

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

Monday, November 7, 2005

6:45 p.m.

**Robert L. Simon 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 – Authorizing the City Manager to Sign Settlement Agreement with Rawlins Holding Company and Others Regarding Keizer Station Area A Local Improvement District**

6. CONSENT CALENDAR

- a. Approval of June 20, 2005 Agency Regular Session 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



URBAN RENEWAL AGENCY: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: CHAIR CHRISTOPHER AND AGENCY MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER STATION AREA A LID/RAWLINS LITIGATION
SETTLEMENT

The Rawlins family and their associated companies own property located between the stadium and the Bonneville Power Administration substation. Rawlins objected to the Keizer Station Area A Local Improvement District and filed appeals with the Land Use Board of Appeals as well as filed a lawsuit against the City and the Urban Renewal Agency.

The parties have been working toward settling the matter. The majority of the settlement is a private one between Northwest National, LLC and Rawlins. Northwest National will lease the subject property on a long term ground lease. Rawlins will then not be faced with the assessment as the developer will have to pay the LID assessment.

There is a condition by Rawlins to the settlement that concerns the City. In the late 1990s when the stadium project was being constructed, the City needed a sanitary sewer easement along the entire north side of the Rawlins property parallel to Labish Ditch. This sewer trunk line serves not only the stadium, but the entire Keizer Station Area A. When the City negotiated with Rawlins for purchasing the sanitary sewer easement, Rawlins was concerned about the increase in the sanitary sewer system development charges (SDCs). The parties agreed that Rawlins would grant the easement for a total cost of \$49,816.80. This was the difference between the old SDC and the new SDC amount. The parties further agreed that the City would pay \$24,497.00 in cash at the time of the granting of the easement, and then grant a credit for the sanitary sewer SDCs in the amount of \$25,319.80.

Rawlins agreed to this settlement apparently because he felt that he and his family would develop the property and get the benefit of the sanitary sewer SDC credit. Under the current scenario, Rawlins would not receive that credit. Therefore, the parties have discussed and reached a tentative settlement in which the City would "cash out" the \$25,319.80 SDC credit by writing a check to Rawlins for such amount with the understanding that credit would be fully satisfied and that Northwest National, LLC would receive no credit at the time they

developed the property.

Staff feels that this is an appropriate settlement of the matter and a way to move forward to end the litigation. The City has had the benefit of not paying any interest on the \$25,319.80 credit from 1999. Though it is possible that the developer's plans could fall through, it is anticipated that the SDCs on the property will be paid in the near future as the property develops. In exchange for the payment, Rawlins will dismiss the LUBA appeals and Circuit Court litigation and the Agreement will be recorded against the property as consent to the Local Improvement District.

The funds for payment of the credit would come from the sanitary sewer SDC fund as it is payment for the sanitary sewer trunk line easement.

RECOMMENDATION:

Adopt the attached resolution authorizing the City Manager to sign the enclosed Settlement Agreement.

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

ESJ/tmh
attachment

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

2 Resolution UR2005-_____

3 AUTHORIZING THE CITY MANAGER TO SIGN
4 SETTLEMENT AGREEMENT WITH RAWLINS HOLDING
5 COMPANY AND OTHERS REGARDING KEIZER STATION
6 AREA A LOCAL IMPROVEMENT DISTRICT
7

8 WHEREAS, the Keizer City Council approved the Engineer's report on April 18,
9 2005 and subsequently formed the "Keizer Station Area A Local Improvement District"
10 pursuant to Resolution No. R2005-1593 and R2005-1594;

11 WHEREAS, Rawlins Holding Company, Inc., Timothy Rawlins and Linda
12 Rawlins (hereinafter "Rawlins") filed a Circuit Court complaint against the City and the
13 Urban Renewal Agency regarding the actions of the City with regard to the Local
14 Improvement District and spreading assessments, as well as other actions of the City or
15 the Urban Renewal Agency;

16 WHEREAS, Rawlins also filed a Notice of Intent to Appeal with the Land Use
17 Board of Appeals (LUBA) regarding actions of the City and the Urban Renewal Agency;

18 WHEREAS, the parties have reached agreement to settle the matter without any
19 admission as to the validity of any claims or possible defenses;

20 NOW, THEREFORE,

1 BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that the
2 City Manager is hereby authorized to execute the Settlement Agreement, a copy of
3 which is attached as Exhibit "A" and by this reference incorporated herein.

4 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
5 further action contemplated, or appropriate and necessary with regard to concluding the
6 settlement.

7 PASSED this _____ day of _____, 2005.

8 SIGNED this _____ day of _____, 2005.

9
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Urban Renewal Agency Chair

City Recorder

AGREEMENT

This Agreement is made between Rawlins Holding Company, Inc., an Oregon corporation (formerly known as Rawlins Real Estate, Rich Rawlins and Associates, Inc.), Timothy Rawlins and Linda Rawlins, and Rawlins Investment Properties L.L.C., an Oregon limited liability company (“Owners”), the City of Keizer, an Oregon municipal corporation (“City”), and the Urban Renewal Agency of the City of Keizer, an Oregon urban renewal authority (“Renewal Agency”).

RECITALS

A. Rawlins Holding Company, Inc., Timothy Rawlins, Linda Rawlins and Rawlins Investment Properties, L.L.C. are owners of or have or had an interest in property located in the City of Keizer, more particularly described in Exhibit A which is attached hereto and incorporated into this Agreement (“Property”).

B. The Owners or their predecessors in interest entered into an agreement with the City or about September 1, 1999 that is attached as Exhibit B and incorporated into this Agreement (“Easement Agreement”). The Easement Agreement provided for the conveyance of a sanitary sewer easement to the City in exchange for the payment of money and a certain credit against future sewer assessments. Rawlins Holding Company, Inc. is the successor to Rawlins Real Estate, Rich Rawlins and Associates, Inc. or has authority to bind that entity. The parties wish to amend the Easement Agreement.

C. Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins filed a complaint against the City and the Renewal Agency in *Rawlins Holding Company, Inc. et al. v. City of Keizer and Urban Renewal Agency of City of Keizer*, Marion County Circuit Court Case No. 05C-16601 (“Circuit Court Case”). The complaint sought review of a City of Keizer Resolution No. 2005-1594, forming a local improvement district and spreading assessments and other actions of the City or Renewal Agency and asserted declaratory judgment, inverse condemnation, slander of title and public records claims against the City and Renewal Agency. The parties wish to dismiss these claims.

D. Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins also sought review of actions of the City or Renewal Agency in proceedings filed before the Oregon Land Use Board of Appeals, *Rawlins Holding Company, Inc. et al. v. City of Keizer and Urban Renewal Agency of the City of Keizer*, LUBA Nos. 2005-078, 2005-113, and 2005-114 (“LUBA Cases”). The parties wish to dismiss these cases.

E. The City is constructing the local improvements that are part of the “Keizer Station Area A Local Improvement District” (the “Improvements”) and that are described in the engineer’s report that was approved by the Keizer City Council on April 18, 2005 (the “Engineer’s Report”). The local improvement district for the Improvements was formed by City of Keizer Resolution Nos. 2005-1593 and 2005-1594. Following completion of the Improvements, the City will make the final assessment against the Property. The Owners wish to waive certain claims in connection with the completion and assessment of the Improvements.

AGREEMENT

1. Amendment of Easement Agreement. The Easement Agreement is amended. The City agrees to pay Rawlins Holding Company, Inc., and Timothy and Linda Rawlins the sum of \$25,319.80 in full satisfaction of the Easement Agreement and this shall discharge any future obligation of the City under the Easement Agreement. The payment of \$25,319.80 shall be by a check drawn to the order of Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins, and delivered to their attorney upon the signing of this Agreement. Upon execution of this Agreement, and payment of this sum, the City's obligations under the Easement Agreement are discharged and no credit shall be owed by the City against any future assessment on the Property because of the Easement Agreement. The past conveyance of the sanitary sewer easement is not affected by this amendment of the Easement Agreement.

2. Release. Upon execution of this Agreement and the payment of money as provided in Section 1 of this Agreement, Owners and each of them release both the City and its elected and appointed officials, officers, employees, agents, successors and assigns and the Renewal Agency and its elected and appointed officials, officers, employees, agents, successors and assigns from all claims, demands, damages, costs and expenses in whatever nature, based in statute, contract, tort or otherwise, on the subjects described above in Recital paragraph E; or which were pleaded in the Circuit Court Case or could have been pleaded in that case based on the facts stated in the complaint and which exist as of the effective date of this Agreement; or that arise because of the adoption or implementation of City of Keizer Resolution Nos. 2004-1528, 2005-1588, 2005-1593 or 2005-1594 or Renewal Agency Resolution Nos. 2003-080 or 2005-090. This release includes a release of any claim for any attorneys' fees or costs to be imposed against any of the parties with respect to the pending Circuit Court Case or LUBA Cases. Each party shall be solely responsible for payment of fees, including attorney fees, expenses and costs it incurred in connection with the Circuit Court Case and LUBA Cases.

3. Dismissal of Claims. Owners agree to stipulate to and seek entry of judgment in the Circuit Court Case dismissing the claims with prejudice and without cost to any party. Owners agree to move to dismiss the LUBA Cases.

4. Assessment of Costs Under the Local Improvement District. Owners agree that the City shall assess the full amount of the Assessable Costs against the Property and other benefited properties ("Benefited Properties") according to the formula provided in the Engineer's Report. For purposes of this agreement the "Assessable Costs" shall mean the sum of:

A. All of the City's actual costs in planning the Improvements, acquiring land for the Improvements, and overseeing, constructing and completing the Improvements (including any attorney's fees and costs for the Circuit Court Case, the LUBA Cases or defense of, or other litigation or appeals in connection with, the formation of the Keizer Station Area A Local Improvement District and the imposition of assessments for the costs of the Improvements); plus,

B. All of the City's actual costs of obtaining interim financing for the Improvements; plus,

C. All of the City's actual and reasonably expected costs of obtaining long-term financing for any assessments which owners of Benefited Properties apply to pay in installments; plus,

D. All other costs of the City that are directly related to the Improvements; less only the following amounts:

(1) Keizer Urban Renewal Agency contribution in the amount of \$4,500,000.00.

(2) City of Keizer Street Fund contribution of \$1,564,000.00.

(3) Keizer Station Plan Area D (Chemawa Station LLC) contribution of \$1,200,000.00.

If the costs of the Improvements exceed the estimates in the Engineer's Report, the excess will increase the Assessable Costs, and the City will not be obligated to increase the City's contribution or the Renewal Agency's contribution to the local improvement district.

5. Consent and Authorization to Complete Local Improvement Proceedings. The Owners hereby consent to and authorize:

A. All actions the City takes in good faith to construct the Improvements substantially as described in the Engineer's Report; and,

B. The assessment against the Property and other Benefited Properties of all Assessable Costs, regardless of whether those costs exceed the estimates shown in the Engineer's Report.

6. Waiver of Defects. The Owners waive all irregularities or defects, jurisdictional or otherwise, in:

A. All proceedings of the City to form the Keizer Station Area A Local Improvement District and to undertake, construct and complete the Improvements; and

B. All past and future proceedings of the City to apportion and assess the Assessable Costs against the Benefited Properties according to the formula specified in the Engineer's Report.

This waiver shall, prevent any of the Owners from contesting any actions that are taken by or on behalf of the City and that are contemplated by the Engineer's Report and this Agreement, if those actions are taken in good faith. If for any reason the assessments or reassessments the City imposes for the Improvements are invalidated, the City shall be entitled to reassess the Property for its share of Assessable Costs pursuant to ORS 223.405 to 223.485, the City Charter and its ordinances. The Owners consent to assessment and any reassessment of the Property as provided herein, and waive any right to contest those assessments or reassessments to the extent any assessment or reassessment is made as required and in accordance with this Agreement. The release in section 2 of this Agreement, stipulated dismissal in section 3, consent and authorization in section 5 and waiver in section 6 shall not prevent Owners from objecting to

Assessable Costs in the final assessment or reassessment proceedings because those Assessable Costs are unreasonable or not related to the Improvements, or impair any right to finance the assessments or apply for installment payments under ORS 223.210 or other applicable law.

7. No Admissions. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement does not constitute an admission of liability or disputed facts by any party hereto.

8. Severability. The parties agree that if any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Merger. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings between the parties hereto, except to the extent that the terms of Exhibit B are incorporated herein. There are no understandings, agreements or representations, verbal or written, regarding this Agreement except those specified herein.

10. Modification. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

11. Representation by Counsel/Authorization. All parties have been advised by their respective, separate legal counsel. By signature of their authorized representatives, the parties hereby acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

12. Binding on Successors and Assigns. This Agreement is binding upon all parties and their heirs, administrators, executors, transferees, successors and assigns. The City may record this Agreement in the real property records of Marion County, Oregon.

13. Counterparts and Effective Date. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute one Agreement. A signed counterpart which is faxed shall be valid and treated as an original although the original signed counterpart shall be provided to the other party. This Agreement shall be effective on the last date signed by the parties.

[Remainder of page intentionally left blank]

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Oregon.

DATED this ____ day of _____, 2005.

RAWLINS HOLDING COMPANY, INC.

By:

Title:

State of _____)
) ss
County of _____)

This instrument was acknowledged before me on _____, 2005 by _____ as _____ on behalf of Rawlins Holding Company, Inc.

Notary Public for

My Commission Expires:

[Signatures continue on following pages]

TIMOTHY RAWLINS

State of Oregon)
) ss
County of Deschutes)

 This instrument was acknowledged before me on _____, 2005 by Timothy Rawlins.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

LINDA RAWLINS

State of Oregon)
) ss
County of Deschutes)

This instrument was acknowledged before me on _____, 2005 by Linda Rawlins.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

RAWLINS INVESTMENT PROPERTIES L.L.C.

By:
Title:

State of Oregon)
) ss
County of Deschutes)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of
Rawlins Investment Properties L.L.C.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

CITY OF KEIZER

By:
Title:

State of Oregon)
) ss
County of _____)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of the
City of Keizer.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

URBAN RENEWAL AGENCY OF THE CITY OF
KEIZER

By:
Title:

State of Oregon)
) ss
County of _____)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of
Urban Renewal Agency of the City of Keizer.

Notary Public for Oregon
My Commission Expires: _____

K:\31541\00006\TJS\TJS_S224Q==Agreement (TJS mkd 11-2-05).doc 11/4/05 10:00 AM



MINUTES
KEIZER URBAN RENEWAL AGENCY

Monday, June 20, 2005

Keizer City Hall

Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Agent Christopher called the session to order at 6:40. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Troy Nichols
Charles E. Lee
Jacque Moir
David McKane
Jim Taylor

Absent:

Richard Walsh

Staff:

Chris Eppley, City Manager
Nate Brown, Community Development
Dianne Hunt, Human Resources
Shannon Johnson, City Attorney
Rob Kissler, Public Works
Susan Gahlsdorf, Finance Department
Marc Adams, Police Department
Tracy Davis, City Recorder

PUBLIC TESTIMONY

None

PUBLIC HEARING:

**a. RESOLUTION ~
Adoption of 2005-
06 Urban Renewal
Agency budget
and Making
Appropriations**

Finance Director, Susan Gahlsdorf, reported that the Budget Committee had met, received the City Manager's Budget Message for Fiscal Year 2005-2006, took public testimony, held deliberations and approved the Recommended Budget as amended. The public hearing scheduled for this meeting was to receive additional public input. Staff recommendation is that after all testimony has been received the recommended Budget be adopted.

Agent Christopher opened the public hearing.

Hearing no testimony, Agent Christopher closed the public hearing.

Agent Moir moved to adopt Resolution UR05 Adopting the Fiscal Year Budget 05, Making Appropriations, Imposing and Declaring Tax Increment. Agent Lee seconded.

AYES: Christopher, Nichols, Lee, Moir, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Walsh (1)

ADMINISTRATIVE ACTION

a. RESOLUTION ~ Supplemental Budget for 2004-2005

Finance Director Susan Gahlsdorf reviewed the adjustments necessary in the 2004-2005 Budget: Insurance Benefits, an additional pay period in 2005 and the Radiant Drive appropriation transfer.

Agent Moir moved to adopt Resolution UR05 Authorization for Appropriation Transfer. Agent Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Nichols, Lee, Moir, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Walsh (1)

b. Approving Sidewalk Improvement Grant – Auto Zone/Dickerhoof

Nate Brown reported that KURB recommended approval of this grant, and explained that they had received some information in error regarding the grant to Outdoor Equipment. Nevertheless, all other grants have been for 100% for moving sidewalks away from the curb. He then explained details on this particular grant and recommended Agency approval. Discussion followed regarding continuation of the sidewalk, the timeframe of the funding and the businesses adjoining the sidewalk.

Agent Moir moved to approve the Sidewalk Improvement Grant, Auto Zone. Councilor Taylor seconded.

AYES: Christopher, Nichols, Lee, Moir, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Walsh (1)

CONSENT CALENDAR

a. Approval of May 16, 2005 Agency Regular Session Minutes

Agent Moir moved for approval of the Consent Calendar. Agent Taylor seconded.

AYES: Lee, Moir, McKane and Taylor (4)

NAYS: None (0)

ABSTENTIONS: Christopher and Nichols (2)

ABSENT: Walsh (1)

OTHER BUSINESS

None

ADJOURNMENT The meeting was adjourned at 6:55 p.m.

APPROVED: _____
Debbie Lockhart, Deputy City Recorder

Lore Christopher, Chair

AGENCY MEMBERS

David McKane

Charles E. Lee

Jim Taylor

Jacque Moir

Troy Nichols

~ Absent ~
Richard Walsh

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, 2005

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

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. COMMITTEE REPORTS

a. Volunteer of the Quarter Awards

b. P.O.W.E.R. (Promoting Outstanding Work, Education, and Recreation in Youth) Program Report

6. PUBLIC HEARINGS

a. Sign Code Revisions

b. Zone Change/Subdivision Amendment Case No. 2005-14 (Morgan)

7. 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

b. Old Business

8. **ADMINISTRATIVE ACTION**

- a. Keizer Community and Recreation Expo Center Feasibility Study
- b. **ORDINANCE** – Regulating Parking and Establishing Enforcement Procedures; Repealing Ordinance 98-388
- c. **RESOLUTION** – Authorizing the City Manager to Sign Settlement Agreement with Rawlins Holding Company and Others Regarding Keizer Station Area A Local Improvement District

9. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing the City Manager to Sign Waiver of Conflict of Interest (Northwest National LLC/Wendie L. Kellington, Attorney at Law)
- b. **RESOLUTION** – Granting Leave of Absence for Councilor Charles Lee
- c. Approval of October 10, 2005 Work Session Minutes
- d. Approval of October 17, 2005 Regular Session Minutes

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

November 14, 2005

12:00 p.m. City Council Work Session

- Tour of Keizer Station – Depart from City Hall

November 21, 2005

5:30 p.m. Urban Renewal Agency

- Major Plan Amendment Public Hearing and Ordinance Adoption

7:00 p.m. City Council Regular Session

December 5, 2005

7:00 p.m. City Council Regular Session

12. **ADJOURN**



CITY COUNCIL MEETING: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Bruce Anderson and Stan Compton as the recipients of the Volunteer of the Quarter for third quarter 2005. Both Mr. Compton and Mr. Anderson just recently completed their second terms on the Keizer Planning Commission. Mr. Anderson was appointed to fill a vacant position in July, 1998 and then was reappointed for two additional three-year terms. Mr. Compton was appointed in October, 1999 and again reappointed in September 2002. Previously, Mr. Compton served on the Keizer Urban Renewal Board (a.k.a. River Road Redevelopment Board) beginning in June, 1994.

Both Mr. Compton and Mr. Anderson have been invited to the meeting to accept their volunteer awards. Our thanks and congratulations to Mr. Anderson and Mr. Compton for their contributions to our community.

COUNCIL MEETING: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

SUBJECT: P.O.W.E.R. PRESENTATION

Cyndi Astley has requested time on the agenda this evening to provide an update on the P.O.W.E.R. (Promoting Outstanding Work, Education, and Recreation in Youth) program. Ms. Astley will also show a short video presentation prepared by IKE Media for P.O.W.E.R.

COUNCIL MEETING: _____
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: SIGN CODE REVISIONS

BACKGROUND:

On September 13, 2005, the Planning Commission began discussions on revisions to the Keizer Sign Code. After deliberation the Planning Commission unanimously supported the attached text amendments. The sign code is found within Section 2.300 and contains the relevant regulations governing the placement of signs within the city limits.

ISSUE:

As part of the review of a new large commercial integrated business center the issue of signage was raised. Specially, the issue involved additional signage along secondary building frontages. All businesses are allowed signage provided that any sign is consistent with sign code regulations. Typically, businesses have wall signs and free standing signs with the overall size of the signs based on the amount of the business frontage. However, businesses that are within an integrated business center are not permitted to have an individual free standing sign in front of the business but must utilize the main business center pole sign. The issue is that some businesses within a complex have only limited or no space on this sign. Hence, the interest by some business owners to allow additional wall signage beyond what is currently permitted on the primary building frontage. Section 2.308.02 defines an integrated business center as “a group of two or more businesses which are planned or designated as a center, and share a common off-street parking area of access, whether or not the businesses, building or land are under common ownership.”

The most significant code change is found in Section 2.308.08 (page 13) to allow a business located within an integrated business center to have 1.5 square feet of secondary signage for each foot of building frontage along a street or parking area up to a maximum of 75 square feet. This signage is to be located on the secondary building frontage and not to be placed on a primary building frontage.

Several smaller code revisions are also included. These include an allowance for city identification to be included under government signs is found within Section 2.308.05.D (page 9), minor language revisions Conditional Uses in Section 2.309.09 (page 16), include sign variances as a Type I-B procedure (pages 18 and 20), and a minor definition change found on page 19.

RECOMMENDATION:

Direct staff to prepare an ordinance with findings to adopt the proposed revisions to sign code regulations.

2.308.01 Purpose

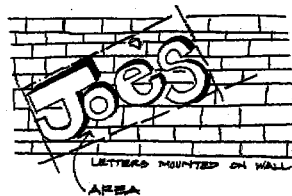
The purpose of these sign regulations is to provide equitable signage rights, reduce signage conflicts, promote traffic and pedestrian safety, and, increase the aesthetic value and economic viability of the city, all by classifying and regulating the location, size, type and number of signs and related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

2.308.02 Definitions

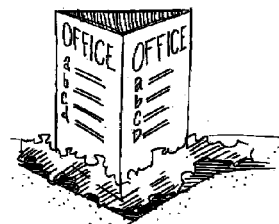
For the purposes of this Chapter, the following definitions shall apply:
(5/98)

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

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



Sign Area



Multi-Faced Sign

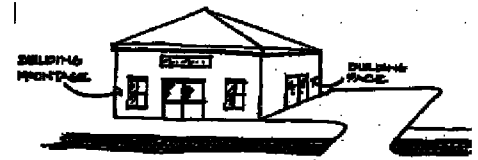
Awning: A shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for the supporting framework. (5/98)



Awning Sign

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

Building Frontage, Primary: The portion of a building face most closely in alignment with an adjacent right-of-way or fronting a parking lot when so defined, as allowed in this chapter. A gasoline service station may use the overhanging canopy as a substitute for building frontage when computing the allowable sign area. The longest side of the canopy shall be used to compute the allowable sign area. (5/98)



Building Frontage and Face

Building Frontage, Secondary: Buildings located on lots abutting more than one Right of Way or a parking lot may designate one building face as a secondary building frontage.

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

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

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

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



Canopy Sign

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

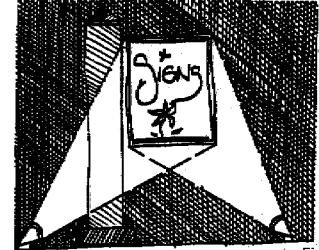


Free-Standing Sign

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

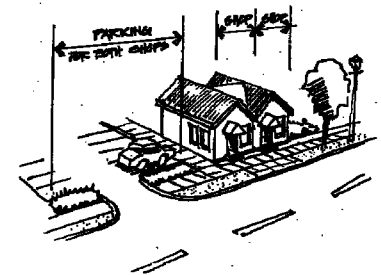
Incidental Signs: A sign that is normally incidental to the allowed use of the property, but can contain any message or content. Such signs can be used for, but are not limited to, nameplate signs, warning or prohibition signs, and directional signs not otherwise allowed. (5/98)

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



Indirect Illumination

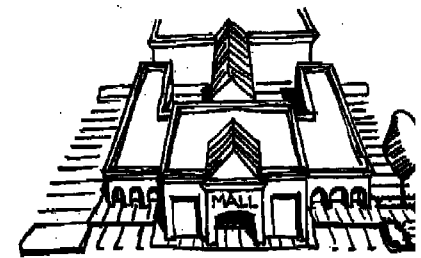
Integrated Business Center: A group of two or more businesses which are planned or designed as a center, and share a common off-street parking area or access, whether or not the businesses, buildings or land are under common ownership. (5/98)



Small Integrated Business Center

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

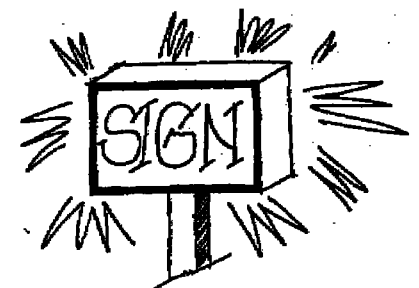
Joint Use Sign: When two or more businesses combine part or all of their total allowed sign area into free-standing sign for each common frontage of such business. (5/98)



Large Integrated Business Center

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

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



Internal Illumination

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

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



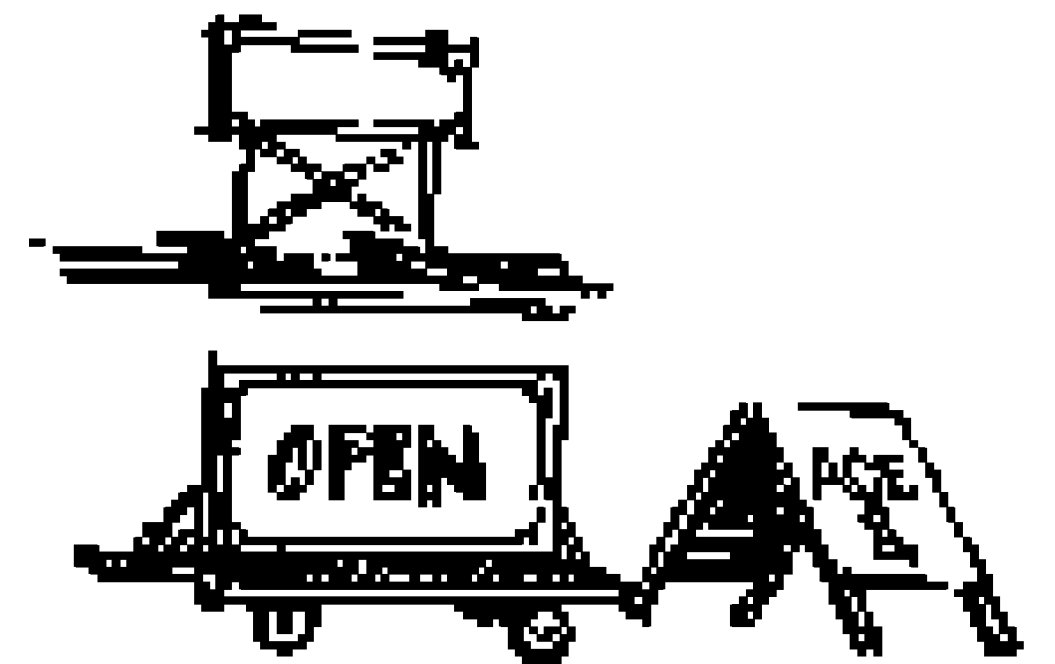
Joint-Use Sign

Nonconforming Sign: Any sign which lawfully exists prior to the effective date of this chapter but, which due to the requirements adopted herein, no longer complies with the height, area and placement regulations or other provisions of these regulations.

(5/98)

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

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



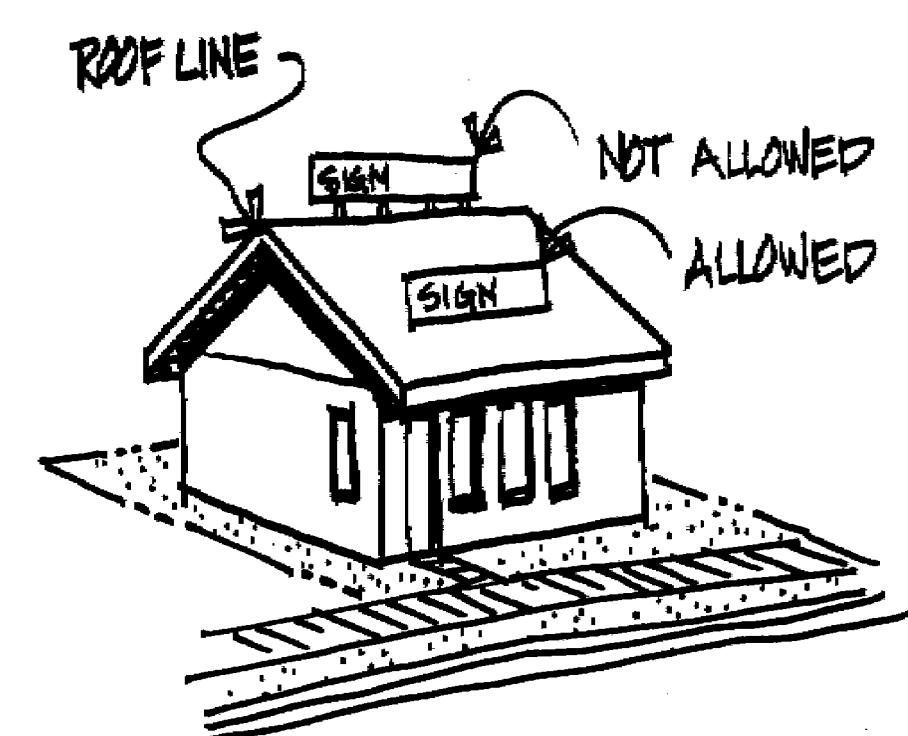
– Portable Signs

Projecting Signs: A sign the face of which is not parallel to the wall on which it is mounted. (5/98)



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

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

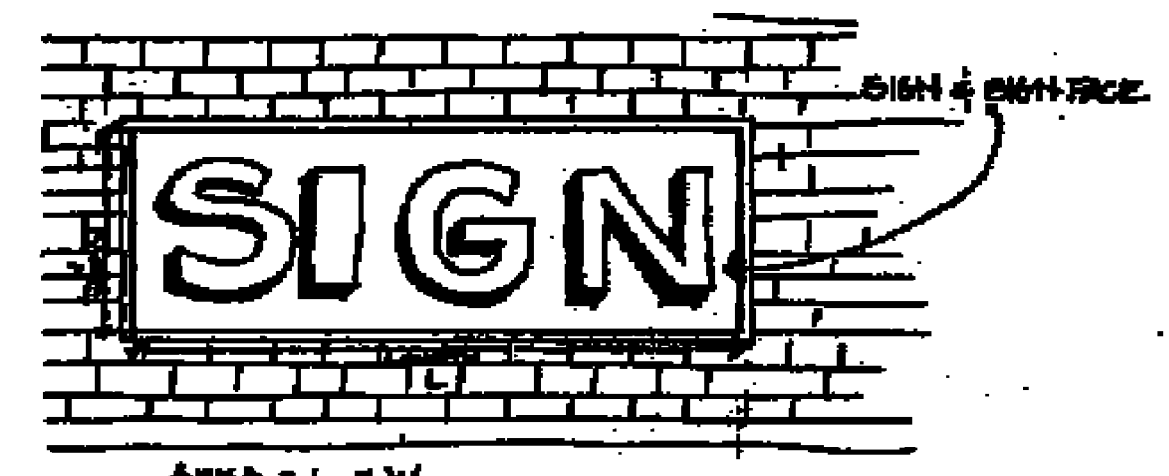


Roof Line and Roof Sign

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

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

Sign: Any writing, including letter, word, or numeral; pictorial presentation, including mural, illustration or decoration; emblem, including device, symbol or trademark; flag, including banner or pennant; or any other device, figure or similar thing which is a structure or any part thereof, or is attached to,



Sign Face

painted on, or in any other manner represented on a building or structure or device; and is used to announce, direct attention to, or advertise; and is visible from any public right-of-way. (5/98)

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

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

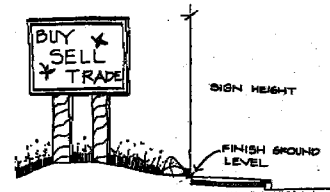
Sign Structure: The supports, uprights, braces, framework and other structural components of the sign. (5/98)

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

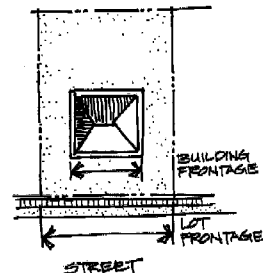
Temporary Business: A business of a temporary nature authorized through a Temporary Business Permit issued by the City of Keizer. (5/98)

Temporary Sign: A sign not permanently affixed to a structure on a property. These signs primarily include, but are not limited to, canvas, cloth, rigid plastic or paper, vinyl banners or posters hung on a building wall or on a permanent pole such as on a free-standing sign support. Paper signs may only be used for single day events. (5/04 Ord. 2004-498)

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



Sign Height



Street Frontage



Temporary Sign



Wall Sign

2.308.03 Review Procedures

- A. Permit Required. Except as specifically excluded herein, no property owner, lessee or contractor shall construct or alter any sign without first obtaining a valid permit to do so. (5/98)
- B. Current Signs. Owners of conforming or nonconforming signs existing as of December 4, 1989 are not required to obtain a permit until the end of the abatement period described in Section 2.308.04.C. (5/98)
- C. Permit Fees. Permit fees shall be established from time to time by City Council resolution. (5/98)
- D. Application Requirements. An application for a sign permit shall be made on a form prescribed by the Zoning Administrator. The application shall include, at a minimum, a sketch drawn to scale indicating the proposed sign and identifying existing signs on the premises, the sign's location, graphic design, structural and mechanical design and engineering data which ensures its structural stability. The application shall also contain the names and address of the sign company, person authorizing erection of the sign and the owner of the subject property. (5/98)

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

- E. Design, Construction, and Maintenance. All signs shall be designed, constructed, and maintained according to the following standards: (5/98)
 - 1. Compliance with Building Codes. All signs shall comply with the applicable provisions of Uniform Building Code in effect at the time of the sign permit application and all other applicable structural, electrical and other regulations. The issuance of a sign permit under these regulations does not relieve the applicant of complying with all other permit requirements. (5/98)

2. **Materials.** Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of these regulations, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure. (5/98)
3. **Maintenance.** All signs shall be maintained in a good structural condition and readable at all times. (5/98)
4. **Owner Responsibility.** The owner shall be responsible for its erection and maintenance and its compliance with the provisions of these regulations or other laws or Ordinances regulating signs. (5/98)

2.308.04 Nonconforming Signs

- A. **Alteration of Nonconforming Sign Faces.** Nonconforming signs are subject to the following provisions regarding alteration: (5/98)
 1. **Change Permitted.** Within the abatement period described in Section 2.308.04.C, a change in sign face alone is allowed without requiring compliance with these regulations. (5/98)
 2. **Termination of Nonconforming Sign.** Within the abatement period described in Section 2.308.04.C., when a nonconforming sign face is damaged or destroyed by fire, flood, wind, or other calamity or act of God, such sign face may be restored to its original condition provided such work is completed within sixty (60) days of such calamity. However, a sign structure or support mechanisms so damaged shall not be replaced except in conformance with the provisions of these regulations. (5/98)
- B. **Permits for Properties with Nonconforming Signs.** (5/98)
 1. **Businesses in Integrated Business Centers.** For individual businesses in integrated business centers, all signs of the individual business must comply prior to issuance of sign permits for new or altered signs. No free-standing sign permits will be issued for the integrated business center, unless all free-standing signs comply. (5/98)
 2. **Businesses Not in Integrated Business Centers.** No permits shall be issued for new or altered signs unless all

signs of the individual business comply with these regulations, except as set forth in Section 2.308.04.B.4.
(5/98)

3. Nonconforming Sign Area. Except as set forth above and in Section 2.308.08.B.4., all conforming and/or nonconforming signs in existence as of the date of the permit application shall be included in the total allowed area, number or size when reviewing applications for new or altered signs to be allowed on the property. (5/98)
 4. Exception for Non-Owned Signs. Signs which are not owned or controlled by the property owner or lessee prior to May 7, 1990, and which were constructed or installed prior to May 7, 1990, shall not be included in the total allowed area for sign permits granted prior to May 7, 1997.
(5/98)
- C. Abatement of Nonconforming Signs. Permanent signs in existence on May 7, 1990 that are not in conformance with the provisions of this Ordinance shall be regarded as nonconforming signs and must be removed, altered, or replaced so as to conform on or before May 7, 1997. The period from the date of the enactment of these regulations to May 7, 1997, shall be described as the "abatement period." Temporary and portable signs that are not in conformance with the provisions of this Ordinance shall be regarded as nonconforming and shall be removed on or before September 7, 1990. (5/98)
- The Zoning Administrator shall notify non-conforming permanent sign owners by certified mail of the conformance deadline at least two years prior to such deadline as a public service. Failure to be notified of the deadline shall not relieve the owner of responsibility to conform with this Ordinance within the time period herein. Properties annexed to the City after the effective date of this Ordinance shall have 7 years following annexation in which to conform to these regulations, with the exception of temporary signs that shall conform to the regulations within 90 days following annexation. (5/98)
- D. Abandoned Signs. All signs for a business shall be removed within 30 days after that business ceases to operate on a regular basis, and the entire sign structure or structures shall be removed within 12 months of such cessation of operation. (5/98)
 - E. Minor Nonconforming Signs. Individual signs that otherwise comply and are existing as of May 7, 1990, that are within 5% of

both the allowed area (total and per sign) and the allowed height as set forth in these regulations are allowed to remain as nonconforming signs and do not have to be brought into compliance. However, once a nonconforming sign is removed, any replacement sign must comply in all respects with these regulations. (5/98)

2.308.05 Signs Generally Permitted

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

- A. Sign Copy. Painting, change of sign face or copy and maintenance of signs legally existing on the effective date of this Ordinance. If structural changes are made, the sign shall conform in all respects with these regulations. (5/98)
- B. Temporary Signs. Temporary signs that do not exceed 16 square feet in area. No lot may display temporary signs for more than 90 days in any 365 day period. Only one temporary sign per lot may and seven days following elections, signs which relate to such elections may be unlimited in number. (5/04 Ord. 2004-498)
- C. Real Estate Signs. Real estate signs not exceeding 32 square feet that advertise the sale, rental or lease of premises upon which the sign is located. Real estate signs may be used up to two years without a permit. (5/98)
- D. Government Signs. Signs posted by or under governmental authority including legal notices, traffic, danger, no trespassing, emergency, [REDACTED] and signs related to public services or safety. (5/98)
- E. Development Signs. One sign not over 32 square feet for a residential development or subdivision, and located at each street entrance to the development. (5/98)
- F. Incidental. Incidental signs that do not exceed 6 square feet. Such signs shall not be mounted on permitted freestanding sign structures. (5/98)
- G. Flags. Flags on permanent flag poles that are designed to allow raising and lowering of the flags. Flagpoles shall either be freestanding or shall be mounted on the building but if mounted

on the building may not be taller than the peak of the roof. Flags shall not exceed 25 square feet in area. (5/98)

- H. Interior Signs. Signs within a building. (5/98)
- I. Window Signs. For commercial or industrial buildings, signs painted or hung on the inside of windows. (5/98)
- J. Non-profit Signs. A non-profit organization may display a portable sign subject to the following: (5/98)
 - 1. Three signs per organization at one time. (5/98)
 - 2. Maximum sign area: 16 square feet. (5/98)
 - 3. The sign shall be displayed no more than six times in any 365 day period, and shall not be displayed longer than five days each time. (5/98)
 - 4. The sign shall not be placed on public property or in any right-of-way. (5/98)
 - 5. The non-profit organization shall request and receive consent from the property owner of the property on which the sign is placed. (5/98)
 - 6. If requested, the non-profit organization shall provide appropriate proof that such organization is organized not to make a profit, but for charitable, educational, religious, or philanthropic purposes. (5/98)
- K. Residential Signs. Residential signs, pursuant to requirements in Section 2.308.07. (5/98)
- L. Election Signs. During the period of forty-five (45) days prior and seven (7) days after any governmental election, signs which meet the definition of temporary signs, and which pertain to such election, may be unlimited in number. (5/04 Ord. 2004-498)

2.308.06 Prohibited Signs

The following signs are prohibited: (5/98)

- A. Tethered Signs. Balloons or similar types of tethered objects, including strings of pennants. (5/98)
- B. Portable Signs. Portable signs (except as noted in Section 2.308.05.J. (5/98)
- C. Roof Signs. Roof signs or signs which extend higher than the roof line. (5/98)
- D. Odor, Visible Matter. Signs that emit odor, visible matter, or sound, however an intercom system for customers remaining in their vehicles, such as used in banks and "drive through" restaurants, shall be allowed. (5/98)
- E. Wire Supports. Signs that use or employ side guy lines of any type. (5/98)
- F. Obstructing Signs. Signs that obstruct any fire escape, required exit, window or door opening used as a means of egress. (5/98)
- G. Utility Lines. Signs closer than 24 inches horizontally or vertically from any overhead power line or public utility guy wire. (5/98)
- H. Vehicle, Trailer Signs. No vehicle or trailer shall be parked on a public right-of-way or public property, or on private property so as to be visible from a public right-of-way which has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertisement of products or directing people to a business or activity located on the same or nearby premises. This provision applies where the primary purpose of a vehicle is for advertising purposes and is not intended to prohibit any form of vehicular sign, such as a sign attached to a motor vehicle which is primarily used for business purposes, other than advertising. (5/98)
- I. Rotating/revolving Signs. Rotating/revolving signs, except by conditional use permit, and except as allowed in Section 2.308.07.A.3. (5/98)
- J. Flashing Signs. Flashing signs, except by conditional use permit, and except as allowed in Section 2.308.07.A.3. (5/98)

- K. Projection Signs. Projecting signs exceeding 24 inches and private signs that project into or over driveways and public right-of-ways, except signs under a canopy that projects over a public sidewalk and the sign is 8 feet above the sidewalk. (5/98)
- L. View Obstruction. Signs that obstruct required vision clearance area or obstruct a vehicle driver's view of official traffic control signs and approaching or merging traffic, or which present a traffic hazard. (5/98)
- M. Safety Interference. Signs that interfere with, imitate, or resemble any official traffic control sign, signal or device, emergency lights, or appears to direct traffic, such as a beacon light. (5/98)
- N. Use of Utility Poles. Signs attached to any pole, post, utility pole or placed on its own stake and placed into the ground in the public right-of-way. (5/98)
- O. Message Signs. Message Signs, except by conditional use permit. (5/98)
- P. Vacant Land. Any sign on unimproved property, unless allowed as a temporary sign. (5/98)

2.308.07 Non-Commercial Signs

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

- A. Sign types. The following sign types are allowed: (5/98)
 - 1. Wall, canopy and window signs subject to the limitations in 2.308.07.C. (5/98)
 - 2. Free-standing signs subject to the limitations in 2.308.07.C. (5/98)
 - 3. Temporary displays consisting of any sign type for a period not to exceed 21 days in any 365 day period, however the owners or responsible parties of such displays shall be responsible for any public or private nuisance. (5/98)
- B. Maximum number. Any combination of wall, canopy or free-standing signs not exceeding the sign area and height limitations of this Section; plus signs allowed in Section 2.308.07.A.3. (5/98)

- C. Maximum Sign Area. Maximum total sign area for property on which the building or buildings are located: (5/98)
1. Single-family and two-family (duplex) dwelling: 6 square feet. (5/98)
 2. Multiple family dwelling : 32 square feet. (5/98)
 3. Public and semi-public: 64 square feet. (5/98)
- D. Maximum sign height:
1. Wall, canopy or window sign: 8 feet. (5/98)
 2. Free-standing sign: 6 feet. (5/98)
- E. Location: (5/98)
1. Wall, canopy or window sign shall be set back from the property lines of the lot on which it is located, the same distance as the building containing the permitted use; provided that wall signs may project into the required setback space up to 1.5 feet. (5/98)
 2. Free-standing signs are permitted where fences are allowed. (5/98)
- F. Illumination. Signs may only be indirectly illuminated by a concealed light source, shall not remain illuminated between the hours of 11:00 p.m. and 6:00 a.m., (except by conditional use permit) and shall not flash, blink, fluctuate or produce glare. (5/98)

2.308.08 Commercial and Industrial Signs

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

A. Integrated Business Centers:

1. [REDACTED] allowed area. For wall, canopy and projecting signs on individual businesses within an integrated business center, one and one-half square feet of total allowed sign area for each lineal foot of building frontage for the individual business, up to a total maximum of 150 square feet per business. [REDACTED]
[REDACTED] Individual businesses may not assign their unused allowed area to other

businesses in the integrated business center. Free standing signs are permitted only as set forth below and in Section 2.308.08.C.

2. On a Secondary Building Frontage, one wall sign shall be allowed, in addition to that listed above, at the rate of 0.75 sq ft per lineal foot of that portion of the building designated a Secondary Building Frontage, up to a maximum of 75 sq ft. (5/98)
3. Free-standing Sign. For each integrated business center, 1 free-standing sign per street frontage not to exceed 100 square feet in area. Free-standing signs shall not exceed one sign on each frontage and shall be oriented to face the traffic flow on the street upon which they front. (5/98)
4. Maximum sign height: (5/98)
 - a. Wall and canopy signs shall not project above the parapet or roof eaves. (5/98)
 - b. Free-standing signs: 20 feet. (5/98)
5. Location: (5/98)
 - a. Wall or projecting signs may be located on any face of the building, except as provided in 2.308.08.B.4. b. and may project up to 2 feet from the building. (5/98)
 - b. Wall signage located on a Secondary Building Frontage shall be limited to only one sign, limited in size as provided in 2.308.08.A.2. In no case may any signage derived on the primary building frontage be located on the secondary building frontage
 - c. Free-standing signs have no limitations except the signs shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks. (5/98)
- D. Mixed Use Developments. Signs for developments containing a mixture of commercial and residential uses shall be subject to the following restrictions: (5/98)

1. Non-commercial uses shall be subject to the provisions in Section 2.308.07. (5/98)
 2. Commercial-industrial uses shall be subject to the provisions for integrated business centers in Section 2.308.08.B. (5/98)
 3. Free-standing signs shall be subject to the provisions in Section 2.308.08.B.2. (5/98)
- E. Additional Signs. Within the limitations of this subsection, the signs below do not require a permit and are not included in calculating allowed area and number of signs. (5/98)
1. Secondary Entrance. When a business has two public entrances, each on a separate building wall, there is permitted one additional wall sign not to exceed 10 square feet in area for the wall where the entrance is not the primary entrance. (5/98)
 2. Directional Signs. Directional signs, such as "Exit" or "Entrance", are allowed either as wall or freestanding signs. Such signs shall be limited to 3 square feet in area and 2 per driveway. Free standing directional signs shall be limited to a height of 6 feet. (5/98)
 3. Menu Boards. Order signs describing products and/or order instructions to a customer, such as menu boards on the exterior of a drive-through restaurant are allowed as follows: one per business limited to 40 square feet in area and a maximum height of 8 feet. Any order sign greater than 10 square feet in area and/or 6 feet in height must be screened from adjacent streets by a sight obscuring fence, wall or hedge. (5/98)
- F. Signs for Temporary Businesses. Temporary businesses may display temporary or portable signs, other than trailer mounted reader boards or any sign that includes flashing or rotating lights or moving parts. The cumulative size of all such signs may not exceed 32 square feet. All temporary signs must be placed within 10 feet of the structure or vehicle used for the temporary business and may not be placed within any public right-of-way. (5/98)
- G. Special Commercial Signs

1. Home Occupation. Maximum area shall be 6 square feet and subject to the location provisions in Section 2.306.07.
(5/98)
2. Residential Sales Office. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07. (5/98)
3. Bed and Breakfast. Maximum area shall be 16 square feet and subject to the location provisions in Section 2.306.07.
(5/98)
4. Signs for stadiums in the IBP Zone. Notwithstanding any other regulations in this Chapter, in the IBP zone for stadiums with seating for not less than 4,000 persons, the following shall apply:
 - a) Total allowed area, 760 square feet.
 - b) Type, maximum number and size of signs. Within the total allowed area, one (1) free standing sign, and a total of no more than two (2) wall or canopy signs. Regardless of the total allowed area, the free standing sign shall be limited to a maximum of 680 square feet.
 - c) Maximum sign height:
 1. Wall and canopy signs – shall not project above the parapet or roof eaves.
 2. Free standing sign – maximum total height of fifty (50) feet.
 - d) Location:
 1. Wall signs – may project up to 1.5 feet from the building.
 2. Free standing sign – no limitation except shall not project over street right-of-way and shall comply with requirements for vision clearance areas and special street setbacks.

2.308.09 Conditional Uses

- A. Procedures. Applications for conditional use permits for illumination of non-commercial signs, flashing signs, rotating/revolving signs, or message signs shall be processed

according to the procedure set forth in Section 3.103 of this Ordinance. The criteria to be reviewed and applied in conditional use permit proceedings for flashing, rotating/revolving signs or message signs are set forth in this Section. The criteria to be reviewed and applied in conditional use permit proceedings for the illumination of residential signs are set forth in Section 2.308.10. The criteria of Section 3.103 shall not be applied. (5/98)

- B. Decision Criteria. The following criteria shall be used to review and decide conditional use permit applications for flashing, rotating/revolving, and message signs: (5/98)
1. The proposed sign is located in a CO, MU, CM or a CG zone. (5/98)
 2. The proposed sign, when conditioned, will not significantly increase or lead to street level sign clutter, or to signs adversely dominating the visual image of the area. (5/98)
 3. The proposed sign, as conditioned, will not adversely impact the surrounding area to a significant degree. (5/98)
 4. The proposed sign will not present a traffic or safety hazard. (5/98)
 5. If the application is for a flashing and/or message sign, no rotary beacon lights, zip lights, strobe lights, or similar devices shall be allowed. No chaser effect or other flashing effect consisting of external lights, lamps, bulbs or neon tubes are allowed. Only flashing effects by way of internal illumination are allowed. (5/98)
 6. If the application is for a rotating/revolving sign, such sign cannot flash or be illuminated by intermittent light. Rotating/revolving signs shall revolve at a speed no greater than 5 revolutions per minute. (5/98)
 7. The total allowed sign area for a business shall be reduced by 25% if the business has a flashing, rotating/revolving, or message sign. (5/98)
 8. The proposed sign will comply with all other regulations, including, but not limited to height and placement restrictions. (5/98)

2.308.10 Variances

- A. Procedure. Any allowance for signs not complying with the standards set forth in these regulations shall be by variance. Minor variances under Section 3.105.04 of this Ordinance shall not be allowed. Variances to this Section will be processed according to the procedures in Section 3.202.02 as a Type I-B procedure. The criteria in Section 3.105 shall not be used, but instead the following criteria shall be used to review and decide variance applications: (5/98)
1. There are unique circumstances of conditions of the lot, building or traffic pattern such that: (5/98)
 - a. The existing sign regulations create an undue hardship; (5/98)
 - b. The requested variance is consistent with the purpose of this chapter as stated in Section 2.308.01; and
 - c. The granting of the variance compensates for those circumstances in a manner equitable with other property owners and is thus not a special privilege to any other business. The variance requested shall be the minimum necessary to compensate for those conditions and achieve the purpose of this chapter. (5/98)
 2. The granting of the variance shall not: (5/98)
 - a. Decrease traffic safety nor detrimentally affect any other identified items of public welfare. (5/98)
 - b. Result in a special advertising advantage in relation to neighboring businesses or businesses of a similar nature. The desire to match standard sign sizes (for example, chain store signs) shall not be listed or considered as a reason for a variance. (5/98)
 - c. Be the result of a self-imposed condition or hardship. (5/98)

1.200.04 Definitions.

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

Wall Sign [Sign]: A sign attached to, erected against or painted on a wall of a building or structure, with the exposed face of the sign in a plane approximately parallel to the face of said wall and not projecting more than 12 inches. A sign painted on an awning in which the face of the sign is approximately parallel to the wall shall also be considered a wall sign. (5/98)



3.101 SUMMARY OF APPLICATION TYPES

There are four types of development permits and land use actions, each with its own procedures as found in Chapter 3.2. (5/98)

3.101.01 Type I Action - Summary

Type I actions are administrative reviews processed by the City staff according to the procedures found in Section 3.202.01, 02 & 03. The review standards are generally clear and objective and allow little or no discretion. This process is further divided into two parts: (5/98)

A. Type I-A: A ministerial action reviewed by staff based on clear and objective standards. Conditions may be placed on the decision and notice of the decision is sent only to the applicant. Appeal is to the Hearings Officer. The following actions are processed under the Type I-A procedure: (2/01)

1. Signs (excluding variances or conditional uses) (5/98)
2. Floodplain Development Permit (excluding variances or conditional uses) (5/98)
3. Temporary Use Permit (2/01)

B. Type I-B: A ministerial action reviewed by staff based on generally clear and objective standards with some discretion afforded to staff. Conditions may be placed on the decision and notice is sent to the applicant and property owners within the required notice area. Appeal is to the Hearings Officer. The Zoning Administrator may refer any application to the Hearings Officer or the City Council for public hearing and decision. The following actions are processed under the Type I-B procedure: (5/98)

1. Variance (Minor and Sign) (07/07/03)
2. Lot Line Adjustment (5/98)

3. Conditional Use (5/98)
4. Partitions (5/98)
5. Greenway Development Permit (2/01)

COUNCIL MEETING: _____
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: Zone Change / Subdivision amendment 2005-14

BACKGROUND:

In 1993 the City Council approved a zone change and the establishment of a subdivision on the subject property located at 2004 Brandon Avenue. The approval included a zone change which established the RL-LU (Limited Density Residential – Limited Use Overlay zone and allowed a maximum of 24 dwelling units for the Larsen Park Subdivision.

The applicants in this current application, Timothy and Julie Morgan, are requesting approval to amend the original decision to increase the maximum dwelling units from 24 to 25 to allow the construction of a duplex on the vacant lot (Lot 11).

On September 30, 2005, the Keizer Hearings Officer recommended that the Council approve the proposed amendment to the Zone change / Subdivision case No. 93-2 subject to the following conditions.

1. All of the original conditions of approval from Zone Change/Subdivision Case No. 93-2 shall apply with the exception of Condition No. 10, which is amended below and the removal of Condition 11 which limited the use of the property.
2. Condition 10 from Zone Change/Subdivision Case No. 93-2 is amended as follows: "A maximum overall of 25 dwelling units are permitted within the subdivision."
3. Development of the property shall comply with all of the requirements of the Keizer Development Code, the Public Works requirements and Marion County Building Department.
4. The applicant shall ensure a sidewalk is constructed along the street frontage with the construction of any dwelling on Lot 11.
5. Development of Lot 11 shall use the existing water and sanitary sewer services stubbed to the lot. Only one water service per parcel is permitted.

ISSUE:

The request will allow for the construction of a duplex on the vacant lot (Lot 11) within the Larsen Park Subdivision.

RECOMMENDATION:

Approve Zone Change application #2005-14 and adopt the facts and findings as contained in the Hearings Officer report dated September 30, 2005 and the staff report dated June 16, 2005 and direct staff to prepare an ordinance for adoption by the City Council.

BEFORE THE HEARINGS OFFICER

FOR THE CITY OF KEIZER

In the Matter of Amendment to	)	FINDINGS OF FACT
Zone Change/Subdivision No. 93-2	)	CONCLUSIONS OF LAW
Case No. 2005-14	)	AND RECOMMENDATION

I. STATEMENT OF THE MATTER

This application came for public hearing before the Hearings Officer for the City of Keizer at approximately 7:00 p.m. on June 23, 2005. A hearing was held pursuant to Keizer Development Code § 3.205 and in accordance with Or. Rev. Stat. § 197.763.

At the close of the hearing, the applicant requested that the record be held open to submit additional information. The Hearings Officer allowed new information to be submitted by close of business on August 1, 2005. The new information to be submitted would be the authorization of the other subdivision landowners to make the applicant their agent for the applicant pursuant to KDC § 3.201.04(4). Because no substantive evidence would be submitted, the Hearings Officer did not provide a time period for rebuttal. The Hearings Officer allowed two extensions of time to October 1, 2005. On September 27, 2005, the

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND RECOMMENDATION
OF THE HEARINGS OFFICER

applicants submitted the authorization to act as agent for all the other subdivision landowners.

The applicants, Timothy R. and Julie A. Morgan, propose to amend Zone Change/Subdivision No. 93-2 to increase the maximum dwelling units from 24 to 25 to allow construction of a duplex on the last remaining vacant lot (Lot 11) in the subdivision. In addition to the applicant's request, staff recommends that original condition 11 be removed. This condition placed a limitation on the use of the subject parcel. The subdivision is identified on the Marion County Tax Assessor map as Larsen Park Subdivision. The legal description for the lots in the subdivision are Township 7 South, Range 3 West, Section 01BC, Lots 7700 through 8800. The Morgans propose to develop Lot 8700.

II. SUMMARY OF EVIDENCE

Staff Recommendation

Cheryl Vafakos, Associate Planner recommended that the application complied with the Keizer Development Code; however, she noted that the City Attorney recommended that the application must have all of the landowners' authorize the applicant to act as their agent as well because the application is to amend the density of the entire subdivision. There are 12 residential lots.

Applicant's Presentation

Timothy Morgan represented himself and Julie Morgan. Mr. Morgan stated that because the amendment would not further restrict the subdivision, that it would not affect the other landowners. He noted that all of the other lots in the subdivision have duplexes and triplexes, and that he would like to construct a

duplex, which would be consistent with the existing development in the subdivision.

Oral Testimony Before the Hearings Officer

Ron Bersin spoke about the application. He stated that he has lived in the neighborhood for 15 or 16 years and that the subdivision was not part of the neighborhood at the time. He stated that the limit of 24 residences on 12 lots was a compromise and that traffic in the area is already bad. There have been several accidents and that one recent accident involved a person from the subdivision. He also stated that the subdivision attracts young families with children and that two more dwellings would mean more traffic and that the area would be less safe for children.

Lori Rone spoke about the application. She said that she shared the same concerns as Mr. Bersin and that that she has witnessed several near accidents and children running away from cars. She stated that there is too much traffic in the area already and that she is against Keizer growing as a whole.

Staff Response

Ms. Vafakos addressed Mr. Bersin and Ms. Rone. She recommended that they speak with City Staff and the city's Traffic Safety Committee.

Applicant Rebuttal

Mr. Morgan agreed that a stop sign could be placed on 19th to help control the three-way intersection. He stated that the difference between 24 and

25 residences is only 4% and that is not significant. His intent is to build a duplex to live in one-half and rent the other half.

Written Testimony Submitted to the Hearings Officer

A copy of Chapter 34, Limited Density Residential – RL Zone (the code effective at the time of the original application was provided to the Hearings Officer at the hearing. This was not marked as an exhibit.

Documents and Exhibits Considered by the Hearings Officer

Staff Recommendation, Amendment to Zone Change/Subdivision Case No. 2005-14 with exhibits 1–6 attached (June 16 2005).

Exhibit 1 – Vicinity Map;

Exhibit 2 – Comments from Bill Lawyer;

Exhibit 3 – Comments from Chief Adams, copy of notice to Area Property Owners, Comments from Northwest Natural, Comments from City of Salem Public Works, Comments from Keizer Fire District;

Exhibit 4 – Comments from Dan and M'Lissa Benson;

Exhibit 5 – Comments from Phil and Joyce Benson;

Exhibit 6 – Copy of Ordinance 93-256, copy of Ordinance 255, copy of Hearings Officer decision for Case No. ZC/SUB 93-2.

Subdivision/PUD/Manufactured Home Park Application (received May 12, 2005).

Zone Change Application (received date illegible)

Letter from Timothy R. and Julie A. Morgan to City of Keizer Community Development (May 12, 2005), with attachments.

Chapter 34, Limited Density Residential – RL Zone (from code effective in April 1993).

The following information was submitted to the Hearings Officer on September 27th, 2005 prior to the record closing:

Quitclaim deed for Tract A Larsen Park from Marvin Larsen to Timothy Morgan (September 9, 2005)

Agent Authorization from Robert Wade Gleason for Tax Lot 8800 (September 9, 2005)

Agent Authorization from Craig Wojcik for Tax Lot 8600 (July 27, 2005)

FINDINGS OF FACT,
CONCLUSIONS OF LAW
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OF THE HEARINGS OFFICER

Agent Authorization from Daniel Benson for Tax Lot 8500 (August 2, 2005)
Agent Authorization from Philip Benson for Tax Lot 8400 (July 26, 2005)
Agent Authorization from Carrie Mostul for Tax Lot 8300 (August 28, 2005)
Agent Authorization from [illegible] for Tax Lot 8200 (undated)
Agent Authorization from Regino Ruiz for Tax Lot 8100 (September 19, 2005)
Agent Authorization from Elmore and Jolene Mostul for Tax Lot 8000 (July 11, 2005)
Agent Authorization from Lionel and Joan Yetter for Tax Lot 7900 (July 8, 2005)
Agent Authorization from [illegible] for Tax Lot 7800 (July 21, 2005)
Agent Authorization from Kenneth L. Correla for Tax Lot 7700 (July 21, 2005)

III. DISCUSSION

Findings of Fact and Conclusions of Law

The Staff's recommended findings of fact and conclusions of law in the initial staff report and addendum to staff report are incorporated into this recommendation without modification.

Because the applicant was proposing a modification to the entire subdivision, all landowners within the subdivision would be affected. It is for this reason that the applicant needed to obtain the agent authorization forms from all landowners. KDC 3.201.04(4). The applicant asserts that all of the subdivision landowners submitted agent authorization forms.

Staff's comments to Mr. Bersin and Ms. Rone address their points. The Development Code does not address traffic accident issues.

IV. RECOMMENDATION

Based upon the documents and exhibits listed above, and the testimony and evidence presented before the Hearings Officer, and the findings of fact and

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND RECOMMENDATION
OF THE HEARINGS OFFICER

conclusions of law presented herein, the proposed amendment to Zone Change/Subdivision Case No. 93-2 is **RECOMMENDED FOR APPROVAL** subject to the following conditions of approval.

V. RECOMMENDED CONDITIONS OF APPROVAL

The Hearings Officer recommends the following conditions of approval, which are substantially similar to the conditions recommended by Staff.

Compliance with the Conditions of Approval should be the sole responsibility of the applicant and/or property owner.

1. All of the original conditions of approval from Zone Change/Subdivision Case No. 93-2 shall apply with the exception of Condition No. 10, which is amended below and the removal of Condition 11 which limited the use of the property.
2. Condition 10 from Zone Change/Subdivision Case No. 93-2 is amended as follows: "A maximum overall of 25 dwelling units are permitted within the subdivision."
3. Development of the property shall comply with all of the requirements of the Keizer Development Code, the Public Works requirements and Marion County Building Department.
4. The applicant shall ensure a sidewalk is constructed along the street frontage with the construction of any dwelling on Lot 11.
5. Development of Lot 11 shall use the existing water and sanitary sewer services stubbed to the lot. Only water service per parcel is permitted.

DATED this ____ day of September, 2005

Jeffrey B. Litwak
Hearings Officer

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND RECOMMENDATION
OF THE HEARINGS OFFICER



**KEIZER COMMUNITY DEVELOPMENT
DEPARTMENT
AMENDMENT TO ZONE CHANGE/SUBDIVISION
Case No. 2005-14**

STAFF RECOMMENDATION

TO: Jeff Litwak, Hearings Officer

FROM: Cheryl Vafakos, Associate Planner

THROUGH: Nate Brown, Community Development Director

SUBJECT: Amendment To Zone Change/Subdivision Case No. 2005-14

DATE: June 16, 2005

Planning staff reviewed the above referenced case and offers the following comments.

I. GENERAL INFORMATION

- A. **APPLICANT:** Timothy and Julie Morgan
- B. **PROPERTY LOCATION:** The properties are located in the 2000 block of Brandon Avenue NE; more specifically the application is for the property addressed as 2004 Brandon Avenue Northeast, Keizer, T7S; R3W; Sec. 01BC; Tax Lots # 7700 through 8600. The properties are also identified as Larsen Park Subdivision.
- C. **PARCEL SIZE:** The original site contained 3.05 acres.
- D. **PLAN DESIGNATION AND ZONING:** The subject properties are designated Medium and High Density Residential in the Keizer Comprehensive Plan and zoned RL-LU (Limited Density Residential-Limited Use Overlay).
- E. **EXISTING DEVELOPMENT AND PUBLIC FACILITIES:** The site is developed with a mixture of duplexes, tri-plexes, a single family home and a vacant lot.
- F. **ADJACENT ZONING AND LAND USES:** Properties to the south and west are zoned RS (Residential Single Family). The properties to the west are predominantly developed with single family dwellings and the property to the south contains a pump station owned by the City of Keizer. Property to the north is zoned RM and contains a manufactured home park. The City limits and Salem Parkway are located on the east side of this property.

G. BACKGROUND: In 1993 the City Council approved a zone change and the establishment of a subdivision on the subject property [Zone Change/Subdivision Case No. 93-2]. The approval included a zone change which established the RL-LU (Limited Density Residential – Limited Use Overlay zone. The conditions of approval for the zone change allowed a maximum of 24 dwelling units for the subdivision.

H The applicant is requesting approval to amend the original decision to increase the maximum dwelling units from 24 to 25 to allow the construction of a duplex on the vacant lot (Lot 11). (See Exhibit "1.") In addition to the applicant's request, staff is recommending removal of Condition No. 11 which places a limitation on the use of the property.

II. AGENCY COMMENTS

A. The City Public Works Department submitted comments which are incorporated in the conditions of approval found in Section V. Recommendations And Conditions on Page 6 of this report. (See Exhibit '2.')

B. After reviewing the proposal the City Police Department, Salem-Keizer Public Schools, Northwest Natural Gas, Salem Public Works Department and Keizer Fire District stated they had no comments. (See Exhibit '3.')

III. PROCESS

A. The prior decision involved two separate land use applications: (1) a Zone Change from UT (Urban Transition) to RL-LU (Limited Density Residential – Limited Use Overlay); (2) the establishment of a Subdivision of the property to include 12 lots with a limit of 24 dwelling units.

B. Section 3.202.04(H)(2) of the Keizer Development Code requires a new public hearing if there are changes to conditions of approval of a Zone Change or Subdivision. The proposed request would amend the Limited Use Overlay from a maximum of 24 dwelling units to a maximum of 25 dwelling units for the subdivision. This is a change to the conditions and a new hearing is therefore required.

C. Staff notes all requirements for the subdivision, including platting and recording of the subdivision were completed. The zone change was granted and remains with the property; the current amendment request does not include a zone change. Findings contained in the original report regarding the zone change and subdivision are included by reference. (See Exhibit '4.')

For these reasons, staff concludes additional findings related to portions of the zone change and subdivision of the original request are not required nor subject to review. The staff report will therefore concentrate on the modification to the Zone Change Condition No. 10 which limits the number of dwelling units to 24 and Condition No. 11 which limits the use of the properties which can be found on page 14 of Exhibit 6 of this staff report.

IV. FINDINGS: ZONE CHANGE AMENDMENT

A. The proposed amendment to the original request will alter the limitation of the Zone Change by increasing the maximum dwelling units from 24 dwelling units to a maximum of 25 dwelling units. This will allow of the last vacant lot to be developed with a duplex. The remaining lots are developed with a single family dwelling, 8 duplex structures and 2 tri-plex structures.

In addition to the applicant's request, staff is recommending removal of Condition No. 11 of the original decision which places a limitation on the use of the properties within the subdivision. Staff recommends removal of this limitation allowing the properties within the subdivision to the same uses afforded other subdivisions within the City of Keizer.

B. Section 3.110 of the Keizer Development Code establishes the decision criteria for a zone change. This Section requires consistency with the Comprehensive Plan and implementing ordinances.

C. The density for the entire development is 7.89 units per acre which is inconsistent with the expectations for the Plan designation. The Development Code requires development to occur at a minimum of 8 units an acre with a maximum of 14 units per acre.

1. The zone change review criteria are found in Section 3.110 of the Keizer Development Code. Staff's response to the criteria is noted below:

(a) The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.

This was addressed in the previous decision establishing the zone change. Therefore staff will not be addressing this criterion.

(b) The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.

The property has many impediments that limited the development of the property. The south side has a steep slope and there are three large utility easements, a 30-foot storm easement and a 10-foot sanitary sewer easement running diagonally across the property from the southwest to the northeast with a 10-foot utility easement along the southwest corner of the property. In addition, as a result of the subdivision approval a storm water detention easement is located on the southeast corner of Lot 1. Based on the parcel's topography, there appears to be many physical limitations, which limited the development of the property. The applicant's request to develop the last vacant lot with a duplex does not appear to exceed the physical capacity of the site. The lot is approximately 7,720 sq ft in

area which exceeds the minimum lot size for duplexes of 7,000 sq ft. The property adjacent to this lot appears to have a similar amount of slope and has been developed with a duplex. Therefore, it does not appear unreasonable that this lot can also be developed in a similar manner.

Staff finds the proposed zone change may satisfy this criterion.

(c) Allowed uses in the proposed zone can be established in compliance with the development requirements in this Ordinance.

The Keizer Development Code (Code) outlines specific requirements for property development. These standards govern parking, buffering, vision clearance areas, special setbacks, and other applicable development requirements. The Code allows buildings with two or more dwellings within the RL zone as an outright permitted use. It appears that the condition to limit the number of dwelling units to 24 was based upon the development constraints of the land. However, through the receipt of appropriate permits the developer was able to remove existing wetlands and place fill on the property resulting in more developable land than previously considered in the original zone change/subdivision application. The original staff report concluded there would be approximately 1.9 of the original 3.05 acres of land available for development due to the constraints of the land. While staff has not calculated the amount of land developed the total of all of the lot sizes equals 2.4 acres (staff used 6,500 sq ft of the original 13,406 sq ft of Lot 1 due to the storm drain and storm water detention easement on the property). The request to change Condition No. 10 to allow a maximum of 25 dwelling units would result in a density of 10.41 dwelling units per acre which would bring the development into conformance with the density limitations of the RL zone of 8 minimum and 14 maximum dwelling units per acre. This request also meets with the density limitation when you calculate for density using the original lot size of 3.05 acres; resulting in 8.2 dwelling units per acre. The original approval resulted in a density of 7.9 dwelling units per acres. Therefore staff finds this request will meet with this criterion.

Staff feels that increasing the limitations beyond 25 units would result in the land being developed beyond its capacity due to lot size requirements. The vacant lot is 7,720 square feet which does not meet the minimum lot size requirement of 10,000 sq ft for multi-family dwelling development. With the limitation of a maximum of 25 dwelling units within the subdivision, placed as a condition of approval, staff finds this request can meet with this criterion.

In reviewing this request, staff found a condition of approval that limits the use of the property excluding such items as religious organizations or signs. Staff recommends that this limitation of use be removed from the conditions of approval of the zone change therein allowing for full use of the properties within the subdivision as afforded other subdivision within the City.

(d) Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.

The subdivision (Larsen Park) is built to City standards with a street, sidewalks, storm drainage, sanitary sewer, water, street sign and lighting. Each lot within the subdivision can be served by both public water and sewer. Stubs to City water and public sewer for this lot exist within the subdivision. As a condition of approval the Public Works Department requires the connection to those existing public services. Therefore, with this as a condition of approval staff finds this request satisfies this criterion.

(e) For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met.

The property is currently zoned for residential use and this request will bring the subdivision into compliance with the purpose statement by increasing the subdivision to the minimum density standards of RL zoned properties. Therefore, staff finds this criterion is not applicable to this application.

(f) The following additional criteria shall be addressed:

(1) The supply of vacant land in the proposed zone is inadequate to accommodate the projected rate of development of uses allowed in the zone during the next five years, or the location of the appropriately zoned land is not locationally or physically suited to the particular uses proposed for the subject property, or lack site specific amenities required by the proposed site.

(2) The supply of vacant land in the existing zone is adequate, assuming the zone change is granted, to accommodate the projected rate of development of uses allowed in the zone during the next 5 years.

(3) The proposed zone, if it allows uses more intensive than other zones appropriate for the land use designation, will not allow uses that would destabilize the land use pattern of the area or significantly adversely affect adjacent properties.

The above criteria are not applicable to this request and therefore will not be addressed by staff in this application.

V. RECOMMENDATIONS AND CONDITIONS

A. The available evidence indicates the proposed amendment to the Zone Change/Subdivision complies with the decision criteria. Staff recommends approval of the amended Zone Change/Subdivision subject to the following conditions:

1. All the original conditions of approval from Zone Change/Subdivision Case No. 93-2 shall apply with the exception of Condition No. 10 which is amended below and the removal of Condition No. 11 which limited the use of the property to those found in Section 24.01((a)-(e)),((g)(1-4,11,14)) and (h).
2. A maximum overall of 25 dwelling units are permitted within the subdivision.
3. Development of the property shall comply with all of requirements of the Keizer Development Code, the Public Works requirements and Marion County Building Department.
4. The applicant shall ensure a sidewalk is constructed along the street frontage of the property with the construction of any dwellings on Lot 11.
5. There are currently water and sanitary sewer services stubbed to the lot which shall be used for the proposed development of Lot 11. Only one water service per parcel is allowed.

Exhibit '1'

ZC/Sub Amend 2005-14
2004 Brandon Av NE

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR AND CITY COUNCIL

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

**SUBJECT: CONTRACT WITH PUBLIC AFFAIRS RESEARCH
CONSULTANTS (PARC) FOR FEASIBILITY/MANAGEMENT
STUDY ON SPORTS/EXPO CENTER CONCEPT.**

BACKGROUND

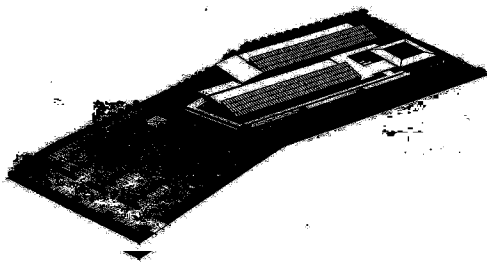
At the behest of the Keizer Rotary Club, I contacted Susan Schomus with Public Affairs Research Consultants (PARC) to discuss a feasibility study for the Sports/Expo center concept. Last week, Ms. Schomus brought me their proposal for the financial feasibility study, which includes two pieces. The first piece is a classic feasibility study and the second piece is more of a management and operations study that will demonstrate the pros and cons of maintaining public management versus contracting out the management of the facility versus developing a long term management agreement with a private sector firm where by we would eliminate the risk associated with owning/operating such a facility but would also be forgoing any potential gains. The total not to exceed cost of the feasibility/Management study is \$13,850.

I presented this proposal to the Rotary Board of Directors on October 26th, 2005 and they have agreed to fund half of the cost (the feasibility study portion) if the City agrees to fund the management study portion. The total commitment by the City would be \$6,925 which would be taken from the General Fund Contractual Services line item. Funding is available for this expense without jeopardizing any other scheduled projects.

RECOMMENDATION

I recommend that the City Council authorize me to enter into an agreement with Public Affairs Research Consultants (PARC) to conduct a financial feasibility study and management study for the Sports/Expo Center concept for the total not to exceed price of \$13,850, and the City's obligation not to exceed \$6,925.

Keizer Community and Recreation Expo Center



October 2005

KEIZER COMMUNITY AND RECREATION EXPO CENTER FISCAL FEASIBILITY ANALYSIS

Prepared exclusively for
THE CITY OF KEIZER
October 24, 2005

APPLICANT ORGANIZATIONAL OVERVIEW

	Public Affairs Research Consultants (PARC) 1-800-758-6812 www.oregonparc.com rich@oregonparc.com
Western Regional Office	P.O. Box 249 414 S. Main Street Independence, Oregon 97351 503-838-1767
Eastern Regional Office	P.O. Box 549 101 E. Main Street Weston, Oregon 97886 541-566-9384
Central Satellite Office	1012 N.W. Wall Street, Suite 254 Bend, Oregon 97701 541-330-0485

RESOURCES:

Clerical, Accounting, and Support Staff;
Conference and Meeting Facilities in Weston, Bend and
Independence; Presentation Kits – PowerPoint Projector,
Easels, Chart Packs, Overhead Projectors, Color
Printers, Scanners, and Industrial Grade Copiers;
Liability Insurance, Worker's Compensation, etc.

LEGAL STATUS:

Oregon Limited Liability Company (LLC)

SERVICE AREA:

Pacific Northwest

AUTHORIZED CONTACT:

Susan Schomus
Senior Account Executive
1-800-758-6812

Date

Keizer Community and Recreation Expo Center
Fiscal Feasibility Analysis
Conceptual Outline

- I. Overview of Project
- II. Inventory of Proposed Activities
 - A. Primary Activities
 - B. Secondary Activities
 - C. Tertiary Activities
- III. Market Universe Profile for Proposed Activities
 - A. Primary Market Universe
 - 1. Demographic Profile
 - 2. Twenty Year Trending
 - 3. Forecast of Market Universe
 - B. Secondary Market Universe
 - 1. Demographic Profile
 - 2. Twenty Year Trending
 - 3. Forecast Market Universe
 - C. Tertiary Market Universe
 - 1. Demographic Profile
 - 2. Twenty Year Trending
 - 3. Forecast Market Universe
- IV. Profile of Alternative Service Providers
 - A. Activities Served
 - B. Geographic Market Served
 - C. Associated Revenue Considerations
 - D. Projected Impact on Keizer Sports Center
- V. Market Capture Assumptions
 - A. Primary Activities
 - 1. Estimated Capture Rates Years 1, 2, 3, 4, and 5
 - 2. Forecasted Capture Rates Years 10, 15, and 20
 - B. Secondary Activities
 - 1. Estimated Capture Rates Years 1, 2, 3, 4, and 5
 - 2. Forecasted Capture Rates Years 10, 15, and 20
 - C. Tertiary Activities
 - 1. Estimated Capture Rates Years 1, 2, 3, 4, and 5
 - 2. Forecasted Capture Rates Years 10, 15, and 20
- VI. Innovative Partnerships
 - A. Impact on Operations
 - B. Impact on Budgets
 - C. Impact on Market Capture Rate

VII. Preferred Operating Model

- A. Management
- B. Staffing
- C. Programs
- D. Operations

VIII. Revenue Streams

- A. User Fees
- B. Rentals
- C. Concessions
- D. Fund-Raising
- E. Endowment
- F. Other Sources
 - 1. Urban Renewal
 - 2. Special Tax District
 - 3. Municipal Funds
 - 4. Sponsorships

IX. Operating Budget Analysis

- A. Near Term Budgets Years 1, 2, 3, 4, and 5
- B. Long Term Budgets Years 10, 15, and 20

X. Conclusions and Recommendations

XI. Bibliography

Statement of Readiness to Proceed

PARC will assist the City of Keizer and the Keizer Rotary on this project on a fee-for-service basis. Based on the conceptual outline presented, PARC will complete all work and provide all deliverables for a not-to-exceed price of \$13,850.

The City of Keizer, the Keizer Rotary, and the PARC Project Manager prior to commencing said work will finalize the specific scope of work. PARC will provide a monthly-itemized billing by the fifth of each month. The agreed-upon billable rate for all consultant services is **\$99 an hour gross billing, which will be discounted to a net \$89 per hour.** The difference between the gross billing and the net billable rate shall be shown on each invoice as an in-kind contribution. PARC shall not directly charge for costs other than professional consulting. Rather, PARC will assess a 9% indirect charge on the gross billing to cover incidental expenses such as copying, local travel, standard postage, consumable goods, phone calls, etc.

PARC continues to bid on projects throughout the Northwest, but upon being awarded a contract, we assign a specific team to the project, which provides for continuity and reliability of service. We believe that only the quality of our work will provide for meeting our mission statement *“to remain a successful business through service and satisfied customers.”* PARC, by submitting this proposal, certifies that we have the resources and capacity to meet all the objectives of this project.

By affixing my signature below, I attest that I have the authority to commit PARC to complete the proposed project described herein, for the budget proposed above. This proposal is good for thirty (30) days from the date of my signature.

Susan Schomus
Senior Account Executive

Date

ATTACHMENTS

PARC offers for your consideration a partial listing of past clients for the last five years to this proposal. For your review, we have attached resumes for all key professional consultants assigned to your project. We have an extensive library of past applications, studies, reports, and plans for your review should you wish to evaluate the quality of our work. We are sure that by contacting our past clients, you will find that we deliver high-quality professional products on time and within budget. With PARC there are no surprises; we value our reputation and work hard to make sure that we accomplish the goals of our customers. It would be an honor to be selected to serve the City of Dundee. We appreciate your kind consideration of our organization to serve your needs and would be pleased to respond to an invitation to make a full presentation to the stakeholders of this project.

Partial List of Recent Projects

Résumés of Key Team Members

Susan Schomus
Dr. Robert Irvine, Managing Consultant
Rich Foster, Chief Executive Officer
Stan Foster, President

Additional References

PARTIAL LISTING OF RECENT PARC PROJECTS

Business Plans and Feasibility Studies

2005 City of Tillamook, Oregon

Conducted feasibility study for developing a new Women's Crisis Shelter within the City. Analyzed a number of properties and buildings to identify a preferred option.

2005 City of Jacksonville, Oregon

Conducted economic analysis for expanding and optimizing the Cottage Industrial Zone to help diversify the communities economic base.

2005 City of Independence, Oregon

Conducted feasibility study for developing a business incubator utilizing the community's fiber optic capabilities as an anchor service.

2005 Southwest Polk Rural Fire Department

Facilitated community meetings to determine the needs of the service population. Based on this information developed a facility expansion plan and the financial feasibility analysis of such a plan.

2005 Santiam Heritage Foundation

Developed a business plan and financial feasibility analysis for restoring a historic home and operating a community use facility from this location.

2004 City of Helix, Oregon

Developed a financial and architectural feasibility study for renovation and remodel of an old school building into a community center, library, museum, and city hall.

2004 City of Dayton, Oregon

Conducted a community planning process that resulted in the development of a community-wide park and recreation master plan, and a preservation plan of historic Courthouse Square park.

2004 Head Start of Yamhill County

Developed a financial feasibility analysis based on the USDA guidelines. Assisted the organization in capitalizing third new campus in less than six years.

2004 Centro Mexicano, Inc.

Developed business plan for expansion of services to school districts and governments throughout Oregon. Developed grant applications for implementing the business plan.

2004 Shoshone-Bannock Tribes Land Use Department

Conducted a feasibility analysis and developed a business plan for the development of a new tribal justice center. Wrote successful grants for implementing the plan.

2003 Cascade Scenic Railway

Assisted the organization by developing an outreach and marketing plan for providing a tourism-related commuter rail service to four city's in the mid-Willamette Valley.

2003 Burns Paiute Tribal Housing Department

Developed an available housing study, with recommendations on providing affordable housing to residents of the reservation.

2003-04 Agape House

Developed a capitalization strategy, feasibility analysis, and community outreach plan for acquiring and operating a new shelter. Successfully raised funds for the acquisition through grant writing efforts.

2003 City of Willamina, Oregon

Assisted the city in planning and implementing a number of initiatives dealing with the City Parks Master Plan. Successfully funded programs and development through grant applications.

2003 Burns Paiute Office of the General Manager

Developed a business incubator plan for expanding the economic base of the Tribe.

2003 Klamath Tribes Cultural Resource Department

Prepared marketing, capitalization, and feasibility studies focusing on the development of a new Cultural Resources Center for the Tribe.

2001 Illinois Valley Safe House Alliance

Developed a business plan, feasibility study and capitalization strategy for a local shelter to proceed with purchasing land and building a new shelter.

2001 Lincoln City, Oregon

Developed Feasibility Analysis and Funding Plan for the development of a multi-use Performing Arts Center in Lincoln City.

2001 Enterprise Home Improvement Group

Prepared a Market Analysis and Feasibility Study for converting a landmark building into a multi-use facility, including an innovative downtown housing component. Developed a Strategic Funding Plan.

2001 City of Winston, Oregon

Prepared community-wide Parks Master Plan including overlay maps. Capitalized the top priority through successful Oregon Parks grant application.

2001 Spokane Tribe of Indians Cultural Resources Department

Prepared a business plan for launching a cultural compliance and archaeology business to be operated by Tribal Government as an economic development initiate.

2001 Winston Area Community Partnership

Facilitated and developed an organizational Strategic Plan, Feasibility Study and Preliminary Architectural Report for a new Community Center.

2001 Douglas County Parks

Prepared Feasibility Analysis and Master Plan for turning a historic lighthouse into a tourism venue to enhance the economic opportunity of region, as part of a multi-disciplinary team.

2000-01 Grant County Court

Developed a Business Plan and Feasibility Study for a multi-use community facility that included distance learning, telecommuting and public health components. Successfully completed funding plan.

2000 The Klamath Tribes – Tribal Council

Facilitated process and prepared Integrated Resource Management Plan, Land-Use Plan and Ordinances, Natural Resource Plan for Klamath Tribes Land Restoration and ESSP process.

2000 City of LaGrande, Oregon

Conducted market research and feasibility analysis for constructing a new City Library and a new Fire Station in the City of LaGrande. Developed a funding plan for the City to undertake both projects.

2000 Confederated Tribes of the Umatilla Indian Reservation, Housing Department

Conducted market research and feasibility analysis of a proposed transitional housing project for the reservation lands of the CTUIR, and prepared Feasibility Study for Assisted Living Facility.

2000 Tribal Solid Waste Advisory Network (TSWAN)

Developed capacity building funding plan for organization. Prepared and packaged grant applications for enhancing the organization's operating capacity.

1999-01 Tillamook County Pioneer Museum

Prepared a capitalization strategy, wrote and packaged grant applications concerning the construction of a new \$6.5 million museum. Developed Preliminary Architectural Report, Capital Campaign, Master Plan, Feasibility Study, and Preliminary Engineering Report.

1999-03 Rockwest Training Company

Developed a feasibility analysis and subsequent grant applications for a non-profit organization to purchase their existing building. Assisted with the planning and provided the grant writing services to capitalize the major renovation of the building once it was purchased.

1999 Blue Mountain Community College

Developed a feasibility analysis and recommendations regarding the creation of an on-campus day care center. Provided innovative alternatives to be considered.

1999 City of Stanfield, Oregon

Prepared a capitalization strategy, Feasibility Analysis and Preliminary Architectural Report. Prepared and packaged USDA-RD loan application for the construction of a new City Hall.

1999 Yellowhawk Clinic

Facilitated meetings, conducted original research and developed a feasibility study on the economic viability of expanding ambulance and EMT geographic coverage area.

1999 Spokane Tribe Solid Waste Department

Assisted in developing a strategy for securing funding to assist in the closure of open dumps on the Spokane Reservation. Assisted in securing funding for the dump closure and creation of a Solid Waste Transfer Station.

1999 Pendleton School District

Created a Capitalization Plan and developed grant applications for developing health services for the school district.

1998-01 Burns Paiute Tribe General Managers' Office

Developed plans including feasibility analysis for converting an existing building into a Tribal Administration Center. Prepared and packaged low-interest loans and grants to capitalize the project.

1998 CTUIR Economic Development Department

Completed research and analysis on the feasibility of building a full-service grocery store on the Umatilla Indian Reservation. Provided capital budgets, operating budgets, elevation drawings and footprints for the new building.

1998 Pioneer Humane Society

Took a volunteer organization through the process of creating a Strategic Plan concerning the building of a new animal shelter. Completed the Feasibility Study and initiated the capitalization of the project.

1998 Nez Perce Tribe Environmental Restoration & Waste Management Dept.

Analyzed the available market potential and developed appropriate management structures for the introduction of a solid waste transfer station on the tribal lands.

1997 Morrow County

Facilitated community planning process and developed a Comprehensive 20-year Master Plan for Morrow County Parks, including ADA modifications and new park developments.

1997 Wallowa Band Nez Perce Interpretative Center, Inc.

Completed a Business Plan and Feasibility Study for the establishment of a RV park, Pow-Wow grounds and interpretative center in Wallowa, Oregon.

1997 Enterprise Assisted Living Facility

Completed the research and analysis concerning the economic feasibility of building a new Assisted Living Facility (ALF) in Enterprise, Oregon.

1997 T & D Enterprises

Completed demographic profiling and baseline data development for a Comprehensive Marketing plan for the creation of a new manufacturing company.

1996 City of Echo, Oregon

Designed a retail business incubator plan for a City-owned historic building. Included a Feasibility Study, Marketing Plan, design criteria and an implementation strategy.

1995 Grant County, Oregon

Designed and drafted a county-wide consolidation of health care services which included the hospital, nursing home, county programs and private care-givers.

Grant Writing, Fund Raising, Capital Campaign Counsel

2005 Shoshone - Bannock Tribes

Assisted Tribal members in developing a Bannock language preservation project that focuses on "elder speaking circles." Prepared a federal grant to fund the project.

2005 Oregon PALEO Lands Institute

Assisted, through grant writing the expansion of the existing project and the development of new capabilities through capacity building grants.

2005 City of Falls City, Oregon

Assisted the community with the capitalization of their new community center through community fund raising efforts and grants.

2004 Head Start of Lane County

Assisted organization in Board Training, fund-raising, and capitalizing new facilities in Florence and in Springfield.

2004 Confederated Tribes of the Coos, Lower Umpqua, and Siuslaw Indians-Tribal Court

Assisted in the development of a plan for initiating a "peace giving" court. Successfully funded the project through submission of an ANA-SEDS grant.

2003-04 St. Paul Community Hall Association

Assisted community organization in their efforts to assess, capitalize, and initiate the historic preservation of a community meeting hall. Successfully, capitalized improvements through grant writing efforts.

2003-04 Southern Oregon Head Start

Conducted organizational audit and developed capitalization strategy for the development of a new Head Start facility on the Rogue Community College campus. Wrote successful grants for capitalizing the project.

2003-04 Harney County Library

Assisted organization in developing a phased approach to facilities expansion based on needs assessment. Developed grant applications for capitalizing improvements to the existing facility.

2003 Shoshone-Bannock Tribes

Prepared grant applications for a number of tribal departments, including Solid Waste Management, Fish and Wildlife and Tribal Fire and Emergency Services.

2003-04 Pentacle Theater

Served as Capital Counsel for \$1 million remodel project. Developed case for support, organized the Capital Campaign Committee, developed fundraising database and prepared grant applications.

2002 Community Outreach, Inc.

Assisted in developing new programs for homeless residents. Developed funding approach and successfully developed grant applications.

2002 Josephine County Department of Health and Community Services

Developed grant applications for funding County respite care program. Developed funding strategy for County Food Bank.

2002 Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians

Prepared low-interest loan application for major economic development project. Successfully funded literacy program through grants to private foundations.

2002 Harney County Hospital

Funded the purchase of new EMT vehicles and equipment. Developed a financial sustainability strategy for replacing outdated equipment.

2002 Salish Kootenai College (Spokane Tribal Campus)

Prepared a number of federal and private grant applications for expanding the programs and capacity of this campus. Developed a funding strategy for use by campus development officers.

2002-03 Head Start of Yamhill County

Prepared grant applications for the construction of a new Head Start building and the expansion of services offered countywide by the agency.

2001-04 Harney County ESD

Assisted in the planning and process implementation for the construction of an Early Childhood Education Center in Harney County. Successfully capitalized project through a combination of grants and low interest loans.

2001 Burns Paiute Tribe Planning Department

Assisted in securing funds for numerous undertakings, including the operation of a Tribal Court, the development of a youth recreation program, a number of cultural documentation activities and economic development projects.

2001 Spokane Tribe of Indians Emergency Services Department

Assisted in developing a plan to construct a new Emergency Services Center including Fire Station. Prepared low-interest loan package and CDBG grants to capitalize the project.

2001 Umatilla County Public Health Services

Prepared and packaged federal grant applications for capitalizing the construction of a new public health facility.

2001 Spokane Tribe of Indians Planning Department

Prepared grant applications for numerous projects, including Cultural Documentation, Tribal Courts and a Reservation Plan.

2001 The Klamath Tribes Planning Department

Developed plans and funding proposals for a number of projects, including Environmental Enhancement, Economic Development and open spaces projects.

2001 Confederated Tribes of the Colville Reservation Planning Department

Developed an integrated funding strategy to focus efforts on more than 35 separate initiatives. Provided the strategy in the form of a multi-tab matrix.

2000-04 Pendleton Round-Up and Happy Canyon Hall of Fame

Provided training to volunteers on conducting a capital campaign. Conducted a Feasibility Study and Market Analysis for developing a new hall of fame. Capitalized the project through grant writing.

2000-01 Cow Creek Historical Society

Assisted in preparing a Capitalization Plan for the restoration of a historic property. The plan included a grant writing strategy and a capital campaign process.

2000 City of Lowell, Oregon

Developed successful funding strategy for capitalizing a City park and interpretive trails.

2000 Enterprise Home Improvement Group

Developed strategy and successful grant application for expanding organization's infrastructure and operating capacity.

1999-01 Sheridan Public Library Project

Prepared a capitalization strategy, wrote and packaged grant applications to private foundations, prepared and packaged USDA-RD Loan application for \$1.65 million for Public Library Construction.

1999-00 Dalles Civic Auditorium Historic Preservation Committee

Worked with the Committee to identify staffing needs, long-term and short-term objectives and a management structure. Prepared a successful application to the University of Oregon's RARE program.

1999 Yaquina Bay Foundry

Prepared successful grant application and feasibility study outline for determining economic feasibility of developing a commercial foundry on the Oregon Coast.

1998-01 City of Donald, Oregon

Developed a Capitalization Plan for developing a City park. Prepared and packaged grant applications for capitalizing the project.

1998-03 City of Rockaway Beach, Oregon

Facilitated public meetings on the design, use and location of a new City Hall and Community Center. Performed feasibility analysis, developed business plan and prepared a preliminary architectural report. Successfully capitalized the project through a mixture of low interest loans and grants.

1997-98- Arts Council of Pendleton

Provided the strategy and leadership for a volunteer organization for the remodeling of an historic building into a new regional arts center. Raised over \$1 million in the first 12 months of the campaign.

1997 Children's Museum of Eastern Oregon

Designed and developed a significant capital acquisition proposal to fund the CMEO operation and purchase their rented building.

1996-00 Confederated Tribes of the Umatilla Indian Reservation Solid Waste Department

Secured approximately \$700,000 in grant funds to capitalize tribal recycling program and build a solid waste transfer facility. Successfully developed grants that funded program for two consecutive years.

Community/Organizational Development and Facilitation

2005 Tillamook Women's Crisis Center

Assisted the organization in developing strategies for improved delivery of services, opportunities for collaboration, and depth of volunteer base.

2004 Pilot Rock Parks and Recreation Department

Assisted agency in developing a community outreach and capitalization plan for the development of a new community meeting facility. Provided training of volunteers in fund-raising activities.

2004 City of Monmouth, Oregon

Assisted the community in developing a strategy for a downtown redevelopment based on private/public partnerships. Developed and managed the community information and outreach process.

2004 Baker County Literacy Coalition

Conducted board training sessions for non-profit organization. Assisted the organization in developing a fund-raising and community outreach program to ensure sustainability of the program.

2004 Estacada Community Foundation

Facilitated a strategic planning process for a community support foundation. Developed a fund-raising plan, and provided board training for the implementation of the plan.

2004 Today's Choices Tomorrows Community

Facilitated a strategic planning and goal setting process with the organization. Assisted in developing written goals, action plans, timelines, outcomes, and responsible parties.

2003-04 City of Rufus, Oregon

Assisted the community by facilitating community meetings to discuss how the old school could be used as a community center. Completed a financial feasibility study and a capitalization plan for this project.

2003 Santiam Heritage Foundation

Provided an organizational audit to identify the strengths, weaknesses, opportunities, and threats associated with the organization capitalizing the major renovation of a historic property in Stayton.

2003 Rogue River Community Center

Assisted committee on developing a facility expansion plan, capitalization plan, and a financial feasibility analysis. Facilitated a community forum to build strategic partnerships and support.

2003 Catholic Community Services

Developed an outreach and development strategy for creating a business incubator as part of a community redevelopment effort.

2003 Salem Leadership Foundation

Provided organizational development assistance in conceptualizing and implementing the “Churches as Neighborhood Centers” program. Provided initial funding through a faith-based government grant.

2003 Sable House

Facilitated strategic planning process and assisted this domestic violence shelter in developing new economic development ventures to create self-sufficiency and develop pathways for economic independence of their clients.

2003 Domestic Violence Services

Facilitated board-training sessions. Developed a sustainable funding plan. Developed a custom database for tracking fundraising activities.

2003 Warm Springs Community Development Corp.

Facilitated Visioning and Strategic Planning sessions. Assisted the organization in identifying processes, outcomes and resources for fulfilling their mission.

2003- Monmouth-Independence YMCA

Worked with capital campaign committee to identify issues and planning steps that must be addressed in preparing to launch a \$5.5 million capital campaign.

2003 Huitzlin Cultural Group

Assisted in organizational development activities to transition a pre-Columbian dance group from School District sponsorship to that of a stand-alone organization managed by parents and teachers.

2003-04 Klamath Family Head Start & Oregon Child Development Coalition

Assisted in planning, site selection, management development and capitalization of a shared Head Start campus. Developed successful grant applications for funding project.

2003-04 Klamath Crisis Center

Facilitated strategic planning and board training sessions. Developed grant applications for new program and service expansion activities.

2003 The City of Independence, Oregon

Facilitated annual Goal Setting Session for City Council. Identified potential projects, consolidated and prioritized goal statements, formulated written plan.

2003 Project Adelante/Libros y Familias

Facilitated a number of meetings with various stakeholders to develop a new strategic plan for full family literacy program, currently sponsored by School District.

2002 The Medical Foundation of Marion and Polk Counties

Completed program audit to identify capacity constraints and opportunities for increased efficiencies. Prepared grant applications for capitalizing equipment and systems development.

2002 Harney County Community Foundation

Assisted new organization in formulating Articles of Incorporation, Bylaws and preparing their application for recognition under Section 501(c)(3) of the IRS Tax Code.

2002 Burns Hines School District

Facilitated strategic planning processes at a number of organizational levels. Developed strategic plan, defining priorities where consensus had been reached.

2002 Oregon Association of Community Development Organizations

Presented a grant writing seminar and workshop at annual meeting.

2001 September in Sisters Committee

Facilitated strategic planning meeting attended by representatives of over 8 local organizations. Developed a comprehensive plan for uniting the efforts of these groups to form a month-long celebration.

2001 Mid-Valley Arts Council

Directed Steering Committee, facilitated community stakeholder interviews and a community-wide attitudinal survey to provide benchmark data regarding arts, culture, & heritage projects in the Salem area.

2001 Rockwest Training Company

Facilitated a Strategic Planning process that included sessions with board members, management and staff. Developed Strategic Plan with action steps and measurable objectives.

2001 Mid-Valley Arts Council

Facilitated a Board Training and Strategic Planning process that resulted in focusing the activities of a regional arts organization.

2001 Harney County Court

Assisted in the planning and capitalization of a county health building in rural Harney County, and rural weather equipment through the development of successful grant applications.

2000 Central School District 13J

Facilitated and assisted in the development of a plan for enhancing the after-school learning opportunities in Monmouth and Independence. Prepared a successful 21st Century Learning Center grant application to fund the project for first three years.

2000 Independence Downtown Association

Assisted in the restructuring of a business-oriented non-profit organization to that of a quality of life tax-exempt organization. Assisted in the development of the Strategic Plan.

1999-01 Wallowa Fire District

Facilitated a number of public meetings leading to the creation of a plan for developing a multi-purpose facility in the City of Wallowa to house the fire department, emergency services and other public service functions.

1999-03 Oregon Coast Council for the Arts

Assisted in developing a plan to increase the organizational capacity of this regional arts council. Wrote grants for funding capacity building activities, enhancing tourism marketing, and Performing Arts Center expansion.

1999 The Dalles Riverfront Trail

Assisted in developing a plan for increasing the organizational capacity of a grass roots organization in The Dalles, Oregon. Subsequently funded capacity building activity through grant writing activities.

1998-99 Eastern Oregon Regional Arts Council

Facilitated strategic planning meeting with Board of Directors. Created a model for developing the organization internally and the awareness of the scope of services externally. Prepared grants to fund this process.

1998 Umatilla Morrow ESD

Consolidated notes from a workshop and interviews of personnel into a Comprehensive Strategic Plan. Based on the strategic plan, developed grant applications for technology improvements to the two-county area.

1998 Southern Oregon Champion Community

Facilitated meetings, created a Strategic Plan and coordinated a federal application for 8 local jurisdictions in Southern Oregon for their application for Empowerment Zone status.

1997-01- Homestead Youth Lodge, Inc.

Assisted a non-profit corporation in designing a new youth facility, including a community school. Organized grant writing efforts, designed team coordination and developed a five-year Strategic Plan.

1997-01 Intertribal GIS Council

Assisted in the establishment of a nationwide Tribal non-profit corporation to support the electronic storage and dissemination of critical natural resource data and land mapping.

Technical Assistance, Design , and Development

2004 Morrow County Commission on Children and Families

Conducted the Biennial Update (Phase III) of the County's Coordinated Comprehensive Plan for Children and Families.

2004 Spokane Tribe of Indians- Planning Department

Developed Preliminary Architectural Report and Business Plan for the development of a business incubator facility to expand the economic base of the reservation.

2003 Coos, Lower Umpqua and Siuslaw Indians Natural Resources Department

Assisted in the development of TAS, Integrated Resource Management Plan, and environmental ordinances for the Tribes water quality management program.

2003 Klamath Tribes Ad Hoc Committee on Wastewater Management

Facilitated meetings, developed strategies and prepared grant applications for the development of a wastewater management district to be managed by the Klamath Tribes.

2002 Monmouth-Independence Chamber of Commerce

Created financial management systems, protocols and procedures for managing the organization. Facilitated meetings to develop new programs and events.

2002 City of Echo, Oregon

Conducted a cultural inventory of this small community. Consolidated the inventory into a comprehensive document. Developed a community-wide logo to use for all signage and marketing.

2002-05 City of Umatilla, Oregon

Served as the City's land use planners, including review of ordinances, processing of applications and preparing findings on conditional use permits and other requests. Represented the City at all Planning Commission meetings.

2002 Confederated Tribes of the Colville Reservation Planning Department

Conducted two seminars for the Confederated Tribes. The first seminar was a grant writing seminar, attended by more than 60 Tribal Department heads. The second seminar was on administering grants. This was attended by 18 Department heads.

2001 Friends of Sheridan Public Library

Facilitated organization meetings to develop By-laws and Articles of Incorporation and to make application to the federal government for recognition under section 501 (c)(3) of the tax code.

1999-00 Chemeketa Community College

Worked with an organization sponsored by Chemeketa Community College that teaches pre-Columbian dance, arts and music (Flor y Canto). Assisted the organization in their pursuit of independent operating status as a 501(c)(3) tax-exempt organization.

1999 The Klamath Tribes Planning Department

Prepared and delivered a grant writing seminar open to all departments within the tribal government. Conducted research and forwarded recommendations concerning the acquisition of two properties.

1999 Eastern Oregon Reading Foundation

Assisted in organizing and subsequently preparing application for 501(c)(3) tax exempt status. Funded organizational development through a series of grant applications.

1999-04 Oregon Arts Commission

Served as a member of the Technical Advisory Team as part of the Arts Build Community program. Worked on various projects throughout the state on behalf of the Oregon Arts Commission.

1999 Mid-Willamette Valley Independent Dump Truck Assoc.

Developed a cooperative marketing plan, created informational brochure and conducted a direct mail campaign to a target list of potential customers.

1999 Klamath County Economic Development Association (KCEDA)

Facilitated meetings, provided Web Design assistance and prepared an Operations and Marketing Plan for a regional technology resource center (TeleCenter).

1998-99 Flora School

Assisted in the creation of a non-profit organization to restore and renovate the historic Flora School and successfully earned the organization 501 (c)(3) recognition. Developed a number of successful grant applications to fund the restoration of the building.

1998 Chrisman Investments

Prepared and presented a zoning change application to Planning Commission. Provided feasibility and market analysis for a low-income Senior & Disabled Housing project in Milton-Freewater.

1998 Historic Silverton Inc.

Worked with staff to develop the key elements of initiating a *Walking Tour of Silverton* program. Capitalized the project through grant writing activity.

1998 Rockwest Training Company, Inc.

Conducted customer interview process, developed SWOT analysis and formulated a strategy for improving customer satisfaction. Provided customer service, sales and marketing training to staff and management.

1998 U.S. Department of Agriculture

Presented information concerning the processes and value of strategic planning to a regional seminar addressing Empowerment Zones and Economic Communities in rural areas.

1996 National Bluegrass Radio Network

Managed the sales of advertising accounts to national companies capitalizing the annual operating budget of the second largest syndicated Bluegrass Radio show in America.

1996 Collins for Congress, Oregon 5th

Managed field campaign for Congressional Candidate for Oregon's fifth congressional district. Voter demographic targeting, direct mail coordination, fund-raising and strategy development.

1995 Confederated Tribes of the Umatilla Indian Reservation

Developed a Comprehensive Solid Waste Management Plan for CTUIR that included personnel policies, operational guides, and site design for a solid waste transfer station.

(References and additional project listing available upon request)

Revised 8/05

SUSAN SCHOMUS

EXPERIENCE:

Senior Account Executive	PARC	Independence, Oregon
Director	Setness Homes.	Salem, Oregon
District Sales Manager	Bytheways's Manufacturing	Sacramento, California
Program Evaluator	Western Oregon State College	Monmouth, Oregon
Marketing Manager	Trend College	Salem, Oregon
Legislative Assistant	Senator John Brennehan	Newport, Oregon

SELECTED ACCOMPLISHMENTS:

- Successfully coordinated large trade shows.
- Developed Sales and Marketing programs that led to a more than 300% increase in sales revenues.
- Developed and coordinated reforms in training procedures that substantially improved performance of a vocational rehabilitation facility.
- Provided constituent services, including researching and explaining regulatory rules, policies and procedures.
- Successfully managed community development planning projects including; historic preservation, community facilities development, parks master planning, and community outreach programs.
- Managed community education and outreach process for local bond measure.
- Conducted pilot study in preparation for submission of a Department of Education grant application.
- Successfully facilitated strategic planning process for non-profit organizations.

SKILLS AND TRAINING

- Project Management
- Marketing
- Facilitation
- Community Development
- Event Management
- Business Management
- Public Relations and Media Management
- Organizational Development
- Strategic Planning

EDUCATION:

1996	Bachelor of Science	Western Oregon University
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ROBERT KERN IRVINE, Ph.D.

EXPERIENCE:

Managing Consultant	PARC	Weston, Oregon
Associate Director	Homestead Youth Lodge	Pendleton, Oregon
Lecturer	Western Oregon University	Monmouth, Oregon
Instructor	Kansas State University	Manhattan, Kansas
Geological Associate	RZA-AGRA	Portland, Oregon

SELECTED ACCOMPLISHMENTS:

- Developed marketing and market capture models for regional tourism venues.
- Served as project manager and grant administrator for capital project funded, in-part by, federal funds.
- Developed and presented informational lecture concerning water law and the historical development of the U.S.
- Published author.
- Successfully implemented funding plan through writing successful grant applications.
- Conducted field research and survey analysis for use in economic analysis.
- Successfully managed small tourism related business in Alaska.
- Completed analysis of water law and the environment as it impacted the development of the American west.

SKILLS & TRAINING:

- Grant Writing
- Financial Feasibility Analysis
- Research Techniques & Processes
- Public Facilitation
- Economic Analysis
- Geological Analysis

EDUCATION:

1997	Ph.D. in American History	Kansas State University
1992	MA in Management	Willamette University
1990	BS in Geology	Whitman College

PROFESSIONAL AFFILIATIONS:

Blue Mountain Arts Alliance
Oregon State Historical Society
American Society for Environmental History
Western History Association
Forest History Society
Trout Unlimited
Association for the Study of Literature and Environment
Phi Alpha Theta: Honor Society

RICHARD S. FOSTER

EXPERIENCE:

CEO	PARC	Independence, Oregon
Vice President of Marketing and Sales	Ashton Photo	Salem, Oregon
General Manager	KYKN Radio	Keizer, Oregon
National Advertising Manager	KSLM Radio	Salem, Oregon
Account Executive	KLOO/KFAT	Corvallis, Oregon
Research Director	Strategic Marketing	Corvallis, Oregon

SELECTED ACCOMPLISHMENTS:

- Transition 60 year old company from lowest to highest growth, profitability year
- Developed new markets, programs resulting in 3 of the 4 most profitable markets for company
- Created demographic and psychographic profiling of client base resulting in increased client retention
- Created marketing programs and systems that led to an annual 3% average increase in gross margin
- Increased closing rates and value realized of new clients by over 6%
- Created retail strategies for clients that led to sales averages of over 7.5% above national average
- Created increases in sales and gross margin while reducing marketing budget by over 8%
- Transition company with 9 independent departments, agendas into 3 integrated and complimentary divisions
- Reduced seasonality variability in orders resulting in a 20% decrease in seasonal layoffs

STRATEGIES IMPLEMENTED:

- | | |
|--|------------------------------------|
| ■ Customer Care Department through integration | ■ Allocation of Resource strategy |
| ■ Yield based pricing strategies optimizing gross margin | ■ Database Marketing Program |
| ■ Licensed Distributorship and Franchise program | ■ Computerized Information Systems |
| ■ Promotional program for prospecting | ■ Systematic Training Courses |
| ■ Strategic Marketing Plan | ■ Advertising Impact Tracking |

SKILLS & TRAINING:

- DOS and Windows systems and software including spreadsheets, databases, accounting software and word processors
- Codified and authored catalogs, procedure manuals, promotional pieces, and how-to pieces
- Skilled copywriter for all media
- Managed staff ranging from 4 to 40 based on principles of empowerment with accountability

EDUCATION:

1982-83	Post Graduate Work	Oregon State University
1981	Bachelor of Science	Oregon State University
1989-97	Numerous Computer Software Training Courses	

STAN FOSTER

EXPERIENCE:

1995-	President Public Affairs Research Consultants (PARC)
1988-1994	Executive Director Community Action Program East Central Oregon (CAPECO)
1984-87	Chief Planner State of Oregon
1982-83	Business Development Planner/Special Transportation Manager Chemeketa Community College-Mid Willamette Valley SSA
1979-82	Senior Land-Use Planner/Social Services Director Polk County, Department of Community Development
1977-79	Social Service Director Yamhill County Board of Commissioners
1972-1974	Elementary School Teacher Ausable Springs School for Emotionally Disturbed Children (Canada)

EDUCATION & TRAINING:

1977	Bachelor of Science	Portland State University
1978-82	American Planning Association	
1984	Certified Emergency Planning Instructor	
1985	Certified Hazardous Material Response Planning Instructor	
1988	Outward Bound Instructor	
1993	Senior Fellow - American Leadership Forum	
1994	High Ropes Adventure Trainer	

BOARDS & COMMISSIONS:

1977	Child Care Commission
1979	Social Services Commission for Yamhill County
1982	Senior Citizen Transportation District for Polk County
1983	Oregon hazmat Coordinating Council
1985	Peace Plaza Committee
1989	Youth Services Commission
1992	Umatilla County Home Rule Charter Committee

GENERAL REFERENCES

Wes Hare, City Manager
City of Albany
333 Broadalbin SW
Albany, Oregon 97321
(541) 917-7501

Greg Ellis, City Manager
City of Independence
240 Monmouth Street
Independence, Oregon 97351
(503) 838-1212

Sue Hollis, City Administrator
City of Dayton
P.O. Box 339
Dayton, Oregon 97114
(503) 864-2221

Joanne Dickinson, City Manager
City of Rockaway Beach
276 Highway 101 S.
Rockaway Beach, Oregon 97136
(503) 355-2791

Paul Wyntergreen, City Administrator
City of Jacksonville
P.O. Box 7
Jacksonville, Oregon 97530
(541) 899-8910

Darrin Fleener, Mayor
City of Falls City
299 Mill Street
Falls City, Oregon 97344
(503) 787-3631

Larry Dalton, Mayor
City of Monmouth
151 Main Street W.
Monmouth, Oregon 97361
(503) 838) 0722

Clifford Jett, Mayor
City of Rufus
P.O. Box 27
Rufus, Oregon 97050
(541) 739-2321

Dennis Reynolds, Chief Judge
Grant County Court
201 S. Humbolt Street, Suite 280
Canyon City, Oregon 97820
(541) 575-0059

Francis W. Somday, Tribal Administrator
CLUS Tribe
1245 Fulton Avenue
Coos Bay, Oregon 97420
(541) 888-7527

Todd Carpenter, Fire Chief
City of Dallas
915 SE Shelton Street
Dallas, Oregon 97338
(503) 831-3540

Starla Lindsey, Executive Director
Rockwest Training Company
4646 Ridge Drive NE
Salem, Oregon 97308
(503) 390-7355

Dave Davis, Board President
Pentacle Theatre
P.O. Box 186
Salem, Oregon 97308
(503) 364-7121

Michael Eichman, Executive Director
Head Start of Yamhill County
P.O. Box 1311
McMinnville, Oregon 97128
(503) 472-2000

Annie Soto, Executive Director
Head Start of Lane County
221 B Street
Springfield, Oregon 97477
(541) 747-2425

Ellen Hansen, Education Program Director
CLUS Tribe
1126 Gateway Loop, Suite 120
Springfield, Oregon 97477
(541) 744-9300

Kathleen Marvin, Executive Director
Tillamook County Women's Crisis Center
P.O. Box 187
Tillamook, Oregon 97141
(503) 842-9486

Wanda Powless, Executive Director
Klamath Crisis Center
P.O. Box 1358
Klamath Falls, Oregon 97601
(541) 884-0390

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCILOR MEMBERS

**THROUGH: CAPT. KUHN
CHIEF ADAMS
CHRIS EPPLEY, CITY MANAGER**

**FROM: SGT. LANCE INMAN
TRAFFIC SAFETY UNIT**

SUBJECT: REVISION OF PARKING ORDINANCE 98-388

BACKGROUND: The current ordinance governing parking was revised to address a number of limitations involving the regulation and enforcement of ordinance 98-388. This revision was completed by members of the police department most familiar with enforcing the current parking ordinance and was also reviewed by our city attorney's office. These members are also most familiar with its limitations.

The current parking ordinance does not provide an adequate means to solve chronic neighborhood parking complaints and observed violations. The police are oftentimes unable to resolve parking complaints or observed violations without repeated follow-up visits resulting in increased personnel time, multiple warnings and frustrated neighbors in order to gain compliance.

For example, when a parking violation complaint is received or observed, an officer marks the vehicle's tires to determine how long a vehicle has been parked. A courtesy notice or warning is usually attached to the vehicle to notify the owner of the complaint or observed violation. Frequently, these vehicles are simply pushed off the tire marks and it is difficult to determine if the vehicle is actually being driven once the officer returns. There is no provision in the existing ordinance that addresses this issue and the interpretation of whether or not the vehicle was actually "moved" is left to the court to determine. In many cases, the officer notes the vehicle has an expired registration, is uninsured and the vehicle cannot be legally driven anyway.

Another common parking complaint involves the parking or storing of non-motorized vehicles, such as utility or boat trailers, on public streets or right-of-ways for long periods of time. Under the current ordinance, these vehicles can legally be parked on a long-term basis as long as they are being "moved" every 3-days. This situation makes it difficult to gain compliance and solve the real problem with these kinds of vehicles being stored on the street and creating a traffic hazard.

Another common complaint the police department handles involves vehicles parked on public roadways that are blocking mailboxes. When this occurs, the Postal Service stops delivering mail to the location resulting in neighborhood complaints to the police. Our current ordinance does not have a provision to address this problem.

The current ordinance prohibits the parking of motor trucks over 10,000 pounds loaded weight. The *actual* weight requirement does not prohibit certain types of commercial trucks from parking in residential areas if the truck has an *unloaded* weight under 10,000 pounds. It is the size, not the loaded weight, which creates a traffic safety issue with parking large trucks in the city.

ISSUE: The revised ordinance proposes certain changes to the existing parking ordinance to improve traffic safety, reduce the frequency of illegally parked vehicles parked on publicly-owned streets and maintain the quality of life in our neighborhoods. (Note: some of the below provisions are contained in the existing parking ordinance)

- Provides definitions for common terms such as "abandoned," "disabled," or "vehicle."
- Prohibits parking in areas designated as fire lanes or at other areas such as adjacent to mailboxes, public improvement projects or adjacent to yellow curbs
- Limits the authority of the City to regulate parking upon private premises open to the public
- Grants limited authority to the Director of Public Works to designate certain no parking zones
- Prohibits the parking of certain trucks, truck trailers and buses based on gross vehicle weight rating. Provides a permit process for the parking of certain service trucks
- Prohibits the parking of vehicles in excess of 72-hours
- Prohibits the parking of non-motorized vehicles in excess of 8-hours
- Prohibits the parking of inoperable, uninsured or unregistered vehicles
- Provides a permit process for the parking of recreational vehicles
- Prohibits obstructing enforcement
- Prohibits damaging traffic control devices
- Prohibits unauthorized traffic control devices
- Provides a method of charging parking violations
- Grants the Chief of Police the authority to authorize persons responsible for enforcement of the parking ordinance
- Holds a vehicle owner legally responsible for an alleged parking violation

RECOMMENDATION: It is the recommendation of the police department to repeal ordinance 98-388 and adopt this revised ordinance governing parking.

1 BILL NO. ____

A BILL

ORDINANCE NO.

2005-_____

3 FOR

4 AN ORDINANCE

5 **REGULATING PARKING AND ESTABLISHING**

6 **ENFORCEMENT PROCEDURES; REPEALING ORDINANCE 98-388**

7 The City of Keizer ordains as follows:

8 SECTION 1. DEFINITIONS. The definitions set forth in Oregon Revised Statutes
9 801.100 through 801.375 and 801.385 through 801.610 and the definitions herein shall
10 apply to this ordinance except where the context requires otherwise.

11 (a) Abandoned: A vehicle is abandoned for purposes of ORS 819.100
12 and 819.110 if it is found parked on a highway in the City of Keizer in violation of
13 Section 5, Section 6 or Section 7 of this Ordinance and the vehicle has not been
14 removed from its location for five (5) days or more.

15 (b) Bus: A "bus" means a vehicle that is designed to carry 16 or more
16 passengers, including the driver.

17 (c) Disabled: A vehicle is disabled for purposes of ORS 819.100 and
18 819.110 if the vehicle is presently inoperable indicated by deflated tires, missing
19 mechanical parts or other indications consistent with vehicles that are not capable
20 of being driven. Disabled includes vehicles parked for an extended period of time
21 indicated by the overgrowth of vegetation or the accumulation of debris under, in,
22 on or around the vehicle.

23 (d) Motor Truck: A "motor truck" means a vehicle defined by ORS 801.355
24 that has a gross vehicle weight rating of more than 10,000 pounds.

1 (e) Motor Vehicle: A "motor vehicle" means a vehicle defined by ORS
2 801.360.

3 (f) Park: "Park" means the standing of a vehicle, whether occupied or not,
4 otherwise than temporarily for the purpose of and while actually engaged in
5 loading or unloading property or passengers.

6 (g) Recreational Vehicle: A "Recreational Vehicle" means a vehicle
7 defined by ORS 801.407.

8 (h) Traffic Control Device: A "Traffic Control Device" is a traffic control
9 device defined by ORS 801.540.

10 (i) Trailer: A "trailer" means any vehicle defined by ORS 801.560.

11 (j) Truck Trailer: A "truck trailer" means a vehicle defined by ORS 801.580.

12 (k) Travel Trailer: A "Travel Trailer" means a vehicle defined by ORS
13 801.565.

14 (l) Vehicle: A "vehicle" means a vehicle defined by ORS 801.590.

15 SECTION 2. AREAS PROHIBITED TO ALL PARKING.

16 (a) It shall be unlawful for any person to park, stop or stand:

17 1) At any place prohibited by ORS 811.550; or

18 2) On any highway of this city, public right-of-way, or upon
19 premises open to the public marked by a sign indicating "Fire Lane" or
20 adjacent to a curb or on a roadway painted red with a marking of "Fire
21 Lane" placed under the authority of the fire code official of the Keizer Fire
22 District; or

1 3) On any highway of this city or public right-of-way adjacent to a
2 curb painted yellow placed under the authority of the City of Keizer.

3 4) On any highway of this city or public right-of-way for the principle
4 purpose of displaying a vehicle or combination of vehicles for sale; or
5 repairing or servicing a vehicle, combination of vehicles, except repairs
6 necessitated by an emergency; or displaying advertising from the vehicle
7 or combination of vehicles; or selling merchandise from a vehicle or
8 combination of vehicles; or

9 5) At any place in such a manner that interferes with any public
10 improvement project; or

11 6) At any place in such a manner that interferes with or blocks the
12 delivery of mail from the United States Postal Service.

13 (b) Nothing in this section prohibits stops that are made in response to
14 traffic control devices, emergencies related to the operation of a vehicle during
15 the actual period of such emergency, or temporary stops for the expeditious
16 loading or unloading of persons or property. The exemptions from prohibitions
17 on stopping, standing and parking set forth in ORS 811.560 shall apply to section
18 2 of this ordinance.

19 SECTION 3. DESIGNATION OF NO PARKING ZONES. The Director of Public
20 Works is delegated the authority to designate, by written order, areas within 50 feet of
21 an intersection that are prohibited to all parking due to traffic hazards including, but not
22 limited to, restricted vision clearance, pedestrian movements, turning movements, and

street ingress and egress volumes. The City Council shall designate, by written order, other areas prohibited to all parking or where parking is otherwise limited.

SECTION 4. PROHIBITED PARKING OF MOTOR TRUCKS, TRUCK TRAILERS

AND BUSES. It shall be unlawful for any person to park a motor truck, truck

trailer or bus as defined herein on any highway or public right-of-way of this city.

However, this section shall not prohibit the temporary parking of such vehicles for

the actual loading or unloading of goods, passengers or services, provided that

"loading" or "unloading" as used in this section shall be limited to the actual time

spent in such operation, or when a permit is obtained for certain motor trucks

specified in Section 8.

SECTION 5. PROHIBITED PARKING OF VEHICLES IN EXCESS OF

SEVENTY- TWO HOURS.

(a) Except as provided in Section 8, it shall be unlawful for any person to

park any vehicle for any period of time in excess of seventy-two consecutive

hours on any highway of the city or public right-of-way.

(b) For the purposes of this ordinance, a vehicle is no longer considered

"parked" if the vehicle is removed from a location. It is no defense to a

prosecution of a violation under this ordinance if the vehicle is simply moved for

the purpose of repositioning.

SECTION 6. PROHIBITED PARKING OF VEHICLES NOT DESIGNED FOR

SELF-PROPULSION IN EXCESS OF 8 HOURS. It shall be unlawful for any person to

park any vehicle which is not designed for self-propulsion and which is not attached to a

1 motor vehicle in excess of eight consecutive hours on any highway of this city or public
2 right-of-way.

3 SECTION 7. PROHIBITED PARKING OF INOPERABLE, UNINSURED OR
4 UNREGISTERED VEHICLES. It shall be unlawful for any person to park any motor
5 vehicle which is inoperable or uninsured, or is in violation of ORS 803.230, 803.300,
6 803.315, 803.325, 803.455, 803.540, 803.545, 803.550, 803.560, 803.635 or 803.655
7 on any highway of this city or public right-of-way.

8 SECTION 8. EXCEPTION FOR RECREATIONAL VEHICLES AND CERTAIN
9 MOTOR TRUCKS; PERMIT REQUIRED.

10 (a) A person may park a recreational vehicle in excess of seventy-two
11 consecutive hours if a permit described in this section is granted prior to a
12 recreational vehicle being cited for a violation of this ordinance. In no cases
13 shall a permit be granted for the parking of a recreational vehicle in excess of
14 twenty (20) days in any 90-day period. Three permits shall be the maximum
15 granted in any 12-month period.

16 (b) A person may park a motor truck under 26,001 pounds gross vehicle
17 weight rating on a highway in this city if a permit described in this section is
18 granted prior to a motor truck being cited for a violation of this ordinance. This
19 permit shall only be granted to a business that requires its drivers to take-home a
20 motor truck for the purpose of immediately responding to service calls (e.g. a
21 towing business). This permit shall be valid for a period not to exceed six
22 months. This permit may be revoked by the Keizer Police Department upon a
23 showing that the parking or operation of the motor truck causes an undue burden

1 on the residents and occupants in the immediate vicinity of the motor truck which
2 cannot be reasonably resolved by mediation.

3 (c) The Keizer Police Department may establish additional written criteria
4 for issuing parking permits described in this section, and shall be responsible for
5 the issuance of such permits.

6 SECTION 9. OBSTRUCTING ENFORCEMENT. It shall be unlawful for any
7 person to:

8 (a) Cover, erase, alter or otherwise render indistinguishable any mark
9 placed on the tires of a vehicle by any person having enforcement responsibility
10 as provided in section 12. Subsection (a) of this section does not apply to a
11 vehicle that is no longer parked in violation of this ordinance.

12 (b) Knowingly and willfully give any false, untrue, or misleading information
13 to such a person who is acting in the discharge or apparent discharge of the
14 officer's duty with the intent to hinder, delay, mislead or impede an alleged
15 violation of this ordinance or with the intent to obstruct justice.

16 (c) Discard, mutilate, or destroy any parking citation which charges a
17 violation of this ordinance if such charge has not yet been finally resolved by
18 payment of fine or final Court action.

19 SECTION 10. DAMAGING TRAFFIC CONTROL DEVICES. It shall be unlawful
20 for any person to intentionally destroy, damage, deface, alter, tamper with or in any way
21 impair the usefulness of any parking or traffic control device placed, installed or
22 maintained by the City of Keizer.

1 SECTION 11. UNAUTHORIZED TRAFFIC CONTROL DEVICES. It shall be
2 unlawful for any person to place, erect, paint, inscribe or otherwise establish any traffic
3 control device which purports to guide, direct, warn or regulate traffic except those such
4 traffic control devices that are authorized by the City of Keizer or the laws of the State of
5 Oregon.

6 SECTION 12. ENFORCEMENT RESPONSIBILITY. The Chief of Police and
7 every person authorized by the Chief of Police shall have the responsibility for
8 enforcement of the provisions of this ordinance.

9 SECTION 13. METHOD OF CHARGING PARKING VIOLATIONS. Whenever a
10 person described in Section 12 has probable cause to believe that a vehicle is parked in
11 violation of any of the provisions of this ordinance, the person may issue a citation in
12 conformance with ORS 221.333 and file a duplicate original thereof with the Municipal
13 Court Clerk or such other appropriate Court Clerk as the Council may designate from
14 time to time.

15 SECTION 14. RESPONSIBILITY FOR VIOLATIONS.

16 (a) The owner of a vehicle parked in violation of this ordinance shall be
17 responsible for the offense, except where the use of the vehicle was secured by
18 the operator without the owner's consent.

19 (b) In a prosecution involving a vehicle owner charged with a violation of
20 this ordinance, proof that the vehicle was registered to or owned by the
21 defendant shall raise a disputable presumption that the defendant was the owner
22 in fact.

SECTION 15. VIOLATIONS. Violation of this ordinance is an infraction punishable by a fine of \$50.00, except violation of Sections 9, 10 and 11 is an infraction punishable by a fine of \$500.

SECTION 16. REPEAL. Ordinance number 98-388, an Ordinance Regulating Parking and Establishing Enforcement Procedures, is repealed.

SECTION 17. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Ordinance is for any reason held invalid or unconstitutional by any court or board of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

City Recorder

CITY COUNCIL MEETING: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER STATION AREA A LID/RAWLINS LITIGATION
SETTLEMENT

The Rawlins family and their associated companies own property located between the stadium and the Bonneville Power Administration substation. Rawlins objected to the Keizer Station Area A Local Improvement District and filed appeals with the Land Use Board of Appeals as well as filed a lawsuit against the City and the Urban Renewal Agency.

The parties have been working toward settling the matter. The majority of the settlement is a private one between Northwest National, LLC and Rawlins. Northwest National will lease the subject property on a long term ground lease. Rawlins will then not be faced with the assessment as the developer will have to pay the LID assessment.

There is a condition by Rawlins to the settlement that concerns the City. In the late 1990s when the stadium project was being constructed, the City needed a sanitary sewer easement along the entire north side of the Rawlins property parallel to Labish Ditch. This sewer trunk line serves not only the stadium, but the entire Keizer Station Area A. When the City negotiated with Rawlins for purchasing the sanitary sewer easement, Rawlins was concerned about the increase in the sanitary sewer system development charges (SDCs). The parties agreed that Rawlins would grant the easement for a total cost of \$49,816.80. This was the difference between the old SDC and the new SDC amount. The parties further agreed that the City would pay \$24,497.00 in cash at the time of the granting of the easement, and then grant a credit for the sanitary sewer SDCs in the amount of \$25,319.80.

Rawlins agreed to this settlement apparently because he felt that he and his family would develop the property and get the benefit of the sanitary sewer SDC credit. Under the current scenario, Rawlins would not receive that credit. Therefore, the parties have discussed and reached a tentative settlement in which the City would "cash out" the \$25,319.80 SDC credit by writing a check to Rawlins for such amount with the understanding that credit would be fully satisfied and that Northwest National, LLC would receive no credit at the time they

developed the property.

Staff feels that this is an appropriate settlement of the matter and a way to move forward to end the litigation. The City has had the benefit of not paying any interest on the \$25,319.80 credit from 1999. Though it is possible that the developer's plans could fall through, it is anticipated that the SDCs on the property will be paid in the near future as the property develops. In exchange for the payment, Rawlins will dismiss the LUBA appeals and Circuit Court litigation and the Agreement will be recorded against the property as consent to the Local Improvement District.

The funds for payment of the credit would come from the sanitary sewer SDC fund as it is payment for the sanitary sewer trunk line easement.

RECOMMENDATION:

Adopt the attached resolution authorizing the City Manager to sign the enclosed Settlement Agreement.

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

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2005-_____

3 AUTHORIZING THE CITY MANAGER TO SIGN
4 SETTLEMENT AGREEMENT WITH RAWLINS HOLDING
5 COMPANY AND OTHERS REGARDING KEIZER STATION
6 AREA A LOCAL IMPROVEMENT DISTRICT
7

8 WHEREAS, the Keizer City Council approved the Engineer's report on April 18,
9 2005 and subsequently formed the "Keizer Station Area A Local Improvement District"
10 pursuant to Resolution No. R2005-1593 and R2005-1594;

11 WHEREAS, Rawlins Holding Company, Inc., Timothy Rawlins and Linda
12 Rawlins (hereinafter "Rawlins") filed a Circuit Court complaint against the City and the
13 Urban Renewal Agency regarding the actions of the City with regard to the Local
14 Improvement District and spreading assessments, as well as other actions of the City or
15 the Urban Renewal Agency;

16 WHEREAS, Rawlins also filed a Notice of Intent to Appeal with the Land Use
17 Board of Appeals (LUBA) regarding actions of the City and the Urban Renewal Agency;

18 WHEREAS, the parties have reached agreement to settle the matter without any
19 admission as to the validity of any claims or possible defenses;

20 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the City
2 Manager is hereby authorized to execute the Settlement Agreement, a copy of which is
3 attached as Exhibit "A" and by this reference incorporated herein.

4 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
5 further action contemplated, or appropriate and necessary with regard to concluding the
6 settlement.

7 PASSED this _____ day of _____, 2005.

8 SIGNED this _____ day of _____, 2005.

9
10
11
12
13
14

Mayor

City Recorder

AGREEMENT

This Agreement is made between Rawlins Holding Company, Inc., an Oregon corporation (formerly known as Rawlins Real Estate, Rich Rawlins and Associates, Inc.), Timothy Rawlins and Linda Rawlins, and Rawlins Investment Properties L.L.C., an Oregon limited liability company (“Owners”), the City of Keizer, an Oregon municipal corporation (“City”), and the Urban Renewal Agency of the City of Keizer, an Oregon urban renewal authority (“Renewal Agency”).

RECITALS

A. Rawlins Holding Company, Inc., Timothy Rawlins, Linda Rawlins and Rawlins Investment Properties, L.L.C. are owners of or have or had an interest in property located in the City of Keizer, more particularly described in Exhibit A which is attached hereto and incorporated into this Agreement (“Property”).

B. The Owners or their predecessors in interest entered into an agreement with the City or about September 1, 1999 that is attached as Exhibit B and incorporated into this Agreement (“Easement Agreement”). The Easement Agreement provided for the conveyance of a sanitary sewer easement to the City in exchange for the payment of money and a certain credit against future sewer assessments. Rawlins Holding Company, Inc. is the successor to Rawlins Real Estate, Rich Rawlins and Associates, Inc. or has authority to bind that entity. The parties wish to amend the Easement Agreement.

C. Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins filed a complaint against the City and the Renewal Agency in *Rawlins Holding Company, Inc. et al. v. City of Keizer and Urban Renewal Agency of City of Keizer*, Marion County Circuit Court Case No. 05C-16601 (“Circuit Court Case”). The complaint sought review of a City of Keizer Resolution No. 2005-1594, forming a local improvement district and spreading assessments and other actions of the City or Renewal Agency and asserted declaratory judgment, inverse condemnation, slander of title and public records claims against the City and Renewal Agency. The parties wish to dismiss these claims.

D. Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins also sought review of actions of the City or Renewal Agency in proceedings filed before the Oregon Land Use Board of Appeals, *Rawlins Holding Company, Inc. et al. v. City of Keizer and Urban Renewal Agency of the City of Keizer*, LUBA Nos. 2005-078, 2005-113, and 2005-114 (“LUBA Cases”). The parties wish to dismiss these cases.

E. The City is constructing the local improvements that are part of the “Keizer Station Area A Local Improvement District” (the “Improvements”) and that are described in the engineer’s report that was approved by the Keizer City Council on April 18, 2005 (the “Engineer’s Report”). The local improvement district for the Improvements was formed by City of Keizer Resolution Nos. 2005-1593 and 2005-1594. Following completion of the Improvements, the City will make the final assessment against the Property. The Owners wish to waive certain claims in connection with the completion and assessment of the Improvements.

AGREEMENT

1. Amendment of Easement Agreement. The Easement Agreement is amended. The City agrees to pay Rawlins Holding Company, Inc., and Timothy and Linda Rawlins the sum of \$25,319.80 in full satisfaction of the Easement Agreement and this shall discharge any future obligation of the City under the Easement Agreement. The payment of \$25,319.80 shall be by a check drawn to the order of Rawlins Holding Company, Inc., Timothy Rawlins and Linda Rawlins, and delivered to their attorney upon the signing of this Agreement. Upon execution of this Agreement, and payment of this sum, the City's obligations under the Easement Agreement are discharged and no credit shall be owed by the City against any future assessment on the Property because of the Easement Agreement. The past conveyance of the sanitary sewer easement is not affected by this amendment of the Easement Agreement.

2. Release. Upon execution of this Agreement and the payment of money as provided in Section 1 of this Agreement, Owners and each of them release both the City and its elected and appointed officials, officers, employees, agents, successors and assigns and the Renewal Agency and its elected and appointed officials, officers, employees, agents, successors and assigns from all claims, demands, damages, costs and expenses in whatever nature, based in statute, contract, tort or otherwise, on the subjects described above in Recital paragraph E; or which were pleaded in the Circuit Court Case or could have been pleaded in that case based on the facts stated in the complaint and which exist as of the effective date of this Agreement; or that arise because of the adoption or implementation of City of Keizer Resolution Nos. 2004-1528, 2005-1588, 2005-1593 or 2005-1594 or Renewal Agency Resolution Nos. 2003-080 or 2005-090. This release includes a release of any claim for any attorneys' fees or costs to be imposed against any of the parties with respect to the pending Circuit Court Case or LUBA Cases. Each party shall be solely responsible for payment of fees, including attorney fees, expenses and costs it incurred in connection with the Circuit Court Case and LUBA Cases.

3. Dismissal of Claims. Owners agree to stipulate to and seek entry of judgment in the Circuit Court Case dismissing the claims with prejudice and without cost to any party. Owners agree to move to dismiss the LUBA Cases.

4. Assessment of Costs Under the Local Improvement District. Owners agree that the City shall assess the full amount of the Assessable Costs against the Property and other benefited properties ("Benefited Properties") according to the formula provided in the Engineer's Report. For purposes of this agreement the "Assessable Costs" shall mean the sum of:

A. All of the City's actual costs in planning the Improvements, acquiring land for the Improvements, and overseeing, constructing and completing the Improvements (including any attorney's fees and costs for the Circuit Court Case, the LUBA Cases or defense of, or other litigation or appeals in connection with, the formation of the Keizer Station Area A Local Improvement District and the imposition of assessments for the costs of the Improvements); plus,

B. All of the City's actual costs of obtaining interim financing for the Improvements; plus,

C. All of the City's actual and reasonably expected costs of obtaining long-term financing for any assessments which owners of Benefited Properties apply to pay in installments; plus,

D. All other costs of the City that are directly related to the Improvements; less only the following amounts:

(1) Keizer Urban Renewal Agency contribution in the amount of \$4,500,000.00.

(2) City of Keizer Street Fund contribution of \$1,564,000.00.

(3) Keizer Station Plan Area D (Chemawa Station LLC) contribution of \$1,200,000.00.

If the costs of the Improvements exceed the estimates in the Engineer's Report, the excess will increase the Assessable Costs, and the City will not be obligated to increase the City's contribution or the Renewal Agency's contribution to the local improvement district.

5. Consent and Authorization to Complete Local Improvement Proceedings. The Owners hereby consent to and authorize:

A. All actions the City takes in good faith to construct the Improvements substantially as described in the Engineer's Report; and,

B. The assessment against the Property and other Benefited Properties of all Assessable Costs, regardless of whether those costs exceed the estimates shown in the Engineer's Report.

6. Waiver of Defects. The Owners waive all irregularities or defects, jurisdictional or otherwise, in:

A. All proceedings of the City to form the Keizer Station Area A Local Improvement District and to undertake, construct and complete the Improvements; and

B. All past and future proceedings of the City to apportion and assess the Assessable Costs against the Benefited Properties according to the formula specified in the Engineer's Report.

This waiver shall, prevent any of the Owners from contesting any actions that are taken by or on behalf of the City and that are contemplated by the Engineer's Report and this Agreement, if those actions are taken in good faith. If for any reason the assessments or reassessments the City imposes for the Improvements are invalidated, the City shall be entitled to reassess the Property for its share of Assessable Costs pursuant to ORS 223.405 to 223.485, the City Charter and its ordinances. The Owners consent to assessment and any reassessment of the Property as provided herein, and waive any right to contest those assessments or reassessments to the extent any assessment or reassessment is made as required and in accordance with this Agreement. The release in section 2 of this Agreement, stipulated dismissal in section 3, consent and authorization in section 5 and waiver in section 6 shall not prevent Owners from objecting to

Assessable Costs in the final assessment or reassessment proceedings because those Assessable Costs are unreasonable or not related to the Improvements, or impair any right to finance the assessments or apply for installment payments under ORS 223.210 or other applicable law.

7. No Admissions. This Agreement is executed solely for the purpose of resolving disputed claims. This Agreement does not constitute an admission of liability or disputed facts by any party hereto.

8. Severability. The parties agree that if any term or provision of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Merger. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings between the parties hereto, except to the extent that the terms of Exhibit B are incorporated herein. There are no understandings, agreements or representations, verbal or written, regarding this Agreement except those specified herein.

10. Modification. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

11. Representation by Counsel/Authorization. All parties have been advised by their respective, separate legal counsel. By signature of their authorized representatives, the parties hereby acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

12. Binding on Successors and Assigns. This Agreement is binding upon all parties and their heirs, administrators, executors, transferees, successors and assigns. The City may record this Agreement in the real property records of Marion County, Oregon.

13. Counterparts and Effective Date. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute one Agreement. A signed counterpart which is faxed shall be valid and treated as an original although the original signed counterpart shall be provided to the other party. This Agreement shall be effective on the last date signed by the parties.

[Remainder of page intentionally left blank]

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State of Oregon.

DATED this ____ day of _____, 2005.

RAWLINS HOLDING COMPANY, INC.

By:

Title:

State of _____)
) ss
County of _____)

This instrument was acknowledged before me on _____, 2005 by _____ as _____ on behalf of Rawlins Holding Company, Inc.

Notary Public for

My Commission Expires:

[Signatures continue on following pages]

TIMOTHY RAWLINS

State of Oregon)
) ss
County of Deschutes)

 This instrument was acknowledged before me on _____, 2005 by Timothy Rawlins.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

LINDA RAWLINS

State of Oregon)
) ss
County of Deschutes)

This instrument was acknowledged before me on _____, 2005 by Linda Rawlins.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

RAWLINS INVESTMENT PROPERTIES L.L.C.

By:
Title:

State of Oregon)
) ss
County of Deschutes)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of
Rawlins Investment Properties L.L.C.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

CITY OF KEIZER

By:
Title:

State of Oregon)
) ss
County of _____)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of the
City of Keizer.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following pages]

URBAN RENEWAL AGENCY OF THE CITY OF
KEIZER

By:
Title:

State of Oregon)
) ss
County of _____)

 This instrument was acknowledged before me on _____, 2005 by
_____ as _____ on behalf of
Urban Renewal Agency of the City of Keizer.

Notary Public for Oregon
My Commission Expires: _____

K:\31541\00006\TJS\TJS_S224Q==Agreement (TJS mkd 11-2-05).doc 11/4/05 10:06 AM

CITY COUNCIL MEETING: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: AUTHORIZING EXECUTION OF WAIVER OF CONFLICT
LETTER (NORTHWEST NATIONAL LLC/WENDIE L.
KELLINGTON, ATTORNEY AT LAW)**

As you may remember, Wendie Kellington represented the City when she assisted me in a Land Use Board of Appeals matter concerning the Keizer Station Plan. In the past few months, the developers have questioned staff and me regarding some possible changes to the Keizer Station Plan and/or the subdivision of the "Lowery" portion of the development. You may remember that the Lowery portion of the development did not get subdivided because the developers' settlement with the Lowerys occurred too late in the process.

I had suggested to the developers that they hire Wendie Kellington to assist them through this process. Wendie has the expertise and is knowledgeable regarding the background of the project. Wendie did call me, but indicated that because of her previous representation of the City, that the City would have to waive any conflict of interest that may arise from the previous representation.

The primary reason for the conflict of interest rules is so an attorney cannot use secrets or confidences of one client against such client at a later date when they represent an opposing party. In my opinion, there are no secrets or confidences in this case that would present such a problem. The Council should be aware that Wendie will zealously represent her client and her client is an adverse party to the City. However, I do not believe that this presents a serious problem to the City and feel that there is an advantage to having an attorney representing Northwest National as it makes the process smoother and more manageable. Therefore, I recommend granting this waiver of the conflict of interest.

RECOMMENDATION:

Adopt the attached resolution authorizing the City Manager to sign the waiver of conflict of interest letter attached.

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

ESJ/tmh
attachment

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-_____

AUTHORIZING THE CITY MANAGER TO SIGN WAIVER OF
CONFLICT OF INTEREST (NORTHWEST NATIONAL
LLC/WENDIE L. KELLINGTON, ATTORNEY AT LAW)

WHEREAS, Wendie L. Kellington, Attorney at Law, represented the City of Keizer
in a previous matter that is now closed;

WHEREAS, Northwest National LLC, has requested Wendie L. Kellington to
represent them before the City on land use matters in the Keizer Station Plan area;

WHEREAS, Wendie L. Kellington has fully disclosed the potential conflict to the
City and the City has been fully advised by the City Attorney;

WHEREAS, the City Council wishes to waive the conflict of interest to allow
Wendie L. Kellington to represent Northwest National LLC; signature;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
is hereby authorized to sign the attached Waiver of Conflict of Interest letter.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

City Recorder

2-11-05

**Wendie L. Kellington
Attorney at Law, P.C.**

P.O. Box 1930
Lake Oswego, Oregon
97035

Phone (503) 624-7790
Mobile (503) 804-0535
Facsimile (503) 620-5562
Email: wk@wkellington.com

November 1, 2005

Via Facsimile &
US Mail
Shannon Johnson
Lien & Johnson
4855 River Rd N
Keizer, OR 97303
United States of America

Re: Former Client Related Matter Potential Conflict

Dear Shannon:

Furthering our conversations over the past several days, this letter is to seek formal waiver from the City of Keizer of a potential multiple client conflict arising from my former representation of the city and the current request of Northwest National and RPS Development that I represent their interests. Specifically, as you are aware, I represented the city in the context of assisting with a LUBA case and a LUBA remand concerning a master plan for the KSP area. I did not work on the development or local processing of the appealed master plan approval. I also represented Northwest National in the original approval of the KSP text amendments to the city's comprehensive plan and zoning regulations. Both of those matters are now closed. Northwest National and RPS Development have asked me to assist in determining what is needed to adjust the KSP or most recent master plan for the KSP area to better reflect the way the KSP project is shaping up and to pursue potential amendments to the KSP or master plan as needed. This would potentially entail staff meetings, preparing land use applications and public hearings including before the council. This matter is related to the closed matters identified above.

As you know, when a lawyer undertakes to represent a client in a matter related to a closed client matter where the lawyer performed work for another client, the ethics rules require the lawyer obtain a waiver of the potential conflict. In this regard, such waiver may only be sought when the lawyer provides full disclosure of the potential conflict to the affected current and former clients. Please consider this letter that disclosure. One of the most important things for the city to understand in deciding whether to grant such waiver request is that I will not be representing its interests in the matter but those of NW National and RPS Development. The lawyer ethics rules require that I advise the client from whom waiver is sought to obtain independent legal advice about whether such waiver is appropriate. I assume you will supply that advice to the city. Finally, if the city decides to grant the requested waiver, the ethics rules

Shannon Johnson
November 1, 2005
Page 2 of 2

require that consent be in writing. Accordingly, I have supplied a space at the end of this letter for the signature of the appropriate city representative to sign if such waiver is forthcoming.

Please let me know if the city will agree to waive the potential former client conflict as explained above. If so, I would appreciate it if you would secure the appropriate signature at the bottom of this letter and return a copy to me. Of course, if you have any questions or concerns, please do not hesitate to contact me. Thank you Shannon.

Very truly yours,



Wendie L. Kellington

WLK:wlk

The city agrees to waive the potential former client conflict presented by the above disclosed representation.

City of Keizer

By:

Dated this _ day of November 2005.

CITY COUNCIL MEETING: November 7, 2005

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: COUNCILOR LEE REQUEST FOR LEAVE OF ABSENCE

With permission of the Council, Councilor Lee has been absent from Council meetings beginning at the September 19, 2005 meeting. Though the September 19, 2005 absence was not due to any family health problems, it was a consecutive absence and therefore the 60 day grace period for absences from Council meetings expires approximately November 17, 2005.

I discussed this matter with Councilor Lee and he indicated that he intends to be back for full Council business in the first part of December. Therefore, he requested a leave of absence to December 14, 2005.

I have drafted a Resolution granting such leave for Council review. Councilor Lee indicated to me that it is possible he will return by the December 5, 2005 meeting.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-_____

RESOLUTION GRANTING CONSENT TO LEAVE OF
ABSENCE FOR COUNCILOR CHUCK LEE

WHEREAS, Councilor Chuck Lee has requested a short leave of absence;

WHEREAS, Section 29 of the Keizer City Charter provides authority to the
Council to grant such leave of absence;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer hereby grants
Councilor Chuck Lee a leave of absence pursuant to City Charter through and including
December 14, 2005.

PASSED this _____ day of _____, 2005.

SIGNED this _____ day of _____, 2005.

Mayor

City Recorder



**MINUTES
KEIZER CITY COUNCIL
WORK SESSION**

Monday, October 10, 2005

Keizer City Hall

**Robert L. Simon Council Chambers
Keizer, Oregon**

CALL TO ORDER Council President Richard Walsh called the work session to order at 5:40 pm. Roll Call was taken as follows:

Present:

Richard Walsh, Council President
Jacque Moir, Councilor
Jim Taylor, Councilor
Troy Nichols, Councilor
David McKane, Councilor (5:45)
A.J. Perez, Youth Councilor

Absent:

Chuck Lee, Councilor
Lore Christopher, Mayor

Staff:

Marc Adams, Chief of Police
Nate Brown, Community Development
Chris Eppley, City Manager
Rob Kissler, Public Works Director
Dianne Hunt, Human Resources
Director
Tracy Davis, City Recorder

**City of Keizer
Civic Center –
November 2006
Ballot**

City Manager Chris Eppley reviewed briefly the history of the Civic Center space needs and adequacy findings presented by the Civic Center Task Force and the recommendation that the issue be placed on the November 2006 ballot. He suggested that work be done to organize efforts and specific tasks be assigned to move toward the goal of a well-thought-out, well-prepared ballot measure.

Discussion followed at length regarding the findings from the Task Force, options reviewed by the previous Council, election methodology and the March 2004 recommendation of the Civic Center Task Force. Mr. Eppley pointed out that the first three items on the recommendation have been accomplished. Items 4 and 5, *development of a funding package* and a *public information campaign*, remain. Mr. Eppley pointed out that public dollars can be spent to develop a neutral information packet and do survey work but not for campaigning. Discussion followed regarding city resources and formation of a PAC (Political Action Committee).

It was agreed that the following steps should be taken:

- (1) Create a brochure and fact sheet
- (2) Hold Town Hall informational meetings to finalize proposal

- (3) Market the concept through the Political Action Committee
- (4) Decide on the proposal prior to submission for the election

Troy Nichols and Jacque Moir indicated they would organize the PAC. Dialogue continued at length regarding strategy, increased construction costs and public process. Mr. Eppley volunteered to develop a brochure and fact statement with the help of a Councilor. Jim Taylor and Troy Nichols agreed to assist. Discussion continued regarding funding, visual presentation of the concept, voter surveys, and putting an informational brochure on the website.

ADJOURNMENT Council President Richard Walsh adjourned the meeting at 6:40 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

~ Absent ~
Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

~ Absent ~
Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:



MINUTES KEIZER CITY COUNCIL

Monday, October 17, 2005

Keizer City Hall

Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Council President Walsh called the regular meeting to order at 7:03 pm. Roll Call was taken as follows:

Present:

Richard Walsh, Council President
Jacque Moir, Councilor
Jim Taylor, Councilor
David McKane, Councilor
Troy Nichols, Councilor

Staff:

Shannon Johnson, City Attorney
Marc Adams, Police Chief
Nate Brown, Community Development
Chris Eppley, City Manager
Susan Gahlsdorf, Finance Director
Tracy Davis, City Recorder

Absent:

Lore Christopher, Mayor
Chuck Lee, Councilor
A.J. Perez, Youth Councilor

FLAG SALUTE

Councilor Nichols led the flag salute.

PUBLIC TESTIMONY

Dan Bowser, Keizer, voiced concern about sidewalks and the design of turn lanes and crosswalks on Chemawa. He questioned if a survey had been done of the city's sidewalks. Councilor McKane explained that a sidewalk survey/inventory was by the Traffic Safety Commission and was presented at the last Council meeting. Discussion then took place regarding ADA compliance of sidewalks. Councilors Walsh and McKane encouraged Mr. Bowser to attend the Traffic Safety Commission meetings.

Lowell Gunselman, Keizer, suggested that the City establish an emergency center building with a heliport for emergencies and include the Coast Guard Auxiliary personnel in emergency assistance plans. Councilor Moir reviewed the accomplishments of the Emergency Management team in Keizer adding that the city has over 300 trained volunteers to help in the event of an emergency in Keizer.

Garry Whalen, Keizer, introduced the newest member of the Parks Advisory Board, Clint Holland, who stated that he looked forward to continued service to his community. Mr. Whalen then gave the Parks Advisory Board report stating that Dr. Brauner from OSU Archeology Department is planning on doing an exploratory dig in River's Edge Park for evidence of the Wallace House. The Parks Board will be taking a more active roll in the planning of Keizer Rapids Park, and will

COMMITTEE REPORTS and OTHER BUSINESS

focus on the future, updating the Master Plan and taking advantage of joint-use programs. Clint Holland added that the program at Whiteaker has blossomed and the Parks Advisory Board would like to do more projects like this.

Councilor Moir informed Mr. Whalen and Mr. Holland, that information on updating the Master Plan needs to be submitted to Chris Eppley by March for budgeting purposes.

Councilor McKane invited interested citizens to the next Traffic Safety Commission meeting October 27 at 7 pm to provide input on the 4th Place barricade.

Councilor Moir reported that

- **Planning Commission** met on October 5, elected Michael Smith and Tom Wood as Chair and Vice Chair respectively and swore in new commissioners, Kevin Baker and Doug Schneider. They completed sign code amendments and recommended forwarding the amendment to Council.
- **Wastewater Task Force** was cancelled for this month.
- **K.A.R.E.S.** (Keizer Animal Rescue and Emergency Sheltering) met last week. The group now has 100 volunteers and continues to publish a newsletter.
- **EVAK** (Emergency Volunteers Assisting Keizer) will meet on Saturday. Council members were encouraged to attend this training.
- **KEPC** (Keizer Emergency Planning Committee) will meet at 3 pm in the Police Department Auditorium on October 27 to continue review of the Emergency Operations Plan. They meet quarterly so the next meeting will be January 31, 2006.

Councilor Walsh reported that

- **Uptown Music** had a ribbon cutting for their new location on River Road on October 15.
- **Mid-Willamette River Connection** group has begun working on the next phase of the water trail which, when completed, will reach from Eugene to Willamette Mission Park. Additionally, the group has recommended that **SKIP** (Salem-Keizer-Independence Partnership) be reconvened. The water trail has been very successful; interest in and usage of the Willamette River is increasing with no noticeable increase in vandalism or litter. Local Boy Scout Troop 121 has established a new campsite on the island between Keizer Rapids Park and Spong's Landing.
- **Chamber Luncheon** held at the Fire Department involved an excellent presentation by Sgt. Malarkey with 101st Airborne.
- **CCRLS** (Chemeketa College Regional Library System) negotiations are taking place with the help of area City Managers who developed a program that might be acceptable to all parties.
- **Economic Development and Government Affairs** committee met

on October and discussed the Police/City Hall complex, sports complex, River Road Renaissance projects and urban growth boundary issues. The committee reaffirmed their support for expansion of the urban growth boundary and will take the recommendation further for legislative input.

- **City Hall Complex and Police Station** was discussed at the October 10 Work Session. This issue is scheduled to appear on the November 2006 ballot.
- **Keizer Rotary:** Councilor Walsh and his wife gave a Power Point presentation on the Keizer Sports Center at the meeting.

Nate Brown reported that work continues on the grants from Local Government, Oregon Parks and Recreation Department, Land and Water Conservation, Marine Board and Fisheries Restoration.

ADMINISTRATIVE ACTION

a. **RESOLUTION ~ Authorizing Loan Payable from Gas Tax Revenues and a Master Gas Tax Revenue Financing Declaration That Establishes the Terms for Future Gas Tax Revenue Financings**

Finance Director, Susan Gahlsdorf, explained that the Keizer Station funding plan provides for \$1,564,000 of street fund money to be used for right-of-way acquisition and this financing tool will bring the cash in to pay for the acquisition which is scheduled to close November 1. There is a prepayment penalty in the early years which, depending on interest rates, may be substantial. However, if paid off in the last 3 years there is no penalty. There is an inherent risk to other projects in borrowing, however, borrowing the money will make it possible to do projects with current gas tax dollars received and use the bond proceeds to pay for Keizer Station.

Councilor Moir moved to adopt Resolution R2005 Authorizing a \$1.738 Million Loan Payable Solely from Gas Tax Revenues and a Master Gas Tax Financing Declaration that Establishes the Terms for Future Gas Tax Financings. Councilor Taylor seconded. Motion passed as follows:

AYES: Walsh, Nichols, Moir, McKane and Taylor (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Lee (2)

CONSENT CALENDAR

- RESOLUTION – Authorization for Acceptance of Grant Funds (Seat Belt Traffic Safety Grant)**
- RESOLUTION – Authorization for Expenditure of Specific Purpose Funds (Criminal Forfeiture)**
- Approval of September 6, 2005 Regular Session Minutes**
- Approval of September 19, 2005 Regular Session Minutes**
- Approval of October 3, 2005 Regular Session Minutes**

Councilors Nichols and McKane pulled Items C and A respectively from the Consent Calendar.

Councilor Nichols moved to approve Items B, D and E on the Consent Calendar. Councilor Moir seconded. Motion passed as follows:

AYES: Walsh, Nichols, Moir, McKane and Taylor (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Lee (2)

Councilor McKane questioned if the money in question would be used for enforcement within the city of Keizer. Mr. Eppley responded affirmatively.

Councilor Nichols moved to approve Item A on the Consent Calendar.
Councilor Moir seconded. Motion passed as follows:

AYES: Walsh, Nichols, Moir, McKane and Taylor (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Lee (2)

Councilor Moir moved to approve Item C on the Consent Calendar.
Councilor Taylor seconded. Motion passed as follows:

AYES: Walsh, Moir, McKane and Taylor (4)
NAYS: None (0)
ABSTENTIONS: Nichols (1)
ABSENT: Christopher and Lee (2)

WRITTEN COMMUNICATIONS

Councilor Walsh read:

- An invitation for an After School Tour on October 20, 2:30 to 4 p.m. to see the POWER Program in action and visit with site coordinators, teachers and students.
- An invitation to the "No Meth – Not In My Neighborhood" breakfast at the Salem Conference Center on October 20 at 7 a.m. focusing on the urgent need for foster care homes in the community.

AGENDA INPUT

November 7, 2005

7:00 p.m. City Council Regular Session

- Revisions to City of Keizer Parking Ordinance
- Zone Change/Subdivision Amendment
Case No. 2005-14 – Public Hearing
- Sign Code Amendment Public Hearing

November 14, 2005

12:00 Noon City Council Work Session

- Tour of Keizer Station

November 21, 2005

5:30 p.m. Urban Renewal Agency

- Major Plan Amendment Public Hearing

7:00 p.m. City Council Regular Session

ADJOURNMENT

Council President Walsh adjourned the meeting at 7:54 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

~ Absent ~
Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

~ Absent ~
Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:
