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 5, 2007
6:50 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. Keizer Urban Renewal Board Appointment

6. **CONSENT CALENDAR**

   a. Approval of June 18, 2007 Agency Minutes

   b. Approval of September 24, 2007 Agency Minutes

7. **OTHER BUSINESS**

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

8 **AGENDA INPUT**

9. **ADJOURN**

[redacted]

URBAN RENEWAL AGENCY MEETING : November 5, 2007

AGENDA ITEM NUMBER:_____________

TO: **CHAIR CHRISTOPHER AND AGENCY MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **KEIZER URBAN RENEWAL BOARD APPOINTMENT**

ISSUE:

In September 2007, Brandon Smith was appointed to fill the vacancy on the City Council. Mr. Smith was serving a three-year term on the Keizer Urban Renewal Board (position number 2) set to expire in February 2008. A press release was distributed requesting interested volunteers to submit applications for this opening. At the October 18th meeting of the Volunteer Coordinating Committee two applications were reviewed. The Committee recommended the appointment of Erick Peterson to fill this vacancy.

RECOMMENDATION:

It is recommended the Agency accept the recommendation of the Volunteer Coordinating Committee and appoint Erick Peterson to position number 2 on the Keizer Urban Renewal Board.

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, June 18, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Agent Christopher called the session to order at 6:34 p.m. Roll Call was taken as follows:

Present:	**Staff:**
Lore Christopher	Chris Eppley, City Manager
Cathy Clark	Susan Gahlsdorf, Finance Director
Richard Walsh	Nate Brown, Community Development
Troy Nichols	Marc Adams, Police Chief
Jim Taylor	Tracy Davis, City Recorder
Jacque Moir	

Absent:
David McKane

PUBLIC TESTIMONY

None

PUBLIC HEARING
a. RESOLUTION ~ Adopting FY 07-08 Urban Renewal Agency Budget, Making Appropriations, and Declaring Tax Increment

Finance Director, Susan Gahlsdorf, reviewed the process undertaken to develop the 2007-2008 Budget offered for approval of the Agency and instructed the Agency as to adjustment options available.

Mayor Christopher opened the Public Hearing. With no testimony, Mayor Christopher closed the Public Hearing.

<u>Agent Walsh moved that the Agency adopt Resolution URA-07 Adopting Fiscal Year 2007-2008 Budget, Making Appropriations, and Declaring Tax Increment. Agent Moir seconded. Motion passed as follows:</u>

AYES: Christopher, Walsh, Nichols, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: McKane (1)

ADMINISTRATIVE ACTION

None

CONSENT CALENDAR

a. RESOLUTION ~ Authorization for Appropriation Transfer
b. Approval of May 21, 2007 Urban Renewal Agency Minutes

Agent Walsh pulled the Minutes from the Consent Calendar as requested by Agent Clark.

Agent Walsh moved for approval of the Resolution (Item A). Agent Moir seconded. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: McKane (1)

The word "project" was corrected on the minutes.

Agent Walsh moved for approval of the May 21, 2007 Minutes as corrected. Agent Moir seconded. Motion passed as follows:

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

AGENDA INPUT

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

APPROVED:

Debbie Lockhart, Deputy City Recorder

Lore Christopher, Chair

AGENCY MEMBERS

~ Absent ~
David McKane

Jacque Moir

Jim Taylor

Cathy Clark

Troy Nichols

Richard Walsh

Minutes approved:

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, September 24, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Agent Christopher called the session to order at 6:16 p.m. Roll Call was taken as follows:

Present:	**Staff:**
Lore Christopher	Chris Eppley, City Manager
Cathy Clark	Susan Gahlsdorf, Finance Director
Richard Walsh	Nate Brown, Community Development
David McKane	Marc Adams, Police Chief
Jim Taylor	Tracy Davis, City Recorder
Jacque Moir	

Absent:
Agency Position #2 Vacant

ADMINISTRATIVE ACTION
a. 45th Parallel Monument

Community Development Director, Nate Brown, explained that funding for the 45th Parallel Monument had informally come before the Keizer Urban Renewal Board but that members of the Board felt that, although the project may be worthwhile, it did not meet what was anticipated in the funding package in the last amendment. He noted that another funding option would be the contingency fund. The amount is approximately $8,000.

Stuart Crosby, representing KURB, confirmed Mr. Brown's comments regarding the position of the board and urged the agency to find another source of funding for this project.

Discussion followed regarding the location of the monument and district focal points.

<u>Agent Walsh moved that the Urban Renewal Agency NOT fund this project but make a recommendation to the City Council to fund the project through the General Fund Contingency Fund. Councilor McKane seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Walsh, McKane, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0) Agency Position #2 Vacant

CONSENT CALENDAR None

AGENDA INPUT None

ADJOURNMENT The meeting was adjourned at 6:25 p.m.

APPROVED:

Debbie Lockhart, Deputy City Recorder

Lore Christopher, Chair

AGENCY MEMBERS

David McKane

Jacque Moir

Jim Taylor

Cathy Clark

Agency Position #2 Vacant

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 5, 2007
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

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. **PUBLIC HEARINGS**

   a. **Keizer Station Plan - Area B Master Plan (cont from 10/15/07)**

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Authorizing City Manager to Enter Agreement with Gelco Construction for Dearborn Avenue Storm Drain Improvements**

   b. **RESOLUTION – Authorization for Appropriation Transfer (Holiday Decorations)**

   c. **ORDINANCE – Keizer Park Regulations – Amending Park Hours**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing the City Manager to Enter Lease Agreement for Keizer Police Motorcycle**

   b. **RESOLUTION – Initiating Craftsman Ridge Street Lighting District**

   c. **RESOLUTION – Repealing Administrative Fee for Formation and Maintenance of Street Lighting Districts (R2002-1335)**

   d. **Plaza Morelia - Change of Liquor License – New Location**

   e. **Approval of September 24, 2007 City Council Special Session Minutes**

   f. **Approval of October 1, 2007 City Council Regular Session Minutes**

   g. **Approval of October 8, 2007 City Council/Planning Commission Work Session Minutes**

   h. **Approval of October 15, 2007 City Council/Civic Center Task Force/Parks Advisory Board Special Session Minutes**

i. Approval of October 15, 2007 City Council Regular Session Minutes

j. Approval of October 22, 2007 City Council/Parks Advisory Board Work Session Minutes

8. <u>COMMITTEE REPORTS</u>

a. Volunteer of the Quarter Award – Paul Morgan, Program Manager for Keizer Community Food Bank

b. <u>RESOLUTION</u> – Accepting Final Report and Discharge of Special Task Force

c. <u>RESOLUTION</u> – Accepting Final Report and Discharge Keizer Channel 23 Task Force

d. <u>RESOLUTION</u> – Accepting Final Report and Discharge of RIVERR (Regional Intergovernmental Visions Enhancing River Resources) Task Force

e. Volunteer Coordinating Committee Recommendations for Appointments
- **Keizer Planning Commission**
- **Keizer Points of Interest Committee**
- **Keizer Budget Committee**
- **Keizer Bikeways Committee**
- **Keizer Traffic Safety Commission**

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

a. New Business or Old Business Issues

10. <u>WRITTEN COMMUNICATIONS</u>
To inform the Council of significant written communications.

11. <u>AGENDA INPUT</u>
<u>November 13, 2007 (Tuesday)</u>
<u>12:00 p.m. (Noon) City Council/Planning Commission Work Session</u>
- **Infill Development Discussion**

<u>November 19, 2007</u>
<u>7:00 p.m. City Council Regular Session</u>
<u>December 3, 2007</u>
<u>6:15 p.m. City Council Work Session</u>
- **Allocation of 911 Tax**

<u>7:00 p.m. City Council Regular Session</u>
- **Keizer Station Assessment Public Hearing**

12. <u>ADJOURNMENT</u>

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***KEIZER STATION PLAN – AREA B MASTER PLAN PUBLIC HEARING***

The public hearing for Area B Master Plan (Keizer Station Plan) has been continued to tonight's meeting. As you know, this public hearing has been continued twice. The reason for this is on-going negotiation between private property owners which will substantially affect the master plan to be submitted. As of the printing of this staff report, we have received formal information that the property owners have reached a formal agreement. However, we will not know how to advise Council on whether to continue the public hearing or have the master plan actually withdrawn.

I hope we will have further information by the time of the Council meeting. At that point, we will determine whether to continue the hearing to a date certain or to have the master plan application withdrawn. Please contact me if you have any questions in this regard. Thank you.

ESJ/tmh

CITY COUNCIL MEETING: <u>November 5, 2007</u>

AGENDA ITEM NUMBER:___________

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

THROUGH: **CHRIS EPPLEY, CITY MANAGER**

FROM: **ROB KISSLER, PUBLIC WORKS DIRECTOR**
WILLIAM I. PETERSON, CITY ENGINEER

SUBJECT: **DEARBORN AVENUE STORM DRAINAGE IMPROVEMENTS**

BACKGROUND:

The Public Works Department is beginning the improvements along Dearborn NE to convert the rural street design to full urban standards. The new improvements will consist of separated sidewalks, bike paths, curbs, pavement overlay, trees, landscaping features and storm drainage. The storm drainage system will be a unique design to providing water quality prior to discharging into Claggett Creek to assist the City in meeting our Storm Water Management Program.

Public Works conducted three open houses on this project with neighbors to identify all issues. Parking loss became a significant issue, however staff believes all parking issues have been resolved, but will continue to work with residents on potential future construction issues.

The first phase of improvements is the storm water system which will begin at Claggett Creek Park and continue west to River Road. Construction will begin approximately November 26, 2007 with 90days allowed for completion. Dearborn will be closed to thru traffic during construction but open to local access only.

On October 16, 2007 bids were received and opened for the construction of the Dearborn Avenue Storm Drainage Improvements.

<u>The Work is Summarized as Follows</u>:
Approximately 2,100 Linear Feet of 15" Storm Drain Pipe, 725 Linear Feet of 12" Storm Drain Pipe, Laterals, Sawcutting, Trench Excavation, Bedding, and Backfill, HMAC Pavement Patching, Manholes, Fittings, and Appurtenances common to Storm Drainage Improvement Projects.

<u>Basis of Award:</u>
The Contract shall be awarded to the lowest bid received from a responsive and responsible Bidder. The OWNER reserves the right to postpone award 45 days from the opening of bids, to reject any bid not in conformance with all prescribed public bidding procedures and requirements, and may reject, for good cause, any or all bids upon a finding by the OWNER that it is in the public interest to do so.

All bids were received on time and have been certified by the City Engineer. After bid certification, the low bidder on this project is Gelco Construction Co., for a total amount of $223,848.45. The average of the three low bids was $266,513.82. The highest bid received was $411,093.00. The estimate for this project was $323,019.19.

FISCAL IMPACT:

Funds for this project are available in the Public Works Street Fund line item 93 and from the Oregon Department of Transportation Bike and Pedestrian Grant Program.

RECOMMENDATIONS:

It is recommended the City Council adopt the attached Resolution authorizing the City Manager to enter into a contract awarding the project to the low bidder, Gelco Construction Co, for a total cost of $223,848.45. Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007 - _____

AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT WITH GELCO CONSTRUCTION FOR DEARBORN AVENUE STORM DRAIN IMPROVEMENTS

WHEREAS, the City of Keizer has initiated plans for improvements along Dearborn Avenue NE (between River Road N and Verda Lane) to convert the stret from rural to full urban standards. These improvements will consist of separated sidewalks, bike paths, curbs, pavement overlay, trees, landscaping features, and storm drainage ;

WHEREAS, the first phase of these improvements will be the storm water system, which will begin at Claggett Creek Park and continue west to River Road North;

WHEREAS, on October 16th bids for this project were received and opened. Gelco Construction submitted the low bid for a total amount of $223,848.45. This bid has been reviewed and certified by the City Engineer. NOW THEREFORE;

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to enter into an agreement with Gelco Construction for a total cost of $223,848.45 to complete the storm water system improvements on Dearborn Avenue between Claggett Creek Park and River Road N.

PASSED this _____ day of __________________, 2007.

SIGNED this _____ day of __________________, 2007.

____
Mayor

____
City Recorder

COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:______________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR

SUBJECT: Authorization for Appropriation Transfer

ISSUE: Oregon Budget Law allows for the transfer of appropriation within a fund during the fiscal year (ORS 294.450).

On Monday, October 15, 2007, the City Council received testimony from Keizer Chamber of Commerce representatives requesting funds for holiday decorations. They requested the following for the 2007/2008 fiscal year:

10 older decorations refurbished	$2,500.00
Lights/bulbs replaced	350.00
Wire extensions for Holiday Tree 48 @ $8.05 each	386.40
Total	$3,236.40

Additionally the Chamber is requesting funds over the next three budget cycles at an annual expense of $2,500 - $3,000 for similar expenses.

FISCAL IMPACT: A $3,300 expenditure reduces the General Fund contingency from $139,900 to $136,600.

RECOMMENDATION: Staff recommends Council adopt the attached resolution authorizing reimbursement for expenditures, up to $3,300, if it so chooses. Staff further recommends Council direct staff to include a place holder in the 2008-2009 budget for holiday decorations, if it so chooses.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZATION FOR APPROPRIATION TRANSFER

WHEREAS ORS 294.450 allows for the transfer of appropriation authority within a fund;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2008:

General Fund	**Increase**	**Decrease**
Materials & Services	**$3,300**	
Contingency		**$3,300**

The Keizer Chamber of Commerce needs reimbursement from the City of Keizer for the purchase of holiday décor to refurbish older decorations and related expenses.

PASSED this _____ day of __________________, 2007

SIGNED this _____ day of __________________, 2007

____
Mayor

____
City Recorder

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ***ORDINANCE AMENDING KEIZER PARK HOURS***

The current Keizer Parks Regulations state that all parks shall be open from 6:00 a.m. to 6:00 p.m. With the addition of Keizer Rapids Park and with the limited staff available for monitoring the parks, a concern was raised regarding these hours. A substantial amount of the year, these hours mean the park is open during hours that are dusk or even dark. Staff requested that the hours of operation be reviewed.

The Parks and Recreation Advisory Board has considered this matter and recommends that the parks be opened from sunrise to sunset. Though this may require police and other staff to review official sunrise/sunset times to determine if a violation is occurring, staff and the Parks Board believe that this change is appropriate and necessary to protect park patrons and any public property.

RECOMMENDATION:

Adopt the attached Ordinance.

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

ESJ/tmh
attachment

BILL NO. ____ A BILL ORDINANCE NO. 2007-__________

FOR

AN ORDINANCE

AMENDING KEIZER PARKS REGULATIONS REGARDING PARK HOURS; **(AMENDING ORDINANCE NO. 2007-558)**

The City of Keizer ordains as follows:

Section 1. AMENDMENT OF KEIZER PARKS REGULATIONS REGARDING OPEN/CLOSING TIMES. Ordinance No. 2007-558 (Establishing Keizer Parks Regulations) is hereby amended at Section 24, Subsection 1 as follows:

> " (1) Unless modified by the Director, all parks shall be open from ~~6:00 a.m. to 6:00 p.m. during official Pacific Standard Time, and from 6:00 a.m. to 9:00 p.m. during official Pacific Daylight Time~~ sunrise to sunset as determined by the U.S. Naval Observatory (Astronomical Applications Department), unless such Agency no longer provides this service. In such case, the determination of the time of sunrise and sunset shall be pursuant to the appropriate official governmental agency."

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

Section 2. ORDINANCE REMAINS IN EFFECT. Except as amended herein, Ordinance No. 2007-558 (Establishing Keizer Parks Regulations) remains in full force and effect.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its passage.

PASSED this ________ day of ____________________, 2007.

SIGNED this ________ day of ____________________, 2007.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:__________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: H. MARC ADAMS, CHIEF OF POLICE

SUBJECT: LEASE AGREEMENT – HONDA MOTORCYCLE

ISSUE:

The City of Keizer Police Department will be leasing a 2007 Honda Motorcycle for the Traffic Patrol Unit. This is a three-year lease agreement. This unit will replace one of the older motor bikes. The Department previously planned to purchase a new motor bike, however past experience has shown mechanical issues arise during years four and five of ownership. The lease program will provide full warranty coverage for repairs.

FISCAL IMPACT:

Funds ($23,000) were budgeted and approved for the purchase of a new motor bike in the 2007-2008 fiscal year. This agreement will require payments of approximately $7,600 per year over a three year period.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution Authorizing the City Manager to Enter into a Lease Agreement for a 2007 Honda Motorcycle.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007- ____________

AUTHORIZING THE CITY MANAGER TO ENTER AGREEMENT THROUGH AUTO LEASING SPECIALISTS, LLC FOR POLICE MOTORCYCLE

WHEREAS, the City of Keizer wishes to utilize a leasing program for a 2007 Honda Motorcycle, including the necessary equipment;

WHEREAS, the sole vendor for this type of leasing service is Auto Additions of Salem, Oregon, with the financing provided by Auto Leasing Specialists, LLC;

WHEREAS, funding for a new Motorcycle was included in the approved 2007-2008 fiscal year budget and will be included in the budget for the next two fiscal years; NOW, THEREFORE

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to execute a lease agreement, which by this reference are made a part hereof and attached as exhibits A, through Auto Leasing Specialists, LLC.

PASSED this _____ day of __________________ 2007.

SIGNED this _____ day of __________________ 2007.

____
Mayor

____
City Recorder

VEHICLE RENTAL AGREEMENT

OWNER: Auto Leasing Specialists, LLC
4785 Portland Rd NE
Salem, Oregon 97305
(877) 227-0876 (503) 485-0990

Agreement No.: **1127**

RENTER: Keizer, OR Police Department
930 Chemawa Road NE
Keizer, OR 97307
Phone: (503) 390-3713
Fax: (503) 390-8295

VENDOR: Auto Additions, Inc.
4775 Portland Rd NE
Salem, Oregon 97305
Phone: (503) 393-3910
Fax: (503) 393-7265

EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)

One (1) 2007 Honda ST 1300 P motorcycle as more thoroughly described in Exhibit "A" to the Agreement

Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.

Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.

Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.

Address	City	State	Zip

EQUIPMENT COST – TERM – PAYMENTS

TAXES	**All taxes are the sole responsibility of the Renter.**
RENTAL TERM	**Three (3) annual payments of $7,094.50 per payment.**
PAYMENTS	**$7,094.50 on 11/5/2007, $7094.50 on 11/5/2008 and $7094.50 on 11/5/2009**
PURCHASE OPTION AMOUNT	**Renter may purchase the equipment for its fair market value after timely making all Rental Payments.**

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Owner hereby rents the equipment to Renter for the following purposes and upon the following terms and conditions:

1. **Rental.** Annual mileage is limited to 15,000 miles per vehicle and will be charged $.15 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereof by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
2. **Renewal Term, Rent and Term.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year coterminous with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may hereafter designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due and payable at the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, this Agreement will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement as the case may be **NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be net of all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of set-off, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
3. **Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
4. **Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative nor agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
5. **Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. **OWNER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF RENTER, OR OTHERWISE.** Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. **NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
6. **Return of Equipment:** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the turn in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.
7. **Turn-In-Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid

registration is required. At least fourteen (14) days prior to the end of the Rental Term, Rental will notify Owner in writing of proposed date within such ten (10) day period it intends to turn-in the Equipment. Owner will notify Renter of the designated turn-in location for the Equipment. The Renter will be responsible for transporting the Equipment to the turn-in location.

a. At the time of Equipment turn-in, Owner or its designee will complete the "Condition Report" (part of the Exhibit that is attached hereto). Owner will prepare a Condition Report and accept or reject the Equipment within ten (10) business days of its return to the turn-in-location. If Owner determines that there is Equipment damage in excess of the allowable allowance of $300.00, Owner will present the Condition Report to Renter for signature. If the Equipment is turned in timely and within five (5) business days after receipt or the Condition Report, the Renter signs and returns the Condition Report, paying the amount due as specified therein, the Rental Payments will end, effective as of the date the Condition Report was prepared. If the Equipment is turned-in late or the Condition Report is not timely signed and returned with the amount payable thereon, rental payments will be paid by Renter until the Equipment is turned-in, Condition Report is signed and returned by Renter, and the amount due as specified therein has been paid.

b. Equipment damage: Renter shall return the Equipment in good operating condition, reasonable wear and tear excepted. Lessor's turn-in condition report sets forth Condition Standards that the parties agree to abide by. If the Equipment is not in such condition when returned to Owner, Renter shall pay Owner the costs to Owner to bring the Equipment into compliance with said standards. Furthermore, any collision damage must be reported and accompanied with repair orders. Any Equipment which has been stolen, or has sustained any amount of frame, fire, or water damage, or $1,000.00 or more of cumulative damage, of hail damage in excess of $300.00, or previous damage of $1,000.00 or more, repaired or not, is not eligible for return and shall be purchased by Renter at a price equal to the NADA "blue book" or similar reputable source's retail value of the Equipment in the condition specified by this Agreement. If Owner discovers excessive damage after acceptance of the Equipment, Renter will be notified and it shall be the responsibility of Renter to purchase and pick up the Equipment at a location designated by the Owner.

8. **Inspection:** Owner shall have the right to request and/or read the odometer on an annual basis and to charge the Renter accordingly for excess mileage and to enter the premises where the Equipment is located at all reasonable times, to inspect the Equipment. Owner shall have the right to review all maintenance records, and otherwise determine Renter's compliance with the terms of this Agreement.
9. **Alterations:** Renter shall make no alterations or affix any attachments to the Equipment without the prior written consent of the Owner.
10. **Third-Party Injury:** Owner shall not be liable to any injury to any person or damage to property resulting directly from the operation or use of the Equipment, Rental shall indemnify and save the Owner and its assignee(s) harmless from and against any loss, damage, liability, or expense (including attorney's fees) claimed with respect to injury to any person or damage to property resulting from the operation or use of the Equipment.
11. **Title:** Title to the Equipment shall at all times be titled in the name of the Owner as lessor and the Renter as lessee, with the Owner or its assigns having a first security interest as first priority lien holder. The Equipment is, and will remain, personal property and will not be affixed or attached to real estate or any building thereon. Renter agrees to affix to the Equipment a tag, if provided by Owner, stating Owner's interest in the Equipment. Upon termination of the Agreement for any reason, full and unencumbered legal title to the Equipment then subject to this Agreement shall pass to Owner. In such event Renter shall execute and deliver to Owner such documents as Owner may request to evidence the passage of legal title to each item of Equipment to Owner and the termination of Renter's interest therein, and upon request by Owner shall deliver possession of each item of Equipment to Owner.
12. **Security Interest:** Owner shall have and retain a security interest in each item of Equipment subject to this Agreement, the proceeds thereof, and all repairs, replacements, substitutions, and modifications thereto or thereof, including any proceeds, in order to secure Renter's payment of all Payments due during the Term of the Agreement with respect thereto, and the performance of all other obligations required to be performed by Renter. Owner shall have authority, upon filing of the Manufacturer's Certificate of Origin for the Equipment with the State Department of Motor Vehicles to require the Department note Owner's security interest on its records and the Certificate of Title for the Equipment, Owner may execute and file such financing statements and other documents to establish and maintain a valid security interest in the Equipment. If requested by Owner, Rental shall conspicuously mark each item of Equipment with appropriate lettering, labels or tags, and maintain such markings during the term of this Agreement with respect thereto, so as to clearly disclose Owner's security interest in the Equipment.
13. **Miscellaneous:** Renter shall furnish and permit only qualified, trained, safe, licensed driver(s) whom it duly authorize(s) to operate the Equipment, all such driver(s) being the agent(s) of Renter and not the agent(s) employee(s), or representative(s) of Owner. Rental shall provide and pay for all fuel necessary to operate the Equipment. Renter shall cause the Equipment to be duly licensed as required by any state in which it is operated and further, it shall cause the Equipment to be duly certified for operation but not limited to any emission and/or registration requirements. Renter, at its sole expense, shall maintain the Equipment in good condition and state of repair, in all cases strictly in compliance with the manufacturer or vendor's specifications and recommendations and consistent with all requirements to keep all manufacturer's or other warranties fully enforceable. Renter shall not permit any warranty on the Equipment to become unenforceable. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated, and Renter shall be responsible for these charges. Renter shall cause each item of Equipment to be inspected as required by the laws of the state in which such Equipment is located.
14. **Location.** Renter shall not move the Equipment from the location noted in this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld. Owner shall have the right from time to time during normal business hours to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition, and proper maintenance of the Equipment.
15. **Use, Maintenance and Repair.** Renter shall use the Equipment in the manner for which it was designed and intended, solely for Renter's business purposes, in accordance with all applicable manufacturer and Vendor manuals and instructions and in compliance with all applicable laws, regulations and orders. Renter, at Renter's own cost and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted and shall furnish all parts, mechanisms, devices and servicing required therefore. All replacement parts and repairs at any time made to or placed upon the Equipment shall become the property of Owner. Renter may, with Owner's prior written consent, make such alterations, modifications or additions to the Equipment as Renter may deem desirable in the conduct of its business, provided the same shall not diminish the value or utility of the Equipment or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return to Owner of Equipment as to which such alterations, modifications or additions have been made, Renter shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted and, if not so removed, title thereto shall automatically vest in Owner.
16. **Taxes.** Unless otherwise indicated, the rent is net of any and all taxes. Renter shall pay directly, reimburse or pay to Owner, all license and registration fees, assessments, stamp and documentary taxes, sale and use taxes, personal property taxes, gross receipts taxes, excise taxes, ad valorem and all other taxes and charges, however designated, which may now or hereafter, during the term of this Agreement, be imposed by any governmental body or agency upon this Agreement or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Owner or Renter and whether due before or after termination of this Agreement; excluding, however, all taxes on or measured by the net income of Owner. Owner shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Agreement, buy may do so strictly as an accommodation to Renter and shall not be liable or accountable to Renter therefore.
17. **Additional Covenants.** To the extent permitted by the laws and Constitution of the State in which Renter is located, Renter shall protect, hold harmless Owner from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The assurance arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Rental Term for any reason. Renter agrees not to withhold or abate any portion of the payments to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment, provided, however, that Renter shall not be required to indemnify Owner for any claims and damages caused by Owner's negligence or willful conduct.
18. **Loss or Damage.** Renter hereby assumes and shall bear the entire risk of loss (including theft and requisition of use) or destruction of or damage to the Equipment from any and every cause whatsoever, whether or not insured, until the Equipment is returned to the

location specified by Owner. No such loss or damage shall relieve Renter from any obligation under this Agreement, which shall continue in full force and effect, including but not limited to the obligation to make Rental Payments in the event of damage to or loss or destruction of the Equipment (or any item thereof), Renter shall promptly notify Owner in writing of such fact and shall, at the option of Renter, (a) place the same in good repair, condition and working order; (b) replace the Equipment with like personal property in good repair, condition and working order and provide Owner with a first priority security interest in and to such replacement property to Owner, whereupon such property shall be subject to this Agreement and be deemed the Equipment for the purposes hereof; or (c) pay to Owner the total of unpaid Rent for the remainder of the entire Rental Term plus the estimated fair market value of the Equipment at the end of the entire Rental Term, discounted at the current rate for United States Treasury Bills having maturing at the end of the entire term, whereupon this Agreement shall terminate with respect thereto. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the then unpaid obligations of Renter to Owner, if not already paid by Renter, or, if already paid by Renter, to reimburse Renter for such payment; or, in the event option (a) or (b) is elected, to reimburse Renter for the costs of repairing, restoring or replacing the Equipment upon receipt by Owner of evidence, satisfactory to Owner, that such repair, restoration or replacement has been effected.

19. **Insurance.** At its own expense Renter shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Owner that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full insurable value (meaning the original Equipment cost), and to protect Owner from liability in all events. All insurance proceeds from casualty losses shall be payable as provided herein. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term (Acord Form 27 or its equivalent). Alternatively, Renter may insure the Equipment under a blanket policy or policies, which cover not only the Equipment but also other properties. If Renter shall insure similar properties by self-insurance, Renter will insure the Equipment by means of an adequate insurance fund. All insurance shall name Renter and Owner as insureds and loss payees as their respective interest may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Owner in the event of modification, cancellation or expiration. Renter shall pay all deductibles.

20. **Collection, Expenses, Interest and Advances.** Should Renter fail to pay any part of the rent herein reserved or any other sum required to be paid by Renter to Owner hereunder, Renter shall pay Owner interest on such delinquent payment at eighteen (18) percent per annum or the highest legal contract rate, whichever is less, from the date when such payment was due until paid and the expenses of any collection agency or service employed by Owner to collect said payments. In the event Owner employs the services of any attorney to enforce any of the terms of this Agreement, Renter shall pay reasonable attorney's fees, costs and expenses so incurred by Owner. All advances made by Owner to preserve the Equipment of to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Renter to Owner together with interest thereon at eighteen (18) percent per annum or the highest legal contract rate, whichever is less until paid.

21. **Default.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Renter's failure to pay any rent or other sum due Owner as herein provided within ten (10) days after the due date thereof; (b) Renter's failure to observe, keep or perform any other term, covenant or condition of this Agreement and such failure continues for twenty (20) days following receipt of written notice thereof from Owner; (c) a writ of attachment of execution be levied upon the Equipment or any item thereof and is not released or satisfied within ten (10) days; (d) the filing by or against Renter of a petition under the Bankruptcy Code or any amendment thereto or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Renter for the benefit of creditors, appointment of a receiver or trustee for Renter or for Renter's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Renter, or Renter ceases its political or corporate existence; (f) any representation or warranty made by Renter herein or in any document delivered to Owner in connection herewith shall prove to have been false or misleading in any material respect; or (g) Renter being in default under any other Rental or other contract with Owner.

22. **Remedies.** Upon the occurrence of an event of default, Owner may exercise, at its sole discretion, any one or more of the following remedies; (a) by written notice to Renter declare the entire unpaid rent for the full Rental Term immediately due and payable, if allowed by local law, whereupon the same shall become immediately due and payable without further notice of demand; (b) proceed by appropriate court action to enforce performance by Renter of the applicable covenant or to recover damage for the breach thereof; (c) sue for and recover all rent and other payments then accrued or thereafter accruing under this Agreement; (d) terminate this Agreement by written notice to Renter, whereupon all rights of Renter in and to the Equipment shall terminate and Renter shall return the Equipment to Owner as provided herein, hereof; (e) require Renter to return the Equipment and if not so returned, Owner may personally, or by its agents, and with or without legal process, enter upon the premises where the Equipment is located and repossess the Equipment free from all claims by Renter and without liability for trespass or any damage occasioned by such taking of possession, but such return or repossession of the Equipment shall not constitute a termination of this Agreement unless Owner expressly so notifies Renter in writing; (f) with respect to Equipment returned to or repossessed by Owner, and unless Owner has terminated this Agreement, Owner will sell or sublease the Equipment, to such persons and upon such terms as Owner may determine, at one or more public or private sales and with or without notice to Renter, and apply the net proceeds thereof after deducting the costs and expenses of such sale or subrental, including, but not limited to, costs of repossession, transportation, storage, any necessary repairs and broker's fees, to Renter's obligations hereunder with Renter remaining liable for any deficiency and with any excess retained by Owner. The proceeds of a subrental for all or any item of Equipment shall be the amount reasonably assigned by Owner as the rental value of such Equipment for the remainder of the Rental Term. In the event of a sale, an amount equal to the estimated fair market value of the Equipment at the end of the originally scheduled Rental Term shall be deducted to arrive at the net proceeds of such sale; or (g) pursue any other remedy at law or in equity. Renter agrees to pay Owner all costs and expenses, including reasonable attorney's fees, costs and expenses incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement. No right or remedy conferred upon or reserved to Owner hereunder is exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and may be enforced separately, concurrently, and from time to time.

23. **Assignments.** Without the prior written consent of Owner, Renter shall not sublet or lend the Equipment or otherwise assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest in this Agreement or in and to the Equipment, or permit any lien, charge or encumbrance thereon. Renter's interest herein is not assignable or transferable by operation of law; Renter will not relinquish possession and use of or abandon the Equipment to any party other than Owner. All rights of Owner in the Equipment and under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Renter, but always, however subject to the rights of Renter under this Agreement. In the event of an assignment by Owner, whether as security for any of its indebtedness or otherwise, no breach or default by Owner hereunder shall excuse performance by Renter of any provision hereof, it being understood that in the event of such default or breach by Owner that Renter shall pursue any rights on account thereof solely against Owner and shall not assert against such assignee any defense, counterclaim, or set-off which Renter may have against Owner. If Renter is given notice of any such assignment, Renter agrees to acknowledge receipt thereof in writing and, if so desired therein, to pay directly to such assignee the rents and other sums payable hereunder so assigned. Subject to the foregoing, this Agreement inures to the benefit of and is a binding upon the legatees, personal representatives, successors and assigns of the parties hereto.

24. **Return of Equipment.** Upon expiration of the Rental Term or other termination pursuant to the terms of this Agreement (except upon purchase by Renter), at the option of the Owner, (i) Renter shall immediately return the Equipment in as good a condition as received, normal wear, tear, and depreciation excepted, to such place within the continental United States as is designated by Owner, or (ii) Owner shall transfer its rights in the Equipment to Renter "as is, with all faults." If shipped, the Equipment shall be properly crated and shipped by such reasonable means as designated by Owner, freight prepaid and properly insured; provided, however, that Owner shall reimburse the excess of such freight expenses to such new location over the cost of such shipment from the then location of the Equipment to Owner's address shown herein. Such shipment shall be f.o.b. destination and the Renter shall bear all costs associated with packing and shipping. The risk of loss shall not be transferred to Owner until the Equipment is received by it. Should Renter not return the Equipment at the end of the Rental Term, unless title is transferred to Renter, Renter shall continue to pay rent to Owner in the sum and on the due dates set out in this Agreement as a month to month rental until returned by Renter or until returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not returned when due.

25. **Owner's Payment.** In the event Renter fails to pay any taxes payable by it hereunder, or other amounts due hereunder, or to procure the insurance required, or to perform any of its obligations under this Agreement, without any obligation to do so, Owner may pay such amounts or perform such obligations. Renter shall reimburse Owner, upon demand, the amount of such payment or cost of such

performance and Renter's failure to do so shall be the same as failure to pay any other payment hereunder. Renter shall pay interest on such unpaid sums as provided herein.

26. **Entire Agreement, Non-Waiver, and Severability.** No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Agreement. No waiver by Owner of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Owner nor shall it be a waiver of any of Owner's rights. Any provisions of this Agreement, which for any reason may be held unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This agreement may be executed in counterparts all of which shall constitute one and the same instrument. The counterpart bearing Owner's signature shall be the sole chattel paper original of this agreement.

27. **Notices.** Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.

28. **Choice of Law.** This agreement shall be binding and effective only when accepted by an officer of Owner at its home office in Salem, Oregon, shall be deemed to have been made in Salem, Oregon and, except for local filing requirements, shall be governed by the construed in accordance with the laws of the State of Owner.

29. **UCC Filings.** Owner and Renter agree that a carbon, photographic or other reproduction of this Agreement may be filed as a security agreement and financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code, where permitted by the laws and Constitution of the State. Renter agrees that Owner may sign and file any financing statement on Renter's behalf and Renter shall execute or obtain and deliver to Owner, upon Owner's request, such instruments, financing statements and assurances, including without limitation waivers of interest of owners or mortgages of real estate upon which Equipment is located, as Owner deems necessary or advisable for the confirmation, protection or perfection of this Agreement and Owner's rights hereunder will pay all costs incident thereto. Owner may file or record a financing statement with respect to this Agreement or the Equipment so as to give notice to any interested parties. Any such execution, delivery, filing or recording shall not be deemed factors in determining whether or not this Agreement in intended to create a security interest under the Uniform Commercial Code.

30. **Warranty of Governmental Purpose.** Renter hereby warrants and represents that the Equipment will be used for governmental purposes only, and not for business (profit or non-profit), personal, and family or household purposes. RENTER ACKNOWLEDGES THAT OWNER HAS RELIED UPON THIS REPRESENTATION IN ENTERING INTO THIS AGREEMENT.

31. **Non-Appropriation.** The Rental Term consists of the Original Term, which is equal to the remaining fiscal year of Renter, and Renewal Terms, each equal to the then current fiscal year of the Renter except the last of such renewal periods, which shall end on the anniversary of the Commencement Date. In the event sufficient funds shall not be appropriated for the payments required to be paid in the next occurring Renewal Terms, and if Renter has no funds legally available for such payments from other sources, then Renter may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Renter shall not be obligated to make payment of the payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Renter agrees to deliver notice to Owner of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such notice of non-appropriation to Owner shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term, if the Renter has so non-appropriated. If this agreement is terminated under this Section due to non-appropriation, Renter agrees, at Renter's cost and expense, peaceably to deliver the Equipment to Owner at the location specified by Owner. To the extent lawful, if Renter shall terminate this Agreement as provided in this Section, Renter shall not, for a period of ninety (90) days after the end or the then current Original Term or Renewal Term, acquire any interest in or, expend any funds for the purchase, lease, rent or use of equipment similar to the Equipment subject to this Agreement.

32. **Finance Rental.** The parties intend that the Owner shall have all benefits of a lessor under a finance lease under the uniform commercial code. Owner did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Renter acknowledges: (a) Renter received a copy of the contract by which Owner acquired the leased property before signing this Agreement, (b) Renter approved said contract as a condition of the effectiveness of this Agreement, (c) prior to signing this Agreement, Renter received a statement designating the vendor promises, warranties and limitations or modifications or remedies, or (d) prior to signing this Agreement, Renter was told that the uniform commercial code - leases, governs this transaction and that Renter may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Renter waives any and all rights and remedies Renter may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

33. **Early Purchase Option.** Renter shall have the option to purchase all (but not less than all) of the Equipment at any time at an option purchase price equal to (i) the unpaid Rent for the remainder of the entire Term (assuming no early termination), plus (ii) the estimated fair market value of the Equipment at the end of the entire term (assuming no early termination), with (i) and (ii) discounted to the date of payments using a discount rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of initial acceptance of the Equipment by the Renter. In addition, Renter will owe all unpaid Rent through the date of payment of the purchase option price and any other amounts due hereunder, plus interest thereon at the rate of 10% per annum. These amounts shall be payable on demand. Any transfer of title to Renter upon exercise of this option shall be without any express or implied warranties from owner or its assigns. As a condition precedent to exercising this purchase option, Renter shall deliver to Owner and its assigns, a termination of any maintenance funding or disbursing obligations related to this Agreement.

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: ______________________________
(Insert name, address, and telephone number)

to issue to you:

a. All risk physical damage insurance on the Equipment reflected by an Evidence of Insurance (Acord Form 27 or equivalent) and Long Form Loss Payable Clause naming Owner designated above and/or its Assigns as an additional insured and loss payee, and

b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or equivalent) naming Owner and/or its assigns as an additional insured and loss payee; or

2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance. Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date: ______________________ By: ______________________
(Authorized Official)

ACCEPTED BY:	Renter acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Renter. Depending on the jurisdiction, this may be the highest elected official.
OWNER: Auto Leasing Specialist LLC **By:** ______________________ Name: Ed Anderson Title: President	**Renter:** ______ By: X Name: Lt Marc Adams Title: Chief of Police Date: ______ Attested By: ______ Name and Title of Attestee: ______ **SEAL**

COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:__________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: INITIATING CRAFTSMAN RIDGE STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

ISSUE:

Shall the City Council initiate Craftsman Ridge Street Lighting Local Improvement District?

DISCUSSION:

A petition was filed on October 1, 2007 by the developer of Craftsman Ridge subdivision to form a local improvement district for street lights in this area of Keizer. The petition contained the required signatures of the property owner as outlined by City of Keizer Ordinance 94-278.

RECOMMENDATION:

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-______

DECLARING THE CITY'S INTENT TO INITIATE A STREET LIGHTING LOCAL IMPROVEMENT DISTRICT (CRAFTSMAN RIDGE) AND DIRECTING THE CITY ENGINEER TO MAKE A SURVEY AND FILE A WRITTEN REPORT WITH THE CITY RECORDER

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

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

NOW, THEREFORE,

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

1. The City Council declares its intent to initiate Craftsman Ridge Street Lighting Local Improvement District;
2. The map attached hereto, marked Exhibit "A", and by this reference incorporated herein sets forth the proposed boundaries of the district;
3. The City Engineer is hereby directed to make a survey of the District;
4. The City Engineer shall file a written report with the City Recorder to be considered by the City Council on December 3, 2007.

PASSED this ____ day of ____________________, 2007.

SIGNED this ____ day of ____________________, 2007.

____
Mayor

____
City Recorder

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT FOR STREET LIGHTING

To the City Council for the City of Keizer:

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

Craftsman Ridge Subdivision

within the City of Keizer.

The legal description of the proposed district is:

Parcel 1 of Partition Plat #2007-2 as Recorded in Reel 2757, Page 473 in Marion Co.

PLEASE ATTACH A MAP OF THE AREA

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

PETITION SUBMITTED BY:

NAME: Lowery Development LLC [signature] Managing Member

ADDRESS: 869 Crystal Springs Lane N. Keizer 97303

PHONE NUMBER: 503-551-8385

DATE	~~DEED HOLDER/~~CONTRACT BUYER	SIGNATURE	ADDRESS OF PROPERTY (IF VACANT - LOT NUMBER/SECTION)
10/1/07	Lowery Dev. LLC	[signature] Managing Member	184 ~~Bell~~ Terrace

LEGEND

LINE TYPES

TAX LOT BOUNDARY — OLD PROPERTY LINE

ROAD RIGHT-OF-WAY — VACATED RIGHT-OF-WAY

RAILROAD — RAILROAD RIGHT-OF-WAY

STREAM, LAKE, ETC. TAX LOT BOUNDARY — STREAM, LAKE, ETC. NON-BOUNDARY

SUBDIVISION BOUNDARY — PARTITION PLAT BDY.

TAX CODE BOUNDARY — EASEMENT

SYMBOL TYPES

D.L.C.

CONTROL POINTS

SURVEY MONUMENTS

G.L.O. CORNERS

SECTION — 1/4 SEC — 1/16 SEC

NUMBERS

TAX CODE NO.

000 00 00 0

ACREAGE - ALL ACREAGES EXCLUDE ANY PORTION THAT MAY LIE WITHIN THE INDICATED PUBLIC RIGHT OF WAYS.

TICK MARKS - WHEN A TICK MARK IS INDICATED ON THE EXTENSION OF A LINE, THEN THE DIMENSION GOES TO THE TICK MARK. GENERALLY THIS IS USED WHEN DIMENSIONS GO INTO PUBLIC RIGHT OF WAYS.

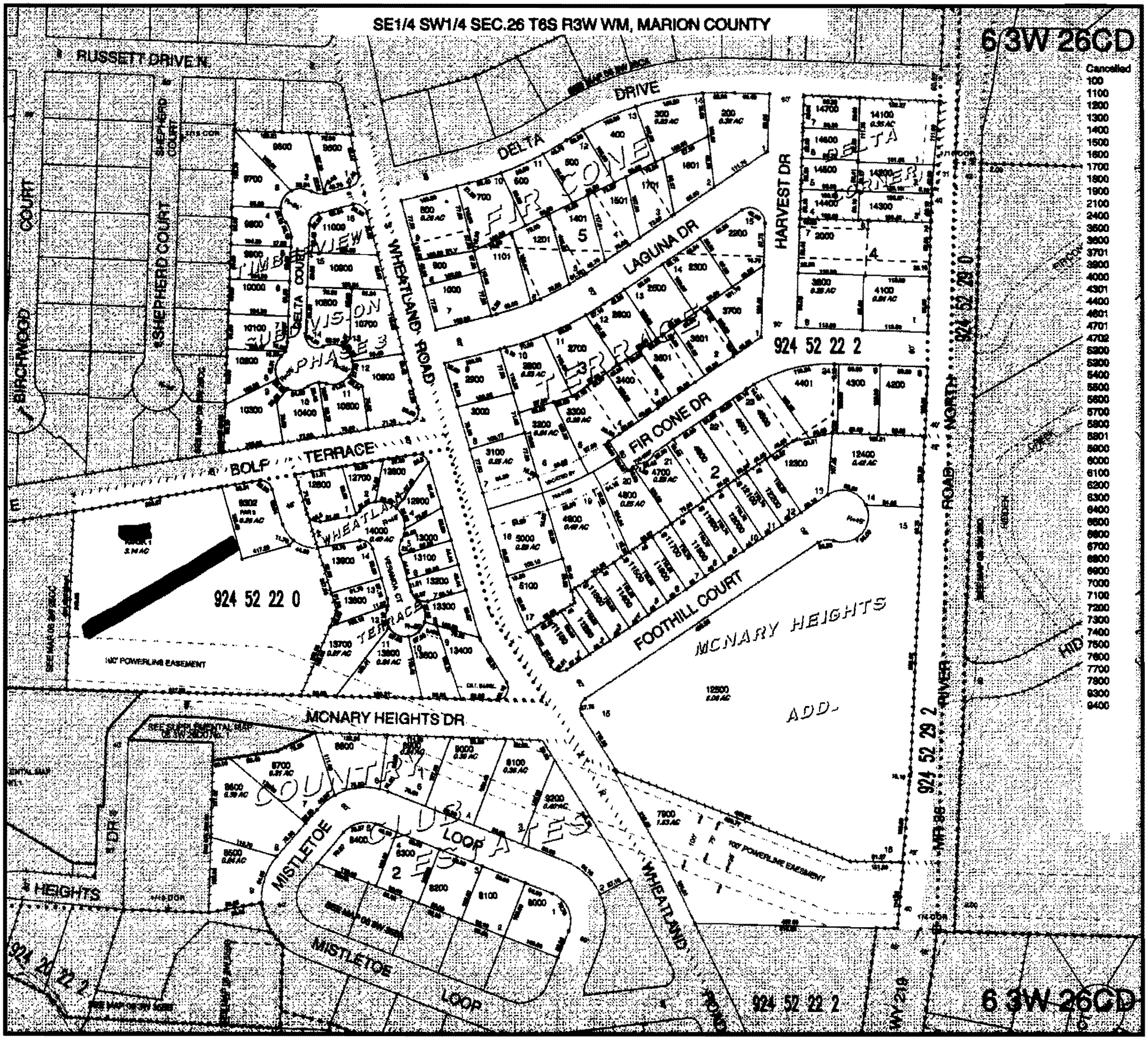
ARROWS ARE USED WITH DIMENSIONS IN AREAS OF GREATER COMPLEXITY.

NOTICE: This map was created for Assessor's Office use ONLY.

Assessor "We Care" GIS Geographic Information System

SCALE 1" = 100'
or 1:1200

Plot file created: August 10, 2007



CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***STREET LIGHTING DISTRICT ADMINISTRATIVE FEES (REPEALING RESOLUTION R2002-1335)***

At the August 20, 2007 meeting, the annual certification of street lighting districts was approved by the Council. In the staff report, the Finance Director indicated that Resolution R2002-1335 requiring a $6.90 per lot administrative fee was no longer needed. Therefore the old resolution should be repealed. However, there was no repealing resolution included in the packet and the certification resolution alone was adopted.

Pursuant to the street lighting district ordinance, the administrative fee is calculated each year based on actual costs for the assessment and certification process. There is no need to have a separate resolution setting the administrative fee. Therefore, we have attached a Resolution repealing Resolution R2002-1335. We have also attached a copy of Resolution R2002-1335.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2002- 1335

ESTABLISHING THE ADMINISTRATIVE COSTS FOR THE FORMATION AND MAINTEANCE OF STREET LIGHTING DISTRICTS

(REPEALING R99-1106)

WHEREAS, In 1994 an Ordinance was adopted by the Keizer City Council providing for procedures for Municipal Lighting Districts and Special Assessments. This ordinance established an administrative fee which is equal to the actual costs of the administration of the districts; NOW, THEREFORE,

BE IT RESOLVED that the City Council hereby determines that the administrative fee for the formation and maintenance of the Municipal Lighting Districts shall be $6.90 per lot.

BE IT FURTHER RESOLVED that this matter shall be reviewed on an annual basis prior to the certification of the assessments;

BE IT FURTHER RESOLVED that Resolution R99-1106 is hereby repealed in its entirety.

PASSED this 3rd day of June, 2002.

SIGNED this 3rd day of June, 2002.

Christopher

Mayor

Tracy L. Davis

City Recorder

FMAGIC

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

REPEALING RESOLUTION R2002-1335 (ESTABLISHING THE ADMINISTRATIVE COSTS FOR THE FORMATION AND MAINTENANCE OF STREET LIGHTING DISTRICTS)

WHEREAS, Ordinance No. 94-278 provides procedures for Municipal Lighting Districts and Special Assessments and provides that the administrative fee shall be equal to the actual costs of the administration of the districts;

WHEREAS, Resolution R2002-1335 established the administrative costs for the formation and maintenance of street lighting districts at $6.90 per lot in 2002;

WHEREAS, Resolution R2002-1335 (Establishing the Administrative Costs for the Formation and Maintenance of Street Lighting Districts) is no longer required as the administrative costs are now incorporated into the annual certification of lighting district assessment as provided by Ordinance No. 94-278;

NOW, THEREFORE,

///

///

///

///

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2002-1335 is hereby repealed in its entirety.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

CITY COUNCIL MEETING: November 5, 2007

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **PLAZA MORELIA**
CHANGE OF LOCATION

BACKGROUND:

On October 16, 2007 an application was received from Cesar Vallejo requesting City approval of a change of location for the liquor license for Plaza Morelia currently located at 3877 River Road N, Keizer, Oregon. The City of Keizer Ordinance indicates the Council must review the requested change; however no public hearing is required.

Plaza Morelia wishes to relocate their establishment to 3391 River Road N, Keizer. The Keizer Community Development Department notes this location is zoned appropriately and has no comment on the request.

Due to the nature of the request (change of location only), the applicants were not requested to appear before the Council.

RECOMMENDATION:

It is recommended the City Council review the application and forward a recommendation for approval to the Oregon Liquor Control Commission for the change of location for Plaza Morelia.

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales ($402.60/yr)
  - ☐ Commercial Establishment
  - ☐ Caterer
  - ☐ Passenger Carrier
  - ☐ Other Public Location
  - ☐ Private Club
- ☐ Limited On-Premises Sales ($202.60/yr)
- ☑ Off-Premises Sales ($100/yr)
  - ☐ with Fuel Pumps
- ☐ Brewery Public House ($252.60)
- ☐ Winery ($250/yr)
- ☐ Other: ______

ACTIONS

- ☐ Change Ownership
- ☐ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☑ Other Change of Location

Applying as:

☑ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

FOR CITY AND COUNTY USE ONLY

The city council or county commission:

______ (name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By: ______ (signature) (date)

Name: ______

Title: ______

OLCC USE ONLY

Application Rec'd by: OLCC

Date: 10/17/07

90-day authority: ☐ Yes ☐ No

1. Applicant(s): [See SECTION 1 of the Guide]

① Leodegario Vallejo ③ ______

② Edelmira Vallejo ④ ______

2. Trade Name (dba): Plaza Mòrelia

3. Business Location: 3391 River Rd N. (number, street, rural route) Keizer (city) Marion (county) OR (state) 97303 (ZIP code)

4. Business Mailing Address: Same (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-304-4356 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐Yes ☑No

7. If yes to whom: n/a Type of License: n/a

8. Former Business Name: n/a

9. Will you have a manager? ☐Yes ☑No Name: n/a (manager must fill out an individual history form)

10. What is the local governing body where your business is located? City of Keizer (name of city or county)

11. Contact person for this application: Cesar Vallejo (name) 503-798-3147 (phone number(s))

3391 River Rd, Keizer OR 97303 (address) n/a (fax number) n/a (e-mail address)

RECEIVED
OREGON LIQUOR CONTROL COMMISSION
OCT 17 2007
SALEM REGIONAL OFFICE

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

Applicant(s) Signature(s) and Date:

① Leodegario Vallejo C. Date 10/16/07 ③ ______ Date ______

② Edelmira Pacheco Date 10/16/07 ④ ______ Date ______

1-800-452-OLCC (6522)

www.olcc.state.or.us

OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Leodegario + Edelmira Vallejo Phone: 503-304-4356

Trade Name (dba): Plaza Morelia

Business Location Address: 3391 River Rd NE

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Day		
Sunday	10:00am to	8:00pm
Monday	10:00am to	10:00pm
Tuesday		to
Wednesday		to
Thursday		to
Friday		to
Saturday		to

Outdoor Area Hours: n/a

Day		
Sunday		to
Monday		to
Tuesday		to
Wednesday		to
Thursday		to
Friday		to
Saturday		to

The outdoor area is used for: n/a

- ☐ Food service Hours: ________ to ________
- ☐ Alcohol service Hours: ________ to ________
- ☐ Enclosed, how ________

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

________ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☑ No If yes, explain: ________

ENTERTAINMENT

Check all that apply: n/a

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: ________

DAYS & HOURS OF LIVE OR DJ MUSIC

n/a

Day		
Sunday		to
Monday		to
Tuesday		to
Wednesday		to
Thursday		to
Friday		to
Saturday		to

SEATING COUNT

n/a

Restaurant: ________ Outdoor: ________

Lounge: ________ Other (explain): ________

Banquet: ________ Total Seating: ________

OLCC USE ONLY

Investigator Verified Seating: ✓ (Y) ____ (N)

Investigator Initials: GD

Date: 10/17/07

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

Applicant Signature: Leo Leodegario Vallejo C. Edel Edelmira Pacheco **Date:** 10/16/07

1-800-452-OLCC (6522)

www.olcc.state.or.us

(rev. 04/03)

MINUTES
KEIZER CITY COUNCIL
Monday, September 24, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:02 pm. Roll Call was taken as follows:

Present:	Staff:
Mayor Lore Christopher	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Community Development
Jacque Moir, Councilor	
Cathy Clark, Councilor	Rob Kissler, Public Works
David McKane, Councilor	Marc Adams, Chief of Police
Position #2 Vacant	Debbie Lockhart, Deputy City Recorder
Alex James, Student Councilor	

Mayor Christopher introduced the new Student Councilor, Alex James. He explained that he began in the Salem Area Chamber of Commerce Leadership Program in order to become active in the community and after serving one year has been given the privilege to serve as the Student Councilor for Keizer.

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Mayor Christopher noted that the Public Hearing on Keizer Station Area B Master Plan had been postponed to October 15.

Christine Dieker, Keizer, representing the Parks Advisory Board, reported on Parks Board activities including work on updating the Master Plan and offered the following anticipated timeline for approval:

- October 9 Parks Board meeting: Final review and acceptance
- October 22 Parks Board/Council Work Session to review document
- November 5 City Council Public Hearing

Additionally, Ms. Dieker reported on Park Board discussions with interested citizens, activities of Keizer Rapids Park work groups, investigation into the formation of a Park Foundation and Board support for the Willamette River United Act. In conclusion, Ms. Dieker noted that she is working on development of a citizen "Park Patrol" and encouraged citizens interested in participating to contact her. Citizens interested in volunteering at the park in other areas should contact the Public Works Department at the City.

Jerry McGee, Keizer, representing Keizer Points of Interest Committee (KPIC) reviewed activities of the committee highlighting completed projects, including signage throughout the city and the donation land act monument. He reviewed planned projects such as establishment of land claim corners (5) along River Road, a monument showing the flood levels of the Willamette since 1860, a legend sign at the residence of Marie Dorian, a bronze bust of Charles McNary, heritage tree project and geocaching of historical sites in Keizer. He reviewed in detail plans for the Wallace House site and the veterans' memorial featuring a statue of Captain Thomas Dove Keizer and added that the "Lost Train of Labish" project has been placed on hold pending receipt of more information. The Oral History project has been "furloughed" because it has proven to be too big and unmanageable for the committee to handle. And finally, Mr. McGee requested a decision regarding funding of the 45th Parallel monument with Urban Renewal Agency funding through River Road Renaissance project criteria. Following discussion, <u>Council agreed to schedule an Urban Renewal Agency meeting for 6:15 on September 24, prior to the Special Session.</u>

Councilor Clark interjected that Mr. McGee would be a featured speaker at the upcoming OMPOC (Oregon Municipal Planning Organization Consortium) symposium dinner on Friday, October 12.

Doug Schneider, Keizer, representing the Planning Commission reported on activities of the Planning Commission, highlighting the upcoming Public Hearing for Text Amendments and the joint work session focusing on infill issues. He noted that the Commission is also involved in the Technical Advisory Committee update of the Transportation System Plan. Discussion followed regarding concerns on widths of the city's streets and north/south corridors.

PUBLIC HEARING
a. Keizer Station Area B Master Plan

City Attorney Shannon Johnson explained that although the Public Hearing was being postponed, testimony would be allowed with the hearing being continued until October 15. He explained that although notice was given, the draft staff report was not ready for issuance due some issues that needed to be worked through.

Mayor Christopher opened the Public Hearing.

Beth Daniell, Keizer, president of the Gubser Neighborhood Association, voiced concern on behalf of the association regarding the possibility of placement of a gas station on the corner of McLeod and Lockhaven Drive. She noted that she had been given a copy of the code which prohibits certain uses for Area B including a gas station and she would take this information to the Association meeting on Thursday. Additionally, at this meeting, the featured speaker would be Richard Walsh speaking about Keizer Rapids Park.

<u>Council agreed by consensus to continue the public hearing to October 15.</u>

Mayor Christopher continued the Public Hearing to October 15.

b. RESOLUTION ~ Forming Keizer Station Village Centers Area A Street Lighting District

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Keizer Station Village Center Area A Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Christopher opened the Public Hearing.
With no testimony, Mayor Christopher closed the Public Hearing.

<u>Councilor Walsh moved to adopt Resolution R2007 Forming Keizer Station Village Centers Area A Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Walsh, McKane, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
Position #2 Vacant (1)

ORDINANCE ~ Spreading Assessments to Keizer Station Village Centers Area A Street Lighting District

<u>Councilor Walsh moved to adopt Ordinance Number 2007 Spreading Assessments to Keizer Station Village Centers Area A Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Walsh, McKane, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)
Position #2 Vacant (1)

ADMINISTRATIVE ACTION

Council President Walsh chaired the Administrative Action portion of the meeting.

a. ORDER ~ In the Matter of the Application of Lowery Development

City Attorney, Shannon Johnson, noted that this matter was before Council at the last meeting in the form of a Public Hearing and that Council had directed him to prepare the appropriate order adopting the Hearings Officer's decision. It is before Council for consideration. Public Works Director, Rob Kissler, fielded questions regarding traffic control

LLC – Case No. 2007-26

devices in this subdivision. He assured Council that stop signs at two locations would be the most practical and provide necessary safety to the subdivision.

Councilor Taylor moved to adopt an Order In the Matter of the Application of Lowery Development LLC for a Lot Line Adjustment/Subdivision/ Variance; and Ron and Lore Christopher for a Lot Line Adjustment (Case No. 2007-26) (Adoption of Hearings Officer Order). Motion passed unanimously as follows:

AYES: Walsh, McKane, Moir, Clark and Taylor (5)
NAYS: None (0)
ABSTENTIONS: Christopher (1)
ABSENT: None (0)
Position #2 Vacant (1)

CONSENT CALENDAR

None

COMMITTEE REPORTS

Councilor Moir reported that the Water Wastewater Task Force would be meeting on Thursday, September 20.

Councilor Walsh reported that

- Marion County breakfast had two commissioners in attendance and various issues including the Salem surcharge, urban growth boundary and interchange/roadway issues were discussed.
- Library Task Force adopted the following timeline:
  October meeting – present several library options for review with committee deciding upon two options
  Following October meeting – bring these options to public meetings such as Rotary and Chamber luncheons
  November – consultant offer concept proposal based on information received at public meetings
  December meeting – determine what goes on survey
  Following December meeting – Present survey questions to Council for approval
  January – Do survey
  February – Consultant's report and presentation
- He accompanied Darlene Hooley on her boat trip from Salem to Newberg/Dundee recently. He summarized for Council the program that she is promoting.
- The participants and time elapsed were sufficient to break the world record in the Kazoo Band effort so the process is underway for recognition from the Guinness organization. He thanked Uptown Music for their efforts.
- Keizer Rapids Park work groups will meet 9/19; Bikeways 9/19; Gubser Neighborhood Association 9/20; Keizer Rapids Eagle project on 9/22; and League of Oregon Cities on 9/28.

Councilor Taylor invited interested citizens to attend the next Bikeways committee meeting on September 19 at 7 p.m.

Councilor Clark reported that

- Interchange Management Plan group is working to raise public awareness to the need for an additional interchange.
- Mid Willamette Advisory Commission on Transportation (MWACT) recently approved full funding for the Sublimity/Stayton interchange and is working for support of additional funding for transportation improvements.
- She attended the Keizer Fire 9-11 Memorial with Mayor Christopher, and Councilors Moir and McKane.
- KROC Center will have a competition pool.
- Emergency Volunteers Assisting Keizer (EVAK) has a new handout for potential volunteers. She encouraged interested citizens to get involved and reviewed the activities of the organization.
- Transit Center meeting is September 18 at McNary High School.
- Salem-Keizer Area Transportation Studies (SKATS) will meet September 25, 2007.
- Oregon Municipal Planners Organizations Consortium (OMPOC) will meet October 12 and 13 to discuss mutual statewide problems and solutions.

Councilor McKane thanked the Keizer Fire District for their moving 9-11 Memorial, noted that the Parks Board report had already been given and concluded noting that the Traffic Safety Commission will meet on September 27 at 7 p.m.

Student Councilor Alex James had no report but agreed to provide a list of school events to K-23 for publication on Keizer television.

OTHER BUSINESS

a. New Business

b. Old Business

Police Chief Marc Adams

- Corrected some erroneous information that had been published regarding a missing Keizer youth.
- Explained that the Keizer Rotary had delivered 45 picnic tables to Keizer area schools in partnership with the Keizer Lowes.
- Reminded citizens that John Knox Presbyterian Church is a food bank in partnership with five other churches and in need of food donations.
- Thanked the Keizer Elks for a $4,000 donation for safety equipment.
- Reported that a new dog had joined the force.

Public Works Director, Rob Kissler, encouraged citizens to participate in the upcoming Keizer Elks Blood Drive (9/18) and reported on the progress of various projects including the Tepper undercrossing, the elevated storage tank and the Chemawa Road improvements. He concluded with an explanation of the process for getting improvements done at Keizer Rapids Park, invited citizens to the Keizer Rapids Park work groups which meet on the third Wednesday of each month and fielded questions regarding Dearborn improvements.

Councilor Moir reported that the 25th Birthday celebration for the City of Keizer is scheduled for Saturday, October 13, from 11 to 4 and detailed some of the planned activities.

WRITTEN COMMUNICATIONS

None.

AGENDA INPUT

September 24, 2007
6:15 p.m. City Council Special Session
- Comparable Cities Review
- Appointment to City Council Position #2

October 1, 2007
7:00 p.m. City Council Regular Session

October 8, 2007
5:45 p.m. City Council Work Session
- Infill Development Discussion

October 15, 2007
7:00 p.m. City Council Regular Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:25 p.m.

APPROVED:

MAYOR:

____
Debbie Lockhart, Deputy City Recorder

____
Lore Christopher

COUNCIL MEMBERS

____
Councilor #1 – David McKane

____
Councilor #4 – Cathy Clark

~ Vacant ~
Councilor #2

____
Councilor #5 – Richard Walsh

____
Councilor #3 – Jacque Moir

____
Councilor #6 – James Taylor

Minutes approved:

____

MINUTES
KEIZER CITY COUNCIL
Monday, October 1, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:02 pm. Roll Call was taken as follows:

Present:
- Mayor Lore Christopher
- Richard Walsh, Council President
- Jim Taylor, Councilor
- Jacque Moir, Councilor
- Cathy Clark, Councilor
- David McKane, Councilor
- Brandon Smith, Councilor

Absent:
- Alex James, Student Councilor

Staff:
- Chris Eppley, City Manager
- Shannon Johnson, City Attorney
- Nate Brown, Community Development
- Rob Kissler, Public Works
- Marc Adams, Chief of Police
- Dianne Hunt, Human Resources
- Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance and then welcomed new councilor Brandon Smith.

PUBLIC TESTIMONY

Vickie Hilgemann, Parks Board Chair, reported that the Parks Board was almost ready to recommend an updated Parks Master Plan to Council and requested action from Council regarding the Keizer Parks Foundation. She explained the mission of the foundation and requested Council approval of the 501C fee ($700) contribution from the city. Ms. Hilgemann fielded questions from Council regarding the foundation, grants, legacy endowments, solicitation of donations, management, interface with Parks Board, bylaws and membership. <u>Councilors agreed by consensus to put this on the agenda for the next meeting</u>.

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

a. City of Keizer Comparable Cities – Compensation

City Manager Chris Eppley reviewed the history of this issue noting that LGPI representatives were at the meeting to field questions. Additionally he reviewed suggested criteria for selecting comparators (type of public sector employer, population and proximity) and suggested focusing on good job-to-job matches. In conclusion, Mr. Eppley noted that because the existing comparable cities were approved by both KPA and Local 320, staff recommended that the City Council continue using the existing

Study

adopted list of comparable cities for this and future salary surveys until significant factors change warranting modification of the list. The employers recommended for use as comparables are: State of Oregon, Marion County, Salem, Albany, Tigard, Lake Oswego, Keizer, McMinnville, Oregon City, Tualatin, Woodburn, Milwaukie and Newberg.

Discussion then took place regarding comparisons with Public Works and Police Departments, with the State of Oregon and Marion County and substitution of either of these comparables with another city. Following additional dialogue, Councilors agreed by consensus not to change the comparable cities. Councilors Moir and Clark urged that, in January 2009 when the union contract comes up, the comparable cities be re-evaluated with the number of matches on the comparables shown as well.

b. RESOLUTION – Imposing Stormwater Utility Fee

City Attorney Shannon Johnson reminded Council that they had passed an ordinance establishing a storm water utility and had preliminarily set the storm water utility fee at $2.70 per ESU. He recommended that Council review the Resolution imposing this fee and take appropriate action. Councilor Walsh suggested that in Section 5 "City of Keizer and Keizer Urban Renewal property" be changed to "Property owned by the City of Keizer or Urban Renewal Agency". Mr. Johnson agreed to make that change.

Councilor Walsh moved to adopt Resolution $2007 Imposing a Storm Water Utility Fee as amended. Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Moir, Clark and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Mayor Christopher commended Keizer Times for accurate reporting but corrected a recent story regarding the 7.5% sewer surcharge. She noted that if the surcharge was not dropped and Keizer raised their franchise fees, rates would go up for everyone EXCEPT Keizer residents.

CONSENT CALENDAR

a. **RESOLUTION – Authorizing the City Manager to Award Contract for Construction of Fence at Keizer Rapids Park.**
b. **Approval of September 4, 2007 Regular Session Minutes**
c. **Approval of September 13, 2007 Work Session Minutes**
d. **Approval of September 17, 2007 Regular Session Minutes**

Councilor Smith pulled items b, c and d.

Councilor Walsh moved for approval of Item A of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Moir, Clark and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor Walsh moved for approval of Items B, C and D of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Walsh, McKane, Moir, Clark and Taylor (6)
NAYS: None (0)
ABSTENTIONS: Smith (1)
ABSENT: None (0)

COMMITTEE REPORTS

a. Swearing in of Keizer Police Officer Scott Keniston

Taken out of Order. Chief Marc Adams introduced Officer Keniston, reviewing his history and qualifications. City Attorney, Shannon Johnson, issued the Oath of Office.

Committee Reports continued after approval of Consent Calendar.

Councilor McKane noted that

- Parks Board report had been given by Ms. Hilgemann;
- Claggett Creek Watershed Council will probably not meet in the near future pending notification from Salem-Keizer Urban Watershed and resolution of issues with the Watershed Enhancement Board. Projects already underway will continue.
- He had no report from the Traffic Safety Commission.

Councilor Moir invited everyone of the City's birthday party on October 13 from 11 to 4. Mr. Eppley added that the Keizer Police Department will be serving free hamburgers.

Councilor Smith reported that KURB had no September meeting; the next meeting will be October 24.

Councilor Walsh reported that

- Volunteer Coordinating Committee had determined the Volunteer of the Quarter
- SKATS (Salem-Keizer Area Transportation Study) formalized appropriations to deal with the delay in funding that has been going on at the federal level but it will not affect Keizer projects.
- Keizer Rapids Park Workgroups will be making recommendations to the Parks Board regarding dog park fencing and a trails grant which requires matching funds.
- Jeanne Bond-Esser for completing a grant writing class.
- Bikeways Committee is supporting the trails grant application and the updated parks master plan.
- Library Task Force will meet October 4 to hear from the consultant.
- League of Oregon Cities conference was attended by himself and Councilors Clark, Moir and Smith. He thanked Dallas and Salem officials for their hospitality.

Councilor Clark reported that

- She attended the SKATS meeting with Councilor Walsh. They are working together to assure coordination with MWACT (Mid-Willamette

Advisory Commission on Transportation) and provide a united voice for Keizer. MWACT will meet this week to discuss funding and prioritization of projects.

- OMPOC (Oregon Municipal Planning Organization Consortium) summit has been postponed.
- EVAK (Emergency Volunteers Assisting Keizer) will be doing additional training on October 6.
- KARES (Keizer Animal Rescue Emergency Shelter) will meet on October 10. She encouraged interested citizens to participate.
- Councilor Walsh was a presenter at the League of Oregon Cities and did an excellent job. She concluded noting that it was a great opportunity to communicate with state and federal officials.

Councilor Taylor noted that the Keizer Points of Interest Committee will meet on Wednesday, October 3 and encouraged interested parties to apply to fill the vacancy on this committee. He also thanked Councilor Walsh for filling in on the Bikeways Committee his absence.

Mayor Christopher noted the following appointments; Councilor McKane on the Personnel Rules Committee and Councilor Smith as Council Liaison on the Keizer Urban Renewal Board and back-up to Councilor Clark on EVAK. She also noted volunteer openings on the following committees: Budget Committee (2), Keizer Points of Interest (2), Bikeways, Planning Commission, Traffic Safety Commission and Salem-Keizer Housing and Urban Development Advisory Committee.

OTHER BUSINESS

a. New Business

b. Old Business

City Manager, Chris Eppley, reminded Council that he would be attending the International City Managers Association annual meeting October 8-10.

Chief Marc Adams reported that the Police Department had attended a seminar for strategic planning and work will continue towards improving the Police Department. He noted that October 9 on every television station a program on Methamphetamine, “Crystal Darkness” will be aired. He encouraged all to watch the program and agreed to check into acquiring the tape for airing on K23.

Public Works Director, Rob Kissler, updated Council on the Labish creek project and fielded questions regarding the lighting.

Community Development Director, Nate Brown, reported that River Road Renaissance had met and discussed modifications in the landscape plan for Lockhaven and River Road which would incorporate a water feature in the island with the possible addition of artwork such as a salmon in the feature. Discussions are underway with various property owners for anticipated improvements to the property on the east side of River Road, south of Dearborn. Additionally, Mr. Brown reminded Council of the upcoming work session on infill to be held on October 8

WRITTEN COMMUNICATIONS

Mayor Christopher noted that

- Keizer Chamber is having a “Fight Meth Resource Fair” at the

Wittenberg from 10-2 on October 10

- Keizer 25th Birthday celebration will be Saturday October 13, 11-4pm
- She had received a letter commending Roland Herrera, Alex Finn and Brad Beverly for their prompt attention and professional repair of the waterline on Newberg Drive. She read the letter and applauded these individuals for making Keizer a better place to live.

AGENDA INPUT

October 8, 2007

12:00 Noon City Council Work Session

- Infill Development Discussion

October 15, 2007

7:00 p.m. City Council Regular Session

- Keizer Station Area B Master Plan Public Hearing (Continued from 9/17/07)
- Keizer Parks Foundation Grant

October 22, 2007

5:45 p.m. City Council Work Session

- City of Keizer Parks Master Plan

November 5, 2007

7:00 p.m. City Council Regular Session

November 19, 2007

7:00 p.m. City Council Regular Session

- Keizer Station Assessment Public Hearing

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:24 p.m.

APPROVED:

MAYOR:

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Debbie Lockhart, Deputy City Recorder

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Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Brandon Smith	Councilor #5 – Richard Walsh
Councilor #3 – Jacque Moir	Councilor #6 – James Taylor

Minutes approved:

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MINUTES
KEIZER CITY COUNCIL/PLANNING COMMISSION
WORK SESSION
Monday, October 8, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the work session to order at 12:02 pm. The following were present:

Councilors:
Lore Christopher, Mayor
Richard Walsh, Council President
Cathy Clark, Councilor
Jim Taylor, Councilor
Troy Nichols, Councilor
Brandon Smith, Councilor
David McKane, Councilor (12:05)

Planning Commission:
Holly Graf (12:07)
Kevin Baker
Jim Jacks
Marty Matiskainen
Doug Schneider
Craig Prins
Greg Rands

Staff:
Nate Brown, Community Development
Sam Litke, Senior Planner
Shane Witham, Assistant Planner
Rob Kissler, Public Works
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

DISCUSSION
a. Infill Development

Nate explained that the city's standard for infill development is a good one and added that there is no statutory requirement for infill standards but, should the city fail to comply with DLCD requirements, there is a possibility that grants might be withheld from the city. He noted that he felt the city has received grants in the past because it has a good relationship with state agencies, acts responsibly and has earned a good reputation.

He went on to address infill, stating that it is the city's responsibility to review infill issues and do good things with it. He urged those in attendance to set aside legal/grant issues and focus on doing the right thing, developing a quality of life for the citizens of Keizer, and doing it responsibly recognizing that a variety of housing types is an important aspect of what is going to be dealt with. He distributed a list of infill projects, reviewed each one in a slide show and fielded questions. He noted that there is a total possibility of 1200 lots that can be developed in the infill standards and showed locations on a map. Discussion took place regarding solid waste collection, access easements and accommodating emergency vehicles.

Mr. Brown reviewed the following regarding infill requirements:

- Infill requirements are not optional
- Varying setbacks depending on building height
- Streetscape trees along street or access easement
- Building orientation
- 18-foot garages set back from street or access easement
- Garage opening no more than 45% of the building façade
- Recessed garage requirements
- Building setback from access easement
- Design review requirements for multifamily projects

Review of the Code then commenced with discussion taking place regarding infill street and access easements. The following were determined as issues which should be addressed:

- Compatibility of character with existing neighborhoods and the effects on property values
- Parking
- Variety of lot sizes
- Minimum density requirements
- No “opt out”
- Dual standards
- Teeth in connectivity
- Snouts

Discussion took place regarding enforcement of neighborhood covenants, conditions and restrictions, neighbor complaints and concerns, increased traffic, noise, proximity of new houses to lot lines, developer parameters, play areas for children, substandard roadways, loss of privacy and negative neighborhood impacts.

Developer, Tim Smith, addressed Council explaining that recently he had developed an area and chose to use full subdivision standards rather than infill standards, but that this placed a burden on his builders who were required to meet infill criteria. He requested that builders and/or developers be allowed the option of “opting out” of infill criteria.

Dialogue followed regarding the criteria, the definition of snout houses, street widths, connectivity requirements, city restrictions and dual standards. Councilors set another work session for November 13 in order to conclude discussion on this matter.

ADJOURNMENT Meeting adjourned at 1:32 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

MINUTES
CITY COUNCIL/CIVIC CENTER TASK FORCE/PARKS ADVISORY BOARD SPECIAL SESSION
Monday, October 15, 2007
Keizer City Hall Police Auditorium
Keizer, Oregon

CALL TO ORDER The special session convened at 12:05 pm. The following were present:

Council:
Jacque Moir
Richard Walsh
Brandon Smith
Jim Taylor
David McKane
Lore Christopher (12:20)

Civic Center T.F.
Mike Gaynor
Amy McLeod
Kelly Walther
Christine Dieker
Greg Rands

Parks Board
Jeanne Bond-Esser
David Philbrick
Mike Gaynor
Christine Dieker

Also present:
Anne Rasmus
Al Rasmus

Group Mackenzie
Bret Hanson
Jeff Humphries
Dan Jenkins

Staff
Chris Eppley, City Manager
Captain John Teague, Police Department
Captain Jeff Kuhns, Police Department
Tracy Davis, City Recorder
Rob Kissler, Public Works
Nate Brown, Community Development
Tom Wood, Project Coordinator
Dianne Hunt, Human Resources
Bill Lawyer, Public Works

Absent:
Cathy Clark, Councilor

DISCUSSION ~ Presentation by Group Mackenzie on the Plaza/Park Designs and an Update on the 60% Architectural Drawings

Jeff Humphries from Mackenzie Group reviewed adjustments made to bring the project back into budget adding that the 90% drawings should be complete by November 5. Comments from review will be incorporated into the bid documents which are scheduled to come out in mid December. Adjustments made were:

- Police Carport Canopy – may be removed to keep cost down and added later
- Patio Trellis @ City Hall and Police – may remove to keep cost down
- Reduction of 120 LF of Casework
- Lower Building by 12 inches
- Reduce Stone Tile
- Reduce wood ceilings in community room lobby and Council Chambers
- Reduce emergency power requirements to essential functions
- Reduce building lighting costs
- Reduce site lighting costs

Savings: $692,000

Dan Jenkins then reviewed the landscape design including details of the entry plaza, south entrance and the entire park area. The front plaza was shown as an inviting area with comfortable scale and plant material; two existing Douglas firs and some existing deciduous trees will remain, the sidewalk will be six feet wide with benches and street trees similar to those existing on Chemawa. Mr. Jenkins explained in detail the storm water planter in front of the building which will include native plants such as ferns, vine maples and red twig dogwood. He noted that all plantings will complement the building and that planters will contain perennials, grasses and flowers.

The South entrance consisted of storm water components, planters, security bollards and benches. The park area will be designed as a civic park, perhaps similar to the one in Wilsonville, to provide a place for community events. Mr. Jenkins explained that electricity needs, placement of the Chamber of Commerce tent, sidewalk lighting and relocation of the existing vending machines and portable toilets will be explored prior to finalizing the plan.

Mr. Jenkins then reviewed the interactive fountain feature suggesting that in order to lower maintenance costs, the city consider a fountain on a timer with jets small enough to limit the amount of water used and no recirculation of the water. Mr. Jenkins then showed examples of site furnishings including benches, trash receptacles and picnic tables.

By a unanimous show of hands Councilors approved the specific plan and agreed that the project should move forward to the 90% plan stage.

ADJOURNMENT Meeting adjourned at 1:07 p.m.

APPROVED:

MAYOR:

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Debbie Lockhart, Deputy City Recorder

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Lore Christopher

COUNCIL MEMBERS

______________________________	~ Absent ~
Councilor #1 – David McKane	Councilor #4 – Cathy Clark
______________________________	______________________________
Councilor #2 – Brandon Smith	Councilor #5 – Richard Walsh
______________________________	______________________________
Councilor #3 – Jacque Moir	Councilor #6 – James Taylor

Minutes approved:

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MINUTES
KEIZER CITY COUNCIL
Monday, October 15, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:	Staff:
Mayor Lore Christopher	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Community Development
Jacque Moir, Councilor	Rob Kissler, Public Works
David McKane, Councilor	Tracy Davis, City Recorder
Brandon Smith, Councilor	
Alex James, Youth Councilor	

Absent:
Cathy Clark, Councilor

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Greg Rands, from the Planning Commission reported on recent activities of the Commission including a Public Hearing for a text amendment that would affect Area C of Keizer Station (continued to November 14, 6 pm) and joint review of infill issues with the Council.

Christine Dieker commended the "Make Keizer Better" Committee on Keizer's 25th Birthday Party.

JoAnne Beilke distributed packets developed by the Visitors' Center detailing the contents, reviewing community service projects and adding that the Center has a student intern from McNary High School as well. She also reviewed the "Leadership Keizer" program explaining the various topics that will be part of the program including education and regional approaches to transportation.

Dave Wallery speaking on behalf of "Mr. Christmas" requested additional holiday lighting funds in order to help with the refurbishing of the Christmas tree lights and the 98 to 105 lighting fixtures which line River Road, Chemawa Road, Orcutt Lane and Cherry Avenue during the Christmas season. Following discussion regarding the work, funding, light pole requirements, the history of the fixtures and replacement with LED lighting, Council requested that this item be put on the November 5 agenda. Youth Councilor James volunteered McNary students to help with the replacement of the star on the tree. Additional discussion took place regarding Christmas banners at Keizer Station and on Chemawa Road and their funding and design.

Mayor Christopher gave Ms. Beilke information on the Corvallis Art Walk, an invitation from the Salem Chamber of Commerce and a "Keizer Notebook" promoting the community, assembled by Tom Bauer.

PUBLIC HEARING

a. Keizer Station Area B Master Plan (continued from 9/17/07)

Community Development, Nate Brown, reported that a Master Plan Application for Area B is almost complete. Ownership issues are in flux and, therefore, the master plan that has been prepared will be modified pending final word on the ownership issues. He concluded requesting that the Public Hearing be continued to the November 5 meeting.

Mayor Christopher opened the Public Hearing. There was no testimony. *Mayor Christopher continued the Public Hearing to November 5.*

Additional discussion took place regarding the dirt piled at Keizer Station and using it to fill holes in various school fields.

ADMINISTRATIVE ACTION

None

CONSENT CALENDAR

a. **RESOLUTION – Authorizing the City Manager to Sign Keizer Hearings Officer and Land Use Hearings Referee Contract for Services (J. Litwak)**
b. **RESOLUTION – Initiating Taylor Ridge Street Lighting District**
c. **RESOLUTION – Authorization for Appropriation Transfer (45th Parallel)**
d. **RESOLUTION – Granting Keizer Parks Foundation $700 for Payment of Non-Profit Internal Revenue Service Filing Fees**
e. **Approval of September 24, 2007 Special Session Minutes**

<u>Councilor Walsh moved for approval of Items A through D of the Consent Calendar. Councilor Taylor seconded.</u> <u>Motion passed as follows:</u>

AYES: Christopher, Walsh, McKane, Moir, Smith and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Clark (1)

Regarding Item E (September 24, 2007 Special Session Minutes) Councilor Moir stated that she thought the voting results were incorrect regarding the comparables. Additional discussion took place regarding the vote results and the appropriateness of the results being included in the minutes. City Attorney Shannon Johnson pointed out that state law requires votes to be included in minutes but noted that the accuracy could be verified with the tally list in the packet for that meeting. Additionally, Council requested that the word "vote" be replaced by "straw poll".

COMMITTEE REPORTS

Councilor Smith introduced his appointment to the Volunteer Coordinating Committee, Charlene Coleman. Ms. Coleman explained that she had lived in Keizer for 3 years and was happy to raise her family in Keizer.

Councilor Moir noted that Tim Smith would replace Brandon Smith as her appointment to the Volunteer Coordinating Committee.

Councilor Taylor added that he had not yet made his appointment to the Volunteer Coordinating Committee.

Councilor McKane reported on Parks Board meeting topics including the final draft of the updated Master Plan. He reminded Council of the joint work session scheduled with the Parks Board (10/22).

Councilor Moir reported that

- The Technical Advisory Committee for the Transportation System Plan has been waiting for traffic count numbers to come in to the consultant in order to move forward. A smaller subgroup of this committee met to address Keizer issues and fine tune the goals for the Transportation System Plan.
- The Civic Center Task Force and Council met and approved the 60% documents; the 90% documents should be ready in early November. The project is on target for a March 2008 groundbreaking.
- Salem Water Wastewater Task Force will meet 10/18 to discuss the city surcharge and other issues.

Councilor Smith reported that KURB will meet on 10/24.

Councilor Walsh reported that

- The Library Consultant is close to formalizing final survey questions. A professional surveyor will be working with the consultant and the task force to formulate the survey.
- The Bridge Oversight Committee will meet October 19 and 26 from 12 to 2 in Room 325 at Salem Civic Center.
- Keizer Rapids Work Groups will meet October 17 at 5:30
- Commissioner breakfast went well
- Two different groups from local schools donated their time and efforts to work at the Keizer Rapids Park. He requested that they be formally thanked. City Manager Chris Eppley volunteered to write them a letter.

Councilor Taylor reported that

- Bikeways Committee will meet at 7 p.m. on October 16
- Gubser Neighborhood Association will meet at Gubser Elementary School on October 18 with Jacque Moir and Lance Inman speaking.
- Something Special Task Force has prepared their final recommendations. Mr. Taylor read a summary of the Task Force assignments and recommendations.

Councilor Taylor moved that the City Council accept the Something Special Task Force report. Councilor Walsh seconded.

Councilor Taylor explained the feasibility report referred to in the report. City Attorney Shannon Johnson noted that because this item was not specifically on the agenda, action should be postponed until the next meeting.

Councilor Taylor withdrew his motion.

OTHER BUSINESS
a. New Business
b. Old Business

Public Works Director Rob Kissler reported that

- The new signal at Sam Orcutt and River Road is now operational
- The Chemawa Bridge ribbon cutting ceremony will be 10/16 at 11:30.
- The first phase of the Dearborn improvement project is out for bids with anticipated construction beginning sometime after Thanksgiving (90-day project). Second Phase (widening) will begin March 2008 (120-day project)

Mayor Christopher

- Commended the "Making Keizer Better" committee for their efforts in putting together the Keizer 25th Birthday Party event and Chris Eppley for volunteering to be taken down by the K-9 dogs, Axel and Czar. Councilor Moir commended city staff and the Fire District for helping with this event. Mayor Christopher added that Jerry McGee's Thomas Dove Kiezur stories were airing on Channel 23 at noon and 6 pm.
- Commended Public Works for their hard work this year adding that the Tepper underpass connecting the Gubser neighborhood to Keizer Station is now open.
- Encouraged citizens to check the website for volunteer opportunities.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

October 22, 2007

5:45 p.m. City Council Work Session
- City of Keizer Parks Master Plan

November 5, 2007

7:00 p.m. City Council Regular Session

November 13, 2007 (Tuesday)

12:00 Noon City Council/Planning Commission Work Session
- Infill Development Discussion

November 19, 2007

7:00 p.m. City Council Regular Session
- Keizer Station Assessment Public Hearing

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:32 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

~ Absent ~
Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL/PARKS ADVISORY BOARD
JOINT WORK SESSION
Monday, October 22, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the work session to order at 5:48. The following were present:

Councilors:
Lore Christopher, Mayor
Richard Walsh, Council President
Cathy Clark, Councilor
Jim Taylor, Councilor
Troy Nichols, Councilor
Brandon Smith, Councilor
David McKane, Councilor

Consultants: MIG
Heather Kaplinger/Jerry Draggoo

Parks Advisory Board:
David Louden
Jeanne Bond-Esser
Vickie Hilgemann
Clint Holland (6:02)
Christine Dieker
David Philbrick
Michel Gaynor
Garry Whalen

Staff:
Rob Kissler, Public Works
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

DISCUSSION

a. 2007 Draft City of Keizer Parks Master Plan

Public Works Director, Rob Kissler, introduced the consultants who then showed a Power Point presentation focusing on a summary of the plan, park and recreational services and recent edits. Mr. Draggoo reviewed the finance portion. Discussion followed regarding existing athletic fields, acreages, parks and recreation staffing and programming, efficient use of existing parks, trails and pathways and maintenance. Additional dialogue took place regarding park funding including grants, corporate sponsorships, partnerships, bonds and user fees, and possible improvements for Sunset Park.

Following further discussion members agreed by consensus that the priorities in the preface section should be modified as follows:

Priority One: Unchanged
Priority Two: Parks should be listed in alphabetical order (not priority order) with the sentence following the list to read as follows: "The Parks Advisory Board has emphasized a need for a balance of funding for Keizer Rapids Park that does not *unduly* detract from the development and upkeep of the total park system."

Priority Three: Create small city parks on school sites through joint use agreements with the 24J School District.
Priority Four: 15% of existing SDC funds and then 25% of new SDC's collected annually will be set aside for land acquisition based on the fiscal year.
Priority Five: Accepted as written but add something about connecting with regional trail systems.
Priority Six: Determine the needs, costs and resources to cover the costs for an indoor recreation facility and its programming.
Priority Seven: Complete smaller parks improvements identified in the plan.

Additional discussion took place regarding the Executive Summary with Councilors agreeing to review it in detail and be ready to consider it for adoption as incorporated in the Master Plan at the next Council meeting.

City Manager Chris Eppley interjected that City Attorney Shannon Johnson had determined that this was a land use action and, therefore, should be approved by the Planning Commission prior to coming before Council. It was agreed that the Master Plan would come before the Planning Commission (following appropriate notice) and then to Council.

ADJOURNMENT Meeting adjourned at 8:02 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Paul Morgan as the recipient of the Volunteer of the Quarter for third quarter 2007. Mr. Morgan is the Program Manager for the Keizer Community Food Bank. The food bank is located at John Knox Presbyterian Church at 452 Cummings Lane N, Keizer. Paul, a member of John Knox since the 1970's, began managing the program for John Knox in 2001 to assist those in need in our community. A year later, he engaged the efforts of Calvary Baptist Church to assist in the organization and just recently enticed other area Churches to join in the effort; Faith Lutheran Church, Keizer Christian Church, Clear Lake United Methodist Church, and St. Edwards Catholic Church. Since 2001, his volunteer base has increased from 30 to 150 volunteers with each Church rotating organizational duty.

Mr. Morgan has been invited to the meeting to accept his volunteer award. Our thanks and congratulations to Mr. Morgan for his contributions to our community.

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***ACCEPTING FINAL REPORT FROM SOMETHING SPECIAL TASK FORCE***

The Council created the Something Special Task Force in March 2007. The purpose of the Task Force was to address certain questions regarding community meeting space, indoor recreational needs and other matters.

The Task Force has completed its duties and is presenting its final report to the Council for acceptance.

"Acceptance" of a particular committee/task force report does not necessarily mean agreeing with the report and its recommendations. It is merely an acknowledgment that the report has been received by the Council, not necessarily approved. Further action may be appropriate at some point.

RECOMMENDATION:

Adopt the attached resolution accepting the final report of Something Special Task Force and discharging such Task Force with Council's thanks.

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

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

ACCEPTING FINAL REPORT AND DISCHARGE OF SOMETHING SPECIAL TASK FORCE

WHEREAS, the City Council created the Something Special Task Force to review possible options for community meeting space/recreational space and other matters;

WHEREAS, such Task Force has completed its charge and has prepared a final report to the City Council;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Council hereby accepts the final report of the Something Special Task Force and such report is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the City Council hereby discharges the Something Special Task Force with its sincere thanks for the work accomplished.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

“The Keizer Something Special Task Force was created in March of 2007 to address certain questions regarding Community space and Recreation needs identified by and incorporated into the Keizer Urban Renewal Plan. The following are the Task Force recommendations.

First Assignment: *Make recommendations to meet community meeting space needs, staying within a budget of approximately $2,000,000.00.*
Recommendation: *Incorporate a Community Center meeting space as part of the City Hall Complex.*

Second Assignment: *Make recommendation to meet indoor recreation space needs within a budget of approximately $2,000,000.00.*
Recommendation: *Build an economical structure similar to the Springfield Sports Facility or Bob Zielinski's building with approximately 10 acres of land. Specifically, the Task Force recommends that the city pursue purchasing and locating the facility on the Buchholz property, adjacent to Keizer Rapids Park, if possible.*

Third Assignment: *Make recommendation regarding what to do with the 5 acres north of the Volcano Stadium.*
Recommendation: *If possible, the Task Force recommends that the property not be sold, but instead leased for the highest value so that the proceeds can be used to pay the expenses of the recreation and sports facility and/or parks and recreation needs. If the property is ever sold, the Task Force recommends that the proceeds be placed in a trust or endowment to fund the recreation and sports facility and/or parks and recreation projects.*

Fourth Assignment: *Identify Timelines.*
Recommendation: *The Task Force recommends that in order to preserve the city's options and to obtain the best price possible, the purchase of the land take place as soon as funds are ready and available for this project. The Task Force recommends that the City then undergo a public process to determine the exact structure, design and site plan and then build the building.*

Addendum: *Having completed the assigned task, the Task Force also requests the City Council to advise if there are other matters it should address, or whether the Task Force should now be retired.*

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***ACCEPTING FINAL REPORT FROM KEIZER CHANNEL 23 TASK FORCE***

The Keizer Channel 23 Task Force was formed November 2006 pursuant to Resolution R2006-1739. Such Resolution set the charge of the Task Force to include the following:

1. To develop and recommend policies for initial program development, prioritization and calendaring.
2. To develop and recommend short term goals for the television station.
3. To develop and recommend a fee schedule and facility use policies for non-city program production.
4. To provide research and information to official agencies of the City.

Over the last year the Task Force has met several times and considered the above tasks. The Task Force has completed its duties and is presenting a report and recommendation to the Council for acceptance. Part of the recommendation is the establishment of a permanent advisory committee. Staff anticipates that committee would be formed early next year.

"Acceptance" of a particular committee/task force report does not necessarily mean agreeing with the report and its recommendations. It is merely an acknowledgment that the report has been received by the Council, not necessarily approved. Further action may be appropriate at some point.

RECOMMENDATION:

Adopt the attached Resolution accepting the final report of the Keizer Channel 23 Task Force and discharging such Task Force with Council's thanks.

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

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

ACCEPTING FINAL REPORT AND DISCHARGE OF
KEIZER CHANNEL 23 TASK FORCE

WHEREAS, pursuant to Resolution R2006-1739, the City Council created the Keizer Channel 23 Task Force;

WHEREAS, such Task Force has completed its charge and has prepared a final report to the City Council;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Council hereby accepts the final report of the Keizer Channel 23 Task Force and such report is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the City Council hereby discharges the Keizer Channel 23 Task Force with its sincere thanks for the work accomplished.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

October 30, 2007
TO: Keizer City Council
FROM: Keizer 23TV Task Force
RE: Final task force report and recommendation

Task Force members:
Mayor Lore Christopher, Councilor David McKane, Councilor Cathy Clark, Keizer Fire District Chief Greg Frank, Bill Quinn, Chamber of Commerce Christine Dieker, McNary High School Jason Heimerdinger, Ike Media Stacey Robertson
Staff: Rob Kissler, Dianne Hunt, Shannon Johnson, Tracy Davis, Chris Eppley, Bill Hopkins

Summary: The Keizer City Council goals for 2005 – 2007 included a task force to develop policies and future direction for K-23 regarding programming content and audience. This same goal was included in the 2007 – 2009 Council goals. Based on that goal, the following objectives and policies were formulated by the task force. The task force also discussed expanded programming ideas, formats, and scheduling to facilitate ongoing improvements to the channel. With the foundation of this report and accompanying documents, it is the recommendation of the task force that the Keizer 23TV Advisory Committee be established.

<u>Task Force Objectives</u>:

Policies
- Mission and purpose statements
- Scope of content
- Operations
  - Funding
  - Production
- Long range goals

Programming
- Governmental
- Educational
- Public
- Bulletin Board

Advisory Committee
- Membership
- Scope

Policies

- Mission and purpose statements – *Keizer 23 TV is a forum for Keizer residents to share information relating to public, educational and governmental (PEG) issues for the purpose of educating and informing them about their community.*

- Scope of Content
  Keizer 23 TV broadcasts Governmental and Educational programming and a Bulletin Board for Public, Governmental, and Educational announcements. Keizer residency and non-profit status requirements apply.
  Non-profits organizations include those that have offices or services in the Keizer 23 service area. Proof of residency or non-profit status will include photo identification of the producer or sponsor (no pseudonyms) and IRS validation of tax status.

- Operations
  - *Keizer 23 TV is funded through PEG fees collected through Cable Franchise Agreement(s). Any other fees for off-site productions that are not collected by the city are paid directly to the program producers and are not part of the Keizer 23 TV budget.*
  - *Keizer 23TV is operated under the direction of the Keizer City Council. A Keizer 23 Advisory Committee shall be established to consider policy, programming and operations, working cooperatively with the contracted producer of City of Keizer programming, and city staff.*

- Long Range Goals
  1. *Keizer 23TV shall continue to develop policy and procedures to expand Governmental and Educational programming. In addition, Public Access programming policies and procedures may be established.*
  2. *Equipment check-out, training, editing and other services may be considered as the Keizer 23 TV Advisory Committee deems them necessary for carrying out the Keizer 23 TV mission and purpose.*
  3. *Develop a relationship with Salem/Keizer School District 24J for the purpose of increasing student involvement, including internships and student projects.*
  4. *Streaming of meetings via internet*
  5. *Obtain ASCAP licensing for broadcasting copyrighted material*

Programming

- Governmental
  - *City of Keizer programming. This programming, produced under an agreement with a contracted production organization, includes:*
    - *City Council meetings*
    - *Annual Budget meetings*

        - *Police, public safety, and city departmental shows. Programs produced in the studio (council chambers) are also included in the programming agreement (e.g. Fire Talk).*
    - *Other governmental programming, including but not limited to those agencies that include Keizer in their taxing district, may air programming on Keizer 23 TV as per policy governing the Keizer 23 TV advisory committee. Those governmental bodies may enter into an agreement to use the services of Keizer's contracted programming producer to produce their programming for a fee to be negotiated between the producer and governmental organization. There will be no broadcast fee for agencies that have programming produced elsewhere.*
    - *Candidate forums, election information of a non-partisan nature.*
    - *Transit district*
    - *Any governmental entities that include Keizer, in whole or part, in their taxing districts*

- Educational
    - *Informational*
        - *Discussion or presentation of school-related issues*
        - *School board, budgets, candidates*
        - *Community College board, budget, candidates*
    - *Activities*
        - *Sports events sponsored by a recognized educational (public, private or home school) entity*
        - *Salem/Keizer School District sports programming*
        - *Extra-curricular activities sanctioned by an educational entity*
    - *Classes*
        - *Programming designed to augment (e.g. a teacher's trip to a school in Asia) or assist (e.g. homework help call in) education*
        - *Programming highlighting work carried out by groups as part of a recognized educational (public, private, home school) activity. (Examples include an art show featuring work by an art class, music or dance classes featuring original material, FBLA demonstrating their national competition presentations.)*
        - *Student- produced programming may be broadcast under the guidelines below:*
            - *Submitted by a recognized educational (public, private or home school) entity. Proof of educational status required.*
            - *Must be reviewed and approved by the teacher for content and format, with the teacher assuming the role of Producer. Procedures to be established by the Keizer 23 TV Advisory Committee.*
            - *Must not include any copyrighted material, unless proof of copyright use permission is provided*

- Public
    - *To be addressed in 2008-2009 by the Keizer 23 TV Advisory Committee*
        - *Use as guidelines the rules adopted by other established community television centers*
        - *Include proof of residency requirements*
        - *Include producer content identification guidelines with consequences for failure to comply*
        - *Include list of excluded uses*
            1. *examples: advertising, fundraisers, commercial*
            2. *prohibition for selling video after being aired on Keizer 23 TV*
    - *Equipment check out, editing, classes and other services to be addressed as separate issues.*

- Bulletin Board
    - *Each organization will apply for authorization to post events on the Bulletin Board*
    - *Participation is based on residency and non-profit requirements. Events may not include fund raisers.*
    - *Formatting will be done according to requirements established by Keizer's contracted programming producer*
    - *Create a format to email the information to* K23@keizer.org.

Advisory Committee

The Task Force agreed on the recommendation that the Keizer 23TV Advisory should be comprised of seven members, including a Chamber/Business representative, an Education/McNary High School representative and five community members who that are committed to excellence in community television. Technical experience is not a requirement. Staff/Liaison positions will be City Council, Police, Fire, IT, and Television Production.

The Advisory Committee should be tasked with the refining policy governing the operation of the channel, expansion of programming,

Below are documents regarding the Billboard form from K23, nonprofit information from CCTV, and information on copyright-free music.

NON-PROFIT ORGANIZATIONS

An organization qualifies as non-profit if it is registered as a non-profit with the Oregon Secretary of State and/or has a current IRS 501c3 status and Letter of Determination. To qualify as local, the organization must operate an office in the eligible service area listed with the Oregon Secretary of State.

(Keizer needs to include organizations that provide services in Keizer but may not have offices in Keizer. Expand definition to include nonprofits that are in the Salem/Keizer metro area and provide services in Keizer.)

NON-COMMERCIAL SPEECH

Advertising of any nature is not allowed on CCTV channels including:
• promotion of the sale of any service, facility or product
• price information
• calls to action or inducements to buy

For-profit businesses and individuals may not promote any service, facility or product. Contact information is limited to sponsorship; additional commercial web site addresses and phone numbers may not be used.

A business or individual may not sponsor a program in which it appears.

Exception: Government agencies and non-profit organizations may promote their services. *(Please see page 36.)*

CONSTITUTIONALLY PROTECTED SPEECH

All speech and expression is constitutionally protected by the First Amendment of the United States Constitution ***except***:
• any material that is libelous, slanderous, or other defamation of character; or material that is an unlawful invasion of privacy;
• any material that violates state or federal law relating to obscenity;
• any material that violates local, state, or federal laws;
• any unlawful use of copyrighted material.

• "**Program Provider**" means the person who signs a program contract and accepts responsibility for program content.

Same residency requirements as producer

"**Educational access**" means educational or instructional programming provided by tax-funded, public educational institutions.

Include private and home schooled programming (registered
Through Jason as an advisor; producer
Post secondary / adult education (chemeketa, chamber)
From a certified educational source

• "**Government access**" means informational programming provided by a taxfunded, public governmental entity.

ELIGIBILITY FOR CCTV SERVICES

CCTV services are available to any Comcast Cable service area resident or resident organization registered with the Oregon Secretary of State, within the Salem city limits and unincorporated Marion County, on a first-come, firstserved basis. Proof of identity and residency are required; post office boxes are not acceptable. A resident organization may designate a non-resident to be their Producer. All Program Providers must meet the eligibility requirements above.

Bulletin board: nonprofits ok for now. Sets precedent for future basis for public access portion.

K23 Community Billboard is available for public service announcements (PSA's). Eligible organizations may submit a PSA to promote a local event or service. PSA's must be for non-profit purposes. Staff may edit announcements to fit limited space on the screen.

Eligibility –
The Billboard is available without charge to any non-profit organization that services the Keizer area.

Procedure –
Fill out the following form and submit it.
Please allow 1 week lead time for your PSA to start playing on K23.
If you allow proper lead time we will start playing your announcement on the start date you request and stop playing it on the end date you request.

Content Requirement –

1. Must complete the entire submittal form.
2. Announcement may not include any advertising or material that promotes any commercial product or service.
3. Announcements may not contain solicitation, appeal for funds or event process; but may state, "For ticket information, call _______(name/phone number)"

To access, fill and submit the submittal form, click here.

- ## *Community Video & Business Showcase Agreement*

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 427-0075 fax

Name: Chris Epply
Title: City Manager
Address: 930 Chemawa Rd. NE
City, State, Zip: Keizer, OR 97303
Phone: 503-390-3700
Fax:
Email: eppleyc@keizer.org
Website: www.keizer.org

This agreement is between CGI Communications, Inc. and the City of Keizer, OR and shall remain in effect from the date it is signed by both parties until the completion of the three years of videos available for viewing on the* www.keizer.org *website homepage. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

CGI Communications, Inc. and its e-LocalLink division shall provide a Community Video Showcase as follows:

- Website Welcome video from your Mayor or other civic leader (approx. 1 minute in duration)
- 4 additional videos (approx 1 minute each in duration) to highlight various aspects of your community and/or organization
- Script writing and video content consultation
- A videographer to come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Viewer access of the Community Video Showcase from your website shall be facilitated by e-LocalLink providing HTML source code for graphic link to be prominently displayed on the www.keizer.org website homepage. Code will be provided immediately upon completion and approval of finished videos
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and e-LocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- e-LocalLink will own copyrights of the master Community Video Showcase
- The City of Keizer, OR will assume no cost or liability for this project

The City of Keizer, OR shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Showcase
- Agrees to give e-LocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to place a graphic link on the www.keizer.org website homepage within 10 business days of receipt of HTML source code and have it remain there for the term of the agreement
- Provides e-LocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

City of Keizer, OR	*CGI Communications, Inc.*
Signature:	*Signature:* Nicole Rongo
Name Printed: Chris Eppley	*Name Printed: Nicole Rongo*
Title: City Manager	*Title: Marketing Manager*
Date:	*Date: 3/19/07*

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: ***ACCEPTING FINAL REPORT FROM RIVERR TASK FORCE***

In April 2004, the Council created the Regional Intergovernmental Visions Enhancing River Resources (RIVERR) Task Force. The purpose of the Task Force was to explore ways to reconnect Keizer to the Willamette River, and make recommendations to the Council on future plans and strategies to utilize, enhance and preserve the river corridor's multi-faceted potential.

After much work, the Task Force has completed its duties and is presenting its final report to the Council for acceptance.

"Acceptance" of a particular committee/task force report does not necessarily mean agreeing with the report and its recommendations. It is merely an acknowledgment that the report has been received by the Council, not necessarily approved. Further action may be appropriate at some point.

RECOMMENDATION:

Adopt the attached Resolution accepting the final report of the RIVERR Task Force and discharging such Task Force with Council's thanks.

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

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

ACCEPTING FINAL REPORT AND DISCHARGE OF RIVERR (REGIONAL INTERGOVERNMENTAL VISIONS ENHANCING RIVER RESOURCES) TASK FORCE

WHEREAS, pursuant to Resolution R2004-1473, the City Council created the RIVERR (Regional Intergovernmental Visions Enhancing River Resources) Task Force;

WHEREAS, such Task Force has completed its charge and has prepared a final report to the City Council;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Council hereby accepts the final report of the RIVERR Task Force and such report is attached as Exhibit "A" and by this reference incorporated herein.

BE IT FURTHER RESOLVED that the City Council hereby discharges the RIVERR Task Force with its sincere thanks for the work accomplished.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

EXECUTIVE SUMMARY
Regional Intergovernmental Visions Enhancing River Resources (RIVERR)
September 17, 2003 - November 7, 2007
Richard Walsh, Chair.
November 1, 2007

The R.I.V.E.R.R. Task Force started meeting on September 17, 2003 and met on the third Wednesday of nearly every month until April of 2007. The grant, fund-raising and land acquisition phase was essentially completed by January of 2006. During the next year, during the Master Planning Phase the RIVERR Task Force met in joint sessions with the Parks Board. After the Master plan was approved, the task force organized volunteers into work groups for transfer to the Parks Board and then concluded its regular meetings. A smaller the work group (called the governance work group) consisting of members of both RIVERR and the Parks Board continued to meet to work out the details of the opening ceremony and the transition of responsibilities to the Parks Board. The transition plan included creating a Keizer Rapids Work Group that reports directly to the Parks Board and an expansion of the Parks Board by adding two additional members to help with the increased work load. The final piece of the plan was completed with the seating of two new Park Board members in September of 2007. Now that all tasks are complete, the RIVERR Task Force request that the City Council conclude and retire the Task Force.

RIVERR was created after Keizer and OPRD reached a tentative agreement to explore allowing Keizer to use 85 acres of OPRD property at Beardsley Bar to create a park. To take advantage of this potential opportunity Keizer needed to first obtain about $2 million in funds to purchase adjoining land to connect the OPRD land to the Keizer city limits and for a better connection to Chemawa Road. Unfortunately Keizer only had $300,000.00 in SDC's allocated for a new west Keizer park. Thus, the primary focus for the task force for the first two years was devoted to seeking out and obtaining grants to fund the purchase of park land and in working with staff to acquire land from willing landowners.

By January of 2006 the task force had met this goal, had purchased the property for a park by helping to acquire 9 monetary land acquisition grants. Keizer was then able to purchase the land needed to connect the OPRD property to the City and thus make the land a city park. After it was clear that Keizer would be able to create a park, the OPRD granted a full no cost 25 year lease of the 85 acres of river front property with an estimated value of over $2 million. In order to safely provide for pedestrian and bike travel along Chemawa Road to the park, an additional allocation of $987,482.18 was authorized by the regional SKATS transportation group bringing the total of new money and resources to Keizer for the park project to $4,746,982.00. After adding the originally allocated $300,000.00 in SDC funds, the total value of the Keizer Rapids project exceeded $5 million. The task force also helped obtain 7 other grants for in kind services bringing the total for grants, awards, and allocations to 17. This resulted in Keizer obtaining a 120 acre park that more than doubled the total inventory of park land for Keizer residents to enjoy. A detailed breakdown of the grants, awards, and allocations are as follows:

SUMMARY OF GRANTS, AWARDS AND ALLOCATIONS

The following is a summary of the grants, awards, and allocations that have been granted to Keizer for the park and related projects, and which were worked on by the Task Force, our partners, members, and Nate Brown, Keizer Community Development Director:

1. River Navigator (BLM)	$ 2,500.00
2. Chamber of Commerce	$ 1,000.00
3. Trust For Public Lands	$ 1,000.00
4. Marion County Sale of Detroit Lake Property	$ 430,000.00
5. Marion County Title III	$ 150,000.00
6. Oregon Parks & Recreation Local Government Grant	$ 500,000.00
7. Land and Water Conservation Fund	$ 250,000.00
8. Marine Board/ Fisheries	$ 300,000.00
9. State Transportation Improvement Program allocation for Chemawa Road improvements for Park Access (redirected and increased prior allocation of $200,000 for path from 15th avenue)	$ 987,482.18
SUBTOTAL OF MONEY AWARDS or allocations from outside Keizer	**$2,621,982.00**
10. Plus estimate of value of 85 OPRD Acres @ $25,000.00 per acre	$2,125,000.00
TOTAL MONETARY VALUE TO BE RECEIVED FOR KEIZER RAPIDS PROJECT FROM OUTSIDE KEIZER.	**$4,746,982.00**
Plus allocated SDC's from Keizer for matching funds for grants	-$ 300,000.00
TOTAL RESOURCES OBTAINED FOR KEIZER RAPIDS PARK	[1]**$5,046,982.00**

Plus In Kind donations or awards including

11. MWRC and OPRD provided environmental inventory and map
12. OPRD provided in depth study of Pond Turtle habitat
13. National Park Service grant for Technical Assistance for two years. (Dan Miller)
14. American Society of Landscape Architects services for Charette and final Master plan map.
15. River Navigator Technical Assistance (Mark Brown)
16. Boy Scouts of America Camporee work project with hundreds of youth participating in making trails.
17. Dynamic Life work project with hundreds of youth involved in clearing field.

[1]For comparison purposes, the total cumulate amount the City of Keizer has allocated to all Keizer parks combined, from the general find since the incorporation of the city in 1982 until the newly passed 2007-8 budget is $2,123,587.00. The new park land obtained for Keizer Rapids park (120 acres) more than doubled Keizer prior park land inventory (96acres)

After the park land was obtained, RIVERR began the task of master planning the park. In preparation for the master planning the task force recommended "Keizer Rapids," created the park logo, an introductory brochures, five (5) separate information pieces, and a final brochure showing the master plan.

With public outreach materials in hand, the task force conducted an extensive public information, outreach and public involvement campaign. The adjoining neighborhood was included in the Task Force and public testimony was taken at every meeting which was held regularly on the third weds of every month. The project was the subject of extensive outreach and publicity throughout the community and was the subject of countless local newspaper articles and even received some exposure in national publications. Tours of the park were given including a formal "sneak preview" Iris festival event. Presentations on the park were made to the Rotary, Lions Club, and the Chamber of Commerce. Information booths on the park were set up at community events such as Iris Festival, and Marion County Fairs and Water Trail events. The task force also conducted an extremely successful survey by mail campaign with 1,560 households completing and returning the survey. The survey results showed very strong support in the community.

RIVERR also requested and then received environmental and recreational inventories. When Pond Turtle habitat was discovered RIVERR requested and received assistance from OPRD to determine that no Pond Turtles were living in the park.

After the public information and inventories were completed, RIVERR and the Parks Board worked together in joint session to complete the master plan with the assistance of a technical advisor provided by the National Park Service. The work culminated in a design Charette that resulted in huge public input and six alternate plans for the park. The RIVERR and the Parks Board, in joint session then created a final design for the park which was then approved by the City Council in October of 2006, and Marion County Commissioners in January of 2007.

After the master plan was approved, RIVERR and the Parks Board worked out a strategy for some minimal improvements to open the park to the public. A caretaker was included to provide some security at minimal cost, some essential improvements were made, and the park was opened to the public on July 21, 2007.

After Keizer Rapids Park was opened to the public on July 21, 2007 the only remaining task was to complete the transfer of the remaining responsibilities for the park to the Parks Board. A plan was developed to organized volunteers that came forward during the RIVERR task force into 10 separate project groups, each with an identified leader. These project groups would then report to a Keizer Rapids work group which would replace RIVERR but would report to the Parks Board. To assist with the additional work load the Keizer Parks Board would be increased by two members. The recommendations were followed and the new Parks Board members were seated in September of 2007.

Keizer Rapids Park would never have happened if it were not for the selfless dedication of the members of the task force, the Parks Board, the City Council and Keizer Staff (especially Nate Brown). It also can not be over emphasized that we did not do this alone but rather we received tremendous help from our regional partners. Given Keizer's limited park resources, these partnerships should continue to be encouraged, developed, and pursued.

RIVERR Task Force
Richard Walsh, Chair **Keizer Council**
Dan Clem, **Salem Council**
Kasia Quillinan, **Salem Council ***
Hersch Sangster, **Keizer Bikeways ***
Red Vanis, **Keizer Bikeways**
Janet Carlson, **Marion County**
Sara McDonald, **Marion County**
Tanya Beard, **Marion County ***
Russ Dilley, **Marion County**
Matt Thorburn, **Marion County ***
Scott Norris, **Marion County**
Barbara Young, **Marion County**
Eric White, **Marion County**
Christine Dieker, **Keizer Chamber**
Mak Brown, **Bureau of Land Mgmt.**
David Louden, **Citizen-at-Large**
Mike Kirby, **Citizen-at-Large**
Darrell Mon, **Citizen-at-Large ***
Rich Ford, **Keizer Parks Board**
Clark Williams, **Keizer Parks Board ***
Dan Miller, **National Park Service**
Renee Merritt, **Trust for Public Lands**
Ron Campbell, **Oregon State Parks**
Dan Miller, **National Park Service**
Renee Merritt, **Trust for Public Lands**
Additional Citizen Representatives
Beth Daniell-Claggett Creek Watershed Council
Jerry Nuttbrock-West Keizer

Keizer Parks Board
Rich Ford
Clark Williams *
David Philbrick
Marlene Kelly *
Garry Whalen
Michael Gaynor
William Riesland
Clint Holland
Vickie Hilgemann
Shayne Hollandsworth *
Marsha Clark *
Jennie Bond Esser

Staff

Chris Eppley
Shannon Johnson
Rob Kissler
Bill Lawyer
Nate Brown
Sam Litke
Debbie Lockhart
Cheryl Webster
Shane Witham

City Council

Lore Christopher, Mayor
Richard Walsh, Council President
David McKane
Troy Nichols
Charles Lee
Judy Smith *
Michael Gaynor*
Jacque Moir
Jim Taylor

* Indicates former member

FINAL REPORT
Regional Intergovernmental Visions Enhancing River Resources (RIVERR)
September 17, 2003 - November 7, 2007
Richard Walsh, Chair.
November 1, 2007

The Regional Intergovernmental Visions Enhancing River Resources (R.I.V.E.R.R.) Task Force is pleased to report to the Keizer City Council that is has successfully completed all assigned tasks. The grants for the purchase of the land, the public outreach, the completion of the master plan, the opening of the park and the transition of the work from the RIVERR Task Force to the Parks Board have all been completed. Accordingly, the Task Force is now ready to be discharged by the City Council.

This letter and the accompanying documents are presented to memorialize and document the work of the task force, to remind us of the tremendous help we received on the project, and to serve as a resource for future planning efforts regarding the Keizer Rapids Park.

The Task Force was created by motion on July 7, 2003. Members were solicited in August and the first meeting took place on September 17, 2003. Nate Brown was hired and provided critically needed staff assistance starting in January of 2004. To formalize the Task Force, a resolution was passed by the City Council on April 5, 2004 charging the Task Force to make recommendations to the City regarding the following:

> *"to facilitate the creation of a West Keizer Community Park utilizing, but not limited to, the 85 acre Beardsley Bar/Keizer Rapids Parcel owned by the Oregon State Parks, and to create a master plan for said proposed park to present to the Oregon State Parks and to propose all other action as is needed to acquire and maintain the use of the Beardsley Bar/Keizer Rapids parcel and any other potential Keizer Rapids parcels for the benefit of the public."*

To assist in the creation of Keizer Rapids Park, the task force undertook five major tasks:

1. To pursue options, grants, funding, and other resources to physically obtain park land.
2. To share information, engage and involve the public (Outreach and Survey).
3. To assess public need for park amenities
4. To create a master plan for Keizer Rapids Park
5. To lay the groundwork for the Keizer Parks Board to develop Keizer Rapids Park after the RIVERR task force ends.

A time line and summary of the history of the efforts to create Keizer Rapids Park, both before and after the beginning of the R.I.V.E.R.R. task force is attached to this report as Appendix A. Also presented with this report are various related documents including the Council Resolution creating the task force, task force minutes, various pictures, aerial views and maps of the park, copies of the outreach and design Charette documents and the final master plan.

GOAL 1: PURSUE OPTIONS, GRANTS, AND OTHER RESOURCE OPPORTUNITIES TO PURCHASE PARK LAND FOR KEIZER RAPIDS PARK

The projected costs of a major, regionally significant park was millions of dollars and the allocation for a west Keizer park was only $300,000.00 from System development charges. Accordingly, the first order of business was as follows:

1. Secure options on the critical properties to connect the park to Chemawa and to Keizer.
2. Identify, pursue and obtain grants,
3. Acquire a long term lease from the Oregon State Parks on the Beardsley Bar property

As one of the goals of the City Council was to reconnect to the Willamette, the RIVERR task force worked on forming partnerships with other groups who all were also seeking to create Willamette River connections through out the valley, including Keizer. Keizer had already been a partner in the creation of the Mid Willamette River Connections group M.W.R.C. (aka Water Trail Group) and during the first year of the RIVERR Keizer strengthened its relationship with those partners, including Marion County, Oregon State parks, the River Navigator, Salem, and others.

The first obstacle encountered by the Task Force was the need to do an environmental inventory of the Oregon State Parks Land as required by the OPRD. Because Keizer Rapids was part of the overall MWRC vision for the Willamette River, the MWRC gave Keizer its first grant to pay for that study and to create the Natural Resource Map (included in packet).

The second obstacle was to find resources to start the public outreach effort and to improve our chances with grant applications. To start that effort we needed printing and professional graphic designer assistance. To overcome this obstacle we again turned to the Willamette River partners, and the Willamette River Navigator and the BLM agreed to step up and pay half of these costs and the Keizer Chamber of Commerce stepped up and gave us a grant for the other half. The printer also provided copies at cost. As a result we were able to start working on public information pieces, letter head, logos, maps. (Included in packet).

Our first major grant to fund the acquisition of the park and to get the park project "on the radar screen" was a $500,000.00 grant from the OPRD, which we received in September of 2004. Governor Ted Kulongowski made the presentation and again emphasized the park as part of the greater Water Trail project and presented the check as to Keizer along the banks of the Willamette as part of his agenda to repair, restore and recreate along the Willamette River.
The connection to the Willamette River was a theme in most grant applications.

A summary of all the grants, awards and allocations is contained in the executive summary. In the end there were 17 different funding sources of money or soft matches. Of these Keizer was award 8 actual money grant for park land totaling $1,634,499,82 plus received an allocation from the State Transportation Improvement Program funds (STIP) for $987,482.18 for improvements to Chemawa for Park Access. This replaced a prior authorization for $200,000.00 that was obtained to connect 15th avenue to the park that was folded into the future (STIP) allocation after the neighbors of the park presented a petition to not create a path to directly connect 15th to the park and after the city was unable to find any property owners along 15th avenue that would sell an easement to make a direct connection to the park. Connecting 15th to the park, however, remains on the master plan in the event that in the future the city has the resources and is presented with an opportunity with willing landowners to connect the park to 15th avenue. When the STIP allocation is added to the money awards for purchase of the land, the total monetary awards total $4,746,982.00.

OPRD also gave Keizer a no cost lease for 25 years for 85 acres of park land to be added to the park. There is every indication that this lease may be extended indefinitely. The value of the 85 acres has not been appraised as it is not being purchased. Moreover, the value of this lease is difficult to assess as the area contains a wide array of land, both in and out of the flood way. Some is heavily forested and some of the land (especially in the north forest) could someday be buildable land. Other sections of the park are scoured yearly by the rising Willamette River. Even the scoured area, however, has previously had some value as an aggregate source and was used by ODOT for that purpose during the construction of I-5. Considering all these factors, a value of $25,000.00 per acre is estimated as that is the value of the last appraisal of the unbuildable portion of the Charge property. Some of the land is worth more, and some is obviously worth less, but the overall estimate is conservative as it is based entirely on a dated estimate of unbuildable land. $25,000.00 per acre for 85 acres totals an additional value of $2,125,000.00. When added to the $2,621,982 of money awards and allocations, the total received by Keizer for the Park project will be $4,746,982. After Keizer adds a match of $300,000.00 the total for the park project will be $5,046,982.00. When the 7 other formal "soft match" grants and awards are considered, the value given to Keizer for this project is considerably higher.

In addition to the more formal grants, awards, soft matches and projects noted above there were also countless other "in kind" contributions from many volunteers who helped with trail clearing, amphitheater work, tree clearing, and Eagle Scout picnic area projects. There were also numerous other services provided by the Oregon Parks and Recreation Department including technical assistance, dump cleanup, installation of second gate, tables, portable bathroom, and a new fire pit and signs for the canoe camp. The task force members, our partners, members of the Keizer Parks Board and the City Council also put in countless hours into the creation of the park that counted as "soft matches" for many grants.

To put the amount of grants into perspective, all the money budgeted for all Keizer Parks from the Keizer General Fund since the beginning of the City in 1982 until the newly passed 2007-8 budget year equals a grand cumulative total of $2,123,587.00. By comparison, the monetary awards alone for the Keizer Park project, listed above($2,621,982.00) exceed this total by half a million dollars. The amount of these awards is especially significant since this money came from outside Keizer.

Keizer invested $300,000.00 in SDC's to provide match for some of the grants. This seed money amounted to under 6% match for the $5,046,982.00 total value of the money and property obtained for this project. A 6% match for any government project is extremely fortunate.
With combining the grant and award money with the SDC match, Keizer was able to purchase an additional 35 acres of park land and was able to connect the park to the Keizer city limits to the

south and to connect the park to Chemawa road to the North. The transportation money awarded will be used to improve Chemawa to safely connect the Park to all the residents of Keizer.

Before the Keizer Rapids Park project, Keizer had 96 acres of parkland. After the grant and land acquisition phase was completed, Keizer Rapids park added over 120 acres of parkland to the Keizer Parks inventory, more than doubling the parkland for Keizer residents to enjoy.

GOAL 2: OUTREACH AND SURVEY

Before the Task Force could begin discussing the park project with the community, they first needed to agree on a name for the project and for the proposed park itself. Although the name Keizer Rapids was already the name of a feature on the Willamette River adjacent to the park and was being informally used by some to refer to the park, there were many other names also being used to identify the park such as Beardsley Bar, King George, and others. The Task Force recommended to the City Council to officially name the park Keizer Rapids Park because of the historical significance of the name (see history outreach sheet) and because it geographically designated the park at Keizer and because it emphasized the connection to the River. It was also important that the name already appeared in the Rand McNally maps as a recognizable feature of the Willamette River.

The Task Force with the help of a professional designer and with grants provided by the River Navigator then created the following logo for the park.

KEIZER
Rapids
PARK

The lines represent the Willamette River which makes a bend at Keizer Rapids. The three distinct lines represent Keizer's motto of Pride, Spirit and Volunteerism. The blue was chosen for McNary blue and the slant for the words "rapids" was intended to show the movement of the river.

After the name of the Park and the logo were established, the task force began to work on creating five public information pieces on the following topics:

1. Overview
2. Funding
3. Connections and Partnerships
4. History
5. How to Get Involved

Each information piece was written by task force members and was professionally printed with grant resources. The task force also developed an initial brochure introducing the project and followed up with a final brochure showing the approved master plan.

The Riverr task force itself was comprised of a wide range of members from the community including representatives from the Keizer City Council, Salem City Council, Keizer Bikeways committee, Marion County Commissioners and park department, Keizer Chamber of Commerce, the River Navigator, Keizer Parks Board, Oregon State Parks, and others.

Neighbors of the park organized into the West Keizer neighborhood association with a stated purpose to have a greater voice in the park design. After the neighborhood association was formed a place on the task force was established to allow the association unrestricted dialog on the project. The chair of the task force also attended most of the neighborhood meetings from the beginning of the association through the master planning phase of the park to hear and address questions of concerned neighbors.

To help encourage public participation the task force also made a point to meet at the same time and place every month, 5:30 on the third Wednesday of every month from September 2003 until April 2007. The meetings were publicized in the paper and on the web page and a report of every task force meetings was made by the task force chair on channel 23 at the city council meeting that followed the task force meeting. Newspaper reporters, neighbors, and citizens were all invited to the meetings and public testimony was regularly taken at each meeting. Neighbors, dog park advocates, river activity and water trail advocates, "Jean" supporters, bike users, sports enthusiast, and other supporters and opponents of the park all had a place to come, be heard, and become part of process.

The park project was featured in many regional and local newspaper articles and often appeared on the front page of the Keizer Times and the front page of the Local Section of the Statesman Journal. The park was also featured on the Keizer web page and was the subject of the Keizer Quarterly mailings. The park even received mention in various national publications.

Numerous power point and other formal presentations were made in the community including at least two major presentation to the chamber of commerce at their luncheons. RIVERR Task Force members also made presentations at other community meetings, water shed council meetings, and neighborhood associations. Public outreach materials were printed and available at many community locations including city hall, various businesses and on the city internet page.
Many tours of the park were given of the park from 2004 through 2007 including a community "sneak preview" of the park part of the 2005 Iris Festival. A bus, donated courtesy of Blanchet School, drove residents to and from the park. At the park they were greeted with an information booth and refreshments and were given walking tours and hay rides by volunteers.

Visitor passes were designed and given to citizens who presented identification and wanted to see the park before it was open to the general public. Formal booths manned by volunteers and displaying park pictures and information took place at the Iris Festivals, Marion County Fairs, Keizer's 25th birthday party, water trail events, and many other community celebrations from 2004 through 2007.

A major outreach undertaking was the creation and distribution of a community survey regarding Keizer Rapids Park. The survey was sent to every water bill in Keizer and was also distributed at the Fairs and other community events during the fall of 2005. Input was also received from the city online "survey monkey." Keizer residents responded very strong both in interest and participation. Over 280 questionnaires were returned from the Iris Festival booth, and 91 at the Marion County fair. There was 1560 residents who completed the mail in survey which is more than any other Keizer survey in recent memory. By comparison the latest 2007 city annual survey had 841 respondents.

The survey returns were from a wide cross section of Keizer residents based upon age of persons in households. The results of the survey reflected that the park was viewed very favorably by Keizer residents returning the survey. Over 90% of the respondents indicated that it was important or very important for the community to have day use picnicking areas, cycling trails, nature trails, a local access community park, hiking trails, playgrounds and multi-purpose lawns at Keizer Rapids Park. All of the amenities eventually added in the master plan were viewed favorably in the survey although not all of the amenities Keizer residents wanted could be accommodate in the park. An example of the survey and a detail of the survey results are attached.

Outreach continued throughout the master planning of the park, and even after the park was master planned. At the completion of the master plan the group sought and received a final artistic drawing of the master plan from the Landscape Architects at no cost to Keizer. As a final outreach project the task force then completed a final brochure showing the new drawing of the master plan and requesting volunteer assistance. (Attached).

GOAL 3: ASSESS PARK RESOURCES AND PUBLIC NEEDS FOR PARK AMENITIES

In addition to public "wants" as obtained from the outreach effort, the task force also considered the assets of the park and the local and regional "needs" as established by objective criteria.

To identify the assets of the park, the task force requested and received assistance from the Oregon Parks and Recreation Department (OPRD) to do an environmental inventory of the park. The results of the inventory revealed natural assets but also identified a potential threatened species habitat (Pond Turtle) that could have significantly affected the design of the park. According (again with the assistance of the Oregon State Parks) a second study was conducted which determined that there were no Pond Turtles living in the park. The task force also identified and considered flood planes, flood ways, and other natural factors that could have an impact in creating a master plan. OPRD also provided a vegetation map to assist in planning efforts.

To assess public needs for park amenities Keizer Senior Planner Sam Litke assisted the task force by researching and presenting a parks and recreation inventory showing the parks and amenities currently available to Keizer residents and where the need was most in need based upon established objective standards. In addition to reviewing park inventories in Keizer and the region, he also was assisted by the recently completed comprehensive study performed by the Oregon Parks and Recreation Department for this region. (S.C.O.R.P.)

The results of this recreation inventory analysis, together with the input from the outreach effort and the recognized and identified limitations and assets of the park property helped identify the potential amenities for the park and helped shape the parameters of the master plan.

GOAL 4: CREATE MASTER PLAN FOR KEIZER RAPIDS PARK

After the first four goals were reached, the task force started on the task of the final master planning of the park, including creation of a design for the park itself. Technical assistance for the master plan process and design was provided from grants from both the National Park Service Rivers and Trails program (Dan Miller) and an "in kind" grant from the American Society of Landscape Architects. This was in addition to the in house technical assistance from Nate Brown, community development director, Sam Litke, senior planner, and Rob Kissler, public works director.

During the many months of master planning the park, the R.I.V.E.R.R. task force and the Keizer Parks Board held joint sessions every month. The master plan was created during those joint sessions. The task force and Parks Board reviewed all the information gathered by the task force and together formulated the parameters of the master plan. The joint sessions then determined the "givens" that should be in any final master plan. The joint sessions also decided on a list of amenities that should be considered for inclusion into the park in the design phase depending on the space available, the final design chosen, and the intensity of development desired by the public and, ultimately, by the city council.

After the parameters were determined, the task force held an intensive workshop called a "design Charette" on June 16-17, 2007. There were six Charette "teams" consisting of not just task force and Parks Board members, but which also included the mayor, other city councilors, and many other representatives residents of Keizer. These six groups toured the park on Friday and received a "crash course" of the information learned by the task force. Then beginning at 7:30 a.m. on Saturday morning the 6 teams started working with architects provided by the American Society of Landscape Architects, and created 6 different visions of the park, ranging from fairly undeveloped, to highly developed.
After the six visions of the park were finished, the task force held a public open house. All Keizer residents were invited to come and see the various plans and listen to the explanation of the plans by representatives of the various teams. Then the public was asked to "vote" on their favorite plan and make comments on their favorite features. The open house was very well attended with over 100 Keizer residents participating.

The 6 versions were then widely circulated in the community to obtain even further input for the task force. A presentation of the six versions was presented at a Chamber luncheon for even more input.

After all the Charette input was received, tabulated, and reviewed, the task force continued its master planning efforts in joint sessions with the Parks Board until a final master plan was created and recommended to the Keizer City Council. Additional public input was received and the Council approved the master plan in October of 2006 and the master plan was approved with conditions (regarding Chemawa Road improvements) in January of 2007.

A full copy of the Keizer Rapids Master Plan is included and attached to this report.

GOAL 5: LAY THE GROUNDWORK FOR THE PARKS BOARD TO DEVELOP KEIZER RAPIDS PARK AFTER THE RIVERR TASK FORCE ENDS.

After the master plan was completed and approved, work began to prepare the park for public access, to plan and hold a celebration at the opening of the park, and most importantly, to create a process for turning over responsibility for pursuing grants and making recommendation regarding Keizer Rapids Park from the RIVERR Task Force to the Keizer Parks Board.

The task force and Parks Board formulated a strategy to open the park by making minimal/affordable improvements to Chemawa to meet the Marion County requirements. The joint sessions also recommended some minimal road and parking lot improvements so that the public could access the park. Local volunteers also helped clear the land and build trails. Literally hundreds of boy scouts and school children also helped in these efforts. Buffers and fences were also planned, authorized and construction started to address the concerns of neighbors of the park. Since the funding for the improvement required waiting for the fiscal year to begin on July 1, 2007 the joint task force/Parks Board sessions recommended opening the park on July 21 and then recommended interim park rules and a permit system for park use before the park was "officially" open to the public.

A celebration at the soft opening was also planned to properly and publicly thank all the organizations that assisted in the park. T-Shirts, mugs, plaques, and other gifts were given to various supporter and granting organizations. The ceremony also celebrated the official opening of the park to the general public. The ceremony was well attended by the public.

After the last official meeting in April of 2007, a RIVERR/Parks Board work group, called the governance work group began meeting to work on the transition of all Keizer Rapids responsibilities once the task force was ended. The work group recommended that the Parks Board set up a permanent Keizer Rapids work group to replace the RIVERR task force. Its membership would consist of some Park Board members and representatives of all the active project groups that were working on individual park projects or tasks. That Keizer Rapids work group would then report directly to the Parks Board. The Parks Board then recommended that its membership be increased by two members to handle the additional workload. The recommendation was passed by resolution by the City Council on May 7, 2007 and the two new positions were filled in September 2007 along with a vacancy caused by the death of a Parks Board member. When the three positions were filled, RIVERR Task Force members Dave Louden and Christine Deiker were added to the Parks Board in addition to Keizer resident Marlene Quinn.

The Keizer Rapids Work Group was established under the Parks Board and leaders were identified for ten (10) project groups.

CONCLUDING THOUGHTS BY THE CHAIR OF RIVERR TASK FORCE:

The RIVERR Task Force was the first regional task force that was convened, organized, and run by the city of Keizer for the benefit of Keizer residents and residents throughout the region. If there is one lesson to be learned from the successes of the RIVERR task force project it is that Keizer can do far more for its own residents and for the region by dreaming big and then working cooperatively with regional partners to make the dream come true.

Alone, Keizer had $300,000.00 in resources to purchase a West Keizer Community Park. Alone, and looking only to land inside the Keizer city limits, this would have been only enough resources to purchased between 2 to 4 acres of ordinary (not river front) park land. However, by working with regional partners to create another regionally significant water front park that would be part of the Willamette Water Trail and by being willing to "look outside the box" to land adjacent to the city instead of only looking inside the city, Keizer was able to convert that $300,000.00 into over 5 million dollars in resources and was able to obtain a 120 acre river front park, which more than doubled all the park land inventory in Keizer for the enjoyment of Keizer residents and future Keizer generations.

It is important to keep the big picture in mind. True, Keizer invested $300,000.00 of its scarce SDC revenues on this project, but it received over $5 million in park resources, or a net gain of over $4.7 million, which is more than double all the general funds Keizer has spent on Parks since the beginning of the city and is 6 times all the SDC's Keizer has available for the creation of parks in Keizer. Instead of being a money expense, the park project turned out to be a much needed money magnet for Keizer.

The creation of the park is now completed. However, it is still just a blank slate awaiting development. The task to find a way to develop the park will be passed to imagination, vision, and leadership of the Parks Board and the Keizer City Council.

In making decisions on development we should not loose sight of the power of this project to attract regional resources. To do so, however, Keizer must remain strongly in the heart of the regional Willamette River efforts. Keizer is blessed with this natural resource and with the geographic position near the halfway point in the Willamette River and half way between Salem and Willamette Mission Park. We have benefited greatly by being in the forefront of those strongly supporting Governor Kulongowski's Willamette River agenda, the Water Trail, the Willamette River Concord, and Darlene Hooley's Willamette River United legislation. By continuing to show strong support for these regional efforts, we not only help promote, improve and enhance the Willamette as a vital community asset, we also become part of a bigger picture and position ourselves in a place extremely favorable to future grant requests.

Keizer also needs to always remember the partners who helped us achieve the success we have enjoyed. The people, agencies, and organizations are too much to list here, but they are noted on the many grant applications, minutes of the meetings, and on many volunteer sheets kept by the city. They include the Willamette River Navigator Mark Brown, The BLM, The OPRD and its director Mike Carrier, the Governor, our state and national representatives, all the Marion County Commissioners and especially Janet Carlson, the National Park Service and its representative Dan Miller and many others. By showing support for these regional partners we not only give thanks as is appropriate, but we also preserve the foundation for future partnerships to further develop all of Keizer's Willamette River parks.

The Keizer Rapids Park project really started in 2001 when the Keizer City Council established a long term goal to simply "explore ways to better connect Keizer to the Willamette River." At that time, Keizer did not know of the existence of a possible 85 acres at Beardsley Bar, only had $300,000.00 and did not have any idea what that connection would ultimately look like. What the council had, however, was a dream to better connect to the Willamette and a desire to do the best they could with what they had with this tremendous public asset. By keeping an open mind as opportunities developed, by thinking outside the box, by having a little faith, by thinking big, and by joining with regional partners and ongoing regional efforts we were able to make it happen.

Future opportunities for Keizer Rapids and for Keizer's other Willamette River parks are boundless. For example, the potential to realize the master plan's vision of an educational facility at this park is unprecedented. This is in part because of the unique location of the park where the northern edge of the second largest urbanized region of the state meets forest, wetlands, riparian areas, bird and wildlife habitat and the river. A river education and restoration group has already expressed an interest in being a partner in creating a river educational facility at the park. The historical significance of the park also can not be overemphasized as a regional educational asset. The park also boasts tremendous other recreational possibilities with sports fields, sports courts, outdoor amphitheater, a dog park and other amenities. This park truly can become a local source of pride and a major regional asset, but only if we continue to work together to bring the park to its full potential. The challenge is to continue to have the courage to dream big, to keep the vision, and to work in partnerships with those who can help us make that dream come true.

Appendix A

RIVERR TASK FORCE TIMELINE & SUMMARY OF MINUTES

1970's Marion County Parks Master Plan identifies a need for a new park in the Beardsley Bar area (this is the same location as Keizer Rapids Park).

1992: Keizer's Park Master Plan, first adopted in 1992 identifies a need for a West Keizer Community Park.

2001: The City Council of the City of Keizer established a long term goal 2001 to explore ways to better connect Keizer to the Willamette River.

2001: The City of Keizer became one of the founding members of the Mid Willamette River Connections (MWRC) group to explore regional solutions for river access questions; This group became the Willamette River Water Trail group.

December 18, 2002, Keizer formally expressed an interest to the Oregon Stater Parks to explores the possibility of developing the 85 acre owned by the Oregon State Parks at Beardsley Bar/Keizer Rapids into a park usable by the public.

July 7, 2003, Keizer City Council adopted a short term goal to establish a Willamette River Task Force. The purpose of this Task Force is to explore ways to reconnect Keizer to the Willamette River and make recommendations to the City Council on plans and strategies that will maximize the potential for grant and funding opportunities and which utilize and enhance recreation, alternative transportation, green space, history, education, health and fitness, aesthetic attributes, natural vegetation and wildlife habitats, river water quality, and to reduce erosion and pollution.

April 14, 2003: Keizer City Council agrees to join with Marion County to pursue granting opportunities to assist with potentially developing the 85 acre State owned parcel at Beardsley Bar/Keizer Rapids.

July 3, 2003, Oregon State Parks indicated in writing, their interest to grant Keizer a no cost lease for at least 20 years in duration for the Beardsley Bar/Keizer Rapids parcel so that the property could be used as a park.

July 7, 2003 Keizer City Council, by motion, establishes the Regional Intergovernmental Visions Enhancing River Resources (RIVERR) Task Force.

July - August 2003: Potential task force members contacted and invited, calendars coordinated for meeting schedule.

September 17, 2003: First meeting of RIVERR Task Force. Task Force starts to explore grant options and Marion County Timber Sale prospect. Review Marion County comprehensive parks plan. Identified potential grants. Discussion of issues concerning owning land outside of the city limits. First minutes reflect discussions of nature trails, river access, boat landing/launches, restroom facilities, game fields, parking, open and enclosed picnic shelters, beach areas, dog water park and a field for dog training, and a trails for walkers, bikers, roller bladers, skate boarders, and ADA accessibility.

October 6, 2003 Keizer City Council issued the "Willamette Concord Proclamation" recognizing that further potential connections to the Willamette and obtaining resources to obtain those connections are enhanced when Keizer works in a coordinated manner with its neighboring Willamette River communities and governments. Task Force commenced working with TPL, begins review of inventory from Natural Heritage Information Center, and begin review for protected species or plants. Flood way vs. flood plain issued explored. Surveyor David Louden explained some easement problems and need for further study.

November 2003: Task Force recommends that Keizer Rapids be designated as the West Keizer Community Park already identified in the Keizer Parks Master plan. Task Force recommends expenditure of money for appraisals and options for Buckles and Charge parcels. Work also begins on creating public information pieces on the park and the project.

December 2003: Council passed a resolution recognizing Keizer Rapids as a Keizer community park which opens up opportunities for the identified parks system development charges (SDCs) allocated to a west Keizer community park to be used for grant matching. Council also directs staff "to move forward with the Trust for Public Lands and Oregon State Parks regarding the proposed West Keizer Community Park." Task force continues work with natural inventory and public information pieces. Task force starts visioning for large public outreach program. Access easement issues explored with Marion County public works. Partnerships with Water Trail effort pursued.

January 2004: Nate Brown hired as Keizer's Community Development Director and provided technical support to the task force. Tanya Beard was substituted for Matt Thornburn. More grant options explored. Work plan, goals and action items, budget and time lines were being formulated. Task force worked on environmental inventory issues and public outreach materials. Conceptual drawings started to be discussed.

February 2004: Received first grant to finish environmental inventory from the Water Trail group, MWRC. Task force also developed rough draft of six fundamental goals for future grant efforts. Explored historical significance of the park parcel and connections to Thomas Dove Keizur and his family. Recognizing long term nature of effort, bi-laws subgroup and community outreach subgroups were formed. As workgroups started to form to handle the increasing workload, several task force members started having multiple meetings every month on the project.

March 2004: Task Force worked on Bylaws, funding, grants, work plan budget and outreach.

April 2004: City Council formalized a new resolution re-establishing the Riverr Task Force (this was a technicality as the Task force was done by motion, but not by resolution in July of 2003). The Task Force then re-elects chair Richard Walsh, and vice chair Mike Kirby. Christine Dieker added as chamber rep. and David Louden as a citizen at Large.

April 2004: Governor Kulongoski visits Keizer Rapids and also makes the Willamette River a high priority of his office with a agenda to "Rebuild, Restore, and Recreate " on the Willamette. Task Force recommends a letter thanking the Governor for his support of Willamette river communities. Task Force work on work plan and budget continues.

May 2004: Grant prioritization and work continues. Also Task Force recommend to formally name the project Keizer Rapids Park. Pursuing $2,500 grant for graphic design from BLM and RTCA Grant for technical assistance and plan to follow up with a grant from ASLA. Also start to look into Multi-use path transportation enhancement grant proposal). Outreach formulates questionnaire draft and proposed draft budget is reviewed.

June 2004: Interviewed publicity and graphic design firm for park logo design (paid by BLM grant). RTC grant work including gathering letters of support and supporting documents worked on by task force including background papers, work plan, time keeper, and budget. Regional summit is held on June 23, 2004 and Keizer Rapids Park is featured. Agreement is reached with Charge property owner.

August 2004: Bylaws amended, graphic design modified, outreach products worked on and budget developed. Debbie Lockhart receives a "gold fish" award from group in appreciation of all her support beyond the call of duty. Task Force Chair makes appearance at Marion County public hearing for the Forrest Service Grant regarding the sale of Detroit area property. Decision to change all map references to indicate parcels as "parcels 1 and 2" rather than as the names of the property owners to protect privacy of landowners involved. Keizer Rapids receives a favorable recommendation by the Oregon Park Commission. Task force did field trip to park.

September 2004: $500,000.00 grant from OPRD is given to Keizer and the Governor himself presented Keizer with the check in a ceremony along the river banks during the Willamette Water Trail kick off ceremony. He emphasized the relationship of Keizer Rapids to the Willamette River and his agenda to reconnect people to the river in the Willamette Valley. Four grants had previously been received and with this large grant the project was becoming viable in the eyes of many grant organizations. More work was being done and more letters of support were being generated for a Title 3 grant and a possible Marine Board grant and Land and Water Grant. Discussion regarding how to deal with title issues and costs on land purchases.

October 2004: Dog park advocates begin attending meetings of the RIVERR task force. Work continues on many grant applications. Keizer Rapids internet information made available on line. Chair makes presentation to watershed council that showed support.

November 2004: Neighbors of the park testify at meeting. Dave Hilgemann agrees to act as the first liaison for the neighborhood. Task Force chair makes power point presentation to chamber of commerce. Keizer is awarded the NPS grant from the US Department of the Interior for the Technical Assistance Grant for the outreach and master planning of the park from the NPS rivers and trails program. Options are secured from both properties. Oregon State Parks agrees to clean up a local dump on the park property. Work on brochure and more grants is continuing and exploration of involvement of Oregon Solutions is discussed. .

December 15, 2004: Increasing public participation at task force meetings. Final version of letterhead and logo developed. Kickoff for broad outreach planned for Iris Festival. The city of Salem passed a resolution offering continued support for the Keizer Rapids Project and designated Dan Clem as the new Salem representative to the task force. Chair and Nate Brown give tour of the park to grant organization. Other grant opportunities are pursued.

January 2005: More public testimony including Cyndi Ashley of POWER asking for consideration of youth activities and programs in the park and the possibility of youth groups helping to develop the park. Power point presentation given by chair as overview to Dan Miller, the new technical advisor from the National Park Service. Dan Miller gives overview of his role in the process to task force and interested citizens. Committee members visit local dump at park, and OPRD cleaned up the dump at no cost to Keizer and installed a new gate to prevent recurrence. Outreach materials nearly completed and costs assessed but to meet $2,000.00 in additional costs, Christine Dieker reported that the Chamber of Commerce would pitch in $1,000.00 and Renee Meritt with the Trust for public lands pitched in the other $1,000.00. With the prior grant from the BLM all publication and design work is paid in full.
At request of task force Keizer sends a request to Marion County for $150,000.00 in title III money. Task force has all members and associated members write letters of support for outstanding grant requests. Watershed council includes Keizer Rapids in its work plan.

February 2005: Final Brochure and fact sheets printed "at cost" and logo depicts three lines for pride, spirit and volunteerism, the bend for the bend in the river at Keizer Rapids, and the Blue is for McNary Blue. Start planning public outreach for Iris Festival. Begin working with Dan Miller with NPS. Continued working on questionnaire. Start planning for a neighborhood meeting of affected landowners and neighbors. Continued work on grants. Water trail coordination and chamber decides to make the Iris Festival theme "rolling on the river." Chair made presentation to Keizer Rotary on February 24, 2005.

March 2005: Presentation from Governor's Oregon Solutions team. Additional fact sheets worked on for Funding, History, How to Get involved. Discussion of future outreach, begin discussion for Charette Planning. Planning for May public "Sneak preview" of the park event with OPRD. Dialog opened with Washington D.C. visitors, Title III $150,000.00 placed on agenda for Marion County.

April 2005: Watershed council presentation and formally supported project, April 25, 2005 Neighborhood meeting outreach. Planning for Governors Water Trail stop at Keizer Rapids on June 4, 2005. Iris Festival outreach, possible paddle parade, park preview tours, joint Parks Board meeting etc.

May 2005 : Joint session with Parks Board. Update Parks Board, presentation by Dan Miller. Circulated all outreach materials, time lines discussed, summary of proposed planning process. Extensive public testimony, plan formalized, and forwarded to parks Board, re: schedule toward Master Plan. Plan role of Park in Keizer Marion County Fair Booth. With OPRD review and correct vegetative map of Park. Iris Festival event resulted in 280 completed questionnaires, and Park Sneak Preview tours and hay rides were a success.

June 2005: Marion County agrees to use reserve officers as temporary hires for patrolling the parks, including Spongs Landing. Marion County Sheriff begins involvement with security issues of the park. With work with Boy scouts and other volunteers, cleaned up park and hosted June 4 Governor's Water Trail stop at Keizer Rapids, despite prior night major vandalism attack of facilities. Visit was a well attended success that was well publicized in the local papers. Marine Board Grant approved by Marine Board. OWEB grant deferred due to onerous restrictions it would place on the park usage. 10,000.00 questionnaires sent out in the mail. Reviewed results of questionnaire at Iris festival events. Code enforcement issues of vehicles abandoned in park postponed pending further discussions with neighbors. Task force members signed up for and attended the Marion County Fair and collected more questionnaires.

July 2005: Continued review and work on outstanding grant requests. Recommend to accept grants already awarded. Discussion about Title 3 grants, attempt to still allow some impervious surface with grant purchased property. Lease for 85 acres with OPRD drafted. Questionnaire results from 371 completed responses reviewed. Work on additional grants continuing.

August 2005: More public comments. Survey monkey on line. Continuing discussion of grant apps and more outreach work. Motion passed to recommend to council to purchase the forested areas of Alverez property. Jerry Nuttbrock requested being given a "buffer" around his parcel in exchange for some labor on the parkland. Bikeways recommends a direct path from 15th into the park.

September 2005: Extensive public testimony including proposal by Richard Chesbrough to support dredging. Dr. George Sitkei, encouraged education programs and facilities be added to the park master plan. Many neighbors of the park testified as did youth group and bicycling group representatives.

October 2005: Neighborhood petitions received in opposition to any festivals or athletic events at the park and against bikeways recommendation to connect neighborhood at 15th street. Neighbors request fencing. To the mailed questionnaire there was 1,560 responses. Keizer Boy scouts troop finished a new overnight campsite on the island just past Keizer Rapids Park. Water trail efforts continue. Begin work on methodology to compile local needs inventory. Permanent Parks Board Liaison added to Task Force. Planning for open houses.

November 2005: Review of all surveys from Iris Festival, County Fair, direct mailings, neighborhood associations, meetings at city hall, etc. Needs assessment, grants. Prepare for recognition of completion of PHASE 1 which was the point where Keizer had obtained sufficient grants to complete "Phase 1": the acquisition of the 35 acres to add to the 85 acre OPRD land to make Keizer Rapids Park. Parks Board begins a master plan review of all Keizer Parks and to also assess community needs to determine how to fill the gaps. Wetlands inventory started. Neighbors discuss plans to resurrect the West Keizer Neighborhood Association to give input into the Keizer Rapids Park Master Plan. Neighbors voice support for improving Chemawa Road.

December 2005: Christmas break

January 18, 2006: Dr. Sitkei and Emily Cassis with Marion County Extension Service make a presentation on possible educational facilities. American Society of Landscape Architects agree to work on Charette in the summer. Park inventory reviewed. Discussed how to prioritize park amenities list methodology. By January 2006, Keizer had been awarded $1,630,000.00 in grants plus the $300,000.00 for the sdc contribution, plus the 85 acre free 25 year lease plus the NPS technical assistance grant, and the chamber and TPL grants. Local needs assessment review. West Keizer Neighborhood association is invited to join task force. The Association takes a formal vote and is equally split on the 15 street access issue with 12 in favor and 12 against access to the park from 15th street. They were able, however, to strongly support an access off of Chemawa Road.

February 2006: Natural inventory reports possible pond turtle habitat in the park. Task Force recommends a request to the OPRD to carry out the necessary in depth investigations. Charette planning, thank-you preparations started for grants, Jerry Nuttbrock and Jim Hansen (alternative) join task force. Policies discussed for limited access during phase before park is opened and while Ms. Charge was still on land. Task force recommends signs marking park boundary and to respect private property be place at park ASAP. Discussion of caretaker or park host option after Ms. Charge leaves property recommended to City Council. Prioritization of amenities discussed and general "flavor of the park."

March 2006: Discussion of possible incorporation of the "Jean" into the park. Receipt of West Keizer Neighborhood Association priorities of amenities. Jean tour planned. Jean concept was neither accepted nor rejected but due to its complexities it was determined that the Jean would be best pursued as a "separate project" if a group wanted to take it on, and that it not be added to the RIVERR task force work load at this time. "Givens" for prioritization planning were discussed.

April 2006: Captain Chesbrough and Jerry Nuttbrock toured the Jean and gave a report. It was hoped that a separate group, maybe even a non-profit group would take on this project. Priority amenities vote and charette planning. Recommended city wide invitation mailing to the charette. Good neighbor buffer added as a "given." Marion County commissioner to work on intergovernmental security agreement.

May 2006: Charette planning continues, Task force recommends a request for transportation Enhancement Grant for bike route at SKATS. Dog park partners and grants discussed.

June 16-17 2006: Design Charette, with record number of attendees in city planning effort.

July 2006: Reviewed design Charette results, displayed diagrams at Chamber of Commerce luncheon meeting and additional input gathered. Salem Audubon expresses interest in building an Audubon facility. Various features from different designs voted upon to be incorporated into the Master plan. Buchanan agrees to give city an option on his property.

September 2006: Various fine tuning to the proposed master plan, including a recommendation for a second Park Host in the area of the BMX track when it is created. Master plan finalized with Parks Board and plan with joint recommendation sent to the City Council for Approval. Task Force recommends the city contact the tribes for partnership with the educational facility. Audubon Society tours park for possible involvement with educational facility at park. Other potential partner discussed is Willamette River keeper.

October 2006: Discussion of items for Chair to discuss at Congresswoman Darlene Hooley's gathering of Willamette Valley cities interested in connecting to the Willamette. Park interim policies adopted for use of the park before it becomes officially open to the public. More discussion on possible interrelationship with the Audubon Society. <u>City Council adopted the recommended Master Plan</u> and forwarded it to Marion County for their approval. The Boat Ramp Task Force was established.

November 2006: Grant wrap up and exploration of new grants. Begin process of formulating volunteers into work groups to help make certain amenities a reality. Begin with Dog Park, Amphitheater, trails, education (incl Audubon Society) and boat dock subgroups.

December 2006 : Holiday

January 2007: <u>Keizer Rapids Parks Master plan approved by Marion County</u> with some conditions, including roadway improvements. Continued implementation of workgroups for Amphitheater, Security/Police, Dog Park, Friends of the Park, Educational Facility, Hiking, Biking and BMX trails, Signs, and Rules, Main "Spine" road/parking/hard surfaces, and Fencing and Buffering, River Trail Amenities, and Ground Preparation(tree removal). Assignments made for task force members and others to the work groups. Decision made to begin preparation for the Soft opening with task force to be dissolved thereafter.

February 21, 2007: Task force and Parks Board in joint session recommends to council to use up to $9,700.00 in SDC funds to pay Jerry Nuttbrock to remove the Filbert Orchard trees in the lower field to clear land and obtain chips. Mr. Nuttbrock reduced/donated a reduction from his normal billings by $6,832.00. (Council approves and the Filberts are chipped).

March 2007: Park use increases before park is ready to be opened to the general public. To distinguish "approved" from "not approved" users, task force votes to implement a park "permit" system. In part in response to Neighborhood association concerns, the $200,000.00 allocation for bike route from 15th avenue was folded into a larger $1 million transportation improvement allocation request for improving Chemawa Road in 2010 for improved pedestrian and bike access although original bike connection is still in the master plan for future connection. Task Force recommends minimal level of improvements with agreement to Marion County to deal with Chemawa Road issues in immediate future. Recommendation for the city to work to resolve border issues regarding the Alvarez and Nuttbrock properties. Task Force approves the Boat ramp sub group recommendation for 23 vehicle/trailer stalls with 12 single cars and 1 single handicap space and forwards recommendation to City Council for inclusion into the master plan. Work Group reports. Task force and Parks Board forms a joint transition or "governance" committee to make recommendation regarding the transition of Keizer Rapids Park to the Parks Board.

April 2007: Three year implementation and "Soft Opening" budget for the park reviewed. Task Force and Parks Board joint session votes to recommend spending $40,000.00 for public works to improve Keizer Rapids Park to be suitable for the Soft opening. Due to fiscal restraints spending the money could not be spent before July 1, 2007. This also required the soft opening to be postponed to July 21, 2007. As no further policy level work was required and as all tasks assigned were completed other than the soft opening, no further meeting were scheduled until the soft opening. Further transition recommendations would be done by the governance work group. The project work groups would report directly to the Parks Board.

May - July: Joint meetings with Riverr and Parks Board representatives (governance work group) meet to further plan the transition and opening ceremony. Recommends moving all work groups from RIVERR task to a subcommittee which reports to the Parks Board and increasing Parks Board by two additional members to help with increased workload.

July 1, 2007: 2007-8 Keizer fiscal budget year begins: Funds are released to build improvement for bike lane and pedestrian access along Chemawa Road to the park, and for Keizer Rapids park soft opening minimal improvements. Parks annual operating budget is also increased from $183,700.00 for fiscal year 2006 to $266,100.00 effective July 1, 2007.

July 21, 2007: Soft opening: Keizer Rapids Park Opens to general public use.

August 2007 to November 7, 2007 Parks Board increased from 7 - 9 members. Work group created under the Parks Board consisting of Park Board members and representatives of 10 active project groups. Chair of R.I.V.E.R.R. task force assigned as Council Liaison to work group. New strategies for grants and plans for development inside Keizer Rapids Park progresses including fencing, the dog park and for hard surface trails. Recommendations made to Parks Board. Final report of R.I.V.E.R.R. task force is prepared for presentation to Keizer City Council.

November 7, 2007: R.I.V.E.R.R. Task Force retired by City Council Resolution.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2004-1473

ESTABLISHING RIVERR (REGIONAL INTERGOVERNMENTAL VISIONS ENHANCING RIVER RESOURCES) TASK FORCE

WHEREAS, the City Council of the City of Keizer established a long term goal in 2001 to explore ways to better connect Keizer to the Willamette River; and

WHEREAS, to further this goal, the City of Keizer became one of the founding members of the Mid Willamette River Connections (MWRC) group to explore regional solutions for river access questions;

WHEREAS, in 2003 the City Council of the City of Keizer adopted a short term goal to establish a Willamette River Task Force. The purpose of this Task Force is to explore ways to reconnect Keizer to the Willamette River and to make recommendations to the City Council on plans and strategies that will maximize the potential for grant and funding opportunities and which utilize, enhance and preserve the corridor's multi-faceted potentials, including but not limited to, the potential for recreation, alternative transportation, green space, history, education, health and fitness, aesthetic attributes, natural vegetation and wildlife habitats, river water quality, and to reduce erosion and pollution;

WHEREAS, at the July 7, 2003 City Council meeting a motion was moved and approved to establish a Regional Intergovernmental Visions Enhancing River Resources (RIVERR) Task Force;

FMAGIC

Lien & Johnson
Attorneys at Law
4855 River Road N
Keizer, Oregon 97303
(503) 390-1635

NOW, THEREFORE

BE IT RESOLVED, by the City Council of the City of Keizer that a Regional Intergovernmental Visions Enhancing River Resources (RIVERR) Task Force, is hereby established as outlined in appendix "A", which is attached hereto and by this reference made a part hereof;

BE IT FURTHER RESOLVED that phase one of the Task Force duties would be to make recommendations to the City Council to facilitate the creation of a West Keizer Community Park utilizing, but not limited to, the 85 acre Beardsley Bar/Keizer Rapids parcel owned by the Oregon State Parks, and to create a master plan for said proposed park to present to the Oregon State Parks and to propose all other action as is needed to acquire and maintain the use of the Beardsley Bar/Keizer Rapids parcel and any other potential Keizer Rapids parcels for the benefit of the public.

PASSED this 5th day of April, 2004.

SIGNED this 5th day of April, 2004.

Lore Christopher

Mayor

Tracy L. Davis

City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road N
Keizer, Oregon 97303
(503) 390-1635

Appendix "A"
City Council Task Force

Name: RIVERR (Regional Intergovernmental Visions Enhancing River Resources) Task Force

Purpose: To explore ways to reconnect Keizer to the Willamette River and to make recommendations to the Council on plans and strategies that will maximize the potential for grant and funding opportunities and which utilize, enhance and preserve the corridor's multi-faceted potentials, including but not limited to, the potential for recreation, alternative transportation, green space, history, education, health and fitness, aesthetic attributes, natural vegetation and wildlife habitats, river water quality, and to reduce erosion and pollution.

Membership: The Task Force shall consist of 11 voting members. Members shall include:

1. Six members appointed by the Keizer City Council: one Keizer City Councilor, one Keizer Bikeways Committee member, one Keizer Parks Advisory Board member, and two Keizer citizens at large.
2. A Keizer Chamber of Commerce Representative appointed by the Chamber of Commerce Board.
3. One Marion County Commissioner.
4. One Salem City Councilor.
5. One representative from the Oregon State Parks and Recreation Department.
6. One representative from Marion County Public Works.
7. One representative from the Willamette River Navigator.

The Keizer Public Works Director and the Keizer Community Development Director shall serve as technical advisors and shall not have any voting rights. Members of the Task Force appointed by the Keizer City Council may be removed by a two-thirds majority vote of the entire Keizer City Council.

Chair and Vice-Chair: The Task Force shall elect a Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: Members of the Task Force shall establish a regular meeting date. All meetings of the Task Force shall follow Roberts Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each Task Force member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair.

Keizer Rapids Park
Design Charette Schedule
June 16-17, 2006

FRIDAY, June 16th

4:00 – 4:15 pm **Registration and Gathering**
Convene at caretaker's house (1990 Chemawa Rd) at Keizer Rapids Park (house is at the end of the private access lane adjacent to the open field past the filbert orchard.

4:15 – 7:00 pm **A Walk in the Park – Site Tour**
Guided tours beginning at the caretaker's house, will lead groups through the park, followed by free time to explore the park. Map and document resources will be made available for tours.

6:00 – 7:00 pm **Charette Primer (for facilitators only) – CE credits**
Crash course in group design facilitation – the focus of the facilitator will be to engage participants, encourage and focus discussion, guide resolution, and organize and record ideas and group outcomes.

7:00 – 9:00 pm **Dinner and Orientation**
Dignitaries/elected officials
Project history, partners, goals
Presentation: context, river, site, technical information, public input summary
Social time
BBQ dinner & music

ACCOMMODATIONS: Accommodations at Wittenberg Inn will be made available to ASLA participants.

SATURDAY, June 17th

7:30 – 8:15 am **Breakfast (delivered) – Form Design Teams**
Wittenberg Inn

8:15 – 8:30 am **Charette Overview**
Schedule
Products

Guidelines

8:30 – 11:00 am **Charette Phase I** (snacks/drinks provided)
Charette groups consisting of 5-6 people and ASLA members will work together to develop preliminary concepts for site design. An ordered framework for discussion (access, natural resources, river trails, active and passive recreation, history and culture, education, economics, emotional reactions), case study images, technical and graphic resources will be provided to each group. Digital photos of the site projected on a wall to help people maintain reference to the drawings and issues.

11:00 – 11:30 am **Summary and Recording**
With direction from the group, the facilitator generates a sketch and notes summarizing the morning's work, and lists top 3 priorities for each discussion item.

11:30 – 12:00n **Show and Tell**
Short group rotations to other tables. Group facilitators to explain design and priorities to the visiting groups. Visiting groups listen, ask questions, move on.

12:00 – 1:00 pm **Lunch with Perspective**
Delivered lunch from Wittenberg Inn.

1:00 – 3:00 pm **Charette Phase II**
Based on feedback from Show & Tell, groups continue to fine-tune design alternatives.

3:00 – 3:30 pm **Concept Development and pin-up**
Production of final concept plans for display at open house.

3:30 – 4:30 pm **Public Open House and Group presentation**
Refreshments provided
- Welcome from dignitaries (10 min)
- Background (10 min)
- Team presentations (5-7 min each)
- Questions (10 min)
- Next steps (5 min)

4:30 – 5:00 pm **Voting, thank you, and adjourn**
Each participant and public attendee is issued a ballot on which to mark the top 3 designs, in order of preference, with a space to explain why the design is preferred. Facilitators remain near plans to answer questions. Ballots are dropped in a box on the way out. The result is a priority plan (or plans) based on stakeholder, designer, and public feedback, with keys to indicate issues weighing preference.

Keizer Rapids Park
Design Charette

Background
The Keizer Rapids Regional Community Park encompasses an 85-acre parcel of land along the Willamette River. Currently managed by the Oregon Parks and Recreation Department, the property's limited infrastructure and public access means few people use or enjoy it. In 2003, Oregon Parks committed to a 25-year lease on the parcel with the City of Keizer to develop the property into a park benefiting both local and regional communities. With acquisitions from willing landowners, the parcel has expanded to 119 acres, offering continuous public access along the Willamette River.

Planning & Partnerships
The City of Keizer and Marion County jointly received a National Park Service (NPS) technical assistance grant from the Rivers, Trails and Conservation Assistance Program to create a park master plan. A Keizer Rapids taskforce (RIVERR), including members from the Parks Advisory Board, Marion County, Oregon Parks and Recreation, the American Heritage River Initiative (administered through the Bureau of Land Management), and members of the community have been working with NPS to conduct significant public outreach efforts to identify community needs, desires, and potential development characteristics of the park. In addition, a physical inventory and recreation needs assessment were developed to provide guidance into the planning process.

Design Charette
After nearly two years of planning, the City of Keizer and the National Park Service have partnered with the Oregon Chapter of the American Society of Landscape Architecture (ASLA) to hold an intensive design workshop known as a charette. On Saturday June 17th, Charette participants from the community will work alongside professional landscape architects groups of five to eight people to generate design alternatives for the park.

Open House
The Charette will culminate with an open house at 3:30 on June 17th where community members will receive presentations by the design teams who will explain and showcase their six different alternatives for the park. These presentations will be open to anyone who wishes to attend. Attendees of the open house will be encouraged to vote for their favorite alternative for the park.

Next Steps

After the results from the open house, the Keizer Rapids Park taskforce will forward a selected design to the City Council, who will decide upon a final design to be developed into the master plan which will then be used to guide in the development of the park.

Food & Lodging

A barbeque dinner and orientation of the park site on Friday evening and a breakfast and lunch on Saturday will be provided at no cost to you. Lodging has been arranged for out of town Landscape Architects.

What You Will Need to Bring

Other than clothing appropriate for an early summer evening for Friday night's dinner, all you will need to bring is a positive attitude and a willingness to work together with a team of community members and professional landscape architects to collectively create a potential design for the proposed park. All site maps, pictures, and other design materials you and your teammates will need to generate a park design alternative will be provided for you.

RSVP

We hope that you can make it to this exciting event and look forward to the designs that you and others like you will help generate. We are asking everyone to RSVP and let us know whether you are planning on participating in the event or if you are unavailable. To RSVP, please contact Nate Brown, City of Keizer Development Director, at 503-856-3437, or by e-mail at nbrown@keizer.org, or Sam Litke at 503-856-3442.

Public's input is vital for park

It is hard to describe how excited we are to see Salem and Keizer working together to improve recreational opportunities along the Willamette River. Nowhere is this teamwork more evident than in our Keizer-based citizens task force to establish Keizer Rapids Park, a 119-acre area with unique ecological beauty and immense recreational, educational and community opportunities. The park is right on the Willamette River, just north of Salem and adjacent to Keizer.

RICHARD WALSH

DAN CLEM

Guest Opinion

The successes we're enjoying in pursuing grants with Marion County commissioners, the city of Salem, our governor, Oregon State Parks, and with our other local, regional and national partners for this park truly demonstrate how we can obtain so much more for our communities by working together rather than apart.

Soon, we will complete our fund-raising efforts to purchase the land for the park. Keizer, with much help from a number of granting agencies, is expected to receive additional grants for capital improvements for the park once the land is purchased. Our volunteer committee has been soliciting public input in various ways and events for about two years now, but now it's time to find out: "What does the public want to see in the park?"

To answer this question, Keizer is launching its largest outreach effort ever. We already have heard from many interested groups, including groups with interests in dogs, horses, biking, hiking, jogging, walking, exercise courses, bird-watching, motor boating, camping, picnicking, canoeing and kayaking.

However, before the master planning process begins, we want to make sure everyone has had an opportunity to weigh in on this exciting new project. We are asking all residents throughout the region to let us know what types of recreational and other opportunities you think are needed in the park.

As an important part of this outreach, a questionnaire with a list of various recreational, educational, special-use and community-event activities has been circulated in every Keizer water bill and has been passed out at fairs and meetings. This questionnaire also is available on the Web at www.keizer.org.

Every member of the Keizer Rapids Park Task Force and the Keizer City Council is eager to hear from as many people in the community as possible. Although many factors must be considered in park planning, including maintenance requirements and costs, the information gathered in this outreach effort will be one of the critical foundations for the future planning efforts for the park.

Please take time to fill out a survey and be part of this exciting community project.

Keizer City Councilor Richard Walsh and Salem City Councilor Dan Clem are members of the Keizer Rapids Park Task Force. Walsh can be reached at (503) 304-4886; Clem at (503) 399-7806.

HELP DECIDE WHAT SHOULD BE FORWARDED TO THE CITY COUNCIL...

KEIZER Rapids PARK

YOU ARE INVITED TO ATTEND AN OPEN HOUSE

JUNE 17, 2006

3:30PM – 5:00PM

WITTENBERG INN

THE CITY OF KEIZER AND THE RIVER TASK FORCE HAVE BEEN WORKING TO DEVELOP A MASTER PLAN TO DETERMINE WHAT LEVEL OF PARK, RECREATION FACILITIES AND PARK AMENITIES SHOULD BE PROVIDED IN THE NEW KEIZER RAPIDS PARK.

PLEASE JOIN US TO REVIEW THE RESULTS OF THE DESIGN CHARETTE DEVELOPED BY A PROFESSIONAL LANDSCAPE ARCHITECT WORKING CLOSELY WITH NUMEROUS CITY GROUPS AND CIVIC ORGANIZATIONS. YOU WILL BE ASKED TO HELP DECIDE WHICH DESIGN SHOULD BE FORWARDED TO THE CITY COUNCIL FOR ADOPTION.

Police reported that an eastbound pickup crossed the center line, sideswiped a westbound pickup and crashed head-on with two motorcycles about 10:25 a.m.

Both motorcycle operators

senger were not injured, police said.

Police declined to release the victims' identities, pending notification of families.

Highway 18, which links the Mid-Valley to the Oregon Coast,

was closed for several hours while police investigated.

By 2:45 p.m., police had opened one lane.

"We're moving slowly," said Dennis Sell, who called by cell

Ronde in the stop-and-go traffic. Other travelers reported that it took five hours to get to Salem from Lincoln City.

takimoff@StatesmanJournal.com or (503) 399-6750

WORLD BEAT FESTIVAL

TIMOTHY J. GONZALEZ | Statesman Journal

Sunday along the Willamette River during the World Beat ...ed four Hong Kong-style boats in the second annual World ...ces.

...nds on scorching day; ...ons surpass last year's

...es by about 12 percent, organizers say

...Y ALEX AKIMOFF
...man Journal

...os whirled and ...ies danced as the ...baked a thin crowd ...m's ninth annual ...tival on Sunday. ...reaking heat didn't ...sidents away from ...ces and customs. ...00-degree weather, ...ganizers got some ...g donations this

...last year's World ...doled out about ...Hayes, a board ...the Multicultural ...World Beat Festi... ...ld that this year's ...ent to 15 percent

...lp with ongoing

gate went to Salem's Riverfront Carousel, Hayes said.

Hayes added that what looked like low attendance probably was people choosing to visit the World Beat Festival early or late to escape the heat.

Food vendors came prepared this year, many offering ice-cold drinks with their piping-hot food.

Khadija Yousuf of Portland sold bidena, an East Africa bread, along with several chicken dishes at her Horn of Africa tent. Her daughters sought shade in the late afternoon, sharing a rare, leftover elephant ear.

"With this kind of weather, the Pepsi helped us a lot," said Yousuf's husband, Mohamed. "We made our own brand of iced tea and it ...

Keizer residents vote on designs for 120-acre park

One plan will go to the city council for final approval

BY TIMOTHY ALEX AKIMOFF
Statesman Journal

Keizer residents could be walking or running on limited trails at Keizer Rapids Park as early as November, although city leaders say that a full park is at least a decade away.

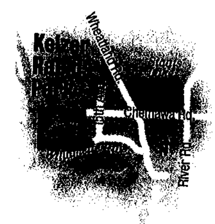
That's the result of a recent planning effort that put several possible park designs on paper for the public to vote on, a crucial first step in the process of developing the park.

The design charette, a planning ... used to bring stakeholders and developers together for public-project designs, was a big step toward defining what the park eventually will look like, said community-development director Nate Brown.

"People told me it finally feels like we have a park," Brown said after residents viewed several design proposals and voted for their favorites.

A group of government officials, task force members and landscape architects put their imaginations to work designing a new park.

They met in a big room around six workstations with large, blank sheets of paper and a photograph of the land. By mid-morning, they had some simple doodles ...



KAY WORTHINGTON
Statesman Journal

What's next

The Keizer River Task Force will meet July 19 before submitting a final recommendation to the Keizer City Council for adoption of a master plan.

That then would be forwarded to Marion County for approval ... operate a park.

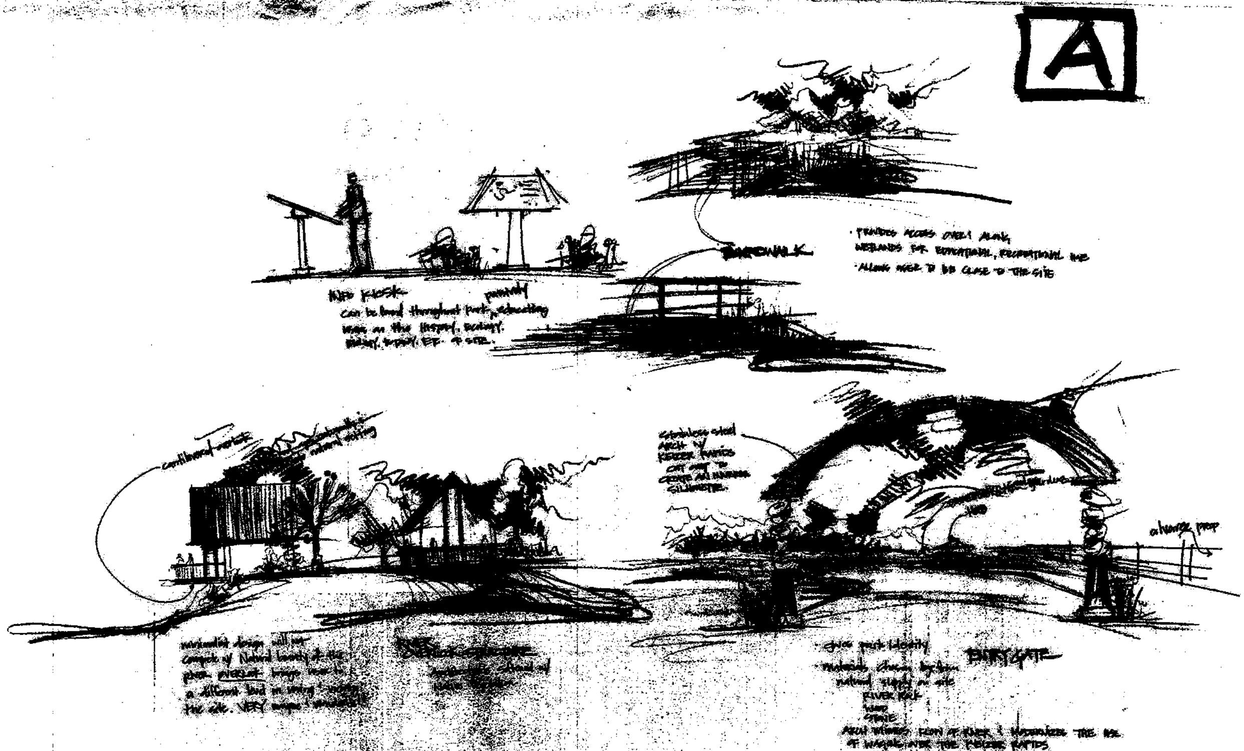
Park planners hope to have the park open with some trails and a few amenities by November.

favorite designs, the doodles turned into detailed, colored drawings of six visions of what organizers hope will become Keizer Rapids Park.

The city sent invitations to the public in 10,000 water bills with the aim of encouraging community involvement in the design of what will be a 120-acre city park along the Willamette River.

After the design group put the final flourishes on six park plans labeled A through F, about 100 Keizer citizens showed up to look at the designs

KEIZER SCENARIO A RAPIDS



A
INFO KIOSK
BOARDWALK
ENTRY GATE
RIVER ROCK
STONE

B

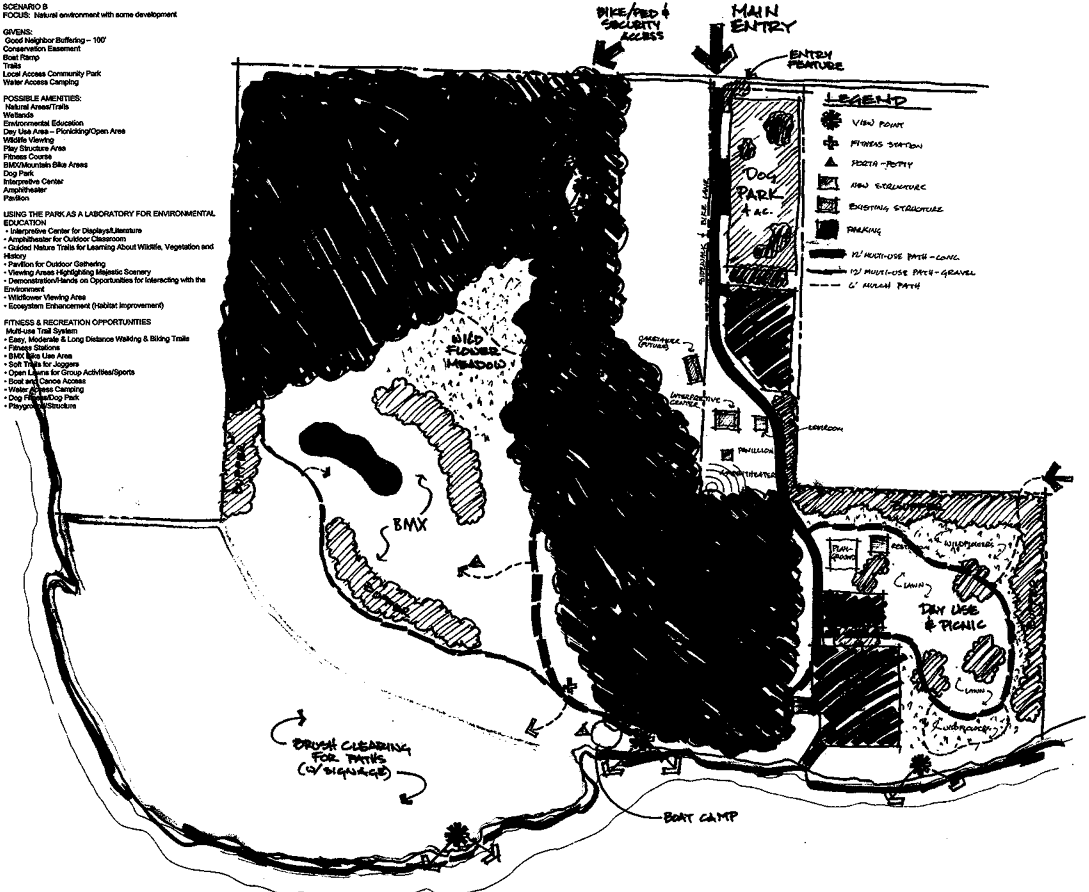
SCENARIO B
FOCUS: Natural environment with some development

GIVENS:
Good Neighbor Buffering – 100'
Conservation Easement
Boat Ramp
Trails
Local Access Community Park
Water Access Camping

POSSIBLE AMENITIES:
Natural Areas/Trails
Wetlands
Environmental Education
Day Use Area – Picnicking/Open Area
Wildlife Viewing
Play Structure Area
Fitness Course
BMX/Mountain Bike Areas
Dog Park
Interpretive Center
Amphitheater
Pavilion

USING THE PARK AS A LABORATORY FOR ENVIRONMENTAL EDUCATION
- Interpretive Center for Displays/Literature
- Amphitheater for Outdoor Classroom
- Guided Nature Trails for Learning About Wildlife, Vegetation and History
- Pavilion for Outdoor Gathering
- Viewing Areas Highlighting Majestic Scenery
- Demonstration/Hands on Opportunities for Interacting with the Environment
- Wildflower Viewing Area
- Ecosystem Enhancement (Habitat Improvement)

FITNESS & RECREATION OPPORTUNITIES
Multi-use Trail System
- Easy, Moderate & Long Distance Walking & Biking Trails
- Fitness Stations
- BMX Bike Use Area
- Soft Trails for Joggers
- Open Lawns for Group Activities/Sports
- Boat and Canoe Access
- Water Access Camping
- Dog Fitness/Dog Park
- Playground/Structure



Natural
Area
Viewing

C.

SCENARIO C

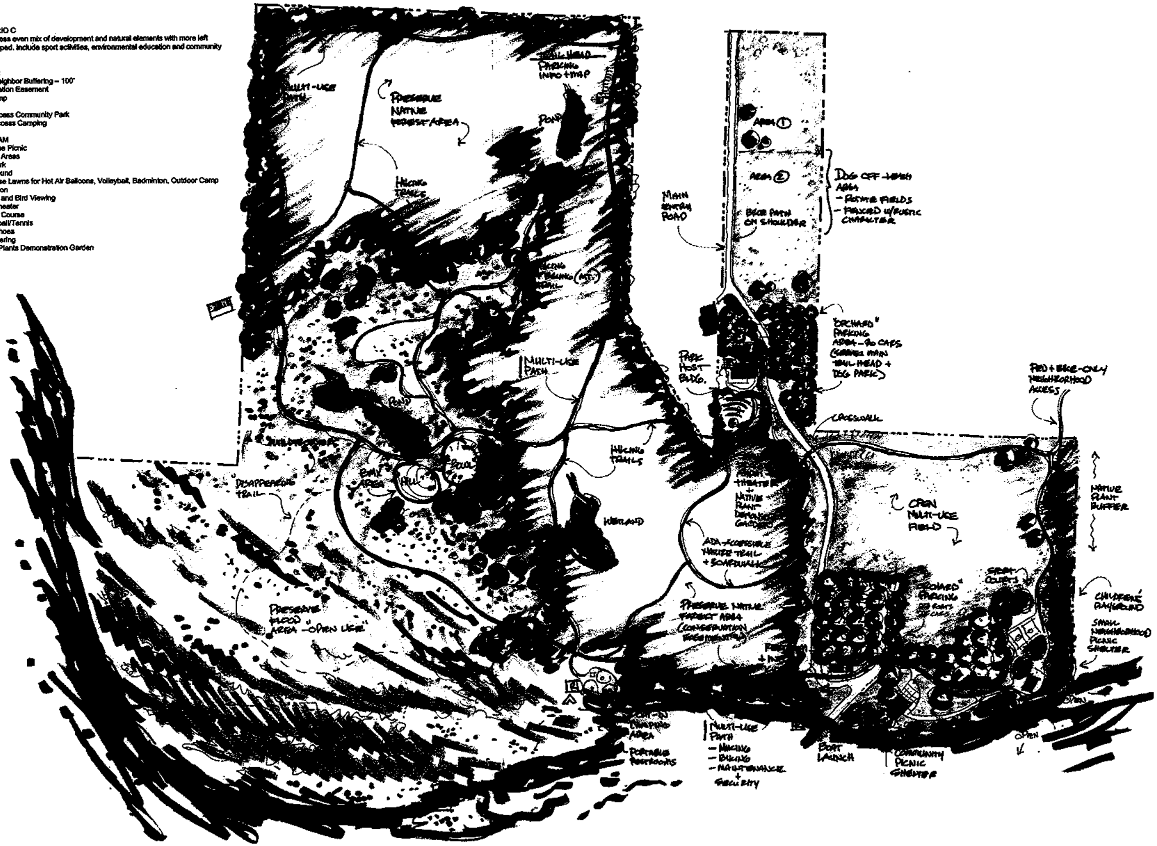
More or less even mix of development and natural elements with more left undeveloped. Include sport activities, environmental education and community events.

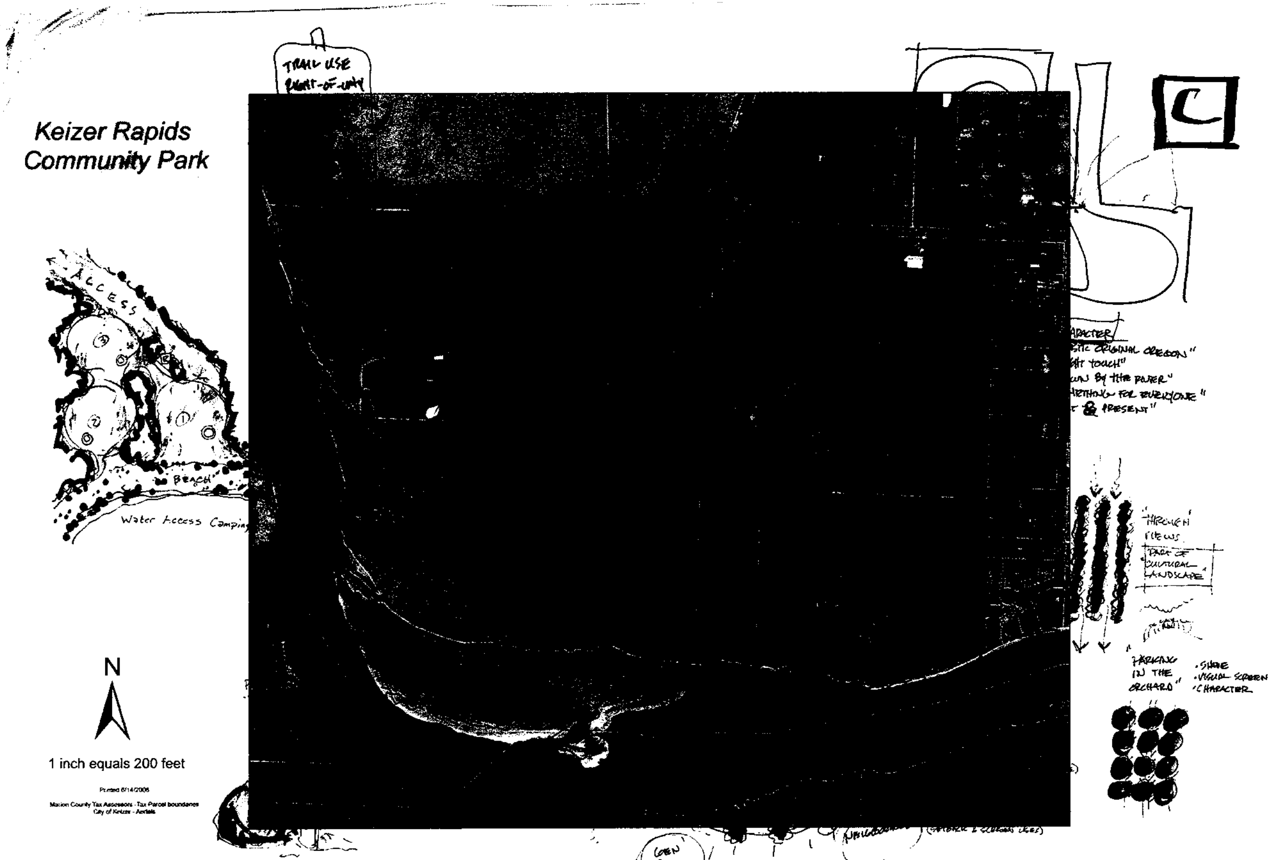
GIVENS:

Good Neighbor Buffering – 100'
Conservation Easement
Boat Ramp
Trails
Local Access Community Park
Water Access Camping

PROGRAM

- Day Use Picnic
- Natural Areas
- Dog Park
- Playground
- Multi-Use Lawns for Hot Air Balloons, Volleyball, Badminton, Outdoor Camp
- Education
- Wildlife and Bird Viewing
- Amphitheater
- Fitness Course
- Basketball/Tennis
- Horseshoes
- Orienteering
- Native Plants Demonstration Garden





TRAIL USE
RIGHT-OF-WAY
C
Keizer Rapids
Community Park
ACCESS
BEACH
Water Access Camping
ARACTER
STIC ORIGINAL OREGON"
GHT TOUCH"
WN BY THE RIVER"
RETHING FOR EVERYONE"
T & PRESENT"
"THROUGH"
VIEWS
"PART OF CULTURAL LANDSCAPE"
"PARKING IN THE ORCHARD"
• SHADE
• VISUAL SCREEN
• CHARACTER
N
1 inch equals 200 feet
Printed 6/14/2006
Marion County Tax Assessors - Tax Parcel boundaries
City of Keizer - Aerials
GEN PUBLIC
NEIGHBORS

CONCEPT

11

D

SCENARIO D

Fairly even mix of development of natural elements. Tried to achieve a 60%-40% mix

GIVENS:
Good Neighbor Buffering – 100'
Conservation Easement
Boat Ramp
Trails
Local Access Community Park
Water Access Camping

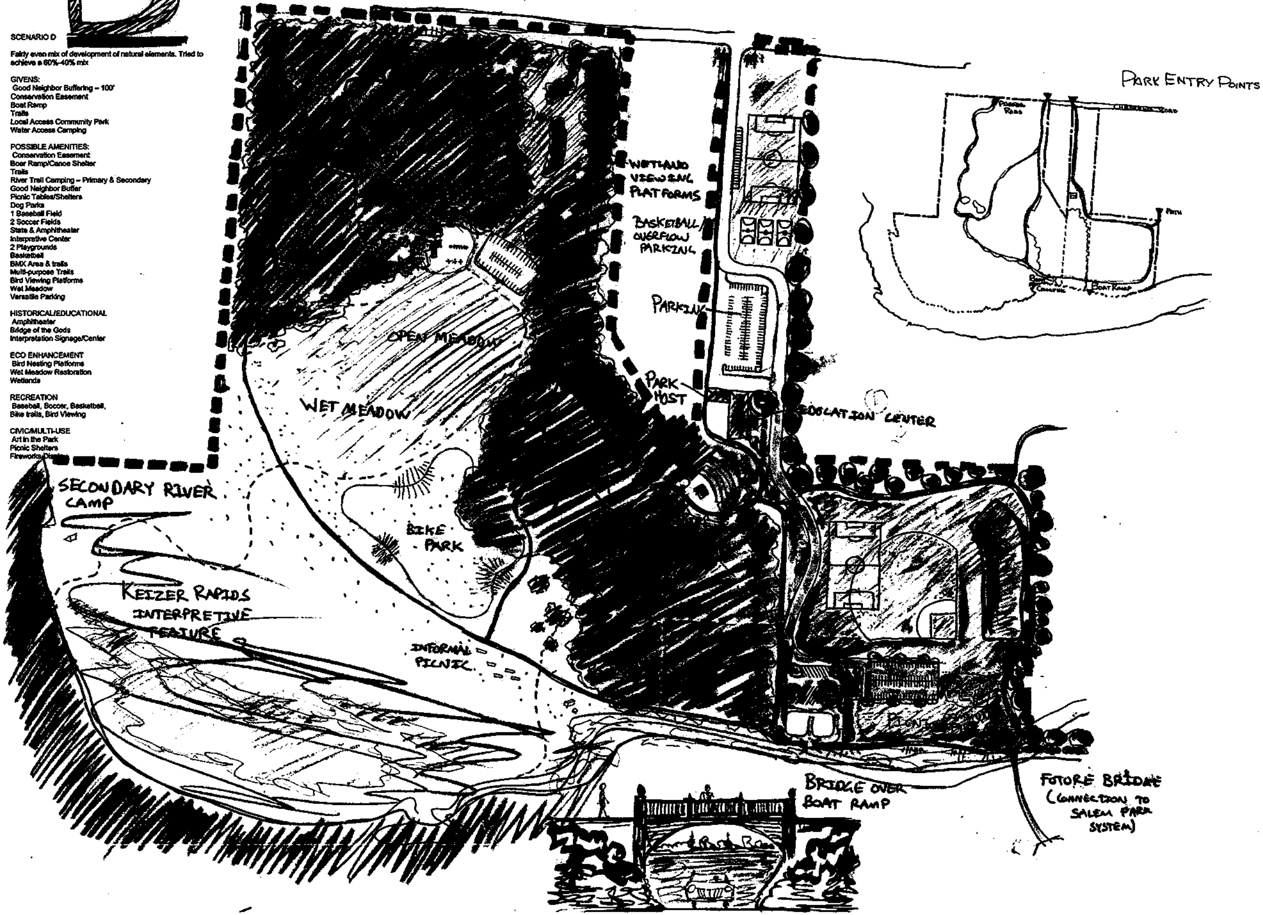
POSSIBLE AMENITIES:
Conservation Easement
Boer Ramp/Canoe Shelter
Trails
River Trail Camping – Primary & Secondary
Good Neighbor Buffer
Picnic Tables/Shelters
Dog Parks
1 Baseball Field
2 Soccer Fields
State & Amphitheater
Interpretive Center
2 Playgrounds
Basketball
BMX Area & trails
Multi-purpose Trails
Bird Viewing Platforms
Wet Meadow
Versatile Parking

HISTORICAL/EDUCATIONAL
Amphitheater
Bridge of the Gods
Interpretation Signage/Center

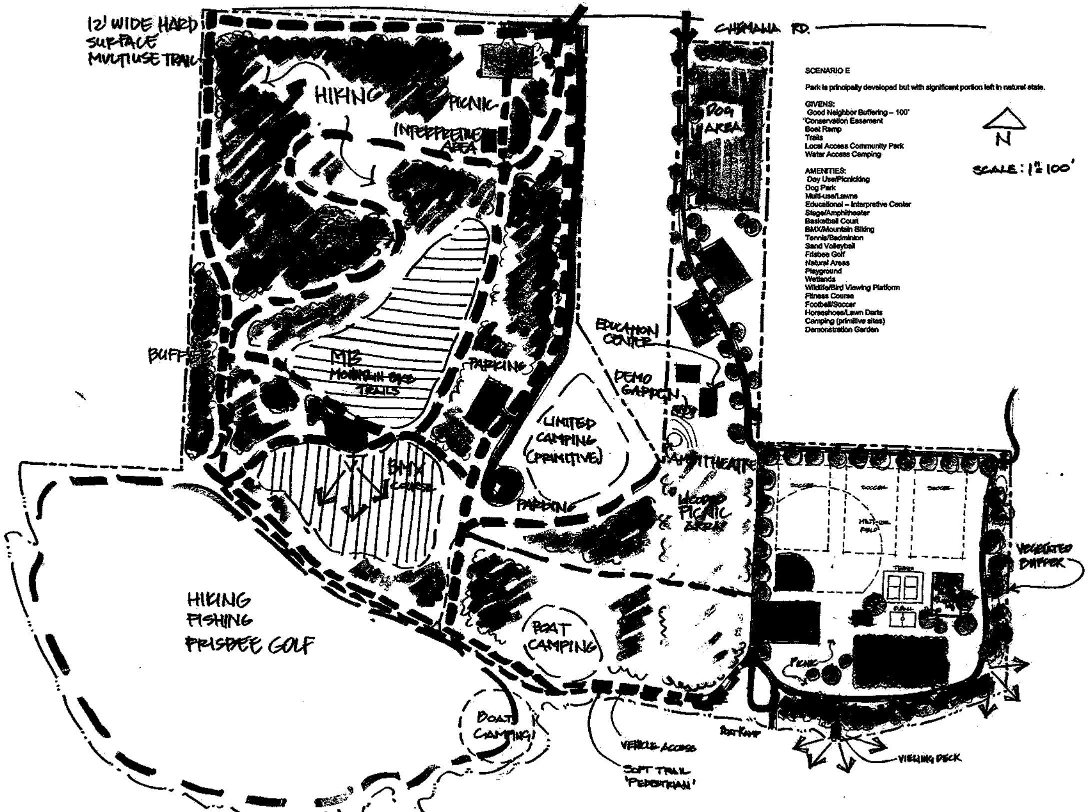
ECO ENHANCEMENT
Bird Nesting Platforms
Wet Meadow Restoration
Wetlands

RECREATION
Baseball, Soccer, Basketball, Bike trails, Bird Viewing

CIVIC/MULTI-USE
Art in the Park
Picnic Shelters
Fireworks Display



SCENARIO "E"



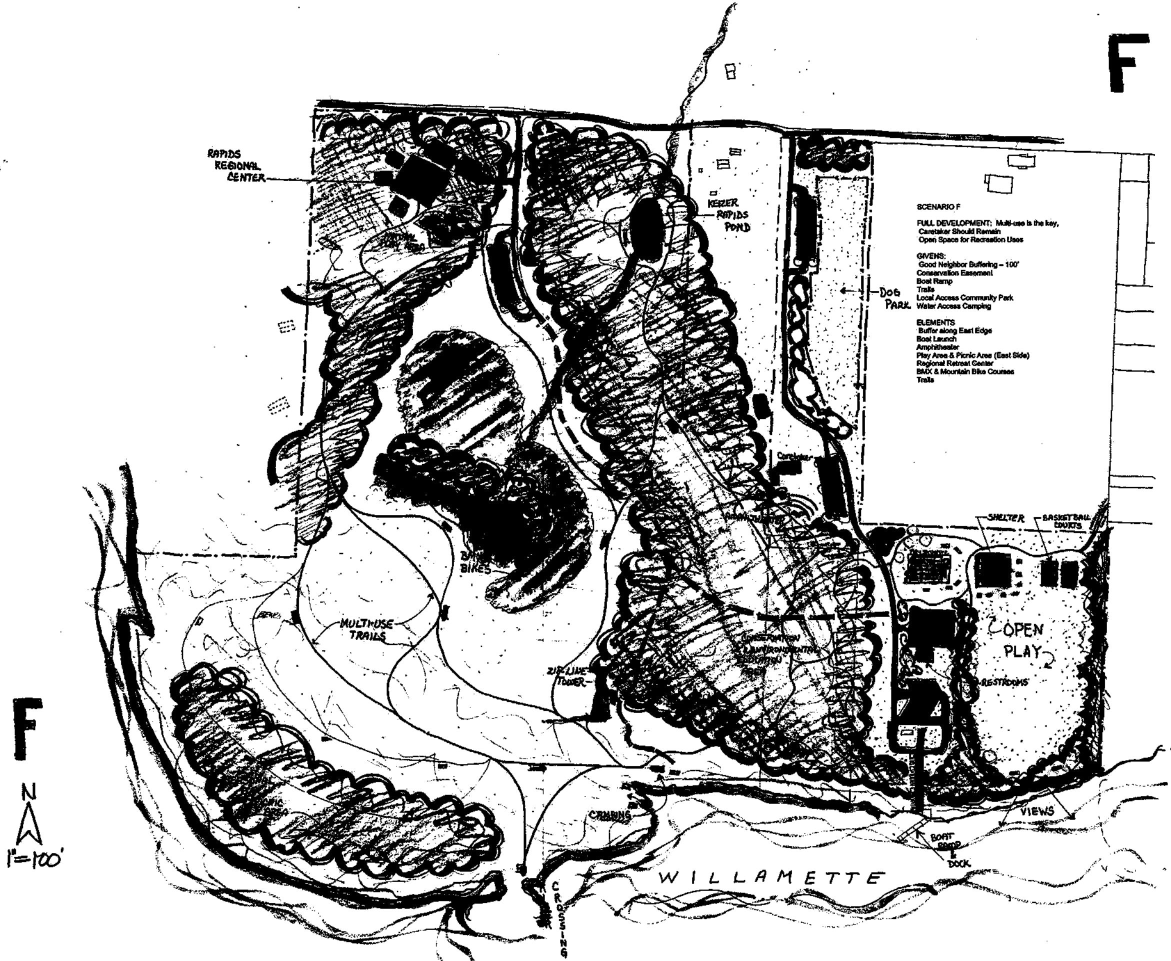
SCENARIO E

Park is principally developed but with significant portion left in natural state.

GIVENS:
Good Neighbor Buffering – 100'
Conservation Easement
Boat Ramp
Trails
Local Access Community Park
Water Access Camping

AMENITIES:
Day Use/Picnicking
Dog Park
Multi-use/Lawns
Educational – Interpretive Center
Stage/Amphitheater
Basketball Court
BMX/Mountain Biking
Tennis/Badminton
Sand Volleyball
Frisbee Golf
Natural Areas
Playground
Wetlands
Wildlife/Bird Viewing Platform
Fitness Course
Football/Soccer
Horseshoes/Lawn Darts
Camping (primitive sites)
Demonstration Garden

F


RAPIDS REGIONAL CENTER
KEIZER RAPIDS POND
DOG PARK
SCENARIO F
FULL DEVELOPMENT: Multi-use is the key,
Caretaker Should Remain
Open Space for Recreation Uses
GIVENS:
Good Neighbor Buffering – 100'
Conservation Easement
Boat Ramp
Trails
Local Access Community Park
Water Access Camping
ELEMENTS
Buffer along East Edge
Boat Launch
Amphitheater
Play Area & Picnic Area (East Side)
Regional Retreat Center
BMX & Mountain Bike Courses
Trails
SHELTER
BASKETBALL COURTS
OPEN PLAY
RESTROOMS
MULTI-USE TRAILS
ZIP LINE TOWER
CAMPING
VIEWS
BOAT RAMP & DOCK
WILLAMETTE
CROSSING
F
N
1"=100'

CITY COUNCIL MEETING: November 5, 2007

AGENDA ITEM NUMBER:_______________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **COMMITTEE/COMMISSION APPOINTMENTS**

ISSUE:

During the last several months, vacancies have occurred on several of the City's Committees/Commissions. Press releases were distributed through the media, Keizer Channel 23, and the City's website. The Volunteer Coordinating Committee met on Thursday, October 18th to review applications and interview applicants in order to make recommendations for appointment to the City Council.

Traffic Safety Commission
In September, Charles Hoffer resigned from position number three on the Traffic Safety Commission. Mr. Hoffer was serving a three-year term scheduled to expire in December 2008. The Volunteer Coordinating Committee reviewed one application for this position and recommended the appointment of Richard Hoover to fill this vacancy.

Bikeways Committee
In June, 2007 the City Council amended the Resolution Establishing the Bikeways Committee by eliminating the requirement for one of the members to be a student. Position number five was changed from a student to a citizen at large member. The Volunteer Coordinating Committee reviewed two applications for this position and recommended the appointment of Terry Grover to fill this position.

Budget Committee
In August 2007, the terms of Jim Bradshaw and Nick Marshall expired on the Budget Committee. The Volunteer Coordinating Committee reviewed three applications for these positions and recommended the appointment of Ronald Bersin and Michael Lopez.

Planning Commission
On September 30th, the Planning Commission terms of Holly Graf, Greg Rands, and Jim Jacks expired. The Volunteer Coordinating Committee reviewed seven applications for these positions and recommended the appointments of Holly Graf, Jim Jacks, and Douglas Tookey.

**Please note… After the Volunteer Coordinating Committee, Douglas Tookey withdrew his application. The letter is attached to this report.

Keizer Points of Interest Committee
On November 2nd, the terms of Terri Hoag, Jerry McGee, and Barbara Clement expired on the Keizer Points of Interest Committee. Ms. Clement served as the Keizer Heritage Foundation representative on the Committee. Two applications were reviewed. The Volunteer Coordinating Committee decided to make one recommendation for appointment and directed staff to readvertise for additional applications. The Keizer Heritage Foundation has requested Ms. Clement serve as their representative for another three-year term.

RECOMMENDATION:

It is recommended the City Council accept the recommendations of the Volunteer Coordinating Committee and make the following appointments:

- Traffic Safety Commission – Appoint Richard Hoover to position number three.
- Bikeways Committee – Appoint Terry Grover to position number five.
- Budget Committee – Appoint Ronald Bersin to position number one and Michael Lopez to position number two.
- Planning Commission – Appoint Holly Graf to position number one and Jim Jacks to position number two.
    - In regards to the appointment to position number three, the Council may request the Volunteer Coordinating Committee to reconsider other applications on file, direct staff to readvertise for additional applications, or make an appointment to fill the vacancy.
- Keizer Points of Interest Committee – Appoint Terri Hoag to position number one and Barbara Clement to the Keizer Heritage representative position.

Keizer Heritage Foundation, Inc.
980 Chemawa Road NE
P.O. Box 20845
Keizer, OR 97307
Tel: (503) 393-9660 Fax: (503) 393-0209

October 24, 2007

City of Keizer
930 Chemawa Road NE
Keizer, OR 97303

Attn: Tracy Davis

Re: Points of Interest Committee

Dear Tracy,

This letter is to confirm that Keizer Heritage Foundation would like Barbara Clement to continue as our representative to the Points of Interest Committee.

We feel she has done a fine job for us and has represented our interests as well as contributing to the committee as a whole.

If there is anything further that you need, please let us know.

Sincerely,

Al Rasmus

Al Rasmus
Past President and Treasurer

/AR

Davis, Tracy

From: douglas tookey [dougtookey@hotmail.com]
Sent: Wednesday, October 24, 2007 10:13 PM
To: Davis, Tracy
Subject: For Volunteer Coordinating Committee

Dear Members of the Volunteer Coordinating Committee,
Thank you for speaking with me this past Thursday and for recommending my appointment to the Planning Commission—both were sincerely appreciated.

After speaking with Lore Christopher today, we agreed that because I will be away in the winter (which will be a busy time for the Planning Commission) it makes sense that I withdraw my application for this position and someone be appointed who will be here during that time.

I remain eager to volunteer for the City of Keizer, and hope that I may have the chance to do so in the future. I understand that during the winter there will be an opening on the Urban Renewal Board, the timing of which would work better with my time abroad. I hope you will consider me for this position.

With best regards,
Doug Tookey