #4 – Cathy Clark

Agent/Councilor #2 – Brandon Smith

Agent/Councilor #5 – Joe Egli

Agent/Councilor #3 – Mark Caillier

Agent/Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, October 17, 2011
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Agent Clark called the session to order at 7:00 p.m. Roll Call was taken as follows:

Present:
Cathy Clark, Chair Pro Tem
Jim Taylor
Joe Egli
Brandon Smith
David McKane

Absent:
Lore Christopher
Mark Caillier

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Marc Adams, Police Chief
Tim Wood, Assistant Controller
Tracy Davis, City Recorder

PUBLIC TESTIMONY

None

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

a. RESOLUTION – Authorization for Appropriation Transfer for Urban Renewal Consultant and Legal Fees

Assistant Controller Tim Wood explained that the resolution is in response to the last work session regarding the Urban Renewal District. The request is for authorization to move forward with some consulting fees related to making a plan amendment to the Urban Renewal District.

City Manager Chris Eppley noted that the City could sunset the District and pledge all revenues associated with the District against the City's bond obligations plus additional revenues to stay on track with paying down the principal model, and the City would have to take action to foreclose on properties at Keizer Station. The problem is that the remedies associated with getting the City whole are out of City control because of the unknown factors of market conditions, property values, and when properties could be sold. In pledging money from the General Fund the City would be significantly reducing the ability to perform its mission over the lifespan of the debt, which would be catastrophic.

Another scenario would be to just “wait and see” which would push the issue to a future generation who would have to deal with a major liability which would have a significant impact on the community.

He explained that other cities have issued debt but Keizer cannot do this due to state statutes; larger communities can absorb the cost over a period of years. He added that he felt it was the City’s obligation to sunset the District, but in this instance, Keizer Station Area A is in the Urban Renewal District, Urban Renewal Funds were the catalyst for success of the project, and Urban Renewal revenues received are related to the increased value associated with the increased values of the area because of the development. Therefore it is an Urban Renewal project that needs to be resolved within the District.

Agent Egli expressed a desire that other options be explored so that extension of the Urban Renewal District could be ruled out. Agent McKane pointed out that this resolution would be to hire a consultant and continue discussion on the best approach.

Mr. Eppley noted that the consultant would write the amendment which would be voted upon by the Agency and Council. He explained that this was not a “bail out”; the City has a risk associated with not staying on the debt defeasance schedule. The developer who is responsible for the default will receive significant penalty because he will be forfeiting property and the rights to a portion of the debt reserve at the end of the debt defeasance which is nearly $1 million. This is a timing issue; the City needs to address this soon enough to keep the amount due low enough to be paid and then remedy the situation by taking advantage of market swings and timing.

City Attorney Shannon Johnson explained that foreclosure of the properties will not be affected by the plan for using Urban Renewal Funds; those properties need to be acquired and those funds used.

Community Development Director Nate Brown added that acting now would preserve flexibility so that possibly funds can be returned to the overlapping Districts and other decisions can be made. The difficulty is that the short time frame requires that a decision be made quickly; additional decisions and opportunities may become available but if this opportunity is not taken now, it will be lost.

Agent Taylor noted that he had been in favor of sunsetting the Urban Renewal District for his entire tenure on the Council but to not start this process and to look at real solutions would be irresponsible and would likely put the City in insolvency in the future.

Agent Smith clarified that discussions with consultants have been underway for many months and added that he was comfortable that the early legwork had been done.

Mr. Eppley explained that the City anticipates receiving the funds that would close out the District in December so this decision needs to be made prior to that time.

Agent Clark confirmed that action taken tonight would not prevent the Agency from moving forward with a different option. Mr. Eppley clarified that the Agency could choose not to collect in any budget year. If another scenario presents itself, the Agency could take that opportunity. This action is really a matter of preserving options as solutions are analyzed.

Agent Taylor moved to adopt a Resolution - Authorization for Appropriation Transfer for Urban Renewal Consultant and Legal Fees. Agent Smith seconded.

Agent Clark offered a friendly amendment to remove the word “discontinuing” from the last paragraph since the River Road Renaissance program concept will not be discontinued, but the appropriations will not be allocated at this time. Amendment was accepted by Agents Taylor and Smith.

Amended motion passed unanimously as follows:

AYES:, Smith, McKane, Taylor and Clark (4)
NAYS: Egli (1)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

CONSENT CALENDAR

A. Approval of August 8, 2011 Urban Renewal Agency Minutes
B. Approval of August 24, 2011 Urban Renewal Agency Minutes
C. Approval of September 2, 2011 Urban Renewal Agency/City Council Special Session Minutes

Agent Egli pulled Item B.

Agent Taylor moved to approve Items A and C of the Consent Calendar. Agent Smith seconded. Motion passed as follows:

AYES: Smith, McKane, Egli, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

Agent Taylor moved to approve Item B of the Consent Calendar. Agent Smith seconded. Motion passed as follows:

AYES: Smith, McKane, Taylor and Clark (4)
NAYS: None (0)
ABSTENTIONS: Egli (1)
ABSENT: Christopher and Caillier (2)

OTHER BUSINESS None

ADJOURNMENT With no further business the meeting was adjourned at 8:28 p.m.

APPROVED:

~ Absent ~	
Lore Christopher, Chair	Debbie Lockhart, Deputy City Recorder

AGENCY MEMBERS

	~ Absent ~
David McKane	Mark Caillier
Jim Taylor	Cathy Clark
Brandon Smith	Joe Egli

Minutes approved:________________________________

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, November 7, 2011
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**

   a. **Keizer Development Code Text Amendments – Section 2.407 (Home Occupations) and Section 2.303 (Off-Street Parking)**

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Concurring with an Increase in the Maximum Indebtedness for the Keizer North River Road Economic Development Area Urban Renewal Plan**

   b. **RESOLUTION – Establishing Rules and Procedures for Keizer Channel 23 Television Services**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing Public Works Director to Expend Funds from the Water Fund for Reimbursement of Taxes on Water Reservoir Located in Area D – Keizer Station**

   b. **RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with IKON Office Solutions for Primary Photocopy Machine**

   c. **RESOLUTION – Authorization for Appropriation of Grant Funds Received for Department of Land Conservation and Development Grant**

d. **RESOLUTION – Authorizing the City Manager to Award and Enter Agreement with Westerberg Drilling Inc. for 17th Avenue Replacement Well**

e. **Approval of October 3, 2011 Regular Session Minutes**

f. **Approval of October 10, 2011 City Council/Urban Renewal Agency Joint Work Session Minutes**

g. **Approval of October 17, 2011 Regular Session Minutes**

8. COMMITTEE REPORTS

a. **Volunteer of the Quarter Award – Barb Smith-Henke**

9. 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.

a. **New Business or Old Business Issues**

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

November 12, 2011 – Town Hall Forum
10:00 a.m. to 12:00 p.m.
- **What's On My Property Tax Statement**

November 14, 2011
5:45 p.m. – City Council Work Session
- **CANCELED!**

November 21, 2011
7:00 p.m. – City Council Meeting

December 5, 2011
7:00 p.m. – City Council Meeting

12. ADJOURNMENT

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

COUNCIL MEETING: Nov. 7, 2011
AGENDA ITEM NUMBER: _______

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

SUBJECT: Text amendment for Section 2.407 (Home Occupations) and Section 2.303 (Off-Street Parking).

Attachments:

- Section 2.303
- Section 2.407

ISSUE:
To consider a text amendment to the standards governing home occupations**.** The Planning Commission voted 7-0 to support the proposed text amendment.

DISCUSSION:
The Development Code defines a home occupation as a business or professional activity engaged in by a resident of a dwelling unit as a secondary use of the residence. It does not include the lease or rental of a dwelling unit, the rental of guest rooms, or a day care facility. The city's regulations allow for a liberal interpretation of what constitutes a home occupation. The list of prohibited activities is limited to vehicle repair or retail sales.

The revisions to Section 2.407 (Home Occupations) of the Keizer Development Code are intended to clarify a number of ambiguities within the existing regulations. A purpose section is included; with the addition of allowance of home occupations recognizes that there may be more than one home occupation occurring in a dwelling; the off-street parking section is included in the parking sub-section; strengthen the language that the home occupation can not change the character of the primary use of the structure being used as a residence; and, expand the list of prohibited activities to include no assembly of workers.

The revision to Section 2.303.04.D(3) will correct an unintended consequence as a result of the recent adoption of the changes to the off-street parking standards. After close review of the recent amendment it was determined that it would result in a truck larger than 16,000 gross vehicle weight if it is put inside a structure. This was not consistent with direction given by the planning commission. The revision will include a reference to the home occupation section where the standard will be placed rather than in the off-street parking section where is it is somewhat hidden.

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

2.407 HOME OCCUPATIONS

The purpose of a home occupation is to allow residents an opportunity to use their homes to engage in small-scale business activities. The standards outlined below are to ensure that home occupations are conducted as a lawful use subordinate to the residential use of the property. Where permitted as a special use, a home occupation shall meet the following use and development standards. (5/98)

A. Operations. The owner/operator of the home occupation(s) shall reside in the home in which the home occupation is conducted. No more than one outside employee shall be permitted per residence. (5/98)

B. Compatibility. The home occupation(s) shall be continuously conducted in such a manner as not to create any off premise nuisance, public or private, including but not limited to noise as outlined in the city's Noise Ordinance, odors, vibration, fumes, smoke, fire hazard, or electronic, electrical, or electromagnetic interference. This includes uses occurring within the residence, garage, or accessory structure, and also any equipment such as, but not limited to, air compressors or refrigerator trucks that may be used as part of the home occupation. (5/98)

C. Signs. Signs shall comply with all sign code regulations including the provisions in Section 2.308.08.F(1) of this Ordinance. (5/98)

D. Location. The home occupation(s) shall be conducted entirely within the dwelling, an~~y~~ attached garage, or in an unattached accessory building. (5/98)

E. Area. The total floor area devoted to the home occupation(s) shall not exceed 500 square feet. Any structural additions to the dwelling or accessory structure shall be consistent with zoning regulations and shall not result in the change of the primary use of the structure. (5/98)

F. Alterations. Structural alterations are permitted consistent with Section 2.314 and provided the residential character of the building is not altered nor will result in the change of the primary use of the structure as the residence. (5/98)

G. Parking. The number of required on-site parking spaces shall not be reduced; however, no additional parking is required. (5/98) If the home occupation(s) requires an outside employee then an additional off-street parking space consistent with Section 2.303 KDC shall be provided. One motor vehicle plus a trailer that is used in conjunction with a home occupation may be parked on the lot. No single vehicle or trailer that is associated with a home occupation may have a gross vehicle weight rating of more than 16,000 pounds.

H. Hours of Operation. Visits by suppliers or customers are limited to the hours of 8:00 a.m. ~~and~~ to 8:00 p.m. (5/98)

I. Outdoor Storage. Outdoor storage or display of materials, equipment, or merchandise shall be prohibited. (5/98) On-site storage of hazardous materials (including toxic, explosive, noxious, combustible or flammable) beyond that which is normally incidental to residential use is prohibited.

J. Prohibited Activities. (5/98)

1. Vehicle Repair. Repair of vehicles, including automobiles, motorcycles, tractors, recreational vehicles, boats, and similar mechanized equipment, shall be prohibited. Repair of vehicles includes, but is not limited to, mechanical repair, vehicle service, body work and painting. (5/98)

2. Retail or wholesale sales of a product or good(s) on the site. This prohibition does not apply to operation of a mail order business where customers do not come to the site or to retail sales that are incidental to the occupational use, such as, but not limited to beauty products from salons, sheet music from music teachers, or computer software for computer consultants. (5/98)

3. The home occupation shall not be used for the assembly of nonresident employees engaged primarily in work off-site of the home occupation location.

K. Day Care Provisions. The provisions in this section do not apply to day care or family day care providers. (5/98)

2.303 OFF-STREET PARKING AND LOADING

2.303.01 Purpose

The purpose of this Section is to provide adequate areas for the parking, maneuvering, loading and unloading of vehicles for all land uses in the City of Keizer. (5/98)

2.303.02 Scope

The provisions of this Section shall apply to the following types of development: (5/98)

A. New Building. Any new building or structure erected after the effective date of this Ordinance. (5/98)

B. Expansion. The construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure. (5/98)

C. Change in Use. A change in the use of a building or structure which would require additional parking spaces or off-street loading areas under the provisions of this Section. (5/98)

2.303.03 General Provisions Off-Street Parking and Loading

A. Owner Responsibility. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Ordinance. (5/98)

B. Additional Parking Required Prior to Occupancy. Should the owner or occupant of any lot or building change the use to which the lot or building is used, thereby increasing off-street parking and loading requirements, it shall be unlawful and a violation of this ordinance to begin or maintain such altered use until such time as the increased off-street parking and loading requirements are observed. (07/06)

C. Interpretation by Administrator. Requirements for types of buildings and uses not specifically listed herein shall be determined by the Zoning Administrator based upon the requirements of comparable uses listed and expectations of parking and loading need. The Zoning Administrator shall have the authority to make adjustments based on parking demand analysis prepared by an applicant. (07/06)

D. Combined Uses. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately, unless a reduction is approved for shared parking pursuant to Subsection 2.303.05. (5/98)

E. Use of Parking Spaces. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons or employees only, and shall not be used for storage of vehicles or materials including solid waste collection containers. Garages for single family and duplex dwelling units shall not be counted in determining required parking spaces. (5/98)

2.303.04 Location and Use Provisions

Off-street parking and loading areas shall be provided on the same lot with the main building or structure or use except that: (5/98)

A. Residential Zone. In any residential zone, automobile parking areas may be located on another lot if the lot is within 200 feet of the lot containing the main building, structure or use and a parking agreement is recorded. (07/06)

B. Non-residential Zone. In any non-residential zone, the parking area may be located off the site of the use if it is within 500 feet of such site and a parking agreement is recorded. (07/06)

C. Accessory Parking Use, Non-residential. Parking of vehicles in a structure, or outdoors, is a permitted accessory or secondary use in non-residential zones. (07/06)

D. Accessory Parking Use, Residential. Parking of vehicles in a structure or outdoors is a permitted accessory use in conjunction with a dwelling in any zone provided: (5/98)

1. All of the vehicles are owned by the owner or lessee of the lot. (5/98)

2. Vehicles parked outdoors in a residential zone may be parked in a space within the front yard meeting the requirements for required parking in this Section. In the RS zone no more than four total vehicles shall be parked outdoors on a property. (07/06)

3. Vehicles parked on a lot in a residential zone shall be for the personal use of the occupants of the dwelling. One vehicle used in conjunction with a home occupation or other employment may be parked on the lot provided it complies with the provisions in Section 2.407.G. ~~provided that in the RS, RL, RM, RH, RC and MU zones the vehicle~~

~~shall be parked in an enclosed structure if it has a gross vehicle weight rating not more than 16,000 pounds.~~ (5/98)

E. Yard Parking Restrictions. Exclusive of driveways, no parking vehicles, trailers, boats or recreational vehicles shall be allowed placed within the required front yard area or yards located adjacent to a street. The side yard and rear yard areas may be used for parking of vehicles, boats, trailers, or recreational vehicles unless otherwise prohibited by this Ordinance. (07/06)

F. Storage Restrictions. The yard areas adjacent to a street, other than driveways, shall not be used for the permanent storage of utility trailers, house or vacation trailers, boats, or other similar vehicles, unless the storage area is screened by a six foot sight-obscuring fence, wall, or hedge. The fence, wall, or hedge shall comply with the provisions regarding the location for fences and maintaining a vision clearance area. (07/06)

2.303.05 Joint Use

Parking area may be used for a loading area during those times when the parking area is not needed or used. Parking areas may be shared subject to Zoning Administrator's approval for commercial and industrial uses where hours of operation or use are staggered such that peak demand periods do not occur simultaneously. Such joint use shall not be approved unless satisfactory legal evidence is presented which demonstrates the access and parking rights of parties. (07/06)

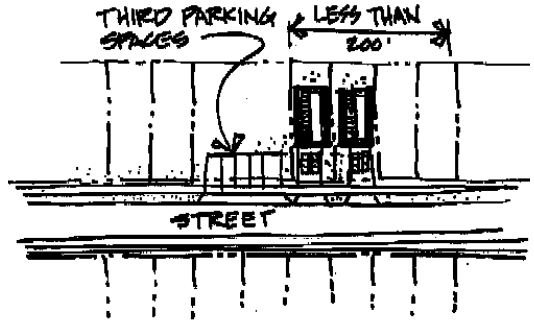
2.303.06 Off-Street Automobile Parking Requirements

Off-street parking shall be provided in the amount not less than listed below. (5/98)

A. Parking Requirements

LAND USE ACTIVITY	SPACES	HOW MEASURED*
Single Family and Duplex	2	2 per dwelling unit
All other dwelling types	2	Per dwelling unit
Hotel, motel	1	Per guest room
Club, lodge		Combination of heaviest uses being conducted: hotel, restaurant, etc.
Hospital	1	Per 2 beds
Nursing home, convalescent home	1	Per 3 beds
Health service, medical or doctor's office	1	Per 350 square feet

House of worship, auditorium, stadium, theater	1	Per 4 seats or every 8 feet of bench length
Elementary, middle school	2 +1	Per classroom + per 350 sq ft of administrative office
High school	1 + 1 + 1	Per classroom + per 10 students + per 350 sq ft of administrative office
Bowling alley, skating rink, community center, recreation facility	1	Per 200 square feet
Golf Course	4	Per green
Theater for movies or plays	1	Per 3 seats
Tennis courts, racquetball courts	2	Per court
Retail store	1	Per 300 square feet
Service repair center; retail store handling bulky merchandise (e.g. furniture, home furnishing, major equipment)	1	Per 900 square feet
Bank	1	Per 250 square feet
Office used for real estate, lawyer, insurance brokers	1	Per 500 square feet
General Office	1	Per 300 square feet
Eating and drinking establishment	1	Per 125 square feet
Wholesale establishment	1	Per 2,000 square feet
Government offices open to the public	1	Per 500 square feet
Industrial, manufacturing, processing (0 - 24,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (25,000 - 49,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (50,000 - 79,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (80,000 - 199,999 sf)	1	Per 2,000 square feet



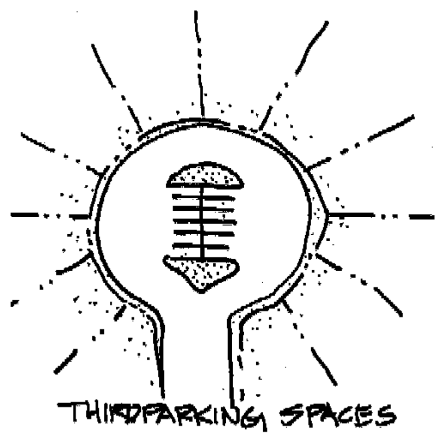
3rd Parking Space in Parking Bay

Industrial, manufacturing, processing (200,000 sf and over)	1	Per 3,000 square feet
Warehousing and storage terminals 0 - 49,999 sf	1	Per 2,000 square feet
Warehousing and storage terminals 50,000 sf and over	1	Per 5,000 square feet

*Square footage = Gross floor area. (07/06)

B. Parking Reduction

The number of minimum required parking spaces may be reduced by up to 10% if transit related amenities such as transit stops, pull-outs, shelters, park and ride lots, transit oriented developments and is when abutting a street with transit service are provided. (07/06)



3rd Parking Space in Cul-De-Sac

C. Parking Increase

The number of minimum required parking spaces shall not be increased by more than 50%. (5/98)

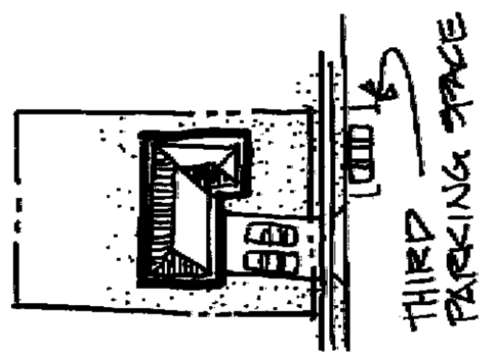
2.303.07 Standards for Disabled Person Parking Spaces

Disabled Person Parking Spaces shall comply with the requirements of the Uniform Building Code and ODOT standards. (5/98)

2.303.08 Bicycle Parking

A Bicycle Parking Required. Bicycle Parking shall be required in all public and semi-public, commercial and industrial development as well as park-and-ride lots. Bicycle parking shall be provided in the following amounts: (5/98)

LAND USE ACTIVITY	BICYCLE SPACES	HOW MEASURED
Multi-family apartments with 4 or more units	1	Per 2 units
Hotel, motel	1	Per 40 guest rooms
Hospital, nursing home, convalescent home	1	Per 50 beds
House of worship, auditorium, stadium, theater	1	Per 20 required vehicle parking spaces
Elementary school	1	Per classroom with a maximum of 10 required
Middle school	1	Per classroom with a maximum of 10 required
High school	1	Per classroom with a maximum of 10 required
Bowling center, skating rink, community center	1	Per 40 required vehicle parking spaces with a maximum of 6 required
Retail store	1	Per 10 required vehicle parking spaces with a maximum of 6 required
Service repair center; retail store handling bulky merchandise (e.g. furniture)	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Bank, offices, medical clinic, government offices	1	Per 20 required vehicle parking spaces with a maximum of 6 required



3RD PARK SPACE PROVIDED ON-STREET

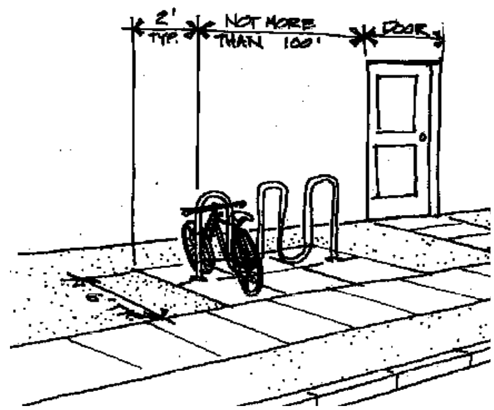
Eating and drinking establishment	1	Per 20 required vehicle parking spaces with a maximum of 6 required
Wholesale establishment	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Industrial, manufacturing, processing	1	Per 30 required vehicle parking spaces
Warehousing and storage terminals	1	Per 30 required vehicle parking spaces

B. Bicycle Parking Development Requirements

1. Space Size. Each bicycle parking space shall be a minimum of six feet long and two feet wide and be accessible by a minimum four foot aisle. (5/98)

2. Location. All bicycle parking areas shall be within 50 feet of a building entrance and located within a well-lit area. (07/06)

3. Rack Design. Bicycle racks must be designed to secure the bicycle frame and at least one wheel, and, accommodate a locking device. Racks, lockers or other related facilities shall be securely anchored to the ground or to a structure. As an alternative, the bicycle spaces can be provided within a secured compound. (5/98)



Bicycle Parking Standards

4. Access. Access to a public right-of-way and pedestrian access from the bicycle parking area to the building entrance must be provided. (5/98)

C. Exemptions

The following uses are exempt from the bicycle parking requirements: (5/98)

1. Seasonal or temporary businesses. (5/98)

2. Drive-in theaters

3. Self-storage facilities

4. Automobile oriented businesses such as automobile service stations, automobile repair shops, restaurants without seating facilities (either indoors or outdoors), or oil and lubrication services, but excluding automobile retail businesses such as dealers or auto parts stores. (5/98)

2.303.09 Carpool and Vanpool Parking

New office or industrial development with 100 or more parking spaces shall designate at least 5% of the parking spaces for carpool or vanpool parking. These designated spaces shall be the closest parking spaces to the building entrance normally used by employees, with the exception of handicapped parking spaces. The carpool/vanpool spaces shall be clearly marked "Reserved - Carpool/Vanpool Only" along with specific hours of use. Any other use establishing car and vanpool spaces may reduce the minimum parking requirement by 3 spaces for each carpool/vanpool space created. (5/98)

2.303.10 Off-Street Loading Requirements

Off-street loading space shall be provided as listed below: (5/98)

A. Commercial Office. Commercial office buildings shall require a minimum loading space size of 12 feet wide, 20 feet long and 14 feet high in the following amounts: for buildings over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)

B. Commercial and Industrial. All other commercial or industrial buildings shall require a minimum loading space of 12 feet wide, 30 feet long, and 14 feet high in the following amount: for buildings containing over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)

2.303.11 Parking and Loading Area Development Requirements

All Parking and loading areas shall be developed and maintained as follows:

A. Surfacing. All driveways, parking and loading areas shall have a durable, hard, dust free surface built to Department of Public Works standards. (5/98)

B. Parking Spaces

1. Dimensions. Parking spaces shall be a minimum 9 feet wide and 18 feet in length.

2. Compact Spaces. Compact parking spaces, at a reduced width of 8.5 feet, shall be permitted on sites with more than five (5) parking spaces. No more than 30% of the required parking shall be compact spaces and each space must be identified as a "Compact Space."

C. Aisle

The following minimum aisle dimensions shall apply: (5/98)

1. Without adjacent parking:

a. Single family residence: 12 feet

b. One-way: 12 feet

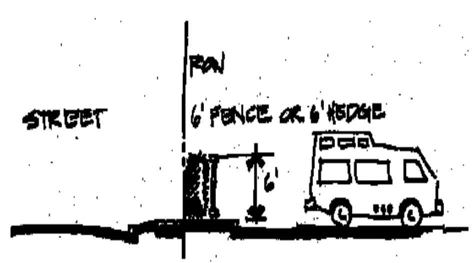
c. Two-way: 22 feet

2. With adjacent parking: (5/98)

PARKING ANGLE	AISLE WIDTH
0 to 40	14 feet
41 to 55	15 feet
56 to 70	18 feet
71 to 90	24 feet

D. Screening. When any parking or loading area abuts a residential zone, the parking or loading area shall be screened or buffered as is required in Section 2.309.05. (07/06)

E. Lighting. All lighting shall be directed entirely onto the loading or parking area and away from any residential use.

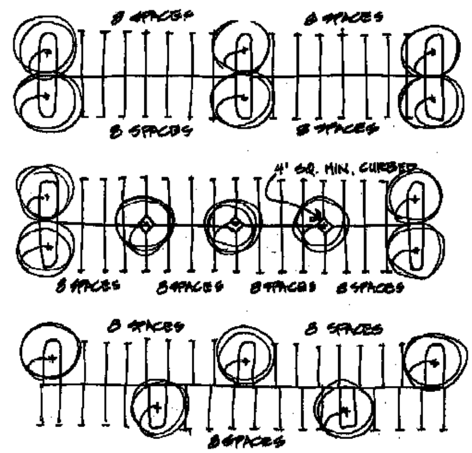


Parking Lot Screening

The lighting shall not cast a glare or reflection onto the public rights-of-way. (5/98)

F. Landscaping. A tree shall be planted for every eight lineal parking spaces not located adjacent to a building. The planting space shall measure no less than 4 feet square and be surrounded by concrete curbing. The plant shall be of a species that the root system will not interfere with underground utilities or the parking surface, and, is capable of achieving a 15 foot radius. (07/06)

G. Traffic Flow. Service drives to off-street parking areas shall be designed and constructed to allow flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrians and vehicular traffic on the site. (5/98)

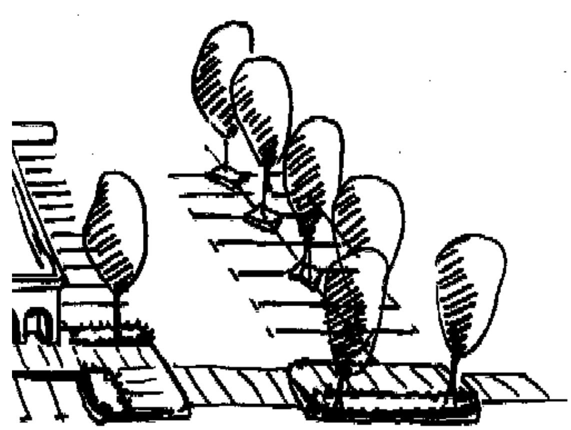


Parking Lot Tree Siting Alternatives

H. Entrance/Exits. Service drive exits shall have a minimum vision clearance area of 15 feet from the intersection of the street and driveway. (5/98)

I. Bumper Rails. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or a bumper rail to prevent a motor vehicle from extending over an adjacent property, a street, or a sidewalk. The bumper shall be at least 4" high and located a minimum of 3 feet from the property line. (5/98)

J. Existing development may redevelop a portion of existing parking areas in order to accommodate or provide transit-related amenities such as transit stops, pull-outs, shelters, and park and ride stations. The number of parking spaces may be reduced by up to 10% of the minimum required parking spaces for that use.



Parking Lot Landscaping

MEMORANDUM

TO: **MAYOR AND CITY COUNCIL**

FROM: **CHRISTOPHER C. EPPLEY**
CITY MANAGER

SUBJECT: **URBAN RENEWAL DISTRICT AMENDMENT**

BACKGROUND

In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Exhibit 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID Area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment since the bonds are backed by the full faith and credit of the City of Keizer.

The City's debt was structured so that the property owner's payments would be sufficient to pay down principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal or model (Model) assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. However, property owners of five of the LID parcels have failed to make payments on their assessments. See highlighted properties on Exhibit 1.

In evaluating the options available to mitigate the risks to the City's General Fund, staff evaluated a number of alternatives listed below:

1. <u>Do nothing and wait for payments to come in.</u> Though there have been some indications that payments will be brought current, we are concerned that no payments will be forthcoming on the delinquent properties any time in the near future. The other possibility is that payments are brought current, but with no income coming in on the bare land, that payments become delinquent again immediately.

   This option leaves no funds at all (if payments are not made) to pay down principal and results in significant interest costs and an unsolvable balloon payment.

2. Rely only on foreclosure and resell delinquent properties. In a normal real estate market, we would recommend this option and take the risk that the proceeds from the sales of the properties would be sufficient to make the assessments. This is not a normal real estate market. Staff is concerned that the proceeds will be significantly less than the total assessments owed. Another large concern is how long it would take to sell the properties in today's market. With thousands of dollars in interest costs each month, time becomes critical.

3. Wait and refinance the bonds in 2018. The current bond covenants do not allow refinancing of the bonds until 2018. If no additional principal calls are made, there will be hundreds of thousands dollars of interest costs lost. In addition, there is no guarantee that the interest rate in 2018 will be favorable or lower than the current rate of 5.2%. Simply waiting until 2018 to refinance the bonds is a large risk considering these interest costs and not knowing if refinancing is a viable option.

4. Use the City's general fund to make principal calls. To pay enough principal calls each year to retire the bonds in 2031, assuming the continued default, the City would have to use over $300,000 of general funds each year. There is no other available source of funds. Use of these funds would require layoffs of four or five full time equivalent positions. This would be in addition to the six unfilled and unfunded positions currently in place. These lost General Fund positions would have to remain vacant through the term of the debt defeasance. At the minimal staffing level already in place, this option would significantly reduce the City's capacity to meet its mission in the program areas identified to absorb the staffing cuts.

5. Amend the Urban Renewal District. This option would amend the existing Urban Renewal District for a period of 2 to 4 years depending on the strategy ultimately agreed upon to increase the maximum indebtedness by $5,763,507 to $51,653,891. This additional increment would be combined with existing unspent Urban Renewal District authority and program income to pay down the LID principal in sufficient amounts so that the payments from those properties not in default would be sufficient to stay on the debt defeasance model and secure the City's General Fund from risk. This strategy would be combined with foreclosure or voluntary conveyance of the delinquent parcels so that they can be liquidated at an advantageous time and pay back the overlapping districts within the Urban Renewal District area for foregone revenues caused by the amendment. In this scenario, the use of Urban Renewal funds acts only as a bridge as a prudent method to assure the solvency of the City.

Staff believes option #5 to be the most prudent as it is the only identified method in which the City is in control of the outcome. All other options have unmanageable risks or significant negative impacts associated with them. It should be noted that foreclosure or voluntary conveyance of the delinquent properties will occur whether or not the Urban

Renewal Plan is approved. The Urban Renewal funds can only be used for assessments if the City/Urban Renewal Agency owns the properties.

A major amendment of the Urban Renewal Plan, as this is, requires written concurrence from overlapping districts equaling at least 75% of the total tax assessment within the Urban Renewal District area. The City is one of those districts and received a memo from the Agency requesting concurrence, which included the proposed Plan and Report (Exhibit 2). The Urban Renewal Agency requests that the City provide such affirmative concurrence to the proposed Ninth Amendment to the Urban Renewal Plan.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution providing written concurrence to the Keizer Urban Renewal Agency to proceed with the Ninth Amendment to the Keizer Urban Renewal Plan.


Exhibit '1'
Keizer Station Area A
Properties in Default

MEMO

TO:	City of Keizer
FROM:	Lore Christopher, City of Keizer Mayor and Board Chair, Keizer Urban Renewal Agency
RE:	Taxing District Impacts: Keizer North River Road Economic Development Area Renewal Plan
DATE:	October 26, 2011

Background:

The City of Keizer (City) and the Keizer Urban Renewal Agency (Agency) are investigating amending the Keizer North River Road Economic Development Area Urban Renewal Plan (Plan) by increasing the maximum indebtedness limit of the Plan in order to address a default by one of the property owners on a Local Improvement District (LID) payment within the Plan area. This default puts the City in potential future jeopardy as it has secured the LID with the full faith and credit of the City. The extension of the Plan would mean that the taxing jurisdictions would continue to forego **a portion** the property taxes calculated on the increase in value within the Keizer North River Road Economic Development Area (Area) during the period of the extension. The proposed extension period would be four years and the Agency would share the taxes off the "excess value[1]" in the Area with the affected taxing jurisdictions. In consideration of the extension, the City is making the unprecedented proposal to pay to the affected taxing jurisdictions the specific amounts each would forego during the extension period, using any future proceeds from the sale of the properties in default, after foreclosure and after paying for any fees and administrative expenses of the foreclosure.

It should be noted that foreclosure or voluntary conveyance of the delinquent properties will occur whether or not the Urban Renewal Plan is approved. The Urban Renewal funds can only be used for assessments if the City/Urban Renewal Agency owns the properties. City staff has considered options other than use of Urban Renewal funds. However, none of the options are very attractive:

1. <u>Do nothing and wait for payments to come in.</u> Though there have been some indications that payments will be brought current, we are concerned that no payments will be forthcoming on the delinquent properties any time in the near future. The other possibility is that payments are brought current, but with no income coming in on the bare land, that payments become delinquent again immediately.

   This option leaves no funds at all (if payments are not made) to pay down principal and results in significant interest costs and an unsolvable balloon payment.

2. <u>Rely only on foreclosure and resell delinquent properties.</u> In a normal real estate market, we would recommend this option and take the risk that the proceeds from the sales of the properties would be sufficient to make the assessments. This is not a normal real estate market. Staff is concerned that the proceeds will be significantly less than the total assessments owed. Another large concern is how long it

[1] Excess value is the assessed value which has been gained in the urban renewal area from the inception of the urban renewal plan.

would take to sell the properties in today's market. With thousands of dollars in interest costs each month, time becomes critical.

3. Wait and refinance the bonds in 2018. The current bond covenants do not allow refinancing of the bonds until 2018. If no additional principal calls are made, there will be hundreds of thousands dollars of interest costs lost. In addition, there is no guarantee that the interest rate in 2018 will be favorable or lower than the current rate of 5.2%. Simply waiting until 2018 to refinance the bonds is a large risk considering these interest costs and not knowing if refinancing is a viable option.

4. Use the City's general fund to make principal calls. To pay enough principal calls each year to retire the bonds in 2031, assuming the continued default, the City would have to use over $300,000 of general funds each year. There is no other available source of funds. Use of these funds would require layoffs of four full time equivalent positions. This would be in addition to the six unfilled and unfunded positions currently in place. This would not be for the next few years; it would be for 20 years. At the minimal staffing level already in place (65 FTE in the General Fund) this would be a catastrophic option.

The use of Urban Renewal funds acts only as a bridge as a prudent method to assure the solvency of the City. It is the only method staff has identified in which we can control the outcome. All other options have risk of significant negative impacts.

The 2009 Legislature made major changes to the statutes governing urban renewal and tax increment financing. Maximum indebtedness increases of an urban renewal plan are now limited by a formula of 20% of the **initial** maximum indebtedness, indexed using the index in the Report used to compute future costs of projects to be financed under the plan.[2] The initial maximum indebtedness was $22,390,384. The initial cost indexing was set at 2.3%. The increase in maximum indebtedness proposed in the Plan amendment will exceed this limitation.

However, the limitation stated in the preceding paragraph does not apply if the urban renewal agency obtains written concurrence of the taxing districts imposing at least 75% of the amount of taxes imposed under permanent rate limits in the urban renewal area in the fiscal year prior to the fiscal year in which a plan is amended.[3] The statute does not clarify the form of written concurrence. The projected impacts on the affected taxing jurisdictions of the scenario being examined for increasing the maximum indebtedness are shown in the tables below. The first table shows the proposed division of taxes to the Agency (shown as URA collections) and the Taxing Districts for the proposed four year extension period of the Plan. The revenues shown are revenues **in excess** of what your district has been receiving in taxes as you would receive this additional revenue due to the sharing formula for the urban renewal area as proposed in this extension.

[2] ORS 457.220(4)(a)(b)
[3] ORS 457.470(7)

Taxing District	FY 2012-2013		FY 2013-2014		FY 2014-2015		FY 2015-2016	
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections
50 - Marion County	$293,292	$627,325	$293,292	$637,902	$293,292	$648,585	$293,292	$659,375
109 - City of Keizer	$202,024	$432,110	$202,024	$439,396	$202,024	$446,755	$202,024	$454,187
308 - Keizer FD	$131,134	$280,484	$131,134	$285,213	$131,134	$289,990	$131,134	$294,814
Keizer FD Bonds	$13,030	$0	$13,030	$0	$13,030	$0	$13,030	$0
420 - Salem-Keizer SD	$438,310	$937,503	$438,310	$953,311	$438,310	$969,276	$438,310	$985,401
Salem-Keizer SD Bonds	$133,529	$0	$133,529	$0	$133,529	$0	$133,529	$0
460 - Willamette Regional ESD	$28,765	$61,526	$28,765	$62,563	$28,765	$63,611	$28,765	$64,669
500 - Chemeketa Comm College	$60,681	$129,791	$60,681	$131,979	$60,681	$134,189	$60,681	$136,422
Chemeketa Comm C Bonds	$8,289	$0	$8,289	$0	$8,289	$0	$8,289	$0
701 - Regional Library	$7,930	$16,963	$7,930	$17,249	$7,930	$17,537	$7,930	$17,829
900 - Salem Area Mass Transit	$73,769	$157,785	$73,769	$160,445	$73,769	$163,133	$73,769	$165,846
240 - Marion Soil & Water	$4,847	$10,368	$4,847	$10,543	$4,847	$10,543	$4,847	$10,898
Total	$1,395,602	$2,653,853	$1,395,602	$2,698,600	$1,395,602	$2,743,618	$1,395,602	$2,789,442

The table below shows the cumulative impact of four years of sharing the taxes off the “excess value” or growth of assessed value of the urban renewal area.

Taxing District	Total Over Four Years		
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	Total Collections
50 - Marion County	$1,173,170	$2,573,187	$3,746,357
109 - City of Keizer	$808,096	$1,772,447	$2,580,543
308 - Keizer FD	$524,537	$1,150,500	$1,675,037
Keizer FD Bonds	$52,120	$0	$52,120
420 - Salem-Keizer SD	$1,753,240	$3,845,491	$5,598,730
Salem-Keizer SD Bonds	$534,116	$0	$534,116
460 - Willamette Regional ESD	$115,060	$252,368	$367,428
500 - Chemeketa Community College	$242,723	$532,381	$775,104
Chemeketa Community C Bonds	$33,157	$0	$33,157
701 - Regional Library	$31,722	$69,578	$101,300
900 - Salem Area Mass Transit	$295,076	$647,209	$942,286
240 - Marion Soil & Water	$19,390	$42,353	$61,743
Total	$5,582,407	$10,885,514	$16,467,920

The impact on bonds is not shown in the tables above. The taxing jurisdictions continue to receive the revenue from the bonds in urban renewal, but bonds issued prior to October of 2001 have an impact on the individual tax payer where bonds and local option levies issued after October 2001 are exempt from the division of taxes of urban renewal. They continue to receive the full rate off the increase of value within an urban renewal area.

The split indicated in the tables above is approximately 34% to the Agency and 66% to the Taxing Districts.

Request

The City and the Agency are requesting that the taxing jurisdictions that levy taxes within the Area concur with:

- An increase in the maximum indebtedness for the Plan that is greater than 20% of the original maximum indebtedness, as adjusted; and

A taxing jurisdiction may chose to adopt the attached resolution to provide the written concurrence, or may provide other written concurrence. We need this concurrence by November 14, 2011 in order to pursue this amendment. If you would like to discuss this request, please notify Christopher Eppley, City Manager at your earliest convenience (503.390.3700 or eppleyc@keizer.org)

Thank you very much for your consideration of this proposal.

WHEREAS, the City of Keizer, Oregon is considering a substantial amendment to the Keizer North River Road Economic Development Area Urban Renewal Plan (Plan) to increase its maximum indebtedness from $45,890,384 to $51,653,891 (Urban Renewal Plan Amendment); and

WHEREAS, this increase is anticipated to be greater than 20 percent of the initial maximum indebtedness of the Plan, as adjusted pursuant to ORS 457.220(4) and

WHEREAS, the proposed increase in maximum indebtedness stated in the Urban Renewal Plan Amendment requires the written concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the North River Road Economic Development Urban Renewal Area (Area); and

WHEREAS, the repayment of the debt incurred by the Keizer Urban Renewal Agency (Agency) for the Plan, as amended, requires that the Agency apply 34% of the tax increment revenues it receives for repayment of Agency debt (and associated costs) and stipulates that the remaining 66% be allocated to the taxing jurisdictions, which allocation requires the written concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the Area; and

WHEREAS, the City of Keizer is pledging to pay the portion of the revenues foregone by the taxing jurisdictions up to the amount received from any future foreclosure or collection of the defaulting Local Improvement District participant after reimbursement of the City's fees and administrative expenses for this debt collection, and

WHEREAS, the City of Keizer imposes permanent rate property taxes in the Area; and

WHEREAS, the Agency representatives have consulted and conferred with the affected taxing jurisdictions and have proposed a time frame for extension of the Area of four years; and

WHEREAS, concurrence under ORS 457.470(7) of the City of Keizer is required for the Agency to approve the Urban Renewal Plan Amendment

NOW THEREFORE THE City of Keizer RESOLVES:

1. The City of Keizer Board hereby concurs with the proposed Urban Renewal Plan Amendment which will:
    a. Increase the maximum indebtedness beyond the limits of ORS 457.220(4) and
    b. Cause the Agency to notify the County Assessor to divide the tax revenues collected on the value in the Area according to the Urban Renewal Plan Amendment and this Resolution each tax year until the debt incurred under the Plan, as amended, is repaid.

Ninth Amendment to the North River Road Economic Development Area Urban Renewal Plan

November 21, 2011

Background: In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Exhibit 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID Area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment since the bonds are backed by the full faith and credit of the City of Keizer.

The City's debt was structured so that the property owner's payments would be sufficient to pay down principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal or model (Model) assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. However, property owners of five of the LID parcels have failed to make payments on their assessments.

The City has been advised by K & L Gates (representing the City as bond counsel) that it could use tax increment financing from the existing urban renewal area to support the City's commitment on the LID. The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan (Plan) to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is consulting and conferring with the affected taxing jurisdictions to gain their concurrence to this amendment. The City is proposing to refund to the affected taxing jurisdictions the specific amounts foregone under this extension of the Area with any future proceeds from a potential foreclosure of the properties in default, after paying for any fees and administrative expenses of the foreclosure.

The Ninth Amendment also makes changes to sections of the Plan to update it to be in conformance with present statutory changes, comprehensive plan and zoning changes and urban renewal best practices. Deletions are shown by ~~cross outs~~ and insertions are shown by *italics* except for Section 400, which is noted within the section.

The Ninth Amendment makes the following changes:

Section 400 - Relationship to Local Objectives:

The purpose of this renewal plan is to eliminate blighting influences found in the Renewal Area, to implement goals and objectives of Keizer's Comprehensive Plan, and to implement development strategies and objectives for the North River Road Urban Renewal Area, and for the ~~Chemawa Activity Center~~ *Keizer Station Activity Center.*

Insert after the second paragraph in Section 400 A.

As part of the consideration of a substantial amendment to the North River Road Economic Development Area Urban Renewal Plan (Plan), the section in the existing Plan is being updated to reflect current best practices. The following language (this added section will not be shown in italics, as italics are used within the section) will be inserted into the Plan:

The Keizer 2010 Comprehensive Plan is illustrated by the Comprehensive Plan Map, which is incorporated as part of the Plan. The various areas appearing on the map represent the land use classifications which have been developed for residential, commercial, industrial, and public and environmental areas.

This section will identify each applicable goal in the Keizer Comprehensive Plan and state how the urban renewal plan conforms with the Keizer Comprehensive Plan. Text taken directly from the Comprehensive Plan will be in *italics*. The most specific applications to the Proposed Amendment are the goals under the Economic, Commercial and Industrial Development section of the Comprehensive Plan.

1. Economic, Commercial and Industrial Development

1a. Goal a(1): *"Broaden, improve and diversify the Keizer economy while maintaining or enhancing its environment."*

Findings: The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses in the area. The urban renewal district has helped to develop the Keizer Station, which has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These businesses are mostly businesses which were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, the funding of urban renewal grants along River Road has resulted in numerous examples of new businesses, such as the Keizer Plaza, which is locating there specifically due to the availability of grant funding to offset the cost of development of the site. Therefore, the urban renewal plan conforms with this goal.

1b.Goal a(7): *"Encourage public and private efforts to increase economic development in Keizer. To the extent possible, such development should use local capital, labor, and management."*

Findings: The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses. The urban renewal district has helped to develop the Keizer Station, which has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and these have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These businesses are mostly businesses which were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, the funding of urban renewal grants along River Road has resulted in numerous examples of new businesses, such as the Keizer Plaza, which is locating there specifically due to the availability of grant funding to offset the cost of development of the site. Encouraging these private development efforts conforms with the City's Comprehensive Plan.

The urban renewal district allows the Keizer Urban Renewal Board and the Urban Renewal Agency to continue to work with groups such as the Chamber of Commerce to increase the economic development opportunities within Keizer. Keizer does not have an administrative division that deals primarily with business development issues, and so must utilize other existing organizations such the Chamber of Commerce and/or Rotary to work towards identifying issues that may be of importance to the business sector. One of the benefits of the urban renewal board is that it can be a facilitator in the discussion of issues such as increasing economic development.

This coordination and cooperation of the City with other private and public entities shows the Plan conforms within the Comprehensive Plan.

1c.Policy 4: *"Provide as funds allow, necessary public facilities and programs to encourage new industrial and other economic development and the expansion of existing industry and business."*

Findings: One of the major activities of the urban renewal district is the establishment of the Keizer Urban Renewal board that recommends to the Urban Renewal Agency the authorization of funds for commercial properties seeking grants for landscaping or façade improvements within the district. This program was designed to highlight, enhance and attract businesses along River Road. This was in response to the concerns raised that, with the pending development of the Keizer Station, additional attention should be focused along River Road in an effort to keep this commercial area viable. The chosen method was to encourage the beautification of properties along River Road by installing separated sidewalks and increased landscaping. In addition to the aesthetic enhancement, the sidewalk relocation projects resulted in increased safety for pedestrians along River Road as the sidewalk is pulled back from the curb of the street. This program has resulted in 31 projects being awarded urban renewal funding of approximately $832,000 since the program's inception in 1996, and has been considered to be very successful.

In addition, urban renewal funds were used to provide necessary public facilities in the development of the Keizer Station. The City's coordination of the LID for infrastructure improvements in the Keizer Station as a project in the Plan has encouraged economic development in the plan area. The Plan conforms to this section of the Comprehensive Plan.

1d.Specific Policy 4: *"Work with the Keizer Merchants Association and other business groups to encourage cooperation among commercial enterprises along North River Road and Cherry Avenue in establishing guidelines, goals and funding sources for public and private improvements."*

Findings: The urban renewal district is a vehicle for both the Chamber of Commerce and other business associations to work with the city on implementing a number of ideas that support commercial activity along River Road. Both the urban renewal board and the urban renewal agency have had public hearing and public meeting on issues that are considered to be important to the Chamber of Commerce and or other business groups. An example is the recent request of the Chamber of Commerce to seek funding for a visitor center /chamber office and a prior request to consider the placing of a banner above River Road that could used to support various civic functions. The Plan conforms to this section of the Comprehensive Plan.

This urban renewal district extension will comply with other sections of the comprehensive plan including:

2. Citizen Involvement: *General Goals*

1) Provide for widespread citizen involvement.
2) Assure effective two-way communication with citizens.
3) Provide the opportunity for citizens to be involved in all phases of the planning process.
4) Assure that technical information is available in an understandable form.
5) Assure that citizens will receive a response from policymakers.
6) Insure funding for the citizen involvement program.

The adoption of an amendment will require notice to interested parties and a public decision-making process involving public hearings, deliberation, and ordinance adoption. A public meeting will be scheduled before the planning commission and a public hearing in front of the city council. This process is consistent with the provision for providing an opportunity for citizens to be involved in all phases of this planning process as required by this goal and with implementing administrative rules within Oregon Administrative Rules.

3. Land Use Planning: This proposal will be conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Public hearings will be conducted before both the planning commission and city council where an opportunity for both verbal and written testimony will be provided.

4. Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits there are two zones, Exclusive Farm Use (EFU) and Special Agriculture (SA), which are designated to allow commercial agricultural uses. The proposal involves an urban renewal district that is within the boundaries of the city limits of Keizer. It will not affect either the EFU or the SA zoned lands or lawful uses occurring on those lands. Therefore, the proposal will comply with the Farm Land Goal and with any implementing administrative rules.

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

6. 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 established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. The proposed urban renewal district extension will not affect any of the city's natural resources protection regulations nor the lawful use of any properties that are within this overlay zone.

7. 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. New construction is required to be connected to the established sanitary sewer system, thereby reducing the likelihood of groundwater contamination from failing on-site septic systems. The city has storm water regulations that are written to maintain water quality in the Willamette River and local streams. Land quality is preserved through the city's erosion control regulations and through zoning code development regulations. Air quality is preserved through the city's development code regulations that limit certain types of uses in certain zones. Primarily, air quality regulations will continue to be enforced by the appropriate state agencies that govern air emission standards. The urban renewal district extension will have no impact on the quality of water, land, or air resources, and so complies with this goal and with the administrative rules that implement this goal.

8. 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 inside the city limits. A floodplain is the area that is adjacent to a body of water which may be subject to periodic inundation. 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. With the exception of areas removed from the 100-year floodplain through the Letter of Map Amendment the 100-year floodplain is the area of greatest concern. This area is referred to as a 100-year floodplain it is because it has a statistical probability of having a 1% chance of flooding in any one year. The last major 100 year flood event was the 1964 flood. By contrast, the 1996 flood was not a 100 year flood event for Keizer, although clearly there was a significant amount of water flowing through parts of Keizer during that flood event. 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. Only in the area identified as a floodway will most forms of development be prohibited. The floodway is identified as the general channel(s) of rivers and streams that, during a flood event, will experience very significant water depth and velocity flows. The revision will neither impact this goal nor any administrative rules.

9. 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 the parks, playgrounds, and other recreational opportunities within the city limits and also plans for the city's future park and recreation needs. The proposed urban renewal district extension will not have any impact on the recreational activities or uses that occur on any park land within the city. Therefore, the amendment will not impact either this goal or any administrative rules that implement it.

10. Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. The city is currently engaged with Marion and Polk Counties and with the City of Salem to conduct an economic opportunity analysis for the Salem – Keizer regional area. The intent of this study is to identify potential economic opportunities facing the region so as to better plan to take advantage of these economic opportunities. A follow up to that study will be for the city to adopt its own local economic opportunities analysis which will be geared specifically to economic opportunities facing Keizer. The proposed urban renewal district extension will not have any impact on the city economic development plans. Therefore, the proposal is consistent with this goal and with all administrative rules.

11. Housing: This goal requires the city to plan and provide for the housing needs of its residents. The city is currently engaged with the City of Salem to conduct a planning study of buildable lands and housing needs analysis for the Salem – Keizer regional area. A follow up to that study will be for the city to adopt its own local housing needs analysis which will be geared specifically to Keizer. The intent of the proposed urban renewal district extension will not impact either this goal or any related rules.

12. 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, sanitary sewer, has an established street system, administrative and police and public safety also are provided by the city. Fire protection services will continue to be provided by the Keizer Fire District or Marion County Fire District #1 depending on which district property is located. One of the issues in the Ninth Amendment is protection of the City's financial health. Addressing the potential default of the LID will enable the City to keep on top of a potential future problem and prevent a major financial burden to the City's general fund in the future. The urban renewal district extension will comply with this goal and all administrative rules.

13. 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. The issue to be addressed in the Ninth Amendment is the funding source for a major transportation project in the area. The ability to complete the project allowed for the development of Keizer Station Activity Center and the resulting positive economic impact on the City. The proposed urban renewal district extension will address the funding source of a major transportation system. Otherwise, it will not affect either this goal or any rules.

14. 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 urban renewal district extension will have not impact this goal nor any of the implementing administrative rules.

15. 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 will have no impact on the intent of this goal as it only will involve land that is within the city limits and not the use of land being transitioned from rural to urbanized uses.

16. Willamette River: This goal seeks to protect, conserve, maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed urban renewal district extension will not impact the Willamette River. The revision will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and so this goal is not applicable.

Given a review of the goals of the Keizer Comprehensive Plan, the substantial amendment to the North River Road Economic Development Area Urban Renewal Plan conforms with the City of Keizer Comprehensive Plan.

A-2. KEIZER ZONING ORDINANCE

The City's zoning ordinance implements the comprehensive plan. No new projects are proposed and the existing projects conform with the zoning designations in the existing Plan.

A-3. KEIZER STATION PLAN

The Keizer Station Plan was originally adopted by the Keizer City Council on February 3, 2003 and has been amended three times in July of 2007, April of 2010 and June of 2010. The goals of the Keizer Station Plan are:

Establish a northern gateway into the Keizer area;
Provide an opportunity for multi-modal transportation options;
Provide the opportunity to live, work and shop in close proximity to the Center;
Enhance the economic activity within the community without threatening the economic health and redevelopment activities along the River Road and Cherry Avenue corridors;
Provide an appropriate site for community facilities;
Offer a source of employment, including family wage jobs; and
Be a Source of Pride.

The purpose of the urban renewal district is to promote business retention, expansion, and growth within the community, and will achieve this goal by broadening and diversifying the number of businesses. The urban renewal district has helped to develop the Keizer Station and has created an opportunity for new businesses to locate in Keizer. To date, approximately 35 businesses have located in Area A of the Keizer Station and have resulted in the creation of hundreds of jobs. There are approximately 12 vacant parcels in Area A. These new businesses are mostly businesses that were not located in any other part of the city and so are new businesses, not relocated businesses. They have helped to broaden the local economy by allowing for a greater diversity of commercial businesses within the community. In addition, with the funding of urban renewal grants along River Road, there are numerous examples of new businesses, such as the Keizer plaza, locating there specifically due to the availability of grant funding to offset the cost of development of the site. Therefore, the proposed urban renewal district extension will conform with the goals of the Keizer Station Plan.

Section 400 B. Renewal Project Objectives
14. Make improvements required to assist in development and implementation of the ~~Chemawa Activity Center~~ *Keizer Station Activity Center.*

Section 400 - Relationship to Local Objectives

C. Renewal Area Strategy

4. In the mid to long term, support the redevelopment of the area designated as the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* for public, industrial, and commercial uses.

Section 500 - Proposed Land Uses

A. Land Use Plan
   1. City of Keizer Comprehensive Plan

Activity Centers. The AC is an overlay district whose purpose is to encourage a mix of intensive land uses emphasizing transit and pedestrian activity, and to allow flexibility of development regulations. An AC designation is located at the McNary Activity Center, northwest of the N. River Road/Lockhaven Drive intersection. The primary uses identified are retail-office center, park and open space lands, medium and high density residential.

Civic. Government offices and facilities are included in this category, shown on the diagram in symbol form. Civic facilities should conform to underlying zoning requirements.

Parks and Open Spaces. Publicly owned neighborhood and community park sites, and dedicated open spaces. The public facilities section contains standards and specific policies. The plan diagram indicates future park sites as a symbol, requiring site-specific studies and available funding to determine the exact size and location.

Medium Density Residential.
1) Allow a mix of housing types in this category at a density averaging from 6 to 10 dwelling units per acre. Identify criteria and location for this category in the zoning ordinance.
2) Allow detached, attached, duplex, and multiple family housing in this category.
3) Schools, neighborhood shopping facilities, parks and churches are allowed in this category subject to conditional use criteria in the zoning ordinance.

Mixed Use. Provide areas intended for development that combines commercial and residential uses in a single building or complex. These areas will allow increased development on busier streets without fostering a strip commercial appearance. The designation encourages the formation of neighborhood "nodes" of activity where residential and commercial uses mix in a harmonious manner. This development type will support transit use, provide a buffer between busy streets and residential neighborhoods, and *provide new housing opportunities in the City. The emphasis of the nonresidential uses is primarily on locally oriented retail, service, and office uses. Commercial development may occur within the same building or complex as residential development. Clusters of residential and commercial uses around landscaping features or parking areas will also occur. Development is intended to be pedestrian-oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses.*

Special Planning District. For properties located within the Keizer Station Plan which are identified for a mix of commercial and industrial development, the Comprehensive Plan map designation shall be Special Planning District (SPD). The SPD is designated to:
(a) Provide for a mix of commercial and industrial development.
(b) Identify Special Planning District in northeast sector of Keizer.
(c) Provide opportunity for employment area service center to develop within the district.
(d) Allowed uses are to be comparable to industrial business park uses and commercial uses to service employment area service center and the traveling public as described in III.D.2.d.(2) of this plan.
(e) Encourage commercial and industrial economic opportunities within Specific Policy Areas as depicted in III.C.3.a.(7).(b) and III.C.4.d.(2) of this Plan.

~~100-Year Floodplain. An overlay district and zoning designation apply to the 100-year floodplain. A portion of the Claggett Creek drainage is included in this overlay.~~

2. City of Keizer Zoning Classifications.

~~High Density Residential. The RH zone allows multiple family dwellings on a lot at high densities. This zone is used in areas designated MHDR in the Comprehensive Plan.~~

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

Commercial Mixed Use – Limited Use Overlay. The purpose of the Limited Use Overlay Zone is to reduce the list of permitted uses in a zone to those that are suitable for a particular location. Zones permit a number of uses without notification or opportunity for a hearing. These uses are included in the zone because they are considered basically equivalent in terms of the type and intensity of activity. However, on a particular property certain permitted uses may conflict with adjacent land uses. Rather than deny appropriate permitted uses because the proposed zone would permit an objectionable use, the Limited Use Overlay can be used to identify the appropriate uses and require a conditional use permit for other uses normally permitted in the zone. It is the intent that the maximum number of acceptable uses be permitted so that the use of the property is not unnecessarily limited. (5/98)

General Employment. 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)

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

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

oriented with buildings close to and oriented to the sidewalk. Parking may be shared between residential and commercial uses. (4/08)
The Mixed Use zone is suitable for the Medium Density Residential, Medium-High Density Residential and Mixed Use Comprehensive Plan designations. (5/98)

~~Urban Transition. The UT zone is used for areas where urban facilities are not provided. The zone permits continuation of established uses which will not interfere with the later use for urban development consistent with the Comprehensive Plan. The UT zone is used in all Comprehensive Plan designations where the full development of the planned uses are not possible due to inadequate public facilities.~~

~~Flood Plain Overlay. This overlay zone is used to restrict and manage development within the 100-year flood plain, and applies to areas designated 100-Year Floodplain in the Comprehensive Plan.~~

Section 700 - Description of Projects to be Undertaken

A. 3. ~~Chemawa Activity Area~~ *Keizer Station Activity Center*
The Agency will assist in the financing of the transportation system in this area through support for the financing of the Local Improvement District in place for infrastructure improvements within the area.

B. 1. c. Distribution System – Area A – A 12 inch water main is to be extended along Tepper Lane into the Activity Center. This line will extend south through the ~~Center~~ *Keizer Station Activity Center* serving all properties. It will be of adequate capacity for most potential users. If a high water consuming user locates in the ~~Center~~ *Keizer Station Activity Center*, an additional well may be necessary.

2. f. Area B Trunk – Drainage for Area B of the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* will be extended from the west. Area B of the ~~Activity Center~~ *Keizer Station Activity Center* area is shown in the map attached as Exhibit B of this Plan.

3.c. Trunk Line through Area A – A sewer trunk line sufficient to service the area will be extended from its current location northwest of the ~~Center~~ *Keizer Station Activity Center* along its northern boundary and then south through the site generally following the new Radiant Drive alignment.

C. 3. b. Construction of a parking lot to serve the stadium and other uses in the ~~Chemawa Activity Center~~ *Keizer Station Activity Center* area.

F. *3. The following additional properties are identified in the Ninth Amendment for acquisition by the Agency:*

Tax Map No.	*Tax Lot*
063W36A	*04200*
063W36A	*04000*
063W25	*04500*
063W25	*04200*
063W36A	*02800*

Schedule: The Agency proposes to commence acquisition of the properties within two years from the date of approval of the amendment and to complete acquisition within four years from such approval, depending on the potential issues encountered with foreclosure or condemnation. The ultimate disposition of the properties is to be by future sale. The properties are anticipated to be sold within ten years of the approval of the Ninth Amendment.

Section 1000 - Future Amendments

B. Substantial Amendments
2. ~~Extending the date in section 1102 of this plan, after which no bonded indebtedness shall be issued with respect to the plan or any project undertaken with respect to the plan~~.
Inserting
2. The maximum indebtedness increase authorized in the 9^{th} Amendment will be used solely for the purposes of addressing the potential default by property owners in making payments on account of the Local Improvement District in the Keizer Station Activity Center, and the City of Keizer and Keizer Urban Renewal Agency costs and fees in the administration and issues dealing with the default of this LID. Any use of the authorized increase in funds for a purpose other than the resolution of the LID default and associated fees and expenses of the LID will require an additional substantial amendment to the plan.

The affected taxing jurisdictions shall be reimbursed some or all of their foregone revenue caused by the increase of the maximum indebtedness authorized by the 9th Amendment) as follows:

a. *"Foregone revenue" is the property tax revenue that a taxing district will not collect due specifically to the increase in maximum indebtedness authorized by the 9^{th} Amendment and the resulting delay in the termination of collection of tax increment by the Urban Renewal Agency as called for in the 9th Amendment.*

b. *The source of the reimbursement funds are limited to the net proceeds of the sale of real property that is acquired by the Urban Renewal Agency or the City of Keizer as a result of Keizer Station Area A Local Improvement District foreclosure or voluntary conveyances of such properties in default. "Net proceeds" are those proceeds remaining from the sale after payment of all* *reasonable and customary costs of sale and payment of senior liens, including property taxes owing and any remaining LID assessments against any of the defaulting properties not already paid with Urban Renewal funds as called for in this 9th Amendment and City of Keizer and Keizer Urban Renewal Agency administrative costs.*

c. As each property described in Subsection 2 above is sold, the net proceeds will be distributed to the affected taxing jurisdictions in proportionate shares based on the ratio of each jurisdiction's permanent rate to the total permanent rates imposed by all taxing districts in the urban renewal area. The proportionate share for Salem-Keizer School District 24J shall be paid to the State of Oregon to the degree that the State paid to the school district the amount of the school district's foregone revenue.

d. Reimbursement shall include interest at the rate of 4% per annum from December 31st of the year revenue is foregone to the 1st of the month in which payment is made. All properties shall be sold and proceeds disbursed no later than ten (10) years after the effective date of the Ninth Amendment to this Plan.

e. In no event shall the Urban Renewal Agency or the City of Keizer be responsible for reimbursement other than as stated above.

Section 1101- Annual Financial Report

~~By August 1 each year~~ *Not later than January 31 of each year*, the renewal agency will prepare a statement showing:

Add:

The statement shall be filed with the governing body of the municipality. Notice shall be published that the statement has been prepared and is available to all interested parties. The notice shall be published once a week for not less than two successive weeks before March 1 of the year in which the statement is filed, in accordance with ORS 457.115. The notice shall summarize the information required in ORS 457.460(1)(a) to (d) and shall set forth in full the information required under subsection ORS457.460(1)(e).

Section 1102 - Latest Date for Issue of Bonded Indebtedness

~~SECTION 1102 was inserted in the plan in 1993 in order to meet requirements of ORS 457. This requirement on latest date for bonded indebtedness has been superseded by changes to ORS requiring a maximum indebtedness be inserted in the plan. Section 1300 of this plan, inserted in 1998, contains the maximum indebtedness of the plan.~~

Section 1330 - Maximum Indebtedness

The Ninth Amendment to this plan increases the amount of indebtedness that can be issued under the Plan by $5,763,507 to $51,653,891.


Exhibit '1'
Keizer Station Area A
Properties in Default

Report Accompanying North River Road Economic Development Area Urban Renewal Plan

Prepared for the City of Keizer and Keizer Urban Renewal Agency

October 26, 2011

City of Keizer

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Jeannette Launer, Legal Counsel

TABLE OF CONTENTS

INTRODUCTION

The North River Road Economic Development Urban Renewal Report (Report) contains background information and project details to the North River Road Economic Development Urban Renewal Plan (Plan). The Report is not a legal part of the Plan, but is intended to provide public information and a basis for the findings made by the City Council as part of its approval of the Plan.

The Report provides the information required in ORS 457.085(3). The format of the Report is based on this statute.

BACKGROUND

In May 2008, at the request of the developers in Keizer Station, the City issued $26,810,000 in bonds to finance infrastructure within Area A of the Keizer Station (Attachment 1). At that time, the City formed a Local Improvement District (LID) to collect assessments from the property owners within the LID area to pay off the bonds. The City collects principal and interest payments from the property owners in the LID area every six months, but the City is only required to make interest payments until June 1, 2031 when a balloon payment for the entire principal amount is due. The City has the right to pay down the principal by calling bonds twice per year with the assessments the City collects. Only assessment payments can be used to make the LID payments.

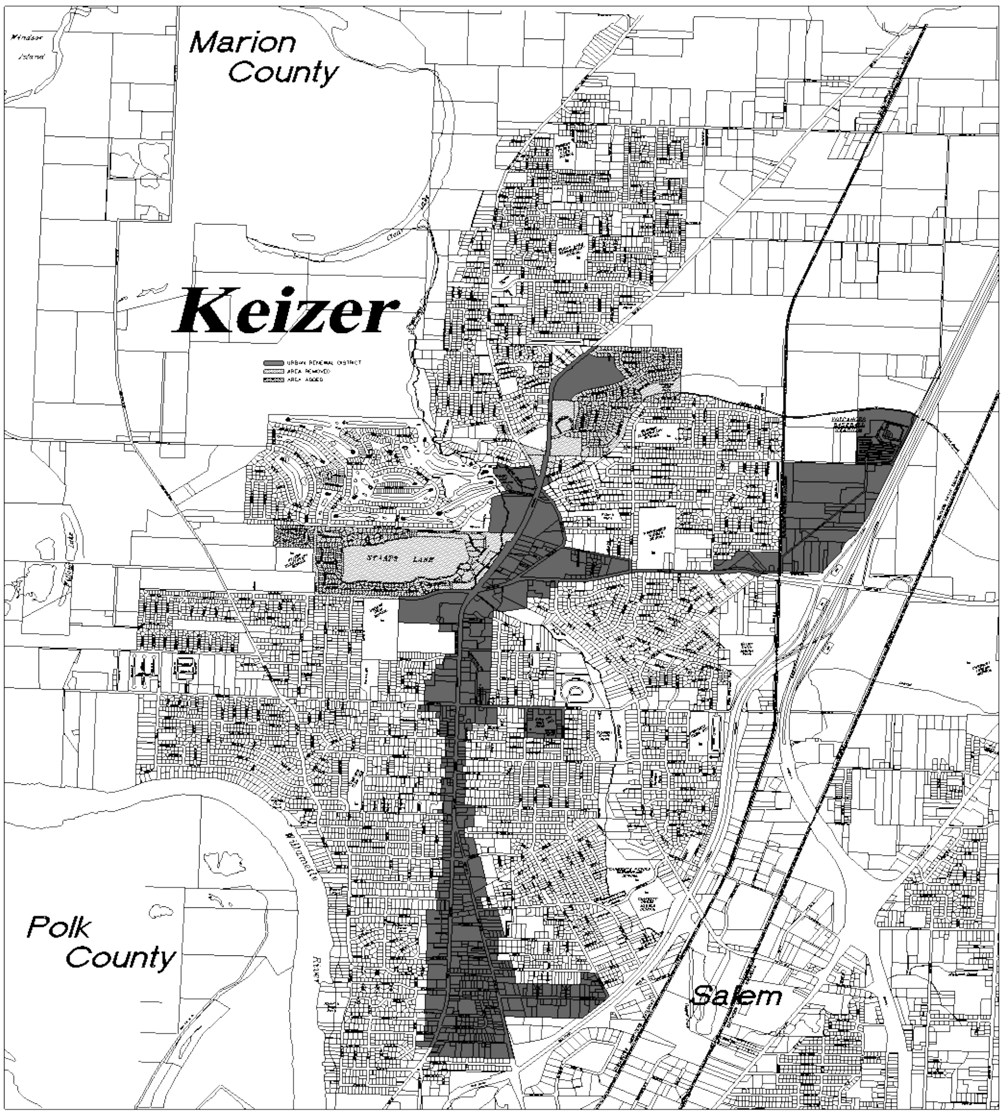
If assessment payments are insufficient to make the interest payments, the City is still obligated to make the full interest payment because the bonds are backed by the full faith and credit of the City of Keizer. However, property owners of five of the LID parcels have failed to make payments on their assessments.

The City's debt was structured so that the property owners' payments would be sufficient to pay down the principal and pay off the bonds in 2025, six years ahead of schedule. This debt service goal, or Model, assumes that most property owners in the LID area make their principal and interest assessment payments on time and for the full amount. As of this writing, the assessments for five parcels are currently over one year past due. See Attachment #1 - Keizer Station Area A, Properties in Default.

The City has been advised by K & L Gates (representing the City as bond counsel) that it could use tax increment financing from the existing urban renewal area to support the City's commitment to the LID. The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is consulting and conferring with the affected taxing jurisdictions to gain their concurrence with this amendment. The City is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area using any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure.

Figure 1 - North River Road Economic Development Area Urban Renewal Plan Area Boundary

Re



Source: City of Keizer

EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the North River Road Economic Development Urban Renewal Area (Area), documenting the occurrence of "blighted areas", as defined by ORS 457.010(1).

Physical Conditions

Land Use

The Area, shown in Figure 1 above, contains 653 parcels, consisting of 528.37 acres of property and 114.37 acres of right-of-way, for a total size of 642.74 acres.

An analysis of property classification data from the Marion County Assessment and Taxation 2011/12 database was used to determine the land use designation of parcels in the Area. Retail Store is the largest use of land within the Area, accounting for 20.4% of the acreage. Following this is Residential, No Improvements, and Apartments, covering 16.6%, 15.3%, and 14.3% of acreage, respectively. Table 1, below, shows the existing land use of all parcels within the Area.

Table 1 - Existing Land Use of Area

Land Use	Parcels	Acres	% of Total Acres
Retail Store	73	107.96	20.4%
Residential	196	87.45	16.6%
No Improvements	92	80.67	15.3%
Apartments	57	75.81	14.3%
Misc. Business	20	43.31	8.2%
Office	75	30.46	5.8%
Mobile Home Park	5	20.91	4.0%
Warehouse	12	13.57	2.6%
Restaurant	25	13.35	2.5%
Automotive	18	11.74	2.2%
Medical	15	11.23	2.1%
Commercial	22	10.54	2.0%
Multi-family	27	6.18	1.2%
Financial	11	5.90	1.1%
Under construction	4	5.62	1.1%
Motel	1	3.67	0.7%
Total	653	528.37	100.0%

Source: City of Keizer

Zoning Designations

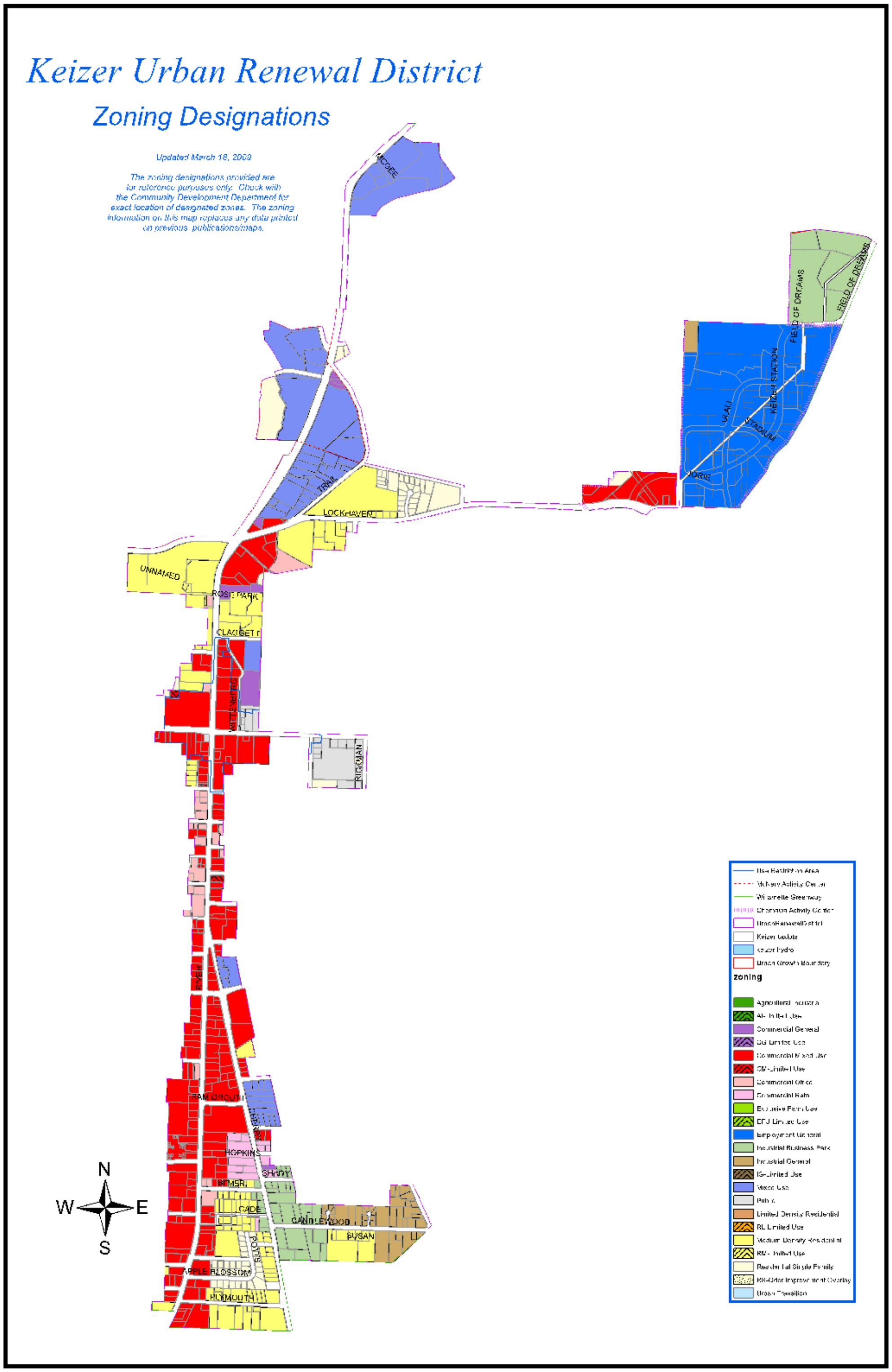
As illustrated in Table 2 and Figure 2, the largest portion (25.8%) of the Area is zoned as Commercial Mixed Use. Employment General and Medium Density are 17.3% and 17.1% of the Area, respectively. Following these, the other zoning category which accounts for a large portion of the Area is Mixed Use (14.9%).

Table 2 - Existing Zoning of Area

Zoning Designation	Acres	% of Acreage
Commercial Mixed Use	139.98	25.8%
General Employment	93.89	17.3%
Medium Density Residential	92.71	17.1%
Mixed Use	80.71	14.9%
Industrial Business Park	44.53	8.2%
Single Family Residential	29.49	5.4%
General Industrial	18.81	3.5%
Commercial Office	12.62	2.3%
Public	11.54	2.1%
Commercial Retail	7.57	1.4%
General Commercial	6.29	1.2%
No Value / Road	1.92	0.4%
Limited Density Residential	1.05	0.2%
Commercial Mixed Use - Limited Use Overlay	0.93	0.2%
Total	542.04	100.0%

Source: City of Keizer

Figure 2 - Area Zoning Designations



Source: City of Keizer

Comprehensive Plan Designations

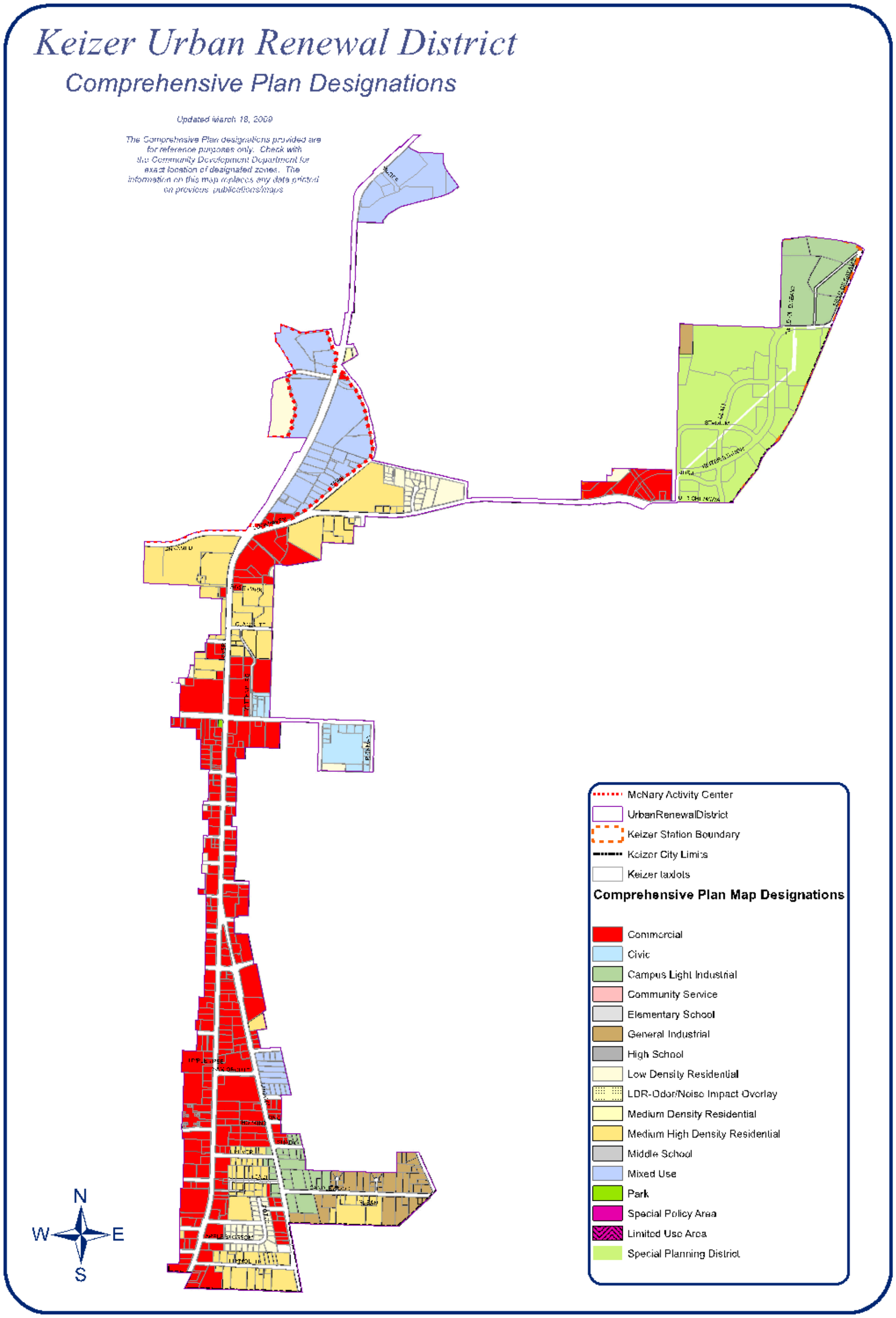
The Keizer Comprehensive Plan is a long-range plan for guiding conservation and development in the City of Keizer. The goal of the plan is to accommodate the conservation and development of Keizer's resources, neighborhoods, and lands in a timely, orderly, and efficient manner consistent with the needs and aspirations of present and future city residents. It designates what types of development should and/or can occur in different areas of the city. As shown in Table 3 below, Commercial is the predominant comprehensive plan designation within the North River Road URA, accounting for 31.4% of acreage. Following this, the next largest designations, by acreage, are Medium and High Density Residential (17.6%), Special Planning District (17.3%), and Mixed Use (14.1%). All comprehensive plan designations that exist within the Area are shown in Table 3, below.

Table 3 - Existing Comprehensive Plan Designations of Area

Comprehensive Plan Designation	Acres	% of Acreage
Commercial	170.31	31.4%
Medium and High Density Residential	95.27	17.6%
Special Planning District	93.89	17.3%
Mixed Use	76.20	14.1%
Campus Light Industrial	40.09	7.4%
Low Density Residential	28.55	5.3%
General Industrial	22.70	4.2%
Civic	12.41	2.3%
No Value / Road	1.92	0.4%
Medium Density Residential	0.51	0.1%
Parks and Open Spaces	0.19	0.0%
Total	542.04	100.0%

Source: City of Keizer

Figure 3 - Area Comprehensive Plan Designations



Source: City of Keizer

Infrastructure

Street and Sidewalk Conditions

The Keizer Transportation System Plan identifies a number of projects to take place within the Area. Over the next 20 years, $7,335,000 worth of projects has been budgeted for streets and sidewalks, and these projects are shown in Table 4 below:

Table 4 - Street and Sidewalk Projects

Location	Description	From	To	Cost	Timeframe
Lockhaven Drive at 14th Avenue	Construct a westbound right-turn lane. Modify the northbound and southbound approaches to a separate left-turn lane and shared through/right-turn lane.			$280,000	0-5 years
River Road at Lockhaven Drive	Convert westbound approach to dual left-turn lanes, a single through lane, and a separate right-turn lane. Convert east/west split phasing to a more conventional protected left-turn phasing.	N/A	N/A	$370,000	5-10 years
River Road at Wheatland Road	Construct dual northbound left-turn lanes. Change northbound/southbound to a protected left-turn phase. Extend length of second southbound through lane.	N/A	N/A	$960,000	5-10 years
Transportation Management/Access Management	Perform Lockhaven Drive Corridor Study	River Road	Chemawa Road	$300,000	5-10 years
Transportation Management/Access Management	Perform River Road Corridor Study	South City Limits	Lockhaven Drive	$250,000	5-10 years
River Road at Manzanita Street	Move intersection approximately 250 feet to the south. Construct separate westbound through and right-turn lanes.	N/A	N/A	$2,700,000	10-15 years
Verda Lane Extension	Extend Verda Lane north of Lockhaven Drive and connect to River Road at a new alignment of McNary Estates Drive. Realign Trail Avenue. Close the existing River Road/Manzanita Street/McNary Estates Drive Intersection.	River Road	Lockhaven Drive	$2,075,000	15-20 years
Lockhaven Drive/Verda Lane Alternatives	Signalize the Intersection. Restrict north/south through movements on Verda Lane.	Windsor Island Drive	Chemawa Road	$400,000	15-20 years

Source: City of Keizer

Storm Water

The City of Keizer has no adopted Storm Water Master Plan. Therefore, there are no storm water projects in the Area.

Sanitary Sewer

There are no sanitary sewer projects currently identified in the Sanitary Sewer Master Plan to take place within the Area.

Water

There are five streets in the Area that require water line replacements, totaling around 550 feet of pipe. They are: Alder Drive NE, Shady Lane NE, Candlewood Drive NE, Apple Blossom Drive NE, and Weeks Drive NE.

Social Conditions

There are 285 parcels in the Area with residential uses, accounting for 36.1% of the acreage in parcels in the Area. The 2010 United States census data that was recently released is used below to describe the social conditions within the Area. Due to the fact that this data is for the City of Keizer as a whole, not just the URA, some variation can be expected between the values represented in the tables and the actual values within the URA. The percentages presented here, however, should provide a reasonably accurate picture of what demographic exists within the North River Road Economic Development Area Urban Renewal Area.

The age distribution in Keizer is fairly even, with more residents falling in the younger age categories than the older ones. Overall, the median age of a Keizer City resident (meaning half of Keizer residents are older, and half are younger) is 35.7 years. The full age distribution of the Area is shown in Table 5, below.

Table 5 - Age

Age	Population	Percent
Under 5 years	2,586	7.09%
5 to 19 years	8,273	22.68%
20 to 39 years	9,485	26.00%
40 to 59 years	9,256	25.37%
60 to 80 years	5,373	14.73%
80 and over	1,505	4.13%
Total	36,478	100%

Source: 2010 US Census Data

The racial characteristics of the City of Keizer are shown in Table 6, below. The majority of people (82.5%) in Keizer identify themselves as white, however, another fairly large portion (9.0%) do identify themselves as some other race that was not listed in their options.

Table 6 - Racial Characteristics

Race	Population	Percent
White	30,110	82.5%
Black or African American	289	0.8%
American Indian and Alaska Native	480	1.3%
Asian	599	1.6%
Native Hawaiian and Other Pacific Islander	230	0.6%
Some Other Race	3,291	9.0%
Two or More Races	1,479	4.1%
Total	36,478	100%

Source: 2010 US Census Data

The US Census chooses to describe Hispanic or Latino demographics in a table separate from the other races. This data is shown below in Table 7, and is simply another representation of the racial characteristics of the Area. The majority of people who identify themselves as Hispanic or Latino are of Mexican origin (15.9%).

Table 7 - Racial Characteristics (Hispanic or Latino)

Hispanic or Latino	Population	Percent
Mexican	5,796	15.9%
Puerto Rican	80	0.2%
Cuban	20	0.1%
Other Hispanic or Latino [5]	797	2.2%
Not Hispanic or Latino	29,785	81.7%
Total	36,478	100%

Source: 2010 US Census Data

Economic Conditions

Taxable Value of Property Within the Area

The estimated 2011/2012 total assessed value of the real, personal, utility, and manufactured property in the Area is $346,182,840.

Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Ratio" or "I:L." The values used are real market values. In urban renewal areas, the I:L may be used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives. A healthy condition of real estate investment in the commercially zoned properties in North River Road Economic Development Area would be 5:1 or more, as shown by the I:L ratio of the properties in Keizer Station.

Table 8 below, "I:L Ratio of Parcels in the Area", shows the improvement to land ratios for taxable properties within the Area. Over 54% of properties within the Area have an I:L ratio of 2.0 or less. Twenty-one percent (21%) of the properties have an I:L of over 3.0. The I:L ratios for properties in the Area are very low.

The I:L table also shows that 10% of the acreage within the Area has no improvements. One of the main goals of the original Plan was to eliminate blighting influences in the corridor, and vacant and underutilized land is one of those blighting conditions.

The Keizer Station Area has been developed today with fully improved roads, city water, and sanitary and storm sewer facilities. Area A is developed with the Keizer Station shopping center, and Area D is developed with all public facilities but currently has no development on it. Area B is also developed with all public facilities, has been master planned, and is in the process of being developed, although at this time no buildings have been constructed. All existing structures on the Area B site have been removed. Area C, south of Lockhaven Drive, has been approved by the City with a master plan that will allow for its development, however, at the present time, that approval has been appealed and no development has occurred. In anticipation of its development the developer had begun removing a number of older structures on the site. While the development of Keizer Station Area A has been a success, Areas B, C, and D are still underdeveloped and represent depreciated values from what is expected in the Area and also represent a lack of proper utilization of the areas.

Table 8 - I:L Ratio of Parcels in the Area

Ratio	Parcels	Acres	% of Acreage
No Improvements	69	53.30	10.1%
Tax Exempt	61	54.54	10.3%
.01-.50	67	64.07	12.1%
.051 - 1.00	113	57.66	10.9%
1.01 - 1.50	132	82.24	15.6%
1.51 - 2.00	52	28.70	5.4%
2.01 - 3.00	62	78.14	14.8%
3.01 - 4.00	25	38.97	7.4%
4.01 - 5.00	13	17.42	3.3%
5.00 +	34	47.85	9.1%
River Road Plaza	21	0.39	0.1%
Keizer Station	4	5.08	1.0%
Total	653	528.37	100%

Source: City of Keizer

Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the Area (affected taxing districts) is described in the Section "Impacts on Taxing Jurisdictions" of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services. The project identified for this increase in maximum indebtedness will not cause an increase in demands on municipal services. The project is solely a financing tool to assist the City of Keizer to address a default by a property owner on a local improvement district (LID) payment. The impact will be on the City of Keizer's budgets in the four-year extension of the district, as the City will receive about 68% of the anticipated increased revenues that would have occurred from the termination of the urban renewal district. However, spreading the collection of tax increment revenues over four years and sharing revenues with taxing jurisdictions instead of a full collection of tax increment revenue by the Urban Renewal Agency for a shorter time period allows not only the City, but all taxing jurisdictions, to receive some benefit from the growth of the Area during the implementation of the urban renewal plan.

Reasons for Selection of Each Urban Renewal Area in the Plan

The reason for selecting the area has not changed with this amendment. The documented reason for selection of the urban renewal area was to cure blight within the area.

THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The project identified for the Area is under the Plan category:

Access and Circulation Improvements

The Proposed Amendment would amend the North River Road Economic Development Area Urban Renewal Plan to increase the maximum indebtedness and stipulate that those increased funds be used for the LID debt repayment. The City is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area with any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure. This proposal is fully defined in the Plan Amendment.

Existing Conditions:

The infrastructure improvements have been constructed. As noted above, the amendment is to provide financing to assist in protecting the City's interest in the LID.

The Estimated Total Cost of Each Project and the Sources of Moneys to Pay Such Costs

The estimated cost of the financing project, including LID payments, fees, and expenses, is $5,763,507. The source of funding to pay these costs is tax increment financing.

The Anticipated Completion Date for Each Project

The anticipated completion date of this financing project is 2016, a four-year extension.

The Estimated Amount of Tax Increment Revenues Required and the Anticipated Year in Which Indebtedness Will Be Retired

Table 9 shows the tax increment revenues and their allocation to LID payments, administration, and payment of property tax delinquencies. It is anticipated that all debt will be retired by the end of FY 2016. The new maximum indebtedness is $51,653,891. The estimated total amount of tax increment revenues required to service the maximum indebtedness increase is $ 5,763,507. No borrowing or interest expenses are anticipated.

Table 9 - Tax Increment Revenues

North River Road Urban Renewal District						
Maximum Indebtedness Extension						
Cash Flow Projections - Sources and Uses of Funds						
	2012-13	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**Total**
Beginning Balance	$ 181,100	$ 3,103,402	$ (0)	$ 25,321	$ 66,208	$ 181,100
Tax Increment Revenue	1,395,602	1,395,602	1,395,602	1,395,602	0	5,582,407
Program Income & Tax Increment from Other Projects	1,622,044	-	-	-	-	1,622,044
Total Resources	$ 3,198,746	$ 4,499,003	$ 1,395,601	$ 1,420,923	$ 66,208	$ 7,385,551
Administrative Costs	95,344	97,251	99,196	101,180	25,295	418,266
Payment for Delinquent Property Taxes	-	150,000	-	-	-	150,000
Bond Calls	-	4,251,753	1,271,084	1,253,535	40,913	6,817,285
	$ 95,344	$ 4,499,004	$ 1,370,280	$ 1,354,715	$ 66,208	$ 7,385,551
Ending Balance	$ 3,103,402	$ (0)	$ 25,321	$ 66,208	$ -	$ -

Source: City of Keizer

Financial Analysis of the Plan

The estimated tax increment revenues through FY 2016, as shown below, are based on projections of the assessed value of property within the Area and the total tax rate which will apply in the Area. The projections use a very conservative 1% annual growth rate. [1] These projected revenue calculations are based on the Agency receiving less than the full division of taxes on the excess value[2] in the Area. These projections are for 34% of the value to go to the Agency and 66% of the value to go to the taxing jurisdictions. If the growth rates exceed 1% annually, that will mean increased revenues to the taxing jurisdictions as the Agency will receive only the stipulated amount of $1,395,602 each year through 2016 when the district will be terminated.

Table 10 shows the projected incremental assessed value, projected tax rates that would produce tax increment revenues and the annual tax increment revenues (not adjusted for under-collection, penalties and interest). Bonds issued prior to October 2001 are impacted by division of tax revenues for urban renewal. The result of the impact when the Agency is taking the full division of tax revenues is an increase in the bond rate which is used to calculate the property tax revenues. However, the City of Keizer projects the overall bond rate on bonds issued prior to October 2001 to decrease from the 2011/12 property tax statements as a result of this amendment because 66% of the value of the area will be allocated back to both the permanent rate levies and the bonds issued prior to October of 2001.

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[1] State law allows for a maximum of 3% growth in assessed value on existing properties, and increases in assessed value without taking into account new development have typically been at that rate. However, recent economic conditions have influenced these rates.

[2] Excess value is the amount of value in the Area above the frozen base that was established when the Plan was adopted. The excess value in 2011/12 is $300,854,248.

Table 10 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

	2011-12	2012-13	2013-14	2014-15	2015-16
Projected Assessed Value					
Total AV	$346,182,840	$349,644,668	$353,141,115	$356,672,526	$360,239,251
Frozen Base	45,328,592	45,328,592	45,328,592	45,328,592	45,328,592
Appreciation %	1%				
Incremental AV	300,854,248	304,316,076	307,812,523	311,343,934	314,910,659
Projected Tax Rate*	0.0143951	0.01330674	0.01330096	0.013294687	0.013289621
Taxes Imposed from Perm Rate Levies	3,850,303	3,894,607	3,939,354	3,984,372	4,030,195
Taxes Imposed from Bond Revenues	480,524	154,848	154,848	154,848	154,848
Taxes to UR Agency	4,330,827	$1,395,602	$1,395,602	$1,395,602	$1,395,602
Taxes to other Jurisdictions		$2,653,853	$2,698,600	$2,743,618	$2,789,442
Total Taxes from Incremental AV	$4,330,827	$4,049,455	$4,094,202	$4,139,220	$4,185,043

Source: City of Keizer

*Bonds issued prior to October of 2001 may slightly impact this rate.

IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the urban renewal area.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. These projections are for impacts estimated through fiscal year end 2016, subject to the Agency receiving less than the full amount of division of taxes as identified in Table 10 above. These calculations are based on a conservative 1% annual increase in assessed values in the Area. Increases above that amount will increase the amounts received by the taxing jurisdictions.

Table 11 - Estimated Impact on Taxing District Permanent Rate Levies During Use of Tax Increment Financing Over Four Years

Taxing District	Estimated FY 2012-2013		Estimated FY 2013-2014		Estimated FY 2014-2015		Estimated FY 2015-2016	
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections	URA Collections	Taxing Districts Collections
50 - Marion County	$293,292	$627,325	$293,292	$637,902	$293,292	$648,585	$293,292	$659,375
109 - City of Keizer	$202,024	$432,110	$202,024	$439,396	$202,024	$446,755	$202,024	$454,187
308 - Keizer FD	$131,134	$280,484	$131,134	$285,213	$131,134	$289,990	$131,134	$294,814
Keizer FD Bonds	$13,030	$0	$13,030	$0	$13,030	$0	$13,030	$0
420 - Salem-Keizer SD	$438,310	$937,503	$438,310	$953,311	$438,310	$969,276	$438,310	$985,401
Salem-Keizer SD Bonds	$133,529	$0	$133,529	$0	$133,529	$0	$133,529	$0
460 - Willamette Regional ESD	$28,765	$61,526	$28,765	$62,563	$28,765	$63,611	$28,765	$64,669
500 - Chemeketa Community College	$60,681	$129,791	$60,681	$131,979	$60,681	$134,189	$60,681	$136,422
Chemeketa Community C Bonds	$8,289	$0	$8,289	$0	$8,289	$0	$8,289	$0
701 - Regional Library	$7,930	$16,963	$7,930	$17,249	$7,930	$17,537	$7,930	$17,829
900 - Salem Area Mass Transit	$73,769	$157,785	$73,769	$160,445	$73,769	$163,133	$73,769	$165,846
240 - Marion Soil & Water	$4,847	$10,368	$4,847	$10,543	$4,847	$10,543	$4,847	$10,898
Total	$1,395,602	$2,653,853	$1,395,602	$2,698,600	$1,395,602	$2,743,618	$1,395,602	$2,789,442

Source: City of Keizer

Table 12 - Estimated Four-Year Total Projected Impact on Taxing District Permanent Rate Levies During Use of Tax Increment Financing

Taxing District	Estimated Total Over Four Years		
Tax Revenue Allocation	URA Collections	Taxing Districts Collections	Total Collections
50 - Marion County	$1,173,170	$2,573,187	$3,746,357
109 - City of Keizer	$808,096	$1,772,447	$2,580,543
308 - Keizer FD	$524,537	$1,150,500	$1,675,037
Keizer FD Bonds	$52,120	$0	$52,120
420 - Salem-Keizer SD	$1,753,240	$3,845,491	$5,598,730
Salem-Keizer SD Bonds	$534,116	$0	$534,116
460 - Willamette Regional ESD	$115,060	$252,368	$367,428
500 - Chemeketa Community College	$242,723	$532,381	$775,104
Chemeketa Community C Bonds	$33,157	$0	$33,157
701 - Regional Library	$31,722	$69,578	$101,300
900 - Salem Area Mass Transit	$295,076	$647,209	$942,286
240 - Marion Soil & Water	$19,390	$42,353	$61,743
Total	$5,582,407	$10,885,514	$16,467,920

Source: City of Keizer

The Salem-Keizer School District and Willamette Education Service District are not directly affected by the tax increment financing, but the amount of their taxes divided for the urban renewal plan is shown above. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, because of the use of Tax Increment Financing, are replaced as determined by a funding formula at the State level with State School Fund revenues.

Table 13 shows the increase in permanent rate levy revenues that would occur after termination of the tax increment financing in FYE 2017.

Table 13 - Estimated Revenues Obtained After Termination of Tax Increment Financing

Taxing District	2016-2017 Tax Revenues
50 - Marion County	$963,566
109 - City of Keizer	$663,718
308 - Keizer FD	$430,821
420 - Salem-Keizer SD	$1,439,998
460 - Willamette Regional ESD	$94,503
500 - Chemeketa Community College	$199,357
701 - Regional Library	$26,054
900 - Salem Area Mass Transit	$242,357
240 - Marion Soil & Water	$15,926
Total	$4,076,298

Source: City of Keizer

In addition to the share of revenues for the four years of the amendment, the Agency is proposing to refund, to the affected taxing jurisdictions, the specific amounts foregone under this extension of the Area, with any future proceeds from a potential foreclosure of the properties in default, and after paying for any fees and administrative expenses of the foreclosure. This is detailed in the Plan Amendment.

Compliance With Statutory Limits on Assessed Value and Size of Urban Renewal Area

There is one existing urban renewal area in the City of Keizer. State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base, including all real, personal, personal manufactured, and utility properties in the North River Road Economic Development Area is estimated at $45,328,592. The City of Keizer's assessed value is $2,118,730 and the City of Keizer's assessed value less the incremental assessed value (excess value) in the Area is $1,817,876,215.

Table 14 - Urban Renewal Area Conformance with Assessed Value and Area Limits

Urban Renewal Area	Frozen Base Assessed Value	Acres
North River Road Economic Development Area	$45,328,592	642.74
Total Acreage, City of Keizer		4,400.00
Total Assessed Value City of Keizer Less Incremental Assessed Value in Urban Renewal Areas	$1,817,876,215	
Percent of Keizer AV in Urban Renewal Areas	2.49%	
Percent of Keizer Acreage in Urban Renewal		14.6%

Source: Data from City of Keizer and Marion County Assessor

RELOCATION REPORT

There is no relocation anticipated due to this amendment.


Exhibit '1'
Keizer Station Area A
Properties in Default

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

CONCURRING WITH AN INCREASE IN THE MAXIMUM INDEBTEDNESS FOR THE KEIZER NOTH RIVER ROAD ECONOMIC DEVELOPMENT AREA URBAN RENEWAL PLAN

WHEREAS, the City of Keizer is considering a substantial amendment to the Keizer North River Road Economic Development Area Urban Renewal Plan (Plan) to increase its maximum indebtedness from $45,890,384 to $51,653,891 (Urban Renewal Plan Amendment);

WHEREAS, this increase is anticipated to be greater than 20 percent of the initial maximum indebtedness of the Plan, as adjusted pursuant to ORS 457.220(4);

WHEREAS, the proposed increase in maximum indebtedness stated in the Urban Renewal Plan Amendment requires the written concurrence of those taxing districts imposing at least 75 percent of the amount of taxes imposed under permanent rate limits in the North River Road Economic Development Urban Renewal Area (Area);

WHEREAS, the repayment of the debt incurred by the Keizer Urban Renewal Agency (Agency) for the Plan, as amended, requires that the Agency apply 34% of the tax increment revenues it receives for repayment of Agency debt (and associated costs) and stipulates that the remaining 66% be allocated to the taxing jurisdictions, which allocation requires the written concurrence of those taxing districts imposing at least 75

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percent of the amount of taxes imposed under permanent rate limits in the Area;

WHEREAS, the City of Keizer is pledging to pay the portion of the revenues foregone by the taxing jurisdictions up to the amount received from any future foreclosure or collection of the defaulting Local Improvement District participant after reimbursement of the City's fees and administrative expenses for this debt collection;

WHEREAS, the City of Keizer imposes permanent rate property taxes in the Area;

WHEREAS, the Agency representatives have consulted and conferred with the affected taxing jurisdictions and have proposed a time frame for extension of the Area of four years;

WHEREAS, concurrence under ORS 457.470(7) of the City of Keizer is required for the Agency to approve the Urban Renewal Plan Amendment;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City of Keizer hereby concurs with the proposed Urban Renewal Plan Amendment which will:

a. Increase the maximum indebtedness beyond the limits of ORS 457.220(4);

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///

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b. Cause the Agency to notify the County Assessor to divide the tax revenues collected on the value in the Area according to the Urban Renewal Plan Amendment and this Resolution each tax year until the debt incurred under the Plan, as amended, is repaid.

PASSED this ___________ day of ___________________, 2011.

SIGNED this ___________ day of ___________________, 2011.

____
Mayor

____
City Recorder

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

CITY COUNCIL MEETING: November 7, 2011

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: K23TV RULES AND PROCEDURES HANDBOOK

The Keizer Channel 23 Advisory Committee has met several times to prepare rules and procedures for Keizer residents to share information relating to public, educational and governmental (PEG) issues for the purpose of educating and informing citizens about their community on K23TV.

The Keizer Channel 23 Advisory Committee has attached the rules and procedures approved by the Committee for Council's review.

RECOMMENDATION:

Adopt the attached Resolution adopting the Rules and Procedures Handbook for K23TV.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

ESTABLISHING RULES AND PROCEDURES FOR K23TV SERVICES

WHEREAS, the City Council of the City of Keizer has determined that it is desirable to make the K23TV Services available to its residents to share information relating to public, educational and governmental (PEG) issues for the purpose of educating and informing citizens about their community;

WHEREAS, the City Council has determined that it is necessary to adopt rules and procedures to standardize utilization of the K23TV Services;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that it is the policy of the City that the K23TV Services be made available in accordance with the Rules and Procedures Handbook attached hereto.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the Rules and Procedures Handbook for K23TV attached hereto is hereby adopted.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

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

K23TV

Rules and Procedures Handbook

Mission and Purpose:
Keizer 23 TV is a forum for Keizer residents to share information relating to public, educational and governmental (PEG) issues for the purpose of educating and informing citizens about their community.

TABLE OF CONTENTS

ARTICLE 1 – GENERAL INTRODUCTION

Section 1. <u>DEFINITIONS.</u>

(a) **Access Center** K23TV facilities

(b) **City of Keizer** or **The City** Local government which operates K23TV

(c) **Comcast Cable** Oregon's area cable television operator which provides access channels, equipment and funding according to cable franchise agreements with local governments.

(d) **Content Neutral** refers to the management of PEG resources by City of Keizer on a non-discriminatory basis; City of Keizer takes a neutral role regarding the content of public access programs.

(e) **Educational access** means educational or instructional programming provided by registered and/or accredited educational institutions.

(f) **Government access** means informational programming provided by a tax-funded, public governmental entity.

(g) **New or first run program** refers to a program with a minimum of 51% new content of the same nature as the rerun content. Text will not be counted as new content.

(h) **PEG access** is an acronym for Public, Educational and Government access.

(i) **PEG access equipment** refers to production equipment or facilities managed by K23TV exclusively for the production of PEG access programs.

(j) **Producer** or **K23TV Producer** refers to the program coordinator and K23TV producer that is the service provider contracted by the City of Keizer.

(k) **Program Provider** means the person who signs a program contract and accepts responsibility for program content.

Section 2. <u>ELIGIBILITY FOR K23TV SERVICES</u>.

Public access means first-come, first-served, non-discriminatory use of access to channels by local groups and individuals who meet minimal eligibility requirements.

Section 3. <u>ESTABLISHMENT OF PEG ACCESS RULES AND PROCEDURES FOR THE CITY OF KEIZER.</u>

Section 6 of the July 20, 1987 cable television franchise between the City of Keizer and Comcast Cable provides PEG access equipment and channels for community use.

K23TV will establish rules guided by the policy that services and resources are available on a first-come, first-served, non-discriminatory basis.

K23TV services are available to any Comcast Cable service area resident or resident organization registered with the Oregon Secretary of State, within the Keizer city limits on a first-come, first-served basis. Proof of identity and residency are required; post office boxes are not acceptable. All Program Providers must meet the eligibility requirements.

Section 4. <u>COMMUNITY TELEVISION: A FORUM FOR NON-COMMERCIAL, CONSTITUTIONALLY PROTECTED SPEECH</u>.

(a) Non-Commercial Speech. Advertising of any nature is not allowed on K23TV channels K23TV including:

(1) Promotion of the sale of any service, facility or product
(2) Price information
(3) Calls to action or inducements to buy

For-profit businesses and individuals may not promote any service, facility or product. Sponsors may list contact information and other information as listed herein; additional commercial website addresses and phone numbers may not be used.

A business or individual may not sponsor a program in which it appears.
Exception: Government agencies and non-profit organizations may promote their services. *(Please see page 8.)*

(b) Constitutionally Protected Speech. All speech and expression is constitutionally protected by the First Amendment of the United States Constitution ***except***:

(1) Any material that is libelous, slanderous, or other defamation of character; or material that is an unlawful invasion of privacy;
(2) Any material that violates state or federal law relating to obscenity;
(3) Any material that violates local, state, or federal laws;
(4) Any unlawful use of copyrighted material.

(c) Non-Profit Organizations. An organization qualifies as non-profit if it is registered as a non-profit with the Oregon Secretary of State and/or has a current IRS 501c status and Letter of Determination. To qualify as local, the organization must operate an office in the eligible service area listed with the Oregon Secretary of State.

Section 5. <u>FUNDING ACCESS PROGRAMS – SPONSORSHIP</u>.

Program providers are encouraged to seek funding for the production of PEG access programs. Any individual, business or institution that helps defray production costs may be given sponsor credits. In general, sponsorship may provide identification to acknowledge the identity of the underwriter.

(a) Place credits at the opening, logical mid-breaks and/or ending of the program with a maximum of two credit sequences per half hour.

(b) Individual sponsor credit time may not exceed 15 seconds in length. Total credit time for all sponsors may not exceed 60 seconds per 30 minutes of program time. *(Please see page 18.)*

(c) Program Providers are encouraged to use the following audio and/or video credit format: **"The (following) (preceding) community program has been made possible in part by a grant from (name, address, phone number, email, website information)."**

(d) Sponsor credits must name the donor in mission-statement terminology that is neither commercial nor promotional in language. *(Please see page 18.)*

- (1) Sponsor/donor credits may include:
  - (i) A logo or slogan that identifies but does not promote and is sized no larger than 25% of the screen;
  - (ii) Location, phone number, email address, or website;
  - (iii) Value-neutral descriptions of a product line or service with no use of comparative or qualitative descriptions such as "efficient, economical, dependable, dedicated, prompt, fair price, reliable and excellent." *(Please see page 18.)*
  - (iv) Channels are available at no cost for use in the production for programs for PEG access channels.

Section 6. **POTENTIALLY OBJECTIONABLE MATERIAL.**

Programs with potentially objectionable material will be telecast between the hours of 11 pm and 5 am. Requirements for TV14 and TVMA classification and viewer notification are in Article 2, Section 6.

Section 7. **RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT**.

At the time a completed program is submitted for scheduling, the Program Provider must submit a signed Program Contract which holds the Program Provider liable for program content. Furthermore, through the Program Contract, the Program Provider agrees in writing to fully indemnify and save harmless The City, K23TV Producer, and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of broadcasting the program. Program Providers will be required to list their name, initial acceptable for first name, in a program credit not less than five seconds in length displayed in a legible font.

Section 8. **NON-DISCRIMINATION**.

No person will be denied channel time on the basis of race, sex, age, physical disability, religious or political belief or affiliation, or the nature of their programming interest.

Section 9. **COMMUNITY RESPONSIBILITY: SHARING A LIMITED RESOURCE.**

The City and the K23TV Producer reserves the right to limit use of channel space by any group or individual to meet all community needs.

Section 10. **USER FEES**.

The City may charge reasonable user fees to eligible users for use of production in coordination with K23TV Producer, facilities, equipment and services. The City shall separately negotiate user fees, programming schedules and schedules for use of production facilities with other governments.

Section 11. **PRODUCTION WORK ON BEHALF OF, OR PROGRAMMING SUBMITTED BY ORGANIZATIONS.**

For production work on behalf of, or programming submitted by an organization, the organization's leadership may be required to file on letterhead a written statement designating a Program Provider and authorizing program submission.

ARTICLE 2 - CHANNEL

Section 1. ELIGIBILITY FOR CHANNEL USE.

PEG access channel use is available to any Comcast Cable service area resident or resident organization registered with the Oregon Secretary of State, within the city limits of Keizer, on a first-come, first-served basis. PEG access channels are available without charge to Comcast Cable service area residents of Keizer, subject to applicable user fees.

Section 2. RESPONSIBILITY AND LIABILITY FOR PROGRAM CONTENT.

At the time a completed program is submitted for scheduling, the program provider must submit a signed City of Keizer Program Contract which holds the Program Provider liable for program content. Furthermore, through the Program Contract, the Program Provider agrees in writing to fully indemnify and save harmless the City of Keizer, its staff, its contractors, and Council, and Comcast Cable from any and all claims, demands, damages, or other liabilities, including legal fees and expenses that may arise as a result of broadcasting the program. Program providers will be required to list their legal name in a program credit not less than five seconds long displayed in a legible font.

Section 3. TECHNICAL STANDARDS AND PRODUCTION REQUIREMENTS.

Programs must conform to PEG access technical standards and production requirements.

Section 4. SCHEDULING PROGRAMS.

Completed programs are submitted at the City. Program providers may request specific telecast times, and staff will match channel space with requested times whenever possible, according to posted guidelines. Programs are scheduled a minimum of one week ahead of telecast for the purpose of channel listings.

(a) **Original Programs:** To qualify as original, a program must have a minimum of 51% new video and 51% new audio.

(b) **Scheduling Priorities:** In scheduling programs on K23TV, priority is given in the following order:

1. Government programming
2. Educational programming
3. Public programming. Public content will be accepted for a limited number of programs per week. Submissions are scheduled on a first come, first served basis. This includes locally produced and locally sponsored programs. Original programs will receive priority.

Community Billboard is a service provided both to and for the community; therefore, K23TV will ensure that adequate billboard time will be provided on the channels to meet the needs of the community.

Section 5. **PROGRAM DELIVERY**.

(a) Submitting A Program: Programs may be hand-delivered or mailed to the City Hall, meet technical standards, and be accompanied by a completed contract signed by the Program Provider. The Program Provider is responsible for timing the program and providing production-related data. Programs are to be delivered one week prior to requested telecast time unless otherwise authorized in advance by the K23TV Producer. Programs must be delivered in DVD format and must be playable in a DVD player.

(b) Picking Up Programs: The program provider or authorized representative will be responsible for picking up programs. Program Providers who fail to retrieve their media within one month of final telecast surrender possession to K23TV. This provision will not apply to reference or fill programs.

Section 6. **POTENTIALLY OBJECTIONABLE MATERIAL: VIEWER ADVISORY AND AUDIENCE SENSITIVE SCHEDULING.**

The purpose of this section is to enable parents or guardians to supervise the programming available to children, and to assist viewers of PEG access programming in making informed decisions while providing an opportunity for all lawful forms of expression without censorship and in accord with existing laws.

Programs containing extreme violence or degradation and programs that would fit within the categories TV14 and TVMA of the TV Parental Guidelines published by the TV Parental Guidelines Monitoring Board (see www.tvguidelines.org or www.mpaa.org) will be preceded by a message advising viewer discretion.

(a) TV14: Program providers will warrant that programs containing objectionable material that would cause it to be rated TV14 will be scheduled between the hours of 11 pm and 5 am. These are programs that would be rated TV14 in accordance with the TV Parental Guidelines of the TV Parental Guidelines Board including one or more of the following: intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue. Program providers will identify the program as TV14 on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

> **"Viewer Advisory: The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children."**
>
> ***Program Providers must use the viewer advisory provided by K23TV without alteration.***

(b) TVMA: Program providers will warrant a program that contains any material that would cause it to be rated TVMA will be scheduled between the hours of 1:00 am and 4:00 am. These are programs that would be rated TVMA in accordance with the TV Parental Guidelines of the TV parental Guidelines Board including: graphic violence, explicit sexual activity, or crude indecent language. Program providers will identify the program as TVMA on the program contract, and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

“Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.”

Program providers must use the viewer advisory provided by K23TV without alteration.

(c) Extreme Violence or Degradation: Programs identified as containing extreme violence or degradation are scheduled between the hours of 11 pm and 5 am. Program providers will identify the program as containing EXTREME VIOLENCE OR DEGRADATION on the program contract and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating:

“Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.”

Program providers must use the viewer advisory provided by K23TV without alteration.

Section 7. FAILURE OF NOTIFICATION AND ADVISORY.

A Program Provider who fails to provide notification and advisory in compliance with Section 6 shall be subject to disciplinary action as a major violation of K23TV’s Rules.

It is a violation of K23TV policy to submit for telecast programming that is obscene or otherwise unlawful. Programs that are obscene may not be submitted for telecast. In addition to any sanctions that may be imposed under federal, state, or local laws, a program provider who submits programming that is determined to be obscene shall be subject to disciplinary action as a major violation of K23TV’s Rules.

Obscene material as determined by the courts is material which:

(a) To the average person, applying contemporary community standards, taken as a whole, appeals to the prurient interest,
(b) Depicts or describes sexual conduct in a patently offensive way, and
(c) Taken as a whole, lacks serious literary, artistic, political, or scientific value.

Section 8. PROGRAM CONTENT FEEDBACK AND DISCLOSURE OF PRODUCER INFORMATION.

Producers and other members of the general public may make comments concerning PEG access programming by telephone, or by completing a Viewer Comment Form on line through the City website or by mail. Staff will communicate viewer response to the Program Provider. In keeping with the Oregon Public Records Law, members of the general public may receive copies of Program Contracts after showing identification and completing and signing a Public Records Request Form that includes their legal name, local street address and telephone number. A copy of the request will be provided to the Program Provider.

Section 9. PROGRAM COPIES.

K23TV has the right to make copies of programs for K23TV use only. A program provider may prohibit K23TV from making copies for sale.

Section 10. PROMOTION AND CREDITS.

Program credits are selected by the Program Provider with the following limitations:

(a) The City of Keizer, K23TV, its staff and City Council, and Comcast Cable may not be listed as producer or co-producer of the program, and addresses and telephone numbers of the aforementioned may not be used in the credits or as contacts for the PEG access Program Provider, unless the aforementioned is the program producer or unless grants required such credit listing.

(b) The Program Provider may not list private phone numbers or addresses without the prior written consent of the individual.

(c) *Exceptions: Non-profit organizations and government agencies may run unlimited contact information.*

Section 11. K23TV COMMUNITY BILLBOARD.

The K23TV Community Billboard guidelines are available at K23TV and at the Community Billboard on the City of Keizer website:

http://www2.keizer.org/?action=page&name=K23 Public Service Announcement

Section 12. KEIZERTV.COM.

KeizerTV.com is a separate service from K23TV. No guarantee of K23TV program upload to KeizerTV.com is stated or implied.

Providing information is good.
But linking viewers to a commercial product, establishment or service is not.
The producer is responsible for program content conforming to these guidelines.

ARTICLE 3 – EQUIPMENT USE

Equipment will be used under the guidelines established by K23TV Producer and approved by the City Manager or designee.

Users include:

- Interns with Producer
- Approved volunteers (by Producer)
- City staff as approved by Department Head responsible for K23TV oversight

Guidelines include:

- Availability
- Check in/Check out
- Content use
- Content responsibility (Program provider)

Continued on next page

ARTICLE 4 - RULES, VIOLATIONS AND SANCTIONS

Section 1. PURPOSE

To ensure that PEG access equipment and facilities remain available and in good working order and that it is available to all producers, the following rules have been established. Upon verifying that a rule violation has occurred, K23TV Producer or City of Keizer staff Department Head will issue a written statement describing the violation and sanction. Disciplinary action will become effective immediately upon the receipt of this statement.

Section 2. RULE VIOLATIONS

(a) Major Violations:

- (1) Owing funds to The City due to failure to pay for equipment damage, submitting a check with insufficient funds, etc.
- (2) Breach of the program contract warranties, including identifying potentially objectionable material.
- (3) Using equipment and facilities for any purpose not related to the production of programs for telecast on K23TV.
- (4) Abuse, vandalism or failure to maintain equipment and facilities, or submission of “infected” media.
- (5) Return of equipment in damaged or unworkable condition, or failure to return equipment through intent, negligence, loss or theft.
- (6) Attempted equipment maintenance or disassembly.
- (7) Removal of equipment from the equipment storage area without proper check-out procedures and/or without signing an equipment contract.
- (8) Behaving in a violent, disruptive or threatening manner or repeatedly behaving in a disrespectful manner.
- (9) Failure to pursue organizational or personal insurance or to cooperate fully with The City in the event of equipment loss or damage.
- (10) Possession of food or drinks in areas of K23TV with production equipment, with the exception of capped water bottles stored on the floor.
- (11) Covering K23TV equipment labels or identifying information on equipment.

(b) Minor Violations:

- (1) Reserving or checking out equipment for another Program Provider unless otherwise specified and approved.
- (2) Listing private phone numbers or addresses on a program without the consent of the individual. (Article 1, Section 4(b)(1)
- (3) Failure to deliver a series program or individual satellite program within schedule.
- (4) Behaving in a disrespectful manner while at K23TV or participating in a K23TV event.
- (5) Failure to maintain current file and contact information, or failure to respond to contact.

 Continued on next page

Section 3. SANCTIONS

A Major Violation results in immediate suspension from use of the resource involved in the violation. Where damage to or loss of equipment and/or facilities results in connection with Major Violations 1, 4, 5, 6, 9 and 11, suspension is in effect until compensation is made for such damages. There are no written warnings or probationary period for Major Violations.

A Minor Violation will result in the following sanctions:

First -- written warning
Second --final written warning
Third -- suspension from use of the resource(s) involved in the violations.

Second or third offenses refer to committing any violation, and may be different from previous offense(s).

The length of a suspension is one year, with the following exception:

Breach of the Program Contract will result in a suspension of one year minimum, and may be extended, depending on the severity of the violation. Suspension of a principal participant in a program may result in that program becoming ineligible for telecast until that suspension is complete. Recertification and written plan for correction may be required after suspension.

Section 4. RECOGNIZING SUSPENSIONS ISSUED BY OTHER COMMUNITY TV CENTERS

In order to protect community resources, K23TV will recognize and enforce suspensions issued by other community TV centers with comparable rules. K23TV may require a plan for correction at the completion of the suspension. Suspensions for violation of program contract will cause the programs under contract to be ineligible to be telecast on K23TV, unless this provision is waived by K23TV.

Section 5. APPEAL OF SANCTIONS

A program provider may appeal any disciplinary action by making a written statement to the K23TV Producer. Any restrictions in equipment use resulting from a disciplinary action remains in effect throughout the appeal process.

The Producer shall investigate the circumstances surrounding the disciplinary action and return a written report and decision to the Program Provider within 14 calendar days. The Program Provider may then, within the next 14 calendar days, continue the appeal with a written statement to the City Manager. The City Manager shall review the matter and issue a written decision within 14 calendar days. Such decision shall be final.

Section 6. AMENDMENTS TO THE RULES AND PROCEDURES

Amendments to the Rules and Procedures will be passed by the City Council during posted business meetings. Recommended amendments to the Rules and Procedures may be submitted in writing to the City Manager.

Continued on next page

K23-TV

Program Contract

930 Chemawa Road
P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700
Fax: 503-393-9437

Date: ___________________________

Name (not organization):____

Are you under 18 years of age? Yes _____ No _____

Program Title:____

Length of Show _____:_______:________
Hours : Minutes : Seconds

Please include any special instructions in the space provided on the back of this form.
Parent signature required if under 18 years of age.

PLEASE ANSWER THE FOLLOWING QUESTION:
DOES YOUR PROGRAM CONTAIN POTENTIALLY OBJECTIONAL MATERIAL?

TV14 includes intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue. Yes ____ No ____

TVMA includes extreme violence or degradation, explicit sexual activity, or crude indecent language. Yes ____ No ____

Extreme Violence or Degradation? Yes ____ No ____

IF SO, YOU MUST INCLUDE A 15 SECOND VIEWER ADVISORY IMMEDIATELY PRIOR TO THE BEGINNING OF THE PROGRAM.

The viewer advisory for **TV14**, **TVMA** and **Extreme Violence or Degradation** are all different.
Please read the Warranty Agreement on page 2 of this contract.

Category: (choose one)		**Program Description (15 words or less)**
☐	Public Affairs	
☐	Educational	
☐	Religious/Spiritual	
☐	Arts/Entertainment	
☐	Sports	
☐	Election/Candidate	**Copies: Please do not make copies or upload my program.**
☐	Ethnic	☐ If you do not check this box K23TV will make copies or upload your program for a fee upon request.
☐	Health	
☐	Children's	
☐	PSA/Promo	*Program Provider is responsible for picking up their program after program has finished airing*
☐	General	

Continued on next page

Program Type: (Choose One)

[ ] Regular (A regular program receives 10 playtimes over a three month period and can be any length. You cannot resubmit a regular program.)
[ ] Series (A series program has a regular schedule that has been approved by the Programming Coordinator.)
[ ] Fill (A fill program is a short program under 20 minutes that is added to K23's fill library and is used to fill time in between regular program.)
[ ] PSA (A PSA is a non-profit public service announcement.)

Please read and sign the Warranty Agreement on pages following.

Instructions and Requirements for Program Submission

1. Program is accompanied by a K23TV Program Contract signed by the program provider and is delivered to K23TV staff no later than noon, one week prior to first desired broadcast date, unless special arrangements are made with K23TV staff.
2. Program meets or exceeds technical requirements and is properly labeled, including run time on case.
3. Specific cable time decisions are made by K23TV according to the Rules and Procedures.
4. Program may be retrieved by Program Provider three business days after cablecast; after cablecast and while the tape is at K23TV, the program will be available for viewing upon request by members of the general public.
5. In the event that K23TV receives a complaint which indicates that the program contact has been violated, Program Provider agrees to postponing playback until K23TV can verify contract compliance.

Warranty Agreement

I, the undersigned, warrant and represent to the City of Keizer and K23TV that the above program submitted by me contains none of the following:

1. Any material that is libelous, slanderous, other defamation of character; or material that is an unlawful invasion of privacy;
2. Any material that violates state or federal law relating to obscenity;
3. Any material contrary to local, state, or federal laws;
4. Any advertising or material that promotes any product or commercial service;
5. Any solicitation, appeal for funds or event prices;
6. Any unlawful use of copyrighted material.

I Further Warrant That:

1. *If my program contains potentially objectionable material that would cause it to be rated **TV14** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board**, including intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue, it will be scheduled to air between the hours of 11 p.m. and 5 a.m.; and I will identify the program as **TV14** and provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: **"Viewer Advisory:**

Continued on next page

The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children." ***Program providers must use the viewer advisory provided by K23TV without alteration.***

*If my program contains any material that would cause it to be rated **TVMA** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board** including graphic violence, explicit sexual activity, or crude indecent language, it will be scheduled to air between the hours of 1:00 a.m. and 4:00 a.m. and I will identify the program as **TVMA** and provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program stating: **"Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable."** ***Program providers must use the viewer advisory provided by K23TV without alteration.***

*If my program contains potentially objectionable material identified as **Extreme Violence or Degradation** it will be schedule to air between the hours of 11 p.m. and 5 a.m. and I will identify the program as containing **Extreme Violence or Degradation** on the program contract and include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: **"Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children."** ***Program providers must use their viewer advisory by K23TV without alteration.***

2. I have fully adhered to K23TV's Rules and Procedures, and have included a program credit no less than five seconds in length which displays my name in a legible font. I have provided credit information and sponsorship credit according to K23TVs Rules and Procedures.

3. My program does not violate ORS Section 163.665 to 163.690, ORS Section 167.060 to 167.095, or any other section of Oregon State Law relating to obscenity. I agree, further, to the extent allowed by law, to indemnify and save harmless K23TV, the City of Keizer and any of their employees, officers, Board of Directors, stockholders, etc., from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of the program submitted by me whether or not the program has been reviewed by K23TV prior to cablecast. I am aware that Section 639 of the Federal Cable Communications Policy Act of 1984 provides that:

   Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than $10,000 or imprisoned not more than 2 years, or both.

Continued on next page

4. Unless otherwise indicated, K23TV has my permission to make copies of my program for interested parties at K23TV's posted service rate, to schedule my program for additional time to meet channel needs, and to upload my program to KeizerTV.com at the Producer's discretion. K23TV has the right to make copies of my program for K23TV use. These warranties and representations are made by me in order that this program be cablecast free of charge on K23TV managed Public, Educational and Government (PEG) access channel(s). I accept full responsibility for the content of this program, and further warrant that I have the authority, as Program Provider, to submit this program for cablecast. I also understand that this program contract is subject to the Oregon Public Records Law and may be released as a public document.

PROGRAM PROVIDER CONTACT INFORMATION: K23TV reserves the right to refer members of the public to the Program Provider. Upon requesting information, a member of the public is entitled to the *on-file contact information* of a Program Provider. A Program Provider may designate telephone and email contact different than home contact information as long as the contacts are actively monitored and responded to. Upon submitting a public information request, a member of the public is entitled to copies of program or equipment contracts. The program provider, whose record is requested, is entitled to a copy of the public information request.

IN SIGNING THIS CONTRACT, THE PROGRAM PROVIDER WARRANTS THAT S/HE HAS READ AND UNDERSTANDS THE K23TV RULES AND PROCEDURES.

SIGNATURE:

____

____

Printed Name

____

Address **Phone** **Email**

PARENT SIGNATURE IF MINOR:

____

Special Instructions:

____

____

____

Continued on next page

K23-TV

Community Billboard

930 Chemawa Road
P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700
Fax: 503-393-9437

General Information	Organization Information
Name: ______________________________ ______________________________	Name: ______________________________ ______________________________
Home Address: ______________________________ ______________________________	Address: ______________________________ ______________________________
Home Phone: ___________________	Phone: ________________________
Email: ______________________________ ______________________________	Website: ______________________________ ______________________________
Announcement Text (may attach your own announcement)	**Announcement Information**
______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________ ______________________________	For more information, call: ______________________________ ______________________________ ______________________________ Start Date: ______________________________ Stop Date: ______________________________ K23TV has permission to acquire photos, logos and information from your website: YES ____ NO ____

The K23TV Community Billboard is available for public service announcements (PSAs). Eligible organizations and individuals may submit PSAs to promote local events and services. PSAs must be for non-profit purposes. Staff may edit announcements to fit the limited space on the screen.

Eligibility: The Community Billboard is available without charge to any Comcast Cable service area resident, within the city limits of Keizer on a first-come, first-served basis.

Content requirements: a) The announcement text should include: who, what, where and when. A contact phone number must be included, b) announcements must not include any advertising or material that promotes any commercial product or service, c) announcements may not contain solicitation, appeal for funds or event prices, but may state “For ticket information, call________”, and d) announcements may not use the K23TV phone number and may not use the words, K23TV or K-23 or Keizer TV.

Procedure: Submit completed Community Billboard form along with other announcement materials to K23TV via email or business address. . The person submitting an announcement must provide K23TV with their name, home address (P.O. Boxes are not acceptable), phone number and the name of the organization.

______________________ ______________________________________
Date Signature

Recording Release

I, ____
Please Print
authorize the recording of my/my group’s name, likeness, and performance on visual and/or auditory media to use and authorize others to use such recordings for commercial-free, community television on cable and internet websites. This may include audio/visual display for: general education, entertainment, contest entry, broadcast clips, internet streaming, duplication, and promotional purposes that are consistent with K23TV’s current Rules and Procedures and its non-profit mission. I understand there will be no remuneration for any appearance or showing of this material.

SIGNATURE: ____
Authorized signature and title (parent or legal guardian if under 18 years)

DATE: _________________________

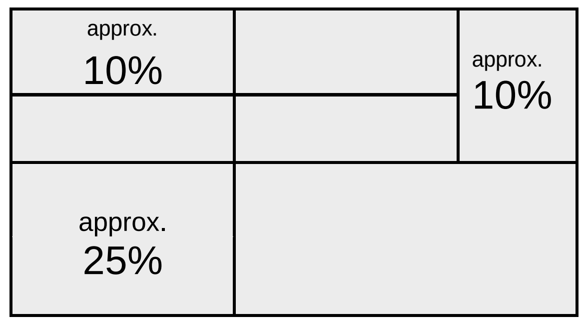
Name of Minor (if applicable): ____________________________

K23-TV

Non-Commercial Television Means

930 Chemawa Road
P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700
Fax: 503-393-9437

1. **Products or services cannot be promoted**
   This means:
   - Not showing a product in a store, in its commercial packaging, or using posters that promote sales of a product or service including CDs, tapes or books.
   - Not discussing where the viewer might find the product.
   - Instead of asking an artist at which commercial venue they will be performing--use a for more information phone number, website or email address--but remember these informational items are to be treated the same as sponsorship credits--see below. If your guest unexpectedly announces performance information at a commercial venue, the audio will have to be edited out.



   - Not prominently displaying business names on the TV screen or to identify program location, including store fronts, except if the name is incidental to the background. Incidental means:
   - The name is no larger than 10% of the screen *(see drawing)*
   - You cannot get the shot any other way
   - If you can frame out the name, you must do so.

Exceptions: Non-profit organizations and government agencies may promote their services.

2. **Solicitation of funds is prohibited.**
   Exception: Political candidates registered for election may solicit funds to be sent to a campaign office.

3. **Sponsor Credits**
   <u>For every 30 minutes of program time:</u>
   - Up to 60 seconds of sponsorship credits are permitted, with no more than 15 seconds per sponsor.
   - Sponsor logos may be used, sized no larger than 25% of the screen *(see drawing.)*
   - Sponsor location and phone numbers may be used.
   - Slogans may be used, but not with comparative words like best or better i.e. “the best pizza in the west” is not acceptable.
   - A for more information phone number, website or email address is considered the same as a sponsor credit, and can only appear as a part of the sponsor credits. In other words, a for-profit or individual cannot run contact information throughout their program.

CITY COUNCIL MEETING: November 7, 2011

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **TRIBES PROPERTY TAX REIMBURSEMENT**

When the above ground water reservoir on the Indian property in Area D was constructed, the tribes were unwilling to sell or deed the property to the City. The tribes would only agree to give a permanent easement to place the above-ground water reservoir on the property. The easement was recorded and the water reservoir was constructed.

Apparently, the additional property taxes for the water reservoir were assessed to the tribes. When the City receives a deed to the property, the county automatically makes the property exempt. We then get a tax bill that shows the exemption and if there is a mistake, we can immediately alert the county as to the exempt status. However, in this particular case the tax statement went to the tribes and we were unaware that the county had not applied an exemption. Unlike deeds, the county does not "pick up" easements. When the tribes received the tax statement, instead of calling us immediately, the tribes paid the taxes and did not alert us for nearly a year and a half. Apparently an audit had been conducted and they discovered that the large jump in taxes from the previous year was due to the City's water reservoir. Fortunately, it was only for the one tax year. In any event, the tribes' engineer contacted the City in January 2010 asking that we reimburse them approximately $19,000 which was the amount due to the increased value of the water reservoir.

We attempted to see if there was any way to get a refund from Marion County. After reviewing the statutes and talking to Assistant County Counsel, we have determined that there is no ability at this time to have the County refund the taxes.

Though it should have been exempt, the City's water reservoir resulted in the property taxes being imposed. Therefore, the City Manager is recommending paying this reimbursement to the tribes in two payments; one this fiscal year and the second one at the beginning of next fiscal year. The reimbursements would come from the water fund.

RECOMMENDATION:

Adopt the attached Resolution authorizing he Public Works Director to expend funds for reimbursement of the taxes paid by the tribes as a result of the water reservoir construction.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

RESOLUTION AUTHORIZING PUBLIC WORKS DIRECTOR TO EXPEND FUNDS FROM THE WATER FUND FOR REIMBURSEMENT OF TAXES ON WATER RESERVOIR LOCATED IN AREA D – KEIZER STATION

WHEREAS, a permanent easement was provided to the City for an above ground water reservoir in Area D;

WHEREAS, when the water reservoir was constructed, the additional property taxes for the tank were assessed to the Confederated Tribes;

WHEREAS, the Tribes paid the taxes and apparently after an audit had been conducted discovered that the large increase in taxes was due to the water reservoir;

WHEREAS, the Tribes are requesting that the City reimburse them for the taxes paid as a result of the water reservoir;

WHEREAS, the Council wishes to reimburse the Tribes for the taxes paid as a result of the water reservoir construction;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Public Works Director is authorized to expend $18,920.37 for reimbursement of the taxes paid by the Tribes as a result of the water reservoir construction. The authorized amount shall be paid in two installments; the first installment shall occur in the 2011/2012 fiscal year and the second installment shall occur in the 2012/2013 fiscal year. The funds shall be

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

from the Materials and Services Section of the Water Fund Operating budget using reductions in other line items to cover the appropriation.

PASSED this ___________ day of __________________, 2011.

SIGNED this ___________ day of __________________, 2011.

____
Mayor

____
City Recorder

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

COUNCIL MEETING:_____________________________

AGENDA ITEM NUMBER:_______________

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

THROUGH: **Chris Eppley, City Manager**
Susan Gahlsdorf, Finance Director

FROM: **Bill Hopkins**
Network Administrator

SUBJECT: Authorization to enter into a four year agreement with IKON Office Solutions for the lease of a photocopy machine.

BACKGROUND: The City entered into a five year agreement with IKON Office Solutions in 2006 for the lease of the City's primary photocopy machine. The agreement is set to expire in November 2011.

ISSUE: Upon expiration of this agreement the City can:

1. Continue to lease the existing photocopy machine on a month to month basis for $350 per month,
2. Enter into a four year agreement to lease a new photocopy machine for $258.15 per month,
3. Purchase a new photocopy machine for approximately $10,500 financed through an interfund loan with a repayment period not to exceed three years.

The existing photocopy machine has required significantly more service/repair calls than expected and has resulted in more than expected down time as such it is not recommended to continue to lease the existing machine on a month to month basis. The more than expected service/repair calls were at no additional cost to the City as they were covered by the lease agreement.

If the City were to purchase a new photocopy machine the overall expense in comparison to the monthly lease fee would be lower however the City would be responsible for additional charges to repair the machine if it were to break. Given the recent experience with the existing photocopy machine the additional charges would eliminate any potential savings.

In addition if the photocopy machine reached a point that it could not be repaired the City would be forced to purchase a new machine however if the City leased the machine a new machine would be provided at no additional cost.

FISCAL IMPACT: The copier will cost $258.15 a month or $3,097.80 a year. This expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council authorize the City Manager to enter into a four year agreement with IKON Office Solutions to lease a photocopy machine.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR PRIMARY PHOTOCOPY MACHINE

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

WHEREAS, the copier lease for the primary photocopy machine is at the end of its six-year agreement with IKON Office Solutions;

WHEREAS, a new four-year lease agreement has been negotiated with Ikon Office Solutions for a new leased copier;

WHEREAS, the lease agreement has been included in the approved 2011-2012 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign the Purchase Order for a four-year lease agreement with Ikon Office Solutions as outlined on the attached Purchase Order.

PASSED this __________ day of ________________, 2011.

SIGNED this __________ day of ________________, 2011.

____
Mayor

____
City Recorder

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

City of Keizer

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

Purchase Order Number

IT-110811

TO
IKON Office Solutions
PO Box 650073
Dallas, TX 75265-0073

SHIP TO
City of Keizer
C/O: Bill Hopkins
930 Chemawa RD NE, Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS	ACCOUNT OR JOB NO.	ORDER DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ricoh Aficio MPC5501A	$258.15	$258.15

- This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.
- City of Keizer fiscal year is July 1 – June 30
- Total purchase price: $258.15month / 48 month rental
- Total of monthly base charges for 48 month term: $12391.20
- Cost per copy rate: 0.0085 per B/W impression
  Ricoh Aficio MPC5501A - $258.15 per month

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

PLEASE SEND ____________ COPIES OF YOUR INVOICE

Christopher C. Eppley — PURCHASING AGENT

PURCHASE ORDER

Purchase Order Instructions
City of Keizer

Purchase Orders must include the following:

- Bill to and Ship to addresses
- Contact Name and phone number for delivery and training
- Contact name, phone number, and email address for meter contact
- Reference: **This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.**
- Total purchase price: $258.15 per month / 48 month rental
- Total of monthly base charges for 48 month term: $12391.20
- Service/supplies cost per copy rate: 0.0085 per B/W impression, 0.0550 per Color impression
- Itemized list of hardware:

  Ricoh Aficio MPC5501A - $189.68 per month
  SR3030 Stapling Finisher - $33.45 per month
  Bridge Unit BU3030 - $2.20 per month
  LCIT PB3110 High Capacity Drawer- $20.84 per month
  2/3 Hole Punch Unit Type 3260 - $11.98 per month

- Vendor name & address:

  IKON Office Solutions
  PO Box 650073
  Dallas, TX 75265-0073

- Authorized signature

Fax or email Purchase Order to: Attn: Jason Steele
Fax Number: 503-315-7620
jason.steele@ricoh-usa.com

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON

STANDARD SERVICES CONTRACT
CONTRACT TRACKING NO. GS-56344

This Contract is between Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and IKON Office Solutions, Inc. (Contractor).

Purpose: MULTI-FUNCTION COPIER FLEET

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be December 8, 2008, or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be December 7, 2013.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. The District agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. The Contract Documents consist of the following documents which are listed in descending order of precedence:

This Contract;
Exhibits to this Contract, including:
- Exhibit 1 – Statement of Work, Compensation, Payment and Renewal Terms
- Exhibit 2 – Insurance Requirements
- Exhibit 3 – Certification Statement for Corporation or Independent Contractor
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Schedule of Initial Fleet Pool Equipment and Software
- Exhibit 6 – Service Level Agreement
- Exhibit 7 – District's Request for Proposals No. 08-1160
- Exhibit 8 – Replacement of Featured Color Model
- Exhibit 9 – Contractor's Proposal in Response to Request for Proposals No. 08-1160

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supercede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.

   This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

4. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.

5. **No Third Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Nonperformance.** In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

8. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

9. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

d. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

e. Upon contract termination under this section, Contractor shall remove all equipment as provided in Exhibit 7, section 2.15.4.

10. **Payment of Invoices**

a. Method of Payment. Unless otherwise provided in Exhibit 1, payment shall be approved monthly by the District, net thirty (30) days.

b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:

(i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.

(ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

(iii) If terminated under 9(c) or 9(d) by the District due to a breach by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.

c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:

(i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;

(ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;

(iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and

(iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care.

(i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor 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 such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor 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.

e. Non-Appropriation.

(i) If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

f. Adequate Funding.

(i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the Districts budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.

b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.

c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

12. **Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:**

a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279.334(1)(a)(C)(ii) to (vii) and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:

(i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or

(iii) for work performed on Saturday and on any legal holidays specified in ORS 279.334.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279.316(1)(b), give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. **Time Limitation on Claim for Overtime.** To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and

b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

14. **DCU Collective Bargaining Agreement Wage Requirements.**

Subsection 1. If the this agreement is the result of a solicitation subject to the District's DCU agreement, Contractor shall pay workers described in Section 2 of this section and employed under this Contract hourly compensation comparable to workers covered by the 1999-2004 Collective Bargain Agreement between the District Council of Trade (DCU) and the Services Unions of School Employees and Portland Public Schools (DCU Agreement). Contractor may comply with this requirement by:

a. Demonstrating that it is signatory to the appropriate Craft Master Labor Agreement for the work under the Contract;

b. Paying workers under the Contract the prevailing rate of wage for an hour's work as determined by the State of Oregon Bureau of Labor and Industries or the wage for an hour's work set forth in the DCU Agreement for the particular job, whichever is higher; or

c. Submitting other reliable proof that the wage and benefit package paid to workers described in Subsection 2 of this Section and employed under this Contract is equal to or better than the wage and benefit package provided to comparable workers under the DCU Agreement.

Subsection 2. Workers subject to DCU requirements include: Brick mason, carpenter, carpet and linoleum layer, cement mason, electrician, glazier, laborer, machinist, painter, plasterer, plumber, roofer, sheet metal worker, steamfitter, tile setter, vehicle mechanic, mason tender, plumber's helper, motor winder, electronic technician, and machinist helper.

Approved Registered Training Agent. If Contractor employs more than three skilled workers in a particular craft, it must be an Approved Registered Training Agent pursuant to the rules of the Oregon Bureau of Labor and Industries prior to or at the time of execution of the Contract.

Audit. Contractor agrees to provide such information as may reasonably be requested by the District or the DCU to demonstrate compliance with the requirements of the this Section.

15. **Workers' Compensation.** To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

16. **Hazardous Chemicals.** Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-135-025.

17. **Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

18. **Access to Records.** The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later

19. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

20. **When Work is Performed on District Property (including Schools). Contractor shall comply with the following:**

a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contactor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.

b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.

d No Drugs. District property sites are designated drug-free zones enforced by the Portland Police Bureau.

e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

21. **When Work is Performed in or on School Sites, Contractor shall comply with the following:**

a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contract with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result is such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

b. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.

c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

22. **Employment Standards.** At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in it's sole discretion, removal of such employee would be in the best interests of the District.

23. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Education Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

24. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

25. **Indemnity and Hold Harmless.** The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.

26. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

27. **Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

28. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

29. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

30. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

31. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

32. **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.

33. **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

CONTRACTOR DATA AND SIGNATURE

Business Name: **IKON Office Solutions, Inc.**
Business Address: **12100 SW Garden Place**
Portland, OR 97223
Contractor Phone: **(503) 603-8143**
Federal Tax ID# or Social Security #: **23-0334400**

Business Designation (check one):
☐ Sole Proprietorship ☐ Partnership
☒ Corporation-for profit ☐ Corporation-non-profit
☐ Other [describe here: ______________________]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

______________________ ______________________
Signature Title

______________________ ______________________
Name (please print) Date

NOTE: Contractor must also sign Exhibit 3 and (if applicable) Exhibit 4.

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(This contract is not binding on the District until signed the appropriate signing authority)

______________________ Deputy Clerk
Signature Title

Gregory C. MacCrone ______________________
Name (please print) Date

AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
and
IKON OFFICE SOLUTIONS, INC.

CONTRACT TRACKING No. GS 56344

THIS AMENDMENT 1 ("Amendment") to the Contract ("Contract") between School District No. 1J, Multnomah County, Oregon ("District" or "Portland Public Schools") and IKON Office Solutions, Inc. ("Contractor") issued pursuant to Request for Proposal No. 08-1160 ("RFP") and effective as of December 8, 2008, changes certain provisions in the Contract in the manner set forth below. Except as expressly contemplated by this Amendment, the terms and conditions of the Contract shall remain in full force and effect. All capitalized terms used and not defined herein shall have the meanings assigned to them in the Contract. The purpose of this Amendment is to clarify ambiguities in the Contract.

AMENDMENTS TO THE CONTRACT:

1. The following amendments apply solely when District utilizing this or any public agency authorized to procure goods under the Contract elects to purchase or rent goods from the Contractor under the Contract's Exhibit 7, Option C:

a. The following additional sentences are hereby added to the paragraph of the Contract captioned **"Effective Date and Termination Date"**:

"Notwithstanding the foregoing effective date and termination date and any other provision of the Contract to the contrary, the parties hereby acknowledge that any public agency authorized to procure goods under the Contract may enter into leases with lease terms that commence after the foregoing effective date and extend beyond the foregoing expiration date of November 30, 2013. Any such public agency leases shall continue to be governed by the terms and conditions of this Contract, except with respect to the foregoing terms relevant to effective date and expiration date and any other modifications to the Contract agreed upon by and between Contractor and the public agency leasing under the Contract. The termination or expiration of this Contract as between the District and Contractor shall not affect the validity of any such leases as between the Contractor and any public agency leasing under this Contract."

b. The following language is hereby added to Section 10.b.(i) of the Contract:

"Additionally, upon termination pursuant to Section 9(a) or 9(b), District shall also pay to Contractor the applicable termination charges under Section 2.15.2

(Removals for Convenience) of Exhibit 9 (Contractor's Proposal in Response to Request for Proposals No. 08-1160) to the Contract."

c. The following language is hereby added to Section 11(c) of the Contract:

"Additionally, if District breaches this Contract, Contractor's remedy is limited to termination of the Contract and payment of the applicable termination charges under Section 2.15.2 (Removals for Convenience) of Exhibit 9 (Contractor's Proposal in Response to Request for Proposals No. 08-1160) to the Contract."

d. The following footnoted addition to Paragraph 6 of the Contract (identified on and linked to such section with the double asterisk symbol (**) shall not apply:

"The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim that may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors."

e. Section 2.15.1 (School Closures and Consolidations/Non-Appropriation) of Exhibit 7 (District's Request for Proposal No. 08-1160) to the Contract shall not apply to any purchase or rental by a public agency under Option C of the Contract. With respect to Option C, each public agency's right of non-appropriation, is as set forth in Section 10(e) of the Contract.

2. Section 2.12 (Volume Rebate) of Exhibit 7 is hereby amended to add the following language at the end of the paragraph:

"Contractor shall distribute the rebate to the District and public entities cooperatively procuring under the Contract (each, a "Purchasing Entity") on a pro-rata basis based upon each Purchasing Entity's total Contract purchase amount at the time of distribution (as opposed to distributing the rebate amount only to the District)."

3. All other Contract terms and conditions remain unchanged and in full force and effect.

DISTRICT	**CONTRACTOR**
SCHOOL DISTRICT NO. 1J MULTNOMAH COUNTY, OREGON PORTLAND PUBLIC SCHOOLS	**IKON OFFICE SOLUTIONS, INC.**
By: Gregory C. MacCrone	By: Chris Sandusky
Name: Gregory C. MacCrone	Name: Christine Sandusky
Title: Deputy Clerk	Title: Area Vice President
Date: MAR 30 2009	Date: 3/25/09

PDXDOCS:1833940.1

IKON Document Efficiency At Work. A RICOH COMPANY

Equipment Removal Authorization

Equipment Leased by Customer from IKON, IOS Capital, or IKON Financial Services

CUSTOMER INFORMATION

Customer Name	Keizer, City of	Date Prepared	10/18/11
Contact Name	Bill Hopkins	Phone	503-856-3435
Email	hopkinsb@keizer.org	Fax	

☐ Check if Additional Product Description page(s) attached

TERMS AND CONDITIONS

This Authorization will confirm that you desire to engage IKON Office Solutions, Inc. ("IKON") to pick-up and remove certain items of equipment that are currently leased by you from IKON, IOS Capital or IKON Financial Services, and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to us from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by IKON. By signing below, you confirm that, with respect to every removal request issued by you (1) IKON may rely on the request, and (2) the request shall be governed by this Authorization. Except for the obligations of IKON to pick-up and remove the identified equipment, IKON does not assume any obligation, payment or otherwise, under your lease agreement, which shall remain your sole responsibility. As a material condition to the performance by IKON, you hereby release IKON from, and shall indemnify, defend and hold IKON harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you under your lease agreement.

EQUIPMENT INFORMATION

Make /Model /Serial Number	Canon/ IRC6870U/ SJN11175	Contact	Bill Hopkins		
Pick-Up Address	930 Chemawa Rd NE	Phone	503-856-3435		
City	Keizer	State	OR	Zip Code	97303

Make /Model /Serial Number		Contact			
Pick-Up Address		Phone			
City		State		Zip Code	

Make /Model /Serial Number		Contact			
Pick-Up Address		Phone			
City		State		Zip Code	

Make /Model /Serial Number		Contact			
Pick-Up Address		Phone			
City		State		Zip Code	

CUSTOMER		IKON OFFICE SOLUTIONS, INC.	
Authorized Signature		Authorized Signature	
Signature Printed Name		Signature Printed Name	
Title		Title	
Date		Date	

Revised 01/09

IKON Document Efficiency At Work.

A RICOH COMPANY

Work Order - US

IKON Office Solutions, INC.

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
IRC6870	SJN11175		

Customer must already be an IKON customer to use this form without being part of the SFP

Bill To Cust No.: ______ Pymt Method: ______ Ship To Customer No.: ______ PO No: ______ PO Date: ______

Bill To Customer: Keizer, City of — Ship To Customer: Keizer, City of

Address: 930 ChemawaRd NE — Address: 930 ChemawaRd NE

City: Keizer State: OR Zip: 97303 — City: Keizer State: OR Zip: 97303

Customer Contact: Bill Hopkins Title: I.T. Manager Phone: 503-856-3435

IKON Sales Rep: Jason Steele Phone: 503-315-7625

MPS/FSM/SAM/SAC: ______ SC: ______ SC-C: ______ SA/SSA: ______

Description of Services

Professional Services Provided

HD Surrender

o Remove existing hard drive and surrender to customer

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	HDSURRENDER	N/A	1	$350.00	$350.00	
2						
3						Total Price: $350.00

This Work Order shall be effective as of the date of execution by both IKON and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER		IKON OFFICE SOLUTIONS, INC.	
By:		By:	
Name:	Bill Hopkins	Name:	
Title:	I.T. Manager	Title:	
Date:	6/18/2011	Date:	

TERMS AND CONDITIONS

The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereunder within thirty (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKON in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged IKON to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by IKON, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) IKON does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond IKON's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.

v. 09.10.10

COUNCIL MEETING: <u>Nov. 7, 2011</u>

AGENDA ITEM NUMBER: _______

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

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

FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: PERIODIC REVIEW GRANT FUNDING AND BUDGET AMENDMENT

DISCUSSION:
The city has been informed that it has been approved for $70,000 from the Department of Land Conservation and Development to allow it to complete the remaining periodic review tasks. The funding will allow the city to incorporate relevant data and conclusions in the Salem-Keizer regional Economic Opportunity Analysis (EOA) and the regional Housing Needs Analysis (HNA) into a local EOA and local HNA in a manner that compliments the regional analysis yet reflects a distinctly local focus.

The local EOA will be the planning document that will guide the city in the up-coming 20-year planning period. In particular, it will provide a more refined definition of high value opportunity sites and a realistic appraisal of businesses that the city would like to attract to these employment sites. The local EOA will result in a more refined estimate of the costs associated with the development of the high value opportunity sites. While these were addressed as part of the regional EOA, the cost estimates were considered high given the complexity of the I-5 interchange assessment. A public engagement process will allow the city to gauge the level of public support for the concept of high value opportunity sites and for financing the needed infrastructure improvements.

This funding will also incorporate the regional housing needs analysis into a local HNA that will address the forecasted future residential needs of Keizer. The HNA will refine the regional housing needs projections to incorporate the city council's anticipated adoption of a 20 year population forecast. The public engagement process will be useful to gauge the level of support for a variety of strategies that could be used to off-set the identified future residential needs. With the development of local housing goals, and objectives, and the revisions to the city's comprehensive plan the local HNA will be a planning document that will help guide the city in its future development plans.

RECOMMENDATION:
It is recommended the City Council adopt the attached Resolution authorize staff to accept to grant funding from DLCD and approve the budget amendment.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-________________

AUTHORIZATION FOR APPROPRIATION OF GRANT FUNDS RECEIVED FOR DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT GRANT

WHEREAS ORS 294 allows for expenditure of grants (in the year of receipt) after enactment by the governing body of the municipal corporation of appropriation ordinances or resolutions authorizing the expenditure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2012:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund				
Revenues	8,758,800	70,000		8,828,800
Community Development Department	325,600	70,000		395,600

The City of Keizer was awarded a $70,000 grant from the State of Oregon Department of Land Conservation and Development for completion of Periodic Review Tasks, to include a Local Economic Opportunities Analysis and a Local Housing needs Analysis.

PASSED this _____ day of __________________, 2011

SIGNED this _____ day of __________________, 2011

____
Mayor

____
City Recorder

CITY COUNCIL MEETING:____________________

AGENDA ITEM NUMBER:________________

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

THROUGH: **ROB KISSLER**
DIRECTOR OF PUBLIC WORKS

FROM: **BILL LAWYER**
PUBLIC WORKS SUPERINTENDENT

SUBJECT: **17th AVENUE REPLACEMENT WELL**

DATE: **October 31, 2011**

BACKGROUND:

The adopted Water Master Plan calls for the replacement of the existing production well at the 17th Avenue site for compliance with the Groundwater Rule. The existing well was originally drilled in 1965 and does not meet the current standards for the depth of the well seal. The new well is intended to replace both the 17th Avenue well and the 13th Avenue well which also does not meet the current standards. Bids were solicited for this project with a total of four bids received ranging from a high of $157,002.00 to a low of $112,376.00. Westerberg Drilling Inc. submitted the lowest bid.

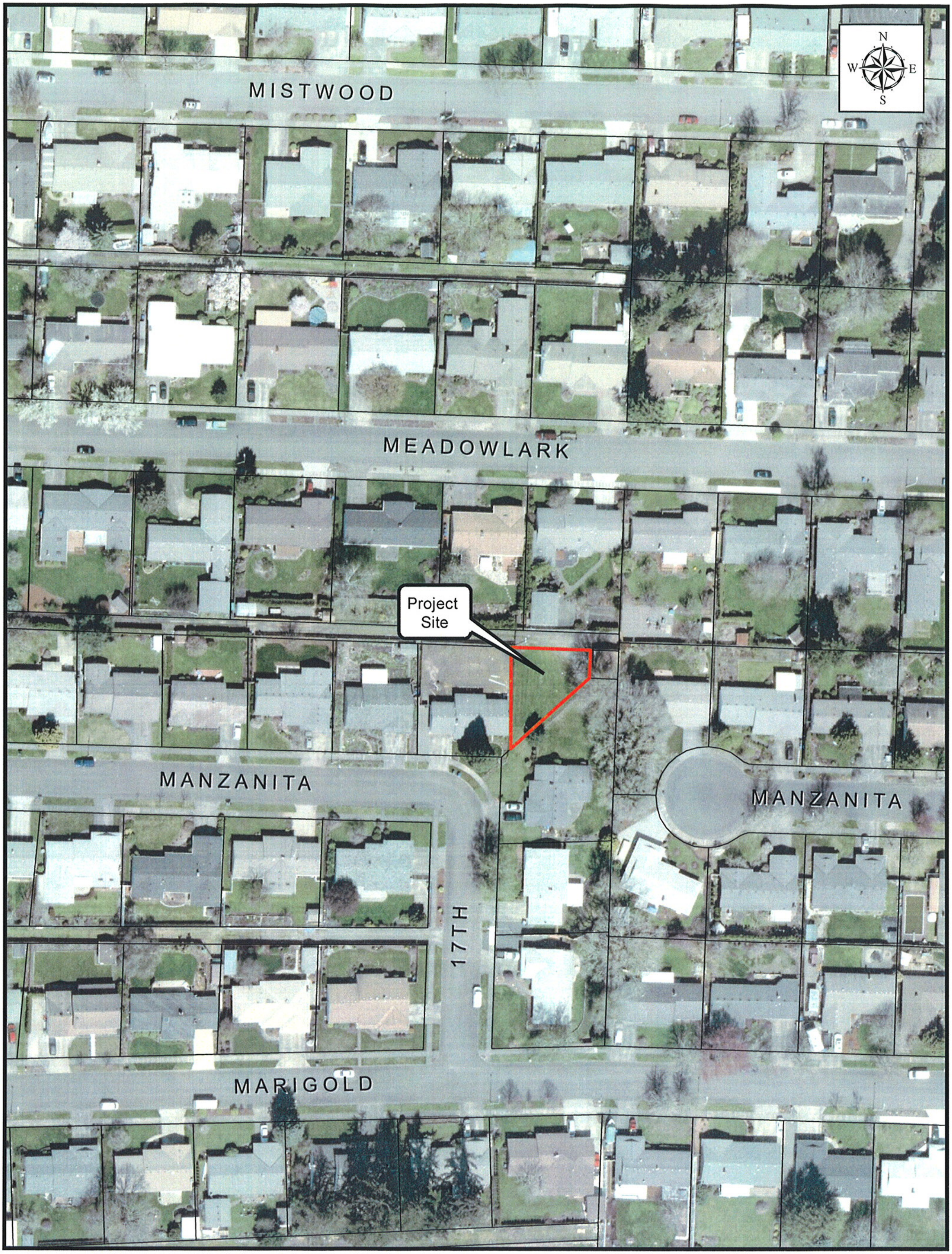
FISCAL IMPACT:

The funds for this project are included in the FY 11/12 Water Facility Fund budget line 25.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution authorizing the City Manger to sign a contract in the amount of $112,376.00 with Westerberg Drilling Inc. for the drilling of the 17th Avenue replacement well.

Please contact me with any questions or concerns.



N
W
E
S
MISTWOOD
MEADOWLARK
Project Site
MANZANITA
MANZANITA
17TH
MARIGOLD

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER INTO AN AGREEMENT WITH WESTERBERG DRILLING INC. FOR 17^{TH} AVENUE REPLACEMENT WELL

WHEREAS, the Water Master Plan calls for the replacement of the existing well at the 17^{th} Avenue site for compliance with the Groundwater Rules;

WHEREAS, the existing well was originally drilled in 1965 and does not meet the current standards for the depth of the well seal;

WHEREAS, the new 17^{th} Avenue replacement well is intended to replace the existing well at the 17^{th} Avenue site as well as the 13^{th} Avenue site which also does not meet the current standards;

WHEREAS, on October 18, 2011, four bids for this project were received and opened. Westerberg Drilling Inc. submitted the low bid for a total amount of $112,376.00. This bid has been reviewed and certified by 4-B Engineering on behalf of the City;

NOW, THEREFORE,

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

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award the contract to, and if no objections are received, enter into an agreement with Westerberg Drilling Inc for a total cost of $112,376.00 to drill the 17th Avenue replacement well. Funding for this project is from the Water Facility Fund in the FY 2011/2012 budget.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

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

MINUTES
KEIZER CITY COUNCIL
Monday, October 3, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:05 pm. Roll Call was taken as follows:

Present:	**Staff:**
Lore Christopher, Mayor	Chris Eppley, City Manager
Cathy Clark, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Community Development
Brandon Smith, Councilor	Marc Adams, Police Chief
Joe Egli, Councilor	Bill Lawyer, Public Works
Mark Caillier, Councilor	Tracy Davis, City Recorder
David McKane, Councilor	

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jan Ramos, Keizer, expressed opposition to the proposed community garden on Brandon Court voicing concern regarding crime, parking, and traffic. She submitted a petition against the garden signed by neighbors.

Delores Teipel, Keizer, echoed Ms. Ramos and noted that she had tried to buy the property but was told that the Fire District needed the property for access. She added that it would waste water and lighting, be something more to clean up and the produce would be stolen or vandalized before the growers could use it.

Tanya Hamilton, Keizer, explained that 12^{th} Street is on the back side of Harcourt; there are eight families on Harcourt that are in favor of the community garden; five who have indicated that they will use it. She explained that National Night Out was held at the field with the hope of getting neighborhood support and addressing concerns; the contract is flexible so that it can meet the need of the neighborhood. She voiced passionate support for connecting the neighborhoods through the garden and explained that the proposed garden would bring more eyes to watch and protect the investment.

Ian Dixon-McDonald, Salem, Community Garden Coordinator with Marion-Polk Food Share reviewed established gardens and services provided by MPFS adding that MPFS supports this garden. He noted that it was his understanding that the neighborhood wanted this garden and explained that community gardens decrease crime because more people are out in the neighborhood. He listed reasons to have a community garden and urged all neighbors to work together and find a way for the community garden to work for everyone.

Discussion followed regarding neighborhood support, limiting the garden to residents of a specific area, vandalism and crime, produce theft, and water usage.

Bob and Cheryl Mitchell, Salem, voiced excitement for having the Festival of Lights in Keizer and asked if a trade (in-kind) sponsorship could be done with the City. Ms. Mitchell requested (1) use of the community center for a pre-parade event for guests and sponsors; (2) barricades and safety cones for the event, (3) waived permit fees, and (4) the use of smaller rooms to coordinate volunteers prior to the parade. She noted that the event will benefit Marion-Polk Food Share and that her team would be responsible for community center clean-up.

Discussion then took place regarding clean-up, barricade rental and placement, the parade route, and using the Volcano Stadium parking lot and providing a shuttle bus to the parade route. Mr. Eppley agreed to check the Volcano contract and get back with them.

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

a. Holiday Festival of Lights Parade

City Manager Chris Eppley explained that this was before Council for their action on the requested City sponsorship. He noted that if Council is in favor, the resources will come from Public Works for the barricade placement and management, and the fees for the community center would be waived.

Discussion then took place regarding the impact of this event on the local hotel, partnering with the Network Exchange Club, Keizer Chamber, River Road merchants and Warner Brothers, costs for police, public works, permits, and the community center. Mayor Christopher informed Ms. Mitchell that for next year's event, she should address the Budget Committee in order to be included in the next fiscal year budget.

<u>Councilor Clark moved that the Keizer City Council sponsor the Holiday Festival of Lights Parade, December 20, 2011, through an in-kind special sponsorship by providing use of the community center and event support. Councilor Taylor seconded.</u>

City Attorney Shannon Johnson suggested specifying that they will pay for police and noted that it would be beneficial to the City to provide an event host.

<u>Councilor Clark amended her motion to add after "event support": "to include barricades and cones, staff for the parade and the cost of the</u>

permit". Councilor Taylor accepted the amendment.

Discussion then took place regarding the effect of this donation on the public works fund. Councilor Egli noted that the Mitchells have a great deal of experience having been doing this parade for 19 years. Councilor Caillier added that he and Councilor Egli would volunteer to serve as facility hosts for the community center event.

Motion passed unanimously as follows:

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. Harcourt Community Garden

Bill Lawyer, Superintendant of Public Works, provided a history and reviewed location of this project. He noted that staff recommends Council receive testimony to determine if an undeveloped public right of way should be considered for a community garden project and indicated that further research will need to be done regarding state statutes to determine if the use is allowed should Council choose to proceed.

Discussion then took place regarding the street and barricades, access, other available land, and concern that the property in question is dedicated public right of way and is therefore owned by the public with the City serving as trustee for the public.

Council agreed by consensus to direct staff to find out (1) if a community garden would be allowed on this property, (2) the cost of providing water and (3) who would be responsible for paying for the water.

Regarding crime related to community gardens, Chief Adams indicated that there was no data one way or the other and he had no opinion. He noted that crime could be deterred by the design of the garden or a small picket fence.

c. ORDINANCE ~ Repealing Ordinance No. 2011-643 (Amending City of Keizer Development Code Regarding Section 2.303 – Off Street Parking and Loading);

Mr. Johnson explained that upon review of this ordinance staff realized that the language did not match up with the intent. After discussion with Planning staff it was determined that this should be brought back to the Planning Commission. Therefore staff is recommending an ordinance to revoke the change so the old language remains until the process is complete.

Community Development Director Nate Brown explained that Planning Commission is working on the Home Occupation regulations and, since this is part of the requirements, it should be included in that chapter of the Code rather than only in the Off-Street Parking section.

Councilor Clark moved that Keizer City Council adopt an ordinance Repealing Ordinance No. 2011-643 (Amending City of Keizer Development Code Regarding Section 2.303 – Off Street Parking and Loading); Declaring an Emergency. Councilor Taylor seconded. Motion

Declaring an Emergency

passed unanimously as follows:

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. RESOLUTION ~ Authorization for Resolution Transfer of Unanticipated Working Capital Carry-forward for Essential Training Expenses

Mr. Eppley explained that the Finance Department had under-budgeted training requirements for this year: the Finance Director did not budget enough to receive training necessary to retain her certifications. There were some unanticipated savings from last year's budget increasing the working capital carry-forward coming into this budget. Therefore staff requests that Council authorize bringing those savings into this year's budget.

Councilor Clark moved that Keizer City Council adopt a Resolution – Authorization for Resolution Transfer of Unanticipated Working Capital Carry-forward for Essential Training Expenses. Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

CONSENT CALENDAR

A. Approval of September 6, 2011 Regular Session Minutes
B. Approval of September 12, 2011 Work Session Minutes

Councilor Clark pulled Item A.

Councilor Clark moved to approve Item B of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Clark requested clarification on page 6, the testimony from Mr. Dave Zahn. She felt it should be expanded to talk about how Mr. Zahn and his volunteers went door to door. She had proposed language to amend the minutes, but rather than take Council time for that, she wanted to pull them from the agenda and double check with the City Recorder to review completeness. Councilor McKane pointed out that the minutes said "he went door to door to talk to residents" and questioned how much clearer that could be. Councilor Clark indicated that she thought there were more details that should be included to help people who were not at the meeting understand the circumstances. She added that there were a number of things she wanted clarification on and requested that this item be pulled to come back at a later date.

COMMITTEE REPORTS

a. Keizer Channel 23 Advisory Committee Report

Councilor Clark explained that the committee has completed the work on the Rules and Procedures Handbook and it will be sent to Council for review. These will allow the public to submit programs to be aired on the channel. She added that the K-23 Committee has passed a motion to assist the Keizer Points of Interest Committee in producing the oral histories. Rex Robertson has agreed to work at improving the quality of those, possibly with in-home taping, and integrating photographs and video into the programs.

Mayor Christopher suggested that the committee contact Debbie Miller to assist with this project. She works for President Courtney and was a facilitator on oral histories of past Governors and Legislators.

b. Appointment to the Keizer Planning Commission

City Manager, Chris Eppley, reported that there were two vacancies on the Planning Commission. Notice of the vacancies was published and the Volunteer Coordinating Committee unanimously recommended John Rizzo and Matthew Chappell to fill the vacancies.

<u>Councilor Clark moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint John Rizzo to position number 4 and Matthew Chappell to position number 5 each to serve a three-year term on the Planning Commission. Councilor McKane seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

c. Appointments to the Keizer Budget Committee

City Manager, Chris Eppley, reported that there were three vacancies on the Budget Committee. Notice of the vacancies was published and the Volunteer Coordinating Committee unanimously recommended Joseph Gillis, Ronald Hart and Jeff Lewis to fill the vacancies.

<u>Councilor Clark moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Jeff Lewis to Position Number 3, Joseph Gillis to position number 4, and Ronald Hart to position number 5, each to serve a three-year term on the Budget Committee. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Egli, Smith, McKane, Caillier, Taylor and Clark (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Caillier announced times and dates for the next Claggett Creek Watershed Council meeting and upcoming projects.

Councilor Egli shared dates for Chamber events including the Board meeting, the Fall Golf Classic and the luncheon.

Councilor Clark reported that

- A subgroup of the Keizer Points of Interest Committee, the Wallace House Bi-Centennial Planning Group, is planning a series of events in the coming year to commemorate establishment of the Wallace House and part of that will be a partnership with RiverFair. The culmination of that year will take place at Keizer Rapids Park on Saturday, August 11, 2012.
- She attended Traffic Safety Commission for Councilor McKane and asked them about articles in the newspaper to remind residents to trim vegetation away from sidewalk to keep school children safe.

She congratulated Bend and central Oregon cities for a great League of Oregon Cities conference and reviewed dates for upcoming neighborhood association meetings which will discuss the upcoming election on the public safety fee.

Councilor Smith reminded everyone of the upcoming Parks Advisory Board meeting.

OTHER BUSINESS

Chief Adams invited everyone to come to the Keizer Police Department open house.

Bill Lawyer reported that the Hornet Court LID is halfway constructed.

City Recorder Tracy Davis announced that there are volunteer openings in Bikeways, Traffic Safety Commission, Keizer Points of Interest, and Keizer Festivals and Events Services Team. Applications are due by the end of the week.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

October 10, 2011

5:45 p.m. – City Council Work Session

- Urban Renewal District Issues

October 17, 2011

7:00 p.m. – City Council Meeting

November 7, 2011

7:00 p.m. – City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:22 p.m.

MAYOR: APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL/URBAN RENEWAL AGENCY
JOINT WORK SESSION
Monday, October 10, 2011
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Mayor/Agent Christopher called the work session to order at 5:50 p.m. The following were present:

Councilors/Agents:	Staff:
Lore Christopher, Mayor/Chair	Chris Eppley, City Manager
Cathy Clark, Council President/Agent	Shannon Johnson, City Attorney
Jim Taylor, Councilor/Agent	Susan Gahlsdorf, Finance Director
Mark Caillier, Councilor/Agent	Nate Brown, Community Development Director
Brandon Smith, Councilor/Agent	Tracy Davis, City Recorder
Joe Egli, Councilor/Agent	
David McKane, Councilor/Agent	

DISCUSSION

a. Keizer Station LID Debt/Urban Renewal Substantial Plan Amendment

City Manager Chris Eppley reviewed the history of the issue: When Keizer Station was developed, after consolidation of properties, the developers asked the City to finance a portion of the construction of the public infrastructure through the issuance of a Local Improvement District. The City takes a lien against the properties and, as payments come due, collects assessments from the property owners within the Local Improvement District area and makes the payments. The debt is structured so that the City is required to make interest only payments until 2031 when the balloon payment is due; but the City has made some payments on the principal to date. Over the last year one of the property owners who controls five of the LID parcels has been in default. The City has, however, been able to make the interest only payments because payments coming in from others are adequate. There is no immediate danger of defaulting on the bonds but the City is unable to make the payments on the principal as planned. Mr. Eppley explained that staff believes the best option is to put together as much cash as possible and pay as much of the principal down as possible as early as possible so that the assessments currently being received will be enough to stay on the plan and pay both the interest and principal, thereby securing the majority of the City's risk against a future default.

Ms. Gahlsdorf added that refinancing could be considered in 2018 but a

Local Option levy is currently not allowed by State law.

Mr. Eppley added that to do nothing at this time would put the City's solvency at risk and that the longer action is delayed, the larger the payoff will be. If the amount can be paid down by a certain date, then the City will have secured its future. Staff believes the most feasible solution is to take revenues available through the existing Urban Renewal District Program by discontinuing improvements to River Road, delaying program funded construction in Area C, and using those funds to pay down the debt instead. However, additional revenues will be needed so staff is suggesting extension of the Urban Renewal District by one or two years, and setting that money aside to be used solely for paying down the debt.

Mr. Eppley noted that foreclosure of the properties in question would be explored but the City might retain the properties pending a more seller-friendly economy. He added that staff believes that the only way this amendment can be done is to get formal concurrence from the overlapping jurisdictions.

City Attorney Shannon Johnson explained that Urban Renewal Consultant Elaine Howard and Bond Counsel Harvey Rogers were both working with the City on this process. Mr. Eppley added that even if Mr. Sides becomes current, the proposed action might be advisable because payments are due twice a year and the City should develop a strategy to avoid future problems.

Discussion then took place regarding taxing districts, efforts made by Chuck Sides to secure the money in this difficult economy, refinancing the loan in 2018, ensuring that funds are used to make the Urban Renewal District and the General Fund whole, principal and interest payments and the impact to the general fund if the Urban Renewal District is allowed to sunset without this amendment. Community Development Director Nate Brown noted that there are no Urban Renewal Projects pending at this time.

Ms. Gahlsdorf fielded questions regarding amounts due and amounts collected, the status of the current model, the amount available through bonds, and delinquent property taxes. Elaine Howard provided additional information regarding ensuring that urban renewal funds are spent only for this purpose. Ms. Gahlsdorf noted that an option would be to not collect the full tax increment and extend the District for longer, but this option would be more expensive because interest costs would be higher. Discussion then took place regarding guaranteeing that the District ended at a date certain.

Jerry McGee, Keizer, voiced support for addressing this issue now rather than leaving it for future Councilors to address. He questioned what experts had assisted. Mr. Eppley explained that Bond Counsel, Harvey Rogers, and Elaine Howard, both experts in Urban Renewal had assisted along with other bond professionals and financial advisors. He added that staffing costs have already been backed out of the Urban Renewal District anticipating its closure and that would not change, however, there would be some costs associated with hiring the experts and auditors. Staffing costs have been absorbed back into the general fund which makes this extension a “double hit” because revenue anticipated with the closeout of the District will not be received. Ms. Gahlsdorf added that about $200,000 of administrative costs are being charged to Urban Renewal this budget year and she hopes to cut that in half.

Bill Quinn, Keizer, questioned if 75% of the Districts have to accept this. Mr. Eppley responded that Districts equating to 75% of the total money need to accept it. Theoretically that would be the School District, the City, and the County. He explained that the new law implies that the amendment must be initiated before the last tax increment payment in the existing District is received; this would be November or December. Mr. Quinn questioned what would happen if other properties default on their payments to which Ms. Gahlsdorf responded that most other properties are owned by a Real Estate Investment Trust and Donahue Schreiber and if they default it would devastate the City. Mr. Quinn noted that Districts have lived with urban renewal for some time and another year or two would be acceptable.

Mr. Eppley noted that this is the last possible thing the City wants to do, but it is the best opportunity to control the situation. He explained that Chief Cowan had indicated that the Fire District is a partner with the City, and controlling risk is important so he would work together with his Board and the City.

Matt Chappell, Keizer, urged a continued stable relationship with the City of Salem, cautioned against the tendency to spend our way out of the present situation, and encouraged Council to be conservative in their approach.

Joe VanMeter, Keizer Fire District Board Chair, voiced commitment to work with the City and appreciation for the way the City has worked with the Fire District and the positive effect that Urban Renewal has had on the area. He suggested that the Fire District would like to work with the City to find an option that would reduce the “hit” to the Fire District. Councilor Clark and Mr. Johnson agreed to attend the next Fire District Board meeting.

Elaine Howard noted that although the Plan at this point is not a substantial amendment, she could work with Mr. Johnson to figure out language for the Plan that would include the stipulation that income received from sale of foreclosed properties in Keizer Station would pay back the taxing entity to make them whole.

Mr. Eppley noted that staff is looking for direction from Council to initiate getting concurrence from partners and starting the process.

Ms. Gahlsdorf explained that to comply with statute requirements, the Planning Commission and Keizer Urban Renewal Board will meet jointly on November 9 and make a recommendation to Council to be addressed at the November 21 meeting. It will have to be approved without an emergency clause. If the vote is not unanimous there will be an emergency session on November 28 so that the ordinance will be effective on December 28. This assumes that written concurrence of 75% of the overlapping jurisdictions is received.

It was the consensus of the Council to have staff move forward with the joint meeting of Planning Commission and the Keizer Urban Renewal Board, bring something back to the November 21 Council meeting, and have discussion with the overlapping jurisdictions.

ADJOURN Meeting adjourned 7:02 pm.

APPROVED:

MAYOR/CHAIR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Agent/Councilor #1 – David McKane

Agent/Councilor #4 – Cathy Clark

Agent/Councilor #2 – Brandon Smith

Agent/Councilor #5 – Joe Egli

Agent/Councilor #3 – Mark Caillier

Agent/Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, October 17, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Council President Clark called the meeting to order at 7:01 pm. Roll Call was taken as follows:

Present:	Staff:
Cathy Clark, Council President	Chris Eppley, City Manager
Jim Taylor, Councilor	Shannon Johnson, City Attorney
Brandon Smith, Councilor	Nate Brown, Community Development
Joe Egli, Councilor	Marc Adams, Police Chief
David McKane, Councilor	Rob Kissler, Public Works Director
Absent:	Tim Wood, Assistant Controller
Lore Christopher, Mayor	Tracy Davis, City Recorder
Mark Caillier, Councilor	

FLAG SALUTE

Boy Scout Troop 121, working on their Communications Merit Badge, led the pledge of allegiance.

PUBLIC TESTIMONY

Jared Chock, Keizer Planning Commission, provided a summary of the October 12 meeting noting that the Commission had concluded the hearing on text amendments relating to home occupations and unanimously accepted the staff recommendations after minor adjustments. Additionally, new member Matt Chappell and returning member John Rizzo were sworn in, and Jim Jacks and Jonathan Thompson were elected Chair and Vice Chair respectively.

Richard Walsh, Parks Board, first commended Troop 121 noting that they had been involved in many projects in and around the city. He then reported on recent actions of the Parks Board including the Parks Tour, the “Play Me Piano” project sponsored by Salem Chamber Orchestra, the Wild Wild Rec program, Water Trail Memorandum of Understanding, and discussion with KYSA regarding concerns with the Little League facility.

PUBLIC HEARING

a. Liquor License Application – Mommy &

City Manager Chris Eppley reported that an application was submitted for a Full On Premises Sales Liquor License for Mommy & Maddie’s located at 4765 River Road North, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of

Maddie's (4765 River Road N)

the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Councilor Clark opened the Public Hearing.

Councilor Taylor asked the owner, Richard Clark, if he was familiar with the Responsible Vendor Program to which Mr. Clark replied that he was enrolled in it. He noted that customers had requested that he provide this option but he would be doing so in a responsible manner because this is a family oriented restaurant.

Councilor Taylor moved that the Keizer City Council recommend approval of the application for a Full On-Premises Sales liquor license for Mommy & Maddie's under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

ADMINISTRATIVE ACTION

a. RESOLUTION ~ Authorizing the City Manager to Enter Into Springbrook Software Version Seven Migration Agreement

Assistant Controller, Tim Wood, explained that Springbrook provides the accounting package that runs the background of the City: accounting, utility billing, financial reporting, cash receiving, etc. He explained that the current software is several versions behind; the new version will allow the accounting department to do more with less and give a platform for the City to move into the e-government type applications. He explained that comparable packages would be in the range of $200,000 but this program is $32,000 which can be paid over a three-year period.
Mr. Wood then fielded questions regarding on-line bill pay and the cost related to that feature.

Councilor Taylor moved that Keizer City Council adopt a Resolution Authorizing the City Manager to Enter into Springbrook Software Version Seven Migration Agreement. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

b. RESOLUTION ~ Authorization of Interfund Loan to the General Fund from the

Mr. Wood explained that this resolution is a request to get a data storage system for the Police Department video/audio data. Appropriations are available to lease one but staff recommends buying the system up front rather than paying it out over three years with interest. He explained that the capacity of the system will allow storage for the next ten years and

Transportation Improvement Fund and Transfer of Appropriation for Purchase of Media Storage System

built into the system is the option to expand if needed. Chief Adams provided additional information regarding records retention requirements. Mr. Wood and Mr. Kissler then fielded questions regarding repayment of the loan and projects that will be funded from the Transportation Improvement Fund.

<u>Councilor Taylor moved that Keizer City Council adopt a Resolution - Authorization of Interfund Loan to the General Fund from the Transportation Improvement Fund and Transfer of Appropriation for Purchase of Media Storage System. Councilor Smith seconded. Motion passed as follows:</u>

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

c. RESOLUTION ~ Authorization for Resolution Transfer of Unanticipated Working Capital Carry Forward for Labor Attorney Expenses

Human Resources Director Machell DePina reviewed funds budgeted for labor attorney expenses and issues covered by these funds. She explained that labor attorney expenses are separate from City Attorney expenses and that several personnel matters have required legal assistance costing the City the majority of its Labor Attorney appropriation. She then provided details regarding the fiscal impact of the adoption of this resolution noting that unused appropriation from FY10-11 has increased FY11-12 working capital carry forward over the amount projected for all impacted funds and is available for transfer to the Labor Attorney line item in each fund. Mr. Johnson explained that this is simply a budget matter and not a vote in favor of any management decision. Responding to questioning, Ms. DePina explained that labor negotiations are done once every four years and with today's economy it is reasonable to expect the negotiations to be more difficult than in the past. Mr. Eppley pointed out that personnel matters are unpredictable.

<u>Councilor Taylor moved that the Keizer City Council adopt a Resolution - Authorization for Resolution Transfer of Unanticipated Working Capital Carry Forward for Labor Attorney Expenses. Councilor Smith seconded. Motion passed as follows:</u>

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

CONSENT CALENDAR

A. Liquor License Application – Additional Privilege/Change of Ownership for Plaza Morelia (3391 River Road N)
B. RESOLUTION – Authorization for Appropriation of Law Enforcement Grant Funds for Routine Capital Outlay Grants
C. RESOLUTION – Authorization for Appropriation of Grant Funds Received for Keizer Rapids Boat Ramp

D. Approval of September 6, 2011 Regular Session Minutes
E. Approval of September 19, 2011 Regular Session Minutes

Councilor McKane pulled item E.

Councilor Taylor moved to approve Items A, B, C and D of the Consent Calendar. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Caillier (2)

Councilor Taylor moved to approve Item E of the Consent Calendar. Councilor Smith seconded. Motion passed as follows:

AYES: Egli, Smith, Taylor and Clark (4)
NAYS: None (0)
ABSTENTIONS: McKane (1)
ABSENT: Christopher and Caillier (2)

COMMITTEE REPORTS
a. Volunteer Proclamations

Taken out of order

- **Keizer Planning Commission**: Matthew Chappell and John Rizzo: Council President Clark read the proclamations and welcomed Commissioners Chappell and Rizzo. Mr. Chappell expressed gratitude for being selected to serve. Mr. Rizzo noted that he wanted to continue to serve primarily because he felt City staff was thorough and professional and they made the process reliable.
- **Keizer Budget Committee**: Joseph Gillis, Ronald Hart, and Jeff Lewis were not at the meeting to accept their proclamations.

Councilor McKane announced the date and time for the next Traffic Safety Commission meeting.

Councilor Egli announced the date and time for the next Economic Development & Government Affairs Committee meeting adding that October Keizer Urban Renewal Board had been postponed until November 9 and the River Road Renaissance Advisory Committee meeting cancelled.

Councilor Smith reported that he had attended the town hall meeting with the West Keizer Neighborhood Association and thanked everyone for coming. He also announced the upcoming Stormwater Advisory Committee meeting.

Councilor Clark reported that she had been appointed the Transportation Representative to the Mid-Willamette Valley Transportation Board; announced the time and place for the Gubser Neighborhood Association town hall, Re-Entry Initiative Breakfast, and Keizer 23 TV Advisory Committee meeting; and offered congratulations to the Dugout Sports Bar & Grill for their opening.

OTHER BUSINESS Chief Adams reported that 130 to 150 people attended the recent Police Department Open House.

Public Works Director Rob Kissler announced that the Sieburg Local Improvement project has been completed; Hornet Court Sidewalk/Curb Local Improvement District is nearly complete.

Community Development Director Nate Brown announced that the Department of Land Conservation and Development has awarded the City of Keizer a $70,000 grant for the periodic review process and hiring a consultant to assist with developing the local Economic Opportunities Analysis and Housing Needs Analysis.

WRITTEN COMMUNICATIONS None

AGENDA INPUT

November 7, 2011
7:00 p.m. – City Council Meeting
November 14, 2011
5:45 p.m. – City Council Work Session
November 21, 2011
7:00 p.m. – City Council Meeting

ADJOURNMENT Council President Clark adjourned the meeting at 7:59 p.m.

MAYOR: APPROVED:

~ Absent ~
Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

~ Absent ~
Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING: __**November 7, 2011**__

AGENDA ITEM NUMBER:________________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **VOLUNTEER OF THE QUARTER AWARD**

ISSUE:

The Volunteer Coordinating Committee has selected Barb Smith-Henke as the recipient of the Volunteer of the Quarter award for first quarter 2011. Ms. Smith-Henke was nominated by Rick Hammerquist, Randi Labrouse, and Jim Ilg for her volunteer efforts and donations to the Keizer tennis community and the Keizer Wild Wild Rec program. The volunteer nomination letters are attached to this staff report.

Ms. Smith-Henke has been invited to the meeting to accept the volunteer award. We extend our appreciation to her for the contributions to our community. Congratulations!

Print

Submit

City of Keizer
Volunteer of the Quarter Nomination

Each quarter, the City of Keizer recognizes an individual or group of individuals for their contributions to the Keizer community. This award is designed to recognize the achievement and to encourage actions that enhance the city of Keizer, the Keizer community, and the lives of our citizens.

Process for Award Nomination:

- A written nomination form is submitted to the Keizer City Recorder – P.O. Box 21000/930 Chemawa Road NE, Keizer, Oregon 97307 or submitted by clicking the submit button above.
- Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included.
- The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the Volunteer Coordinating Committee to answer questions or explain the nomination in further detail.
- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Barb Smith Henke
Address of Nominee (s): 671 Sunset Ave N Keizer
Nominee Phone Number or Contact Information: 503-390-1277

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

I am pretty sure that Barb has put some time in about every week of the year as webmaster for the Keizer Tennis Association and the Keizer Rotary Amphitheater website. She is was instrumental with gaining sponsorships for the KTA slammin summer program for kids and adults. Because of her enthusiasm to share the gift of tennis, she was able to recruit two of her retired tennis buddies to volunteer to teach our 10 and under tennis program. She helped the Boys and Girls club/ Keizer Parks Foundation Wild Wild Rec program. She came up with the design of

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

The impact she has directly on kids is through her enthusiasm for tennis and how she demonstrates with the kids. Her primary focus, let the kids have fun playing a wonderful life time sport. These kids live in Keizer and are our future citizens and sports like tennis teach discipline, control, sportsmanship, and is a healthful fitness and recreational activity. She recently added more to her plate, she is now treasurer

Nominator Information:
Your name: Rick Hammerquist
Address: 4809 Tate Ave N
Phone Number – Contact Information 503-930-4462 rick.hammerquist@gmail.com

Davis, Tracy

From: Rick Hammerquist [rick.hammerquist@gmail.com]
Sent: Wednesday, August 10, 2011 6:54 AM
To: Davis, Tracy
Subject: Photo for volunteer of the quarter
Attachments: 2011 Summer Kids3.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Barb Smith Henke is on the far right

Tracy,
Barb was able to get two retired teachers that also love tennis and got them to sign up for a 10 and under tennis teaching clinic put on by Marceil Whitney with the United States Tennis Association back in June. We used this clinic to train our volunteer instructors. Barb stayed an extra hour after the clinic picking Marceil's brain for creative ideas for our program. She always goes the xtra mile and makes sure all the details are taken care of. PS, we used Salem's River Road park for our program.
The KTA loves Barb because she is a doer. But I think she does a lot for the Keizer Rotary Amphitheater too. I hooked her up with Clint. I think Clint owes her some props as well for taking care of the KRA website. I contacted Clint about Barb's nomination but an email from you to Clint asking his input would be great!!!!

Print Submit

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- Additional letters of support, supplementary information such as pictures, news stories, biographical information, or other materials that show the project or contribution of the nominee may be included.
- The nomination will be reviewed and decided by the Volunteer Coordinating Committee. The nominator may be requested to attend a meeting of the Volunteer Coordinating Committee to answer questions or explain the nomination in further detail.
- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Barb Henke Smith
Address of Nominee (s): Sunset Ave. North, Keizer, Oregon 97303
Nominee Phone Number or Contact Information: Unknown

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

Barb has been a very valuable member of the Keizer Tennis Association (KTA). She puts countless hours into the KTA by keeping up the website, organizing special events such as our "Match Day" event we had at Chemeketa Community College, Secretary of KTA and many other duties she has taken on over the past couple of years. I taught Adult beginning tennis lessons and she assisted me at every session when she could of been doing things for herself. Her passion and dedication need to be recognized so I nominate her as volunteer of the quarter

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

She has impacted the city of Keizer immensely by ensuring all of the children and adults can be involved in the summer tennis programs provided by the KTA.

Nominator Information:
Your name: Randi Labrousse
Address: 1776 Meadowlark Dr. NE, Keizer, Oregon 97303
Phone Number – Contact Information (503) 390-4751

Print

Submit

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- The award will be then presented at a regular meeting of the Keizer City Council.

Name of Nominee(s): Barb Smith Henke
Address of Nominee (s): 671 Sunset Ave N, Keizer, OR 97303
Nominee Phone Number or Contact Information: 503 390-1277

Please provide a brief description, including the dates or time period, of the nominees' contributions and the reason why you are nominating for this award:

Barb has participated in a number of tennis events as a volunteer. She has enthusiastically encouraged kids of all ages during these events and has been a great asset to the Keizer Tennis Association. I fully support Barb for the Volunteer of the Quarter.

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

Barb has motivated children to be more active socially and physically in our community with hopes of it being a life long change for them.

Nominator Information:
Your name: Jim Ilg
Address: 910 Player Dr N, Keizer, OR 97303
Phone Number – Contact Information 503 390-9530

Davis, Tracy

From:	bondesser@q.com
Sent:	Thursday, August 18, 2011 4:53 PM
To:	Rick Hammerquist
Cc:	Davis, Tracy
Subject:	Re: Barb Smith Henke for volunteer of the quarter

Sounds well deserved! And we certainly did appreciate her working with the kids in Wild Wild Rec. (It was truly WILD!) I loved the enthusiasm and energy she brought with her. Really amped up the excitement that day!
Tracy was the right person to send the nomination to. She will forward it on to the Volunteer Coordinating Committee. If you would like a letter of support from the Foundation, let me know and I'll send one along.
Jeanne

From: "Rick Hammerquist" <rick.hammerquist@gmail.com>
To: "Jeanne Bond-Esser" <bondesser@q.com>, "Tracy Davis" <davist@keizer.org>
Sent: Thursday, August 18, 2011 7:04:00 AM
Subject: Barb Smith Henke for volunteer of the quarter

Hi Jeanne and Tracy,

I have already nominated Barb for volunteer of the quarter. She has put in a lot of work for the KTA this last year and especially this summer. She recruited 4 senior volunteers and made sure they got training at a seminar that the KTA cosponsored with the courthouse., It was taught by one of the best tennis instructors in the nation, Marceil Whitney, from Seattle. Anyway, she also operates the KTA and KRA websites for free. She is always thinking of the kids and the parents when it comes to our tennis program. Here is a lady that just took up tennis 6 years ago and loves it so much she thinks every kid in town should be playing tennis. It's her enthusiasm and actions that speak the loudest. Some of us talk big, but don't do. She is a doer. She also volunteered to help the Wild Wild Rec program and organized a week long clinic with a group of home schooled kids. She is now working on what gifts we can give our volunteers for the summer.

Here are some more pictures. She gave out awards to our kids at their last lesson.

--
Rick Hammerquist
Phone: C 503-930-4462

Keizer Parks
FOUNDATION

August 25, 2011

To the Keizer Volunteer Coordinating Committee:

The Keizer Parks Foundation would like to support the nomination of Barb Smith Henke for volunteer of the quarter.

We very much appreciate Barb's willingness to donate her time to Keizer youth, including taking time out of her schedule to give the kids a chance to experience tennis as part of the City of Keizer's Summer Recreation Program ("Wild, Wild Rec"). Her enthusiasm and energy are infectious, and she had the kids hopping!

Barb at Bob Newton Park with the "Wild Wild Rec" kids in July, 2011.

Sincerely,

Vickie Hilgemann
President, Keizer Parks Foundation