

FINAL ACTION SHEET

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

Monday, October 21, 1996

7:00 p.m.

Robert L. Simon Council Chambers

Keizer City Hall

Keizer, Oregon 97303

1. CALL TO ORDER

The meeting was called to order at 7:01 p.m.

2. ROLL CALL

All members of the Council were present.

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on matters not scheduled for public hearing or listed on the agenda.

Presenting testimony to the Council were:

Greg Lamb, 2323 Latona NE, Keizer - regarding property at Trail/Manzanita

Councilor McGee moved to give the interested party one month from tonight (November 18, 1996) to come back with a proposal. Councilor Miller seconded the Motion.

The Motion passed unanimously by the Council.

4. COMMITTEE REPORTS

a. Council Liaison Reports

- Traffic Safety Commission - Mayor Koho

Paul Gorklinsky, Chair of the Traffic Safety Commission reported on the present goals and objectives being worked on by the Commission.

5. PUBLIC HEARINGS

- #### a. Comprehensive Plan Map Amendment/Zone Change/Conditional Use (Baseball Stadium Site)

Mayor Koho opened the public hearing.

Presenting testimony to the Council were:

Dorothy Cofield, 12725 SW 66th Avenue, Portland 97223

Greg Lamb, 2323 Latona NE, Keizer

Allen Marshall, 2041 SW 58th Street, Portland

Mayor Koho recessed the public hearing until November 4, 1996.

Mayor Koho moved to adopt the staff recommendation. Councilor Beach seconded the Motion.

The Motion passed unanimously by the Council.

- b. RESOLUTION - Forming Hidden Creek Phase IV Street Lighting District
ORDINANCE - Spreading Assessments to Hidden Creek Phs IV Street Lighting LID

Mayor Koho opened the public hearing.

There was no testimony to come before the Council.

Mayor Koho closed the public hearing.

Councilor Keller moved a Resolution Forming the Hidden Creek Estates Phase IV Street Lighting Local Improvement District. Councilor Newton seconded the Motion.

The Motion passed unanimously by the Council.

Councilor Keller moved an Ordinance Spreading Assessments to Hidden Creek Estates Phase IV Street Lighting Local Improvement District. Councilor McGee seconded the Motion.

The Motion passed unanimously by the Council.

6. ADMINISTRATIVE ACTION

- a. ORDINANCE - Amendments to Zoning Ordinance to Restrict Automotive Related Uses in River/Chemawa Road area (second reading)

Mayor Koho moved a bill for an Ordinance Amending the Keizer Zoning Ordinance to Restrict Automotive Related Uses in the River Road and Chemawa Road Area; and Declaring an Emergency (Amending Ordinance No. 87-078). Councilor Beach seconded the Motion.

The Motion passed 5-2 with Councilors Keller and Newton in opposition.

- b. RESOLUTION - Sewer Reimbursement Agreement

Councilor Keller moved a Resolution Authorizing the City Manager to Enter Into a Sanitary Sewer Reimbursement Agreement with Piculell and Chemento, an Oregon General Partnership and Benchmark Land Company - Leewood Meadows, L.L.C. Mayor Koho seconded the Motion.

The Motion passed unanimously by the Council.

7. CONSENT CALENDAR

- a. Approval of September 16, 1996 Regular Session Minutes

Councilor McGee pointed out a correction on page 20 of the minutes (changing Sgt Miranda to Councilor Newton).

Councilor Keller moved for approval of the consent calendar. Councilor Newton seconded the Motion.

The Motion passed unanimously by the Council.

8. OTHER BUSINESS

This time is provided to allow the Mayor, Council, City Manager and Department Heads an opportunity to bring matters before the Council which are not on tonight's agenda.

- Mayor and Council Members
- City Manager and Department Heads

- Mayor Koho - Economic Development Commission - will discuss on November 4, 1996.
- Councilor Watson - requested updated list of all committee, their charge and who has the power to appoint the members.
- Councilor Miller - Memo from John Morgan regarding stadium property in Chemawa Activity Center.

Councilor Miller moved to suspend the rules for discussion of the memo received from John Morgan on the Chemawa Activity Center. Councilor Newton seconded the Motion.

The Motion passed 5-2 with Keller and McGee in opposition.

Councilor Miller moved to not include the stadium site in the Chemawa Activity Center Plan. Councilor Newton seconded the Motion.

Councilor McGee moved to table this motion until the November 4, 1996 meeting. Councilor Watson seconded the Motion.

The motion (Councilor McGee's) failed 3-4 with Koho, Beach, Miller and Newton in opposition.

The original motion (Councilor Miller's) passed 4-3 with Keller, McGee and Watson in opposition.

- Councilor Beach - Specific wording of October 14, 1996 Final Action Sheet
- Councilor Newton - River Road undergrounding project status
- Councilor Newton - Proposed Budget Committee schedule
- Councilor Newton - Library Task Force meeting
- Councilor Miller - Corp of Engineers on Dike Study
- John Morgan - Property Improvements at corner of Lockhaven and River Roads.

- John Morgan - potential transit district pullout and transit center at BiMart.
- Wally Mull - Labish Ditch cleaning status
- Wally Mull - Thanks to residents along Lockhaven for their patience during construction.
- Wally Mull - Fall Cleanup - McNary High School - December 7, 1996

9. EXECUTIVE SESSION

- a. Pursuant to ORS 192.660(1)(e) - Real Property Transactions

The Council adjourned to executive session at 8:40 p.m.

The Executive Session was adjourned at 9:20 p.m.

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications and petitions.

Councilor Keller noted the written communication received from the Chamber of Commerce Board of Directors in support of the tax base.

Mayor Koho announced the receipt of an invitation from the City of Salem to attend the ribbon cutting ceremony for the River front park. Councilor Newton announced he would attend.

11. AGENDA INPUT

OCTOBER 28, 1996

5:30 P.M. City Council Work Session

- Salem Sewer Master Plan

NOVEMBER 4, 1996

7:00 P.M. City Council Meeting

Mayor Koho noted the agenda input items.

12. ADJOURN

The meeting was adjourned at 9:21 p.m.

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at 503-547-1100 or through Oregon Relay 1-800-735-2900 at least two working days (48 hours) in advance.

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AGENDA ITEM 5a

**Comprehensive Plan Map Amendment/Zone Change/Conditional Use
(Baseball Stadium Site)**

CITY COUNCIL MEETING: Oct. 21, 1996

AGENDA ITEM NUMBER: 5a

TO: MAYOR AND CITY COUNCIL

THROUGH: DOTTY TRYK,
CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: PUBLIC HEARING -
COMPREHENSIVE PLAN CHANGE/ZONE CHANGE/CONDITIONAL USE
STADIUM SITE

THE PROPOSAL: At its meeting of October 14, 1996, the City Council initiated a Comprehensive Plan change from GI (General Industrial) to C (Civic), and zone change from UT (Urban Transition) to P (Public), and a conditional use permit to allow development of a commercial sports facility for property located on Radiant Drive immediately south of the Urban Growth Boundary.

The proposed facility is a 4,400 seat multi-purpose stadium designed primarily to house professional baseball.

The site contains four properties. The tax lots and acreages are listed below.

Tax Lot	Acreage
3800	6.54
3900	1.79
4000	1.85
4100	19.11
TOTAL	29.29

Attached to this report is the proposed site plan and an artist's rendering of the stadium.

PLANNING COMMISSION RECOMMENDATION: The Keizer Planning Commission reviewed the proposed changes at its meeting on October 9, 1996. The Commission unanimously passed the following motions:

- *The Planning Commission recommends to the City Council that they change the Comprehensive Plan designation to Civic and rezone the land as Public, and that they not change the Chemawa Activity Center draft plan at this time.*
- *The Planning Commission recommends to the City Council that they approve the Conditional Use for a commercial sports facility.*
- *The Planning Commission recommends to the City Council that an event traffic management plan be developed and approved by the City Manager and Oregon Department of Transportation before building permits are issued, and that such plan shall include closing Tepper Lane at the railroad tracks before, during, and after events, except for emergency vehicles.*

ADJACENT ZONING AND LAND USES: Property to the north is outside the City Limits and Urban Growth Boundary and is zoned EFU (Exclusive Farm Use). Interstate 5 is immediately to the east with EFU zoned farm land further to the east. To the south are lands currently zoned UT (Urban Transition) but designated CLI (Campus Light Industrial) on the Comprehensive Plan. To the west the land is also UT but designated GI (General Industrial) All of this area has been part of the Chemawa Activity Center planning process which has led to a recommendation in the final draft which is now up for adoption to use a new zone, IBP (Industrial Business Park) on the CLI planned land.

PROPOSAL: The City of Keizer, as the applicant, is requesting approval of a Comprehensive Plan Map Amendment and Zone Change to establish the Civic plan designation and the P (Public) zone on the subject property. In conjunction with these requests, the applicant seeks Conditional Use approval for a commercial sports facility. This will include a 4,400 seat stadium, improved parking, and any other an ancillary use.

The existing Plan designation and zone do not permit the placement of a public use nor the establishment of a commercial sports facility. A new zone which will accommodate the proposed use, IPB (Industrial Business Park) has been proposed for the property as part of the Chemawa Activity Center planning process, but the zone text itself has not been adopted and will not be until January 1997 or later. The public effort to develop the stadium is focused on beginning construction in January and playing baseball by the start of the season in June. It is critical to this community effort to put a zone in place that will allow issuing of building permits in December in order to meet this schedule. The proposed plan designation and zone will achieve this purpose.

FINDINGS AND CONCLUSIONS

COMPREHENSIVE PLAN MAP AMENDMENT

- A. The proposal will change the existing Plan designation from General Industrial to Civic. This action is classified as a legislative action as it involves more than 15 acres of land.
- B. The decision criteria for legislative Plan amendments are found in Section 4.17 of the Keizer Zoning Ordinance. The specific criteria, and staff's response, are noted below:
 - 1. Compliance is demonstrated with the statewide land use goals that apply to the subject properties or to the proposed land use designation. If the proposed designation on the subject property requires an exception to the Goals, the applicable criteria in the LCDC Administrative Rules for the type of exception needed shall also apply.

FINDINGS: This action will occur entirely within the City limits; no goal exceptions are required. Compliance with the Statewide Land Use Goals is reviewed below:

Goal 1 - Citizen Participation: Consistent with local requirements, the application will require a public hearing with the final decision resting with the City Council. Citizens will have an opportunity to testify at this hearing. In addition, there has been extensive public input during the City's consideration of the proposed stadium project.

Goal 2 - Planning: The application is being reviewed consistent with the procedures in the acknowledged Comprehensive Plan and Zoning Ordinance.

Goal 3 - Farm Land: The proposal does not involve land located within designated farm land.

Goal 4 - Forest Land: The proposal does not involve land located within designated forest land.

Goal 5 - Natural Resources: Based on the Comprehensive Plan, the property does not contain any significant resources.

Goal 6 - Air, Water and Land Quality: This action does not involve uses or activities which will have an adverse impact on the City's air, water and land quality. To ensure public health is maintained public sewer and water connections are available.

Goal 7 - Natural Hazards: The site is not located within the identified flood plain or other identified hazard areas.

Goal 8 - Recreation: This action will create a public recreation site that will allow both audience participation in watching sporting events, and provide a new venue for a variety of youth and adult sports activities. It will add significantly to the recreational resource base of the community.

Goal 9 - Economic Development: The stadium project makes good use of an property currently designated for industrial use, but that would be difficult to develop industrially due to the crossing of the property with to large power transmission lines and the associated easements. Industrial use would be limited to those that can use the easement space for non-structural uses and that are not impacted by EMF radiation from the transmission lines. The stadium project will also provide a "jump start" for the Industrial Business Park portions of the Chemawa Activity Center by providing the stadium as an "icon" or symbol for the new business and industrial park giving it a great deal of exposure and creating investment interest. It also serves as the catalyst for the extension of major sewer and water trunks into the industrial area. which is necessary for economic development.

Goal 10 - Housing: The proposal does not impact housing.

Goal 11 - Public Facilities: Comments received from the Department of Public Works indicate adequate public facilities are being planned for extension to serve the site.

Goal 12 - Transportation: The stadium site is served by Radiant Drive, a collector street which is planned to be the "spine" for all the Chemawa Activity Center industrial development area. Radiant will be improved as other development occurs. An event-traffic management plan is proposed to be developed and approved prior to use of the stadium.

Goal 13 - Energy Conservation: In general, the proposal will be neutral with regard to energy conservation.

Goal 14 - Urbanization: The Plan designation permits the establishment of urban uses at urban densities.

Goal 15 - Willamette Greenway: The proposal does not involve land within the identified Willamette Greenway.

Goal 16 to 19 - Estuarine Resource, Coastal Shorelands, Beaches and Dunes, and, Ocean Resources: This proposal does not involve property subject to these goal requirements.

Based on the above, staff concludes the proposal does not violate the Statewide Land Use Goals.

2. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated.

FINDINGS: It appears to staff the primary goals and policies which need to be addressed are the Parks and Recreation goals and policies. The applicable statements are quoted below:

a. **General Goal**

1. Provide for the recreation needs of the City of Keizer through the acquisition and development of adequate parks and recreation facilities, and through requiring park dedication as part of the development process.

b. **Park Policies**

5. Encourage the development of private recreational policies.

The proposal helps meet the recreation needs of the City by providing a venue for a spectator sport and by providing more field space for local team use. The stadium is to be privately owned and operated.

3. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan.

FINDINGS: There are no lands designated for Civic use or zoned Public in the community of adequate size and at an appropriate location to accommodate the proposed use.

4. The Plan provides more than the projected need for lands in the existing land use designation.

FINDINGS: The Chemawa Activity Center Plan is setting the stage for development of a new industrial business park with over 100 acres of land

immediately south and west of the subject property. The subject property has been planned to be part of the park, with the stadium an allowed use in the new IBP (Industrial Business Park) zone which has been drafted to guide development in the area. However, that zone is not scheduled for adoption until approximately January 1997, hence this change is necessary to provide for an appropriate zone now.

5. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity.

FINDINGS: The proposed Plan designation (Civic) is specifically designed to permit the Stadium development, which is part of a strategy to encourage development of property in accordance with the Comprehensive Plan.

6. Uses allowed in the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands.

FINDINGS: With the exception of the farm land to the north, adjacent land is developed with single family homes on one and two acre lots, and with farm uses on larger parcels. All of the land south and west of the subject property is planned for conversion to industrial use. The stadium is consistent with these proposed uses in that it will not create any off-site impacts which will disrupt industrial or farm use.

7. Public facilities and services necessary to support uses allowed in the proposed designation are available or are likely to be available in the near future.

FINDINGS: Comments provided by the City Engineer indicate public services can be extended to the site.

- C. Based on the above findings, staff concludes the proposal complies with decision criteria for the proposed change in Plan designation.

FINDINGS AND CONCLUSIONS - ZONE CHANGE

- A. Section 4.02 of the Zoning Ordinance identifies one zone appropriate for the Civic Plan designation: P (Public).
- B. The zone change review criteria are found in Section 4.16 of the Keizer Zoning Ordinance. For public zone changes, the appropriate decision criteria are found under subsection (a), items (1) through (6). Staff's response to these criteria is noted as follows:

1. The zone must be appropriate for the Plan designation.

FINDINGS: Section 4.02 identifies Comprehensive Plan designations and their corresponding appropriate zones. Pursuant to this Section, the P zone is appropriate for the Civic Land Use designation.

2. Potential uses can be accommodated on the property.

FINDINGS: The City has prepared a site plan for the property showing the stadium and parking areas. The site plan meets all zoning standards. The ground surface is relatively level, does not contain unusual features and presents no apparent physical condition that require special measures or considerations. The site is crossed by two large BPA electric transmission lines located within large easements. The stadium and parking has been designed to appropriately fit between these easements. Based on the parcel's size, topography, and features there does not appear to be any physical limitation which will prohibit the proposed stadium development.

3. Allowed uses can comply with the development standards found in Chapters 17 to 20 of the Zoning Ordinance.

FINDING: Chapters 17 to 20 in the Keizer Zoning Ordinance outline specific requirements for property development. These standards govern parking, buffering, vision clearance areas, special setbacks, and other applicable development requirements. It is apparent the site can be developed with a stadium in conformance with these standards. Compliance with Chapters 17 to 20 will be made a condition of the conditional use approval.

4. Adequate public facilities are available.

FINDING: The Public Works Department notes sewer and water facilities must be extended to the site. Extension of these services will bring adequate capacity to the area to provide for the needs of future industrial users to the south, as well as the proposed stadium. The City is working on developing a financing plan, using its Urban Renewal Agency, to pay for the installation of the sewer and water trunk lines.

The Public Works Department also notes that traffic generated by events at the stadium may create impacts on the surrounding area. The Department recommends, as does the Planning Commission, that an event-traffic management plan, including having Tepper Lane closed before, during, and after stadium events, be developed and approved by the City prior to

occupancy of the stadium. This will be a condition of the conditional use permit.

5. The zone change complies with applicable review criteria in the Comprehensive Plan.

This criteria is not applicable as the Comprehensive Plan does not contain specific review criteria.

6. The criteria listed in the purpose statement of the proposed zone can be met.

The purpose statement of the public zone states the purpose is to provide areas appropriate for specific public and semi-public uses and to ensure their compatibility with adjacent uses. It also states that uses must be approved through the conditional use process to assure the proposal meets the conditional use criteria.

The stadium meets these purposes by being listed in the P zone under the designation of a "commercial sports facility." This land use approval process is intended to assure compatibility with adjacent uses and necessary conditional of approval will be placed on the use to help assure that compatibility. The conditional use process is also being followed and those criteria will be met.

- C. Based on the above findings, staff concludes the proposal complies with the decision criteria for a zone change.

FINDINGS AND CONCLUSIONS - CONDITIONAL USE

- A. Section 8.30 of the Zoning Ordinance identifies the criteria for a conditional use.

- a. The use is listed as a conditional use in the zone.

FINDING: Commercial sports facilities, like the stadium, are a conditional use in the P zone.

- b. The parcel is suitable for the proposed use considering such factors as size, shape, location, topography, soils, slope stability, drainage and natural features.

FINDING: The site is ideally suited to the use because of its size and shape, location, and the nature of its soils and topography.

- c. The proposed use, as conditioned, will not materially alter the character of the surrounding area in a manner which substantially limits, impairs, or precludes the use of surrounding properties for the primary uses listed in the applicable zone.

FINDINGS: The stadium will be compatible with the development of the surrounding area in accordance with its Comprehensive Plan designations. It will not limit the ability of any parcel, including the farm land to the north, to be used.

- d. The proposed use will not have a detrimental effect on existing solar or wind energy systems.

FINDING: There are no such systems in the area.

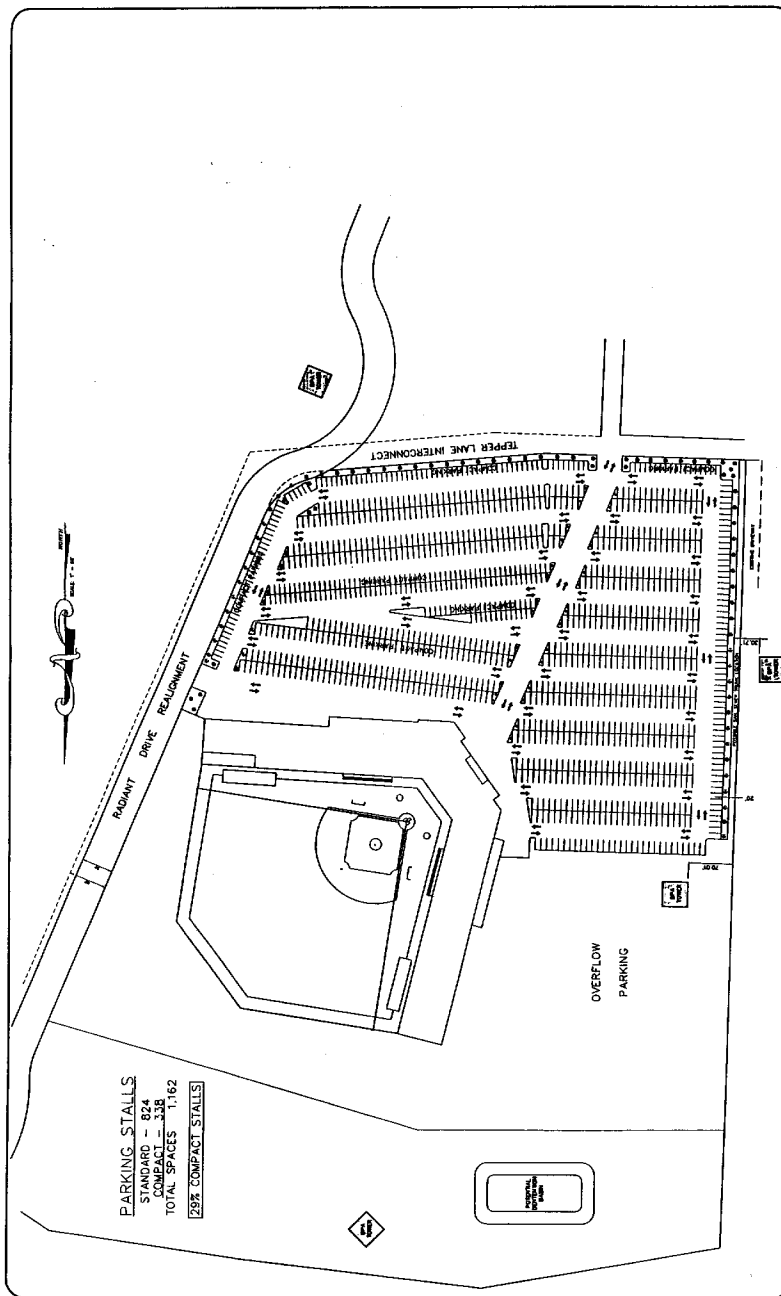
- e. Adequate public and utility facilities and services to serve the use exist or will be made available prior to establishment of the use.

FINDING: Public facilities adequate to meet the needs of the use will be established prior to the stadium's opening.

RECOMMENDATION AND CONDITIONS

- A. It is recommended the Hearing be conducted and then continued until November 4, 1996.
- A. The available evidence indicates the Comprehensive Plan Map Amendment, Zone Change request, and Conditional Use comply with the applicable decision criteria. Therefore Staff recommends Council direct Staff to return on November 4, 1996 with the appropriate ordinances and orders approving the proposed changes.
- B. The available evidence indicates the conditional use proposal complies with the decision criteria. Staff recommends Council direct Staff to indicate in the order that approval of the conditional use subject to the following conditions:
 - 1. The building permit and site development shall substantially conform to the proposed site plan.
 - 2. A event traffic management plan including having Tepper Lane closed before, during, and after stadium events, be developed and approved by the City prior to occupancy of the stadium.

3. The conditional use approval shall be subject to approval of the Comprehensive Plan Map Amendment and Zone Change request.





AGENDA ITEM 5b

Hidden Creek Phase IV Street Lighting Local Improvement District

TO: MAYOR KOHO AND CITY COUNCIL

FROM: DOTTY TRYK - CITY MANAGER

THROUGH: TRACY L. DAVIS - CITY RECORDER 

SUBJECT: PUBLIC HEARING - To consider remonstrances or objections to formation of the Hidden Creek Estates Phase IV Street Lighting Local Improvement District and objections to an Ordinance spreading assessments to Hidden Creek Estates Phase IV Street Lighting Local Improvement District

ISSUE

1. Shall the City Council form the Hidden Creek Estates Phase IV Street Lighting Local Improvement District after conducting a public hearing to receive objections or remonstrances to its formation?
2. Shall the City Council adopt an ordinance spreading assessments in the Hidden Creek Estates Phase IV Street Lighting Local Improvement District after conducting a public hearing to receive written objections to the ordinance spreading those assessments to the district.

BACKGROUND

In March 1994, the Keizer City Council adopted Ordinance 94-278 relating to formation of street lighting local improvement districts within the City of Keizer.

On July 22, 1996, the developer of the Hidden Creek Estates Phase IV filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R96-925 on August 5, 1996 to initiate formation of a street lighting local improvement district and directing the City Engineer to make a survey and file a written report with the City Recorder. On September 16, 1996 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to proposed assessments. On October 9, 1996 notice of the public hearing and intention to form the district and assess for the lighting improvements, as required under Ordinance 94-278, were provided by mail to the property owners.

ANALYSIS

Included within the agenda packet is the proposed resolution forming the Hidden Creek Estates Phase IV Street Lighting Local Improvement District and setting forth the time and manner of installing the street lights within that district. If the Council decides to form the street lighting district, the next step is to proceed with an ordinance spreading assessments.

Included within the agenda packet is the proposed ordinance to spread assessments to the properties benefited by the lighting district. The ordinance provides for first annual assessments and the procedure for determining second and future annual assessments. Following the City Council's adoption of the Ordinance spreading assessments, the City authorizes the appropriate utility company to install the poles and lights. Depending on the type of poles requested by the City, it takes the utility company from two to six months to have the lights on site and operational.

FISCAL IMPACT

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and a 8.5% administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION

1. Open the public hearing to first consider oral objections and written remonstrances to formation of the Hidden Creek Estates Phase IV Street Lighting Local Improvement District.
2. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months.
3. Consider other objections to the formation of the district. The Council may suspend formation of the district without remonstrance of owners of two-thirds (2/3) of the land if the Council deems that action appropriate.
4. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are not presented to the Council at the public hearing, or other valid objections to formation are not presented, then consider objections to the scope, design or equipment proposed for the district.
5. After consideration of objections of the plans for the district, and if it appears that the Council will form the district, Council should next consider written objections to the proposed assessments which were filed with the City.
6. Close the public hearing.
7. Consider adoption of the resolution officially forming the lighting district.
8. If council forms the district, consider adoption of the proposed assessment ordinance. Council may adopt, correct, modify or revise the assessment against each lot in the district according to special and peculiar benefits accruing to the lot.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R96-_____

FORMING THE HIDDEN CREEK ESTATES PHASE IV STREET LIGHTING
LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of
Hidden Creek Estates Phase IV Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's
Report for Hidden Creek Estates Phase IV Street Lighting Local Improvement District; and

WHEREAS, notice of public hearing to consider formation of street lighting district was
mailed as required by Ordinance 94-278; and

WHEREAS, the City Council conducted a public hearing to receive objections and
remonstrances to the formation of the street lighting district; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Hidden Creek Estates
Phase IV Street Lighting Local Improvement District is hereby formed, and that the street
lights shall be installed within a reasonable time and in the manner set forth in the City
Engineer's Report for Hidden Creek Estates Phase IV Street Lighting Local Improvement
District.

PASSED this _____ day of _____, 1996.

SIGNED this _____ day of _____, 1996.

Mayor

City Recorder

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO
HIDDEN CREEK ESTATES PHASE IV STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

- a. The City Council did heretofore declare its intention to install street lights to serve an area known as Hidden Creek Estates Phase IV Street Lighting Local Improvement District which is described as follows:

Hidden Creek Estates Phase IV - Tax Lot 2300
in the SW 1/4 of Section 26DC; Township 6
South Range 3 West, W.M. in the City of
Keizer, County of Marion, State of Oregon;

which includes the installation of five (5) -100-watt high pressure sodium luminaries mounted on 4-foot long mast arms attached to 25-foot aluminum poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Hidden Creek Estates Phase IV Street Lighting Local Improvement District.

- b. The total initial cost of the Hidden Creek Estates Phase IV Street Lighting Local Improvement District is \$1384.09.
- c. The per space/lot assessment formula was used for this district.
- d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.
- e. Notice was duly mailed to the benefited property owners on October 9, 1996.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for the Hidden Creek Estates Phase IV Street Lighting
13 Local Improvement District for each parcel and property benefited thereby for
14 the first annual assessment is the amount set opposite the description of
15 each piece or parcel of land as described in Hidden Creek Estates Phase IV
16 Street Lighting District Assessment Roll as set forth in Exhibit "A" attached,
17 and that each piece or parcel of land benefited by the improvements, to the
18 full extent of the amount so set opposite such piece or parcel and that the
19 respective amounts represent the proportionate benefits of said
20 improvements to said respective parcels of property, and the Council does
21 hereby declare that each of the parcels of property described in Hidden
22 Creek Estates Phase IV Street Lighting District Roll as set forth in Exhibit "A"
23 attached is hereby assessed the first annual assessment amount set
24 opposite each respective description.

- i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Hidden Creek Estates Phase IV Street Lighting Local Improvement District":

5 - Poles and 100 Watt Luminaries	\$1069.20
Engineering Costs	\$ 224.00
Administrative Fee @ 8.5%	\$ 90.89
Total Assessments	\$1384.09

- ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

- b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

- c. Mode of Collecting Assessments. Assessments for Hidden Creek Estates Phase IV Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

///////

///////

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 1996.

SIGNED this _____ day of _____, 1996.

Mayor

City Recorder

EXHIBIT "A"

PRELIMINARY ASSESSMENT ROLL

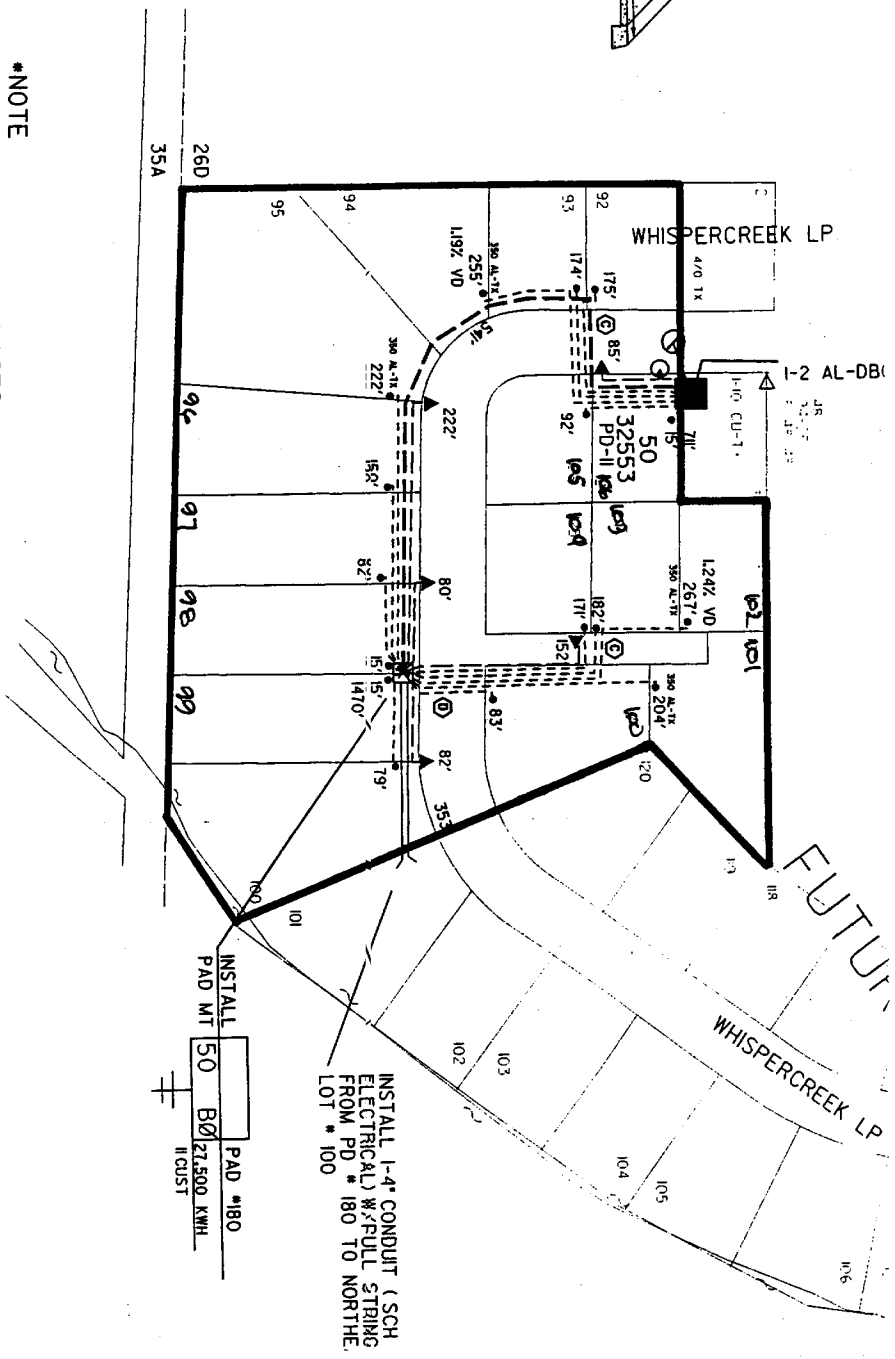
HIDDEN CREEK ESTATES PHASE 4a STREET LIGHTING DISTRICT

*Assessors Map 6 3W 26DC

Tax Lot #	Owners Name and Address	Cost per Lot	Lots	Assessment
2300	Hidden Creek Properties	\$86.51	16	\$1,384.09

TOTAL ASSESSMENT \$1,384.09

***NOTE
SET STREET LIGHT BASES
WHEN DOING THIS JOB.**



All excavation work must comply with NRS



AGENDA ITEM 6a

ORDINANCE - Amendment to Zoning Ordinance to Restrict Automotive
Related Uses in the River/Chemawa Road area (*second reading*)

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: DOTTY TRYK
CITY MANAGER

FROM: TRACY L. DAVIS 
CITY RECORDER

SUBJECT: **ORDINANCE** - AMENDING THE KEIZER ZONING ORDINANCE TO RESTRICT AUTOMOTIVE RELATED USES IN THE RIVER ROAD AND CHEMAWA ROAD AREA; AND DECLARING AN EMERGENCY (AMENDING ORDINANCE NO 87-078)

ISSUE:

On October 14, 1996 an Ordinance amending the Keizer Zoning Ordinance to Restrict Automotive Related Uses in the River Road and Chemawa Road area; and Declaring an Emergency (amending ordinance no 87-078) was before the Council for adoption. The following motion was made and passed with the following votes:

Mayor Koho moved a bill for an Ordinance amending the Keizer Zoning Ordinance to Restrict Automotive Related Uses in the River Road and Chemawa Road area; and Declaring an Emergency (amending ordinance no 87-078 Councilor Beach seconded the Motion.

The Motion passed as follows:

AYES: Beach, Koho, McGee, Miller and Watson (5)

NAYS: Keller and Newton (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

The Ordinance is before the Council for a second reading.

1 BILL NO. ____

A BILL

ORDINANCE NO.

96-____

2
3 FOR

4 AN ORDINANCE

5 AMENDING THE KEIZER ZONING ORDINANCE TO
6 RESTRICT AUTOMOBILE-RELATED USES IN THE RIVER
7 ROAD AND CHEMAWA ROAD AREA; AND DECLARING AN
8 EMERGENCY (AMENDING ORDINANCE NO. 87-078)

9 WHEREAS, the Keizer Planning Commission recommended to the Keizer City
10 Council an amendment to the Keizer Zoning Ordinance (Ordinance No. 87-078) to
11 limit land uses in a certain area in the general vicinity of the intersection of River
12 Road and Chemawa Road and the City Council adopted an Ordinance to that effect
13 on August 21, 1995 (Ordinance No. 95-333); and

14 WHEREAS, such Ordinance contained a sunset date of February 1, 1996; and

15 WHEREAS, such sunset date was extended to July 1, 1996 by Ordinance No.
16 96-344; and

17 WHEREAS, the Keizer Planning Commission and Keizer City Council has
18 considered the matter and decided that such restrictions are still appropriate pending
19 completion of the new Keizer Development Ordinance; and

20 WHEREAS, the City Council has held a hearing on this matter and considered
21 the testimony given and the recommendation of the Keizer Planning Commission;
22 and

23 WHEREAS, Keizer City Council has determined that restricting the uses
24 allowed in the River Road/Chemawa Road area is appropriate and necessary to
25 preserve the options for continued urban renewal in such area; and

26 WHEREAS, the Keizer City Council has determined that such amendment
27 meets the criteria set forth in state law, the Keizer Comprehensive Plan, and the

1 Keizer Zoning Ordinance; NOW, THEREFORE,

2 The City of Keizer ordains as follows:

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

5 Section 2. AMENDMENT TO THE KEIZER ORDINANCE. The Keizer
6 Ordinance (Ordinance No. 87-078) is hereby amended by the adoption of the
7 changes to Keizer Zoning Ordinance Chapter 28 (Commercial Retail) as set forth in
8 Exhibit "B" attached hereto, and by this reference incorporated herein.

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

16 Section 4. EMERGENCY. This Ordinance being necessary for the immediate
17 preservation of the public health, safety, and welfare, an emergency is declared to
18 exist and this Ordinance shall take effect immediately upon its passage.

19 Section 5. SUNSET CLAUSE. This Ordinance is repealed on July 1, 1997.

20 PASSED this ____ day of _____, 1996.

21 SIGNED this ____ day of _____, 1996.

22
23

Mayor

24
25
26

City Recorder

EDRECOK2.012

EXHIBIT "A"

Findings Regarding the Adoption of Amendments to the Keizer Zoning Ordinance Chapter 28 - Commercial Retail [See criteria set forth at Keizer Zoning Ordinance (KZO) 4.15]

The City of Keizer finds that:

1. These amendments to the Commercial Retail zone comply with statewide land use goals and related administrative rules as follows [KZO 4.15(a)]:

GOAL 1: CITIZEN INVOLVEMENT

A Public Hearings was conducted on this matter with the review and adoption proceedings consistent with local land use regulations. The hearing was preceded by numerous public meetings dealing with design and land use issues in the vicinity of River and Chemawa Roads that have resulted in draft planning documents calling for a pedestrian-oriented rather than an automobile oriented environment; and one that minimizes the amount of land dedicated to automobile use. The Planning Commission initiated this amendment and recommended its approval to the Council. The River Road Redevelopment Board endorsed the amendment and also recommended its approval to the Council.

GOAL 2: LAND USE PLANNING

The ordinance amends the Keizer Zoning Ordinance. The adoption proceeding was conducted in a manner consistent with the requirements of the Keizer Comprehensive Plan, Keizer Zoning Ordinance, and applicable state law.

GOAL 3: AGRICULTURE LAND

These amendments do not affect agricultural operations.

GOAL 4: FOREST LANDS

These amendments do not affect forest lands.

GOAL 5: OPEN SPACES, SCENIC AND HISTORIC AREAS, AND NATURAL RESOURCES

These amendments do not affect historic areas or natural resources. They will enhance the capability to create future open spaces and scenic areas in a pedestrian oriented commercial environment.

GOAL 6: AIR, WATER, AND LAND RESOURCES QUALITY

These amendments will not affect air, water, and land resources quality.

GOAL 7: AREAS SUBJECT TO NATURAL DISASTERS AND HAZARDS

These amendments will not affect any areas subject to natural disasters and hazards.

GOAL 8: RECREATIONAL NEEDS

These amendments do not impact recreational needs.

GOAL 9: ECONOMIC DEVELOPMENT

These amendments are the direct result of the City's strategy, embodied in the River Road Urban Renewal Plan, the River Road Design Plan, and the draft River and Chemawa Center Specific Plan, to create a thriving economic center based on eliminating the negative design elements characteristic of strip commercial areas. The uniqueness of a shopping area based on attracting pedestrian traffic and not catering to automobile oriented uses is anticipated to encourage economic development.

GOAL 10: HOUSING

These amendments do not affect housing.

GOAL 11: PUBLIC FACILITIES AND SERVICES

These amendments do not affect public facilities and services.

GOAL 12: TRANSPORTATION

These amendments directly implement the intent of Goal 12 as defined in the State Transportation Planning Rule, which call for ordinances, standards, and public programs to reduce reliance on automobile use and encourage pedestrian and other forms of alternative transportation. Eliminating new automotive related uses from this immediate area, and the associated driveways and parking, will help encourage and create a shopping environment where a person can park once and conveniently patronize several businesses.

GOAL 13: ENERGY CONSERVATION

These amendments will help energy conservation by encouraging the development of commercial projects where a person can park once and conveniently patronize several businesses thereby saving gasoline.

GOAL 14: URBANIZATION

These amendments will not adversely affect urbanization efforts.

GOAL 15: WILLAMETTE GREENWAY

These amendments will not affect the Willamette Greenway.

GOALS 16, 17, 18, AND 19: ESTUARINE RESOURCES, COASTAL SHORELANDS, BEACHES AND DUNES, AND OCEAN RESOURCES

These goals do not apply as Keizer is not in an ocean shoreland area.

2. These amendments conform with the Keizer Comprehensive Plan goals, policies, and intent. Specifically, they are intended to promote economic development which is consistent with one of the Goals of the Keizer Comprehensive Plan. [KZO 5.14(b)]

3. Public need is best satisfied by these amendments by prohibiting the types of uses from the River and Chemawa area which are counter-productive to the creation of a centralized focal point which will provide a commercial, employment, and social center for the citizens of the City that is planned to be better than if traditional strip commercial development patterns area allowed to continue. [KZO 4.15(c)]

4. These amendments will not adversely affect the health, safety and welfare of the community. [KZO 4.15(d)]

5. (The criteria in Keizer Zoning Ordinance 4.15(e) regarding adequate public facilities, services and transportation is not applicable to this Ordinance.)

Findings with regard to this Ordinance are based on all written and oral testimony received at the City council hearing on this matter. This evidence is incorporated by this reference as if fully set forth herein.

Proposed revision to: Keizer Zoning Ordinance Chapter 28 - Commercial Retail

October 1996

28.01 USES. The following uses, when developed under the applicable development standards in this Zoning Ordinance, are permitted in the CR zone:

- (1) One dwelling unit in conjunction with the commercial uses(s) of the lot.
- (2) Offices for any use listed in SIC Division C - Construction.
- (3) Post offices (43).
- (4) Building materials, hardware, retail nurseries, and garden supply (52) except mobile home dealers (527).
- (5) General merchandise stores (53).
- (6) Food stores (54).
- (7) Auto and home supply stores (553).
- (8) Gasoline service stations (554) (SU 12.52) except as provided in Section 28.03, below.
- (9) Eating and drinking places (58) except as provided in Section 28.03, below.
- (10) Miscellaneous retail (59) except fuel and ice dealers (598) provided all display is within a building.
- (11) Used Merchandise Store (SU 12.48) provided all display is within a building.
- (12) Vehicle sales and secondary repair except as provided in Section 28.03, below.
- (13) Finance, insurance, and real estate (60, 61, 63, 64, 65, 66 and 67).
- (14) Hotels, motels, and tourist courts (701).
- (15) Religious organizations (SU 12.60).
- (16) Veterinary services (074) (SU 12.42 in urban areas).
- (17) Membership organizations (86).
- (18) Public utility structures and buildings except as provided in Section 28.03, below.
- (19) Recreational vehicle parks (7033) (SU 12.40) except as provided in Section 28.03, below.
- (20) Uses prescribed in Chapter 21.
- (21) Unlimited number of guest rooms including rooming and boarding houses (702), organization hotels and lodging homes on membership basis (704).
- (22) Signs (SU Chapter 15).
- (23) Bed and breakfast establishments (SU 12.26).
- (24) Miscellaneous amusement and recreation services (799) except golf courses (7992) and amusement parks (7996).
- (25) Landscape counseling and planning (0781).

Exhibit B

- (26) News dealers and newsstands (5994).
- (27) Commercial printing (275).
- (28) Communications (48).
- (29) Apparel and accessory stores (56).
- (30) Furniture, home furnishings, and equipment stores (57).
- (31) Electrical and lighting shops and office machines and equipment stores.
- (32) Personal services (72) except carpet and upholstery cleaning (7217) and industrial launderers (7218).
- (33) Business services (73) except disinfecting and exterminating services (7342) and research and development laboratories (7391).
- (34) Automobile parking (752) except as provided in Section 28.03, below.
- (35) Watch, clock, and jewelry repair (763).
- (36) Motion picture distribution and allied services (782).
- (37) Motion picture theaters (783) except drive-ins (7838).
- (38) Dance halls, studios, and schools (791).
- (39) Theatrical producers (except motion pictures), bands, orchestras, and entertainers (792).
- (40) Bowling alleys and billiard and pool establishments (793).
- (41) Health services (80) except hospitals (806).
- (42) Ambulance service.
- (43) Legal services (81).
- (44) Educational services (82).
- (45) Social services (83).
- (46) Museums, art galleries, botanical and zoological gardens (84).
- (47) Miscellaneous services (89).
- (48) Executive offices (911).
- (49) Executive and legislative combined (913).
- (50) Finance, taxation, and monetary policy (93).
- (51) Administration of human resources programs (94).
- (52) Administration of environmental quality and housing programs (95).
- (53) Administration of economic programs (96).
- (54) National security and international affairs (97).
- (55) Automotive Dealers (55) but excluding gasoline service stations (554) except as provided in Section 28.03, below.
- (56) Adult entertainment business (SU 12.50).
- (57) Billboards (non appurtenant signs) (SU Chapter 15).
- (58) Mixed-use buildings (SU 12.46).
- (59) Residential home care and adult residential home care.

28.02 CONDITIONAL USES. The following uses may be permitted subject to obtaining a conditional use permit:

- (1) Water supply (494).
- (2) Carpet and upholstery cleaning (7217).

Exhibit B

- (3) Automotive rental and leasing, without drivers (751) except as provided in Section 28.03, below.
- (4) Automotive repair shops (753) except as provided in Section 28.03, below.
- (5) Automotive services, except repair (754) except as provided in Section 28.03, below.
- (6) Electrical repair shops (762).
- (7) Reupholstery and furniture repair (764).
- (8) Professional sports clubs and promoters (7941).
- (9) Utilities - secondary truck parking and material storage yard except as provided in Section 28.03, below.
- (10) Manufacture of jewelry, silverware, and plated ware (391).
- (11) Manufacture of costume jewelry, novelties, buttons, etc. (396).
- (12) Local and suburban passenger transportation (411).
- (13) Intercity and rural highway passenger transportation within 2,000 feet from the center point of an I-5 interchange and having direct access onto a major arterial (413).

28.03 PROHIBITED USES. The following uses are prohibited from the any property fronting on River Road or Chemawa Road in the following area: the west side of River Road between 5119 River Road on the north and Janet Avenue extended on the south; the east side of River Road between Claggett Street on the north and James Avenue on the south; and either side of Chemawa Road between Elizabeth Street on the west and Bailey Road on the east. This prohibition does not apply to any business facility, legally established as of the date of the adoption of this Ordinance, which as of that date has drive-through window facilities.

- (1) Gasoline service stations (554) (SU 12.52)
- (2) Drive-Through windows or car service associated with eating and drinking places (58)
- (3) Vehicle sales and secondary repair
- (4) Public utility structures and buildings
- (5) Recreational vehicle parks (7033) (SU 12.40)
- (6) Automobile parking not associated with an allowed use (752)
- (7) Automotive Dealers (55)
- (8) Automotive rental and leasing, without drivers (751)
- (9) Automotive repair shops (753)
- (10) Automotive services, except repair (754)
- (11) Utilities - secondary truck parking and material storage yard.



AGENDA ITEM 6b

Sewer Reimbursement Agreement

CITY COUNCIL MEETING: October 21, 1996

AGENDA ITEM NUMBER: 6b

TO: MAYOR KOHO AND COUNCIL MEMBERS

THROUGH: JOHN MORGAN, CITY MANAGER PRO-TEM

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

**SUBJECT: REIMBURSEMENT AGREEMENT WITH PICULELL
& CHIMENTO, AN OREGON GENERAL PARTNERSHIP
AND BENCHMARK LAND COMPANY-LEEWOOD MEADOWS,
L.L.C.**

DATE: October 17, 1996

Two new subdivisions are to be constructed in the coming months in the Clear Lake area. Both of these subdivisions front on O'Neil Road. One subdivision (Waterford Subdivision) will consist of approximately 50 single-family lots and is being developed by Piculell & Chimento, an Oregon general partnership. The second subdivision, immediately south of the Waterford Subdivision, is a 55-lot development known as Leewood Meadows that is being developed by Benchmark Land Company-Leewood Meadows, L.L.C.

In order to develop this land, an extension of the sanitary sewer line that runs through The Meadows and Keizer Prairie subdivisions needs to be constructed. Such line is planned to later extend further north beyond the subdivisions referenced above. This process is known as "over-sizing" and consists of a sewer line that is both larger and installed deeper than a line that would be needed for local sanitary sewer service.

In the past, when a developer has installed such an over-sized line and requested reimbursement, the City has entered into an agreement to reimburse the sub-developer for the over-sizing or the "upgrade costs". This is what was done with The Meadows Subdivision. The two developers have asked the City to enter into a reimbursement agreement in this situation and such agreement is attached to the enclosed resolution authorizing the City Manager to sign.

The reimbursement agreement enclosed is similar to the previous agreement the City had with Reimann & Associates, with one major exception. In this case because there are two developers and because the costs for the line will not be split equally between them, there is a provision for calculation of their respective costs and an allocation of a percentage. When system development charges are received by the City, the City will apply the respective percentages and split the payment accordingly to reimburse the developers over the next several years. The developers are provided an interest rate of two percent greater than the prime rate, which is the rate that was in the Reimann agreement.

There are provisions in the agreement that the City will not be required or forced to take legal action to collect these system development charges in order to reimburse the developers, but will instead use its best efforts to collect the charges in the normal course of business. In addition, there is a provision that there is no requirement to ever pay the developers any amount which exceeds the actual collected development charges.

The developers need to have the reimbursement agreement in place before they can go forward with financing for these developments. The subdivisions have already been approved via the normal land use process and there were no appeals in those actions.

RECOMMENDATION:

Staff recommends the enclosed resolution be adopted.

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R96-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER
4 INTO A SANITARY SEWER REIMBURSEMENT
5 AGREEMENT WITH PICULELL & CHIMENTO, AN
6 OREGON GENERAL PARTNERSHIP AND
7 BENCHMARK LAND COMPANY-LEEWOOD
8 MEADOWS, L.L.C.

9 WHEREAS, Piculell & Chimento, an Oregon general partnership comprised
10 of Arthur C. Piculell, Jr. and Charles W. Chimento, Jr. and Benchmark Land
11 Company-Leewood Meadows, L.L.C., an Oregon limited liability company are
12 developing two subdivisions in the Clear Lake area of Keizer;

13 WHEREAS, such developers have or will be financing and constructing an
14 extension of a sanitary sewer line that will be oversized and configured to benefit
15 more than their particular subdivisions;

16 WHEREAS, it is fair and equitable that such developers be reimbursed for
17 those portions of the sewer construction costs that are in excess of the necessary
18 costs to develop the individual subdivisions; NOW THEREFORE,

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

1 BE IT RESOLVED by the City Council of the City of Keizer that the City
2 Manager is authorized to enter into the Reimbursement Agreement a copy of which
3 is attached as Exhibit "A" to provide reimbursement to the above-named developers
4 subject to audit of the final costs as set forth in the Agreement.

5 PASSED this _____ day of _____, 1996.

6 SIGNED this _____ day of _____, 1996.

7

8

Mayor

9

10

City Recorder

11 4581COK.004

REIMBURSEMENT AGREEMENT

Between the CITY OF KEIZER, a municipal corporation of the State of Oregon, herein called "City", PICULELL & CHEMENTO, an Oregon general partnership comprised of ARTHUR C. PICULELL, JR. and CHARLES W. CHIMENTO, JR., herein called "P&C", and BENCHMARK LAND COMPANY—LEEWOOD MEADOWS, L.L.C., an Oregon limited liability company, herein called "Benchmark";

Recitals:

A. P&C is developing one tract of land consisting of approximately 9.57 acres presently planned to accommodate a total of 50 single family residential dwelling lots to be known as "Waterford Subdivision", more particularly described at "Exhibit A" annexed hereto and by this reference incorporated herein as if set forth verbatim.

B. Benchmark is developing one tract of land consisting of approximately 8.76 acres presently planned to accommodate a total of 55 single family residential dwelling lots to be known as "Leewood Meadows", more particularly described at "Exhibit B" annexed hereto and by this reference incorporated herein as if set forth verbatim.

C. The City desires to provide adequate sanitary sewer collection and disposal facilities to serve existing and potential development of property within its boundaries including, but not limited to, the properties to be developed by P&C and Benchmark as above-stated.

D. P&C and Benchmark have each agreed, to provide and connect a sanitary sewer to an existing 18-inch sanitary sewer now located within the O'Neil-Baker Road right-of-way south of both the P&C tract and the Benchmark tract above-described. The sanitary sewer to be provided by P&C and Benchmark will be located, sized and configured in such a manner as to adequately serve and directly benefit the Waterford Subdivision and Leewood Meadows projects as well as developments and improvements located on other and additional tracts and properties which will hereafter effect connection to the so-called O'Neil Road, Barnick Road and Clear Lake Road collection system referred to and described in the City's *Master Sewer Plan Update March 22, 1994* ("Clear Lake Sector Properties").

E. The existing sanitary sewer above-mentioned terminates in O'Neil-Baker Road at a point in line with the northerly boundary of the premises described as Lot 5, KEIZER PRAIRIE, PHASE I ("Station A0+00").

F. The sanitary sewer subject of this Agreement ("Sewer Improvements") consists of the following components or "Segments":

"Segment A": Sanitary Sewer in O'Neil-Baker Road north from Station A0+00 to Station A6+72 which lies in line with the southerly boundary of the Leewood Meadows project (extended across O'Neil-Baker Road):

Item SA-1. Installation of approximately 672 lineal feet of 18-inch PVC sewer complete including excavation, rock backfill and testing at a maximum depth of approximately 21-feet below planned finished grade;

Item SA-2. Installation of one (1) standard manhole complete including standard frame and cover in O'Neil-Baker Road at Station A3+50, and

Item SA-3. Removal of stub at existing manhole at Station A0+00; connection of above installations to existing 18-inch sanitary sewer; and connection to Segment B described below.

"Segment B": Sanitary Sewer in O'Neil-Baker Road north from Station A6+72 to Station A13+29 which lies in line with the southerly boundary of the Waterford Subdivision project (extended across O'Neil-Baker Road):

Item SB-1. Installation of approximately 4 lineal feet of 18-inch PVC sewer and 653 lineal feet of 12-inch PVC sewer complete including excavation, rock backfill and testing at a maximum depth of approximately 21-feet below planned finished grade;

Item SB-2. Installation of one (1) standard manhole including standard frame and cover in O'Neil-Baker Road at Station A6+76; one (1) standard manhole including standard frame and cover at Station A7+87, and one (1) standard manhole including standard frame and cover at Station A11+67, and

Item SB-3. Connection to Segment C described below.

"Segment C": Sanitary Sewer in O'Neil-Baker Road north from Station A13+29 to Station A19+74 which lies approximately 19-feet south of the northerly boundary of the Waterford Subdivision project (extended across O'Neil-Baker Road):

Item SC-1. Installation of approximately 138 lineal feet of 12-inch PVC sewer complete including excavation, rock backfill and testing at a maximum depth of approximately 22-feet below planned finished grade between Station A13+29 and Station A14+67;

Item SC-2. Installation of approximately 450 lineal feet of 12-inch PVC sewer complete including excavation, rock backfill and testing at a maximum depth of approximately 22-feet below planned finish grade between Station A14+67 and Station A19+17;

Item SC-3. Installation of approximately 58 lineal feet of 12-inch PVC sewer complete including excavation, rock backfill and testing at a maximum depth of approximately 21-feet below planned finished grade between Station A19+17 intersection with clean-out described below:

Item SC-4. Installation of one (1) standard manhole complete including standard frame and cover in O'Neil-Baker Road at Station A14+67 and one (1) standard manhole including standard frame and cover at Station A19+17, and

Item SC-5. Installation of one (1) clean-out complete including surface fitting and cover in O'Neil-Baker Road at Station A19+93 which lies in line with the northerly boundary of the Waterford Subdivision project (extended west across O'Neil-Baker Road) and connection to north end of 58-foot section of 12-inch PVC sewer described as Item SC-3.

G. Due to the benefits to be conferred in favor of Clear Lake Sector Properties by reason of the size, location and configuration of the Sewer Improvements above-described, it is just and equitable to require persons who will, in the future, benefit from said improvements to contribute to the costs incurred for their construction and installation. However, at this time, only P&C and Benchmark are available for the purpose of sharing such costs.

H. The City has heretofore adopted Ordinance No. 94-276 whereby for development of properties in the position of the Clear Lake Sector Properties hereinabove described, the owner or developer thereof is required to pay assessments or development charges based on the number of acres included in such developments presently fixed in the amount of \$4,400 per acre, prorated for fractions of an acre. In addition, City policy requires payment of a "front footage" charge for properties directly benefiting from constructed sanitary sewers. Unless otherwise agreed by and between all of the parties, for purposes of this Agreement, the front footage charge would be \$34.08 per front foot and would apply to properties east and west of O'Neil-Baker Road connected to Segment A of the Sewer Improvements; to properties west of

O'Neil-Baker Road connected to Segment B of the Sewer Improvements, and to properties east of O'Neil-Baker Road connected to Segment C of the Sewer Improvements.

1. Such assessments or development charges are intended to assist developers in the position of P&C and Benchmark recover a reasonable and fair proportion of the costs which they will incur to install and construct improvements such as the Sewer Improvements herein described. The City is willing to require and continue collection of assessments or development charges of the nature prescribed by Ordinance No. 94-276, as aforesaid with respect to Clear Lake Sector Properties subject of this Agreement, and maintain its policy to require payment of front footage charges with respect to the properties east and west of O'Neil-Baker Road as aforesaid. Accordingly, P&C and Benchmark are prepared to bear, initially, the entire cost of said Sewer Improvements in accordance with the terms of this Agreement.

Agreement:

Therefore, in consideration of the foregoing premises and recitals and the mutual promises and undertakings on the part of each of the parties hereinafter set forth, it is hereby agreed:

1. P&C and Benchmark will each and respectively pay one-half (50%) of the total costs incurred to construct and install the following Sewer Improvements: Segment A, Items SA-1, SA-2 and SA-3.
2. Benchmark will pay all (100%) of the total costs incurred to construct and install the following Sewer Improvements: Segment B, Items SB-1, SB-2 and SB-3.
3. P&C will pay all (100%) of the total costs incurred to construct and install the following Sewer Improvements: Segment C, Items SC-1, SC-2, SC-3, SC-4 and SC-5.
4. P&C and Benchmark will each become obligated to the City for payment of a \$4400 per acre assessment on account of the eventual connection of the Waterford Subdivision and Leewood Meadows developments to sanitary sewer facilities which have already been constructed and in place as aforesaid. However, the City acknowledges that the amount of such assessments which would otherwise become payable by P&C and by Benchmark combined, will exceed amounts which the City is contractually bound to reimburse one or more third parties under agreements analogous to this Agreement. The City also agrees that it would serve no useful purpose to exact payment of such excess from P&C and from Benchmark and thereafter effect reimbursements to said parties as hereinafter provided for in amounts greater than the amount of such excess. Accordingly:

(a) On the effective date of this Agreement hereinafter stated, P&C and Benchmark will become obligated to pay to the City on account of assessments of the nature described in the first sentence of paragraph 4., immediately above, only such sums as, when added together, are required in order to enable the City to satisfy its obligation for reimbursement to the third party or parties entitled thereto under any such analogous agreement(s) and the City shall be entitled to offset against the first amounts to become due to P&C and to Benchmark by way of reimbursement hereunder a sum equal to the unpaid balance which each of said parties respectively would otherwise have been required to pay to the City on account of said assessments.

(b) In determining the sums to be paid by P&C and by Benchmark to the City as aforesaid, the total amount which the City is obligated to pay to said third party or parties as aforesaid shall be divided between P&C and Benchmark in the same proportion which the total assessment which would otherwise be payable by each of said parties bears to the total assessment which would otherwise be payable by both parties combined.

5. Each contractual agreement or other document(s) evidencing the obligation of P&C and Benchmark to pay all or any portion of any costs of construction and installation of any Sewer Improvements subject of

this Agreement to any third party or parties shall clearly and discretely address the amount of such obligation which is or will be attributable to each Segment and Item number listed above which it is the responsibility of P&C or Benchmark to pay, as the case may be, provided, however:

(a) any contractual agreement(s) or other document(s) evidencing the obligation of P&C or Benchmark, or both, for payment of any Segment Items which they are to pay in equal shares, may either address such obligation in terms of the total amount(s) due and to become due from both parties or in terms of the amount due and to become due from each party separately (which added together will equal the total obligations for such items), and

(b) with respect to the obligations of P&C and Benchmark for payment of the cost of construction and installation of the Sewer Improvements subject of this Agreement, such contractual agreement(s) or other document(s), including, without limitation, engineering documents, shall, in addition, provide information and cost data which is reasonably adequate to enable all of the parties to determine and describe, by specific reference to the Items affected thereby, the additional cost of such Item(s), if any, directly attributable to the fact that the sanitary sewer installations associated therewith will be, or has been, located, sized and/or configured in order to accommodate future utilization by, and service to, Clear Lake Sector Properties over and above the cost for serving the P&C and Benchmark developments only. For purposes of this Agreement, the sum of such additional costs, if any, is called "Upgrade Costs".

6. True, full and complete copies of all such contractual agreements and other document(s), and all amendments thereof, however effected, shall be provided by P&C and by Benchmark each to the other, and to the City, within fourteen (14) days of receipt of any such documents by P&C or by Benchmark.

7. Upon completion of all Sewer Improvements subject of this Agreement and acceptance thereof on behalf of the City, Benchmark and P&C, shall each submit to the City and to one another, a certified statement in writing setting forth the total of all costs which each has incurred and paid for the construction and installation of those Items of the Sewer Improvements herein described which it is the responsibility of such party to pay and a statement setting forth the total amount of Upgrade Costs claimed by such party which are included in the total costs incurred by such party for said Sewer Improvements.

(a) Each such certificate shall be accompanied by true and complete copies of all invoices, billings or other demands for payment of such costs received by the party submitting the same from the third party or parties who effected the work and by evidence of payment of such costs by the party who incurred them (copies of canceled checks will be acceptable evidence of such payment). Neither P&C or Benchmark shall claim any expenses or costs attributable to any portion or all of the Sewer Improvements which they are responsible to pay for under this Agreement on account of internal expenditures of any kind, including without limitation, employee compensation, benefits or reimbursable expenses, general or administrative expenses, overhead and the like.

(1) The City may require evidence from any contractor or contractors with whom P&C, or Benchmark, or both, have contracted for purposes of constructing the Sewer Improvements, that the project has been completed; that all sums owing such contractor(s) have been paid, and that no further performance by any party to such contract(s) is required other than warranty work.

(2) If any sum or sums claimed by any such contractor subject of a bona fide dispute between such contractor on the one hand and P&C, Benchmark or both on the other hand, P&C, Benchmark or both may provide evidence of adequate security for payment of any such disputed claim(s) in lieu of the evidence described at subparagraph (1) immediately above.

(3) The City will not be obligated to commence payments under this Agreement prior to receipt of evidence of the nature described in subparagraphs (1) or (2) above provided the City shall request the that

the same be provided not more than ten (10) days after acceptance of the Sewer Improvements on behalf of the City.

(b) The City Engineer shall review the certificates submitted by P&C and by Benchmark respectively and all documentation submitted therewith to determine the accuracy and appropriateness of the Upgrade Costs claimed by said parties. Within thirty (30) days of receipt of such certificates and documentation from P&C and from Benchmark, the City Engineer shall notify P&C and Benchmark of the City's approval of the Upgrade Costs as claimed, or such portion thereof as are approved by the City. If the City disputes the appropriateness or amount of any Upgrade Costs claimed by either P&C or by Benchmark, then within the thirty (30) day period described in the preceding sentence, the City Engineer shall also notify P&C and Benchmark of those Upgrade Costs in dispute by the City, detailing the reason(s) why such Upgrade Costs are disputed by the City, and set forth the amount, if any, which the City will approve on account of said Upgrade Costs.

(1) If P&C or Benchmark, or both P&C and Benchmark, do not agree with the amount, if any, which the City will approve on account of any such disputed Upgrade Costs, either or both shall so notify the City within fourteen (14) days of receipt of the City Engineer's notification and the matters in dispute shall be submitted to arbitration as set forth below.

(2) The City is not obligated to make any payments under this Agreement to either P&C or to Benchmark unless and until both P&C and Benchmark agree as to the total Upgrade Costs, or until any award on arbitration conducted in accordance with subparagraph (1) immediately above becomes final.

(c) Failure by the City to provide timely notice of approval and/or dispute with respect to sums claimed on account of Upgrade Costs on the part of P&C or on the part of Benchmark as aforesaid, shall be conclusively deemed acceptance by the City of the Upgrade Costs claimed by said party or parties. Similarly, failure by P&C or Benchmark to give timely notice of objection respecting Upgrade Costs disputed by the City as aforesaid, shall be conclusively deemed acceptance by the party or parties affected by such dispute of the amount of disputed Upgrade Costs which will be approved by the City and the City's reasons therefor.

(d) The City is not obligated to make any payments under this Agreement as set forth in paragraph 12 unless and until all Sewer Improvements subject of this Agreement are fully completed.

8. At such time as all of the certified statements and supporting documentation described in paragraphs 5., 6., and 7., above has been provided by P&C and Benchmark as therein prescribed, the total Upgrade Costs approved incurred and paid by P&C and by Benchmark, in the amounts approved on behalf of the City respectively, shall each be divided by the total approved Upgrade Costs incurred and paid by both P&C and Benchmark together. The result of each such calculation, expressed as a percentage value rounded to then nearest 1/100th of a percent, shall be finally, conclusively and for all purposes whatsoever fixed as the "Proportionate Share" of each of said parties' contribution to the total approved Upgrade Costs incurred by both P&C and by Benchmark combined and as each of said parties' Proportionate Share of the assessments or development charges to be recovered by the City and paid over to P&C and to Benchmark in accordance with the terms of this Agreement.

9. The City hereby expressly agrees it will in the regular course collect, reimburse and pay to P&C and to Benchmark respectively out of assessments or development charges of the nature subject of said Ordinance No. 94-276 collected by the City on account of Clear Lake Sector Properties as hereinafter described, each of said party's Proportionate Share of said Upgrade Costs plus interest thereon computed from and after the date upon which the amount of P&C's and Benchmark's Proportionate Shares of Upgrade Costs are determined and fixed as aforesaid, until fully paid.

(a) Interest shall be computed and payable at a variable rate two (2) percentage points greater than the base lending, or "prime rate" of interest (or its then functional equivalent) charged by the U.S. National Bank of Oregon (or any successor of said Bank).

(b) All payments remitted by the City to either P&C or to Benchmark pursuant to paragraph 9., above, shall be credited first to the payment of all and any interest accrued and owing to the party receiving such payment to and including the date upon which such payment is deposited in a sealed envelope in the United States mail, postage prepaid and properly addressed to the party entitled thereto, and then to the principal balance of the amount(s) payable.

10. With respect to any and all property or improvements to property located in or forming a part of any Clear Lake Sector Properties which have not previously paid the same and which may now, or at any time hereafter, be permitted by the City to secure access to sanitary sewer by means of connection to, or the extension of, any portion of any sewer system including the Sewer Improvements subject of this Agreement, the City will require, as a condition of issuing any permit(s) for the development of such property, the construction of any such improvements or connection to such sewer system, payment to the City of an assessment or development charge based on the acreage contained in such property in an amount of not less than \$4,400.00 per acre (prorated for any fractions of an acre) whether or not such access is effected immediately upon issuance of any such permit(s) or at some time thereafter.

11. Until such time as the City shall have paid and reimbursed P&C and Benchmark the full amount of their Proportionate Shares of the Upgrade Costs together with interest thereon as provided for under this Agreement, upon collection of any assessment(s) or development charge(s) provided for in paragraph 10., the City shall divide the total amount collected into two (2) shares determined based on the Proportionate Shares of P&C and Benchmark determined in accordance with paragraph 8. Thereupon, subject to the credit provisions of subparagraph 4.(a), above, and in no event later than the twentieth (20th) day of the first calendar month following the month during which the same are collected, the City shall remit separately to P&C the amount of its Proportionate Share of such collections and remit separately to Benchmark its Proportionate Share of such collections.

(a) With respect to any development charges or fees collected by the City in advance of the time the Proportionate Shares of P&C and Benchmark are finally determined and fixed in accordance with this Agreement, the parties agree that no remittances shall be made. Rather, the City shall retain such sums as may be collected until such time as said Proportionate Shares are determined and fixed, at which time, or within fifteen (15) days thereafter, subject to the credit provisions of subparagraph 4.(a), above, such sums shall be divided by the City and remitted to P&C and to Benchmark as aforesaid.

(b) The City agrees that it will continue collection and remittance of development charges or fees (i) for a period of fifteen (15) years after the date upon the Proportionate Shares of P&C and Benchmark are determined and fixed as aforesaid, or (ii) until such time as all development charges or fees which the City is bound by the provisions of paragraph 11 of this Agreement have been collected by it and the total amount of P&C's Proportionate Share and the entire amount of Benchmark's Proportionate Share of such development charges, including interest thereon as herein provided for, have been remitted to P&C and to Benchmark hereunder, whichever occurs first.

(c) Nothing herein contained shall require the City to initiate legal action in any form to collect the assessments or development charges from other parties. The City agrees to use its best efforts to collect the fees and development charges in the normal course of business according to the City's standard procedures.

(d) Nothing herein contained shall be interpreted as requiring the City to pay to P&C and to Benchmark any amount exceeding the actual collected development charges referred to herein.

12. In addition to the development charges or fees to be collected and remitted by the City to P&C and to Benchmark on account of Upgrade Costs as aforesaid, whenever applicable in accordance with City policy as aforesaid, the City will require payment of front footage charges in an amount of not less than \$_____ a front foot for properties east and west of O'Neil-Baker Road, other than those described at Exhibits A and B to this Agreement, which are, or may be, directly connected to Segments A or B or C of the Sewer Improvements.

(a) As and when any such front footage charges are received by the City on account of connection(s) to Segment A of the Sewer Improvements, the City will remit one-half (50%) of the sum(s) so received to P&C and the remaining one-half (50%) of the sum(s) so received to Benchmark.

(b) As and when any such front footage charges are received by the City on account of connection(s) to Segment B of the Sewer Improvements, the City will remit the total sum(s) so received to Benchmark.

(c) As and when any such front footage charges are received by the City on account of connection(s) to Segment C of the Sewer Improvements, the City will remit the total sum(s) so received to P&C.

Sums received and remitted on account of front footage charges pursuant to the foregoing provisions of this paragraph 12., shall have no effect whatsoever on the amounts which P&C and Benchmark respectively will become entitled to recover on account of Upgrade Costs under this Agreement. Sums received on account of front footage charges will be collected and remitted as aforesaid in order to effect reasonable contributions on the part of properties directly connecting to the Sewer Improvements to the basic costs incurred by P&C and by Benchmark with respect to said sewer.

13. Should there be any dispute between P&C and Benchmark with respect to the amounts which either of said parties are entitled to recover pursuant to the terms of this Agreement, the City shall have the right, but not the obligation, to interplead such amounts pursuant to statutory or common law. In such a case, P&C and Benchmark shall be jointly and severally liable for any legal fees and expenses the City may incur in connection with such interpleader. The City's right to interpleader pursuant to this paragraph 13, shall not be subject to arbitration in accordance with paragraph 16 below.

14. Nothing herein contained in this Agreement shall be deemed or construed to prohibit or impair the right and prerogative of the City to collect and retain for its own use and account an additional assessment, development charge or fee Agreement (for purposes of compensating the City for any administrative expenses it may incur in connection with the collection and reimbursement of development charges and fees for the benefit of P&C and Benchmark provided for under this Agreement) equal to not more than one (1%) of the assessments or development charges to be collected and remitted by it to P&C and to Benchmark under this Agreement.

15. Unless and until such time as any party shall deliver notice in writing to all other parties to this agreement of any changes therein, all notices, correspondence and, where applicable, remittances intended for delivery to the parties shall be addressed and delivered to the parties as follows:

If directed to P&C:

Piculell & Chemento
3236 SW Kelly Street, Suite 105
Portland, OR 97201
Attention: Chuck Chimento

If directed to Benchmark:

Benchmark Land Company--Leewood Meadows, L.L.C.
16325 SW Boones Ferry road, Suite 203
Lake Oswego, OR 97035

Attention: Dennis Zimmerly

If directed to the City:

City of Keizer, Public Works Department
P.O. Box 21000
Keizer, OR 97307
Attention: Wally Mull

16. All claims for monetary relief arising under this Agreement in which the amount in dispute does not exceed \$25,000, shall be submitted to arbitration before a single arbitrator in Washington County, Oregon, in accordance with the rules of commercial arbitration of the American Arbitration Association. The parties shall be entitled to conduct discovery in accordance with the Oregon Rules of Civil Procedure. A decision or award on arbitration shall be a condition precedent to the right of any party to institute any action at law for the recovery of monetary damages or of any sums due, or to become due, under this Agreement in an amount of \$25,000, or less. The arbitrator's decision or award shall include a statement or findings setting forth in reasonable detail the basis for and computation of the amount of any monetary award(s) in excess of \$2500. An award on arbitration may be reduced to judgment in any court or courts having or acquiring jurisdiction of the party against whom such award is given. Any party to this Agreement may initiate an action in court to compel arbitration hereunder in the event any other party or parties shall fail, neglect or refuse to comply with the foregoing provisions of this paragraph within ten (10) days following delivery of a written demand for such compliance by, or on behalf of, any other party or an arbitrator. All and any disputes arising under this Agreement other than claims for monetary relief, shall be subject to arbitration in accordance with the provisions of this paragraph only if such arbitration is mandatory in accordance with applicable law or the rules and procedures of the court in which such dispute would otherwise be adjudicated or if all parties to such dispute consent to submit the same for resolution by arbitration.

17. If any arbitration proceeding, suit or action is instituted for the purposes of the interpretation or enforcement of this agreement or any of the terms or provisions herein contained, the prevailing party in such proceeding, suit or action shall be entitled to recover, in addition to all other relief awarded it, such party's reasonable attorneys' fees and costs incurred in such proceeding, suit or action. Such costs shall include, without limitation reasonable costs of discovery. Said attorneys' fees and costs shall be fixed and determined by the arbitrator(s), or, as the case may be, by the court or courts, in which any such proceeding, suit or action, including any appeals therein, are heard or decided.

18. This Agreement shall become effective and binding upon the parties, their respective successors in interest and assigns, (a) on the date the same shall be executed by or on behalf of each and all of the parties, or (b) on the date upon which all plans for development and construction of improvements with respect to Waterford Subdivision and Leewood Meadows submitted by P&C and by Benchmark to the City for approval and issuance of permits (on or before the date this Agreement is executed on behalf of all of the parties) are approved on behalf of the City, whichever last occurs.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective lawfully authorized representatives.

CITY OF KEIZER, a Municipal Corporation

By _____

Date: _____

REIMBURSEMENT AGREEMENT

Exhibit A page 8 of 10

Page 8 of 9

Adler

Official Capacity/Title _____

PICULLELL & CHIMENTO

By

Arthur C. Piculell, Jr.
Arthur C. Piculell, Jr., General Partner

Date: 10/16/86

By

Charles W. Chimento, Jr.
Charles W. Chimento, Jr., General Partner

Date: Oct 16, 1986

BENCHMARK LAND COMPANY-LEEWOOD MEADOWS, L.L.C.

By PACIFIC SANTA FE CORPORATION, Manager and Member

By

Thomas A. Sherwood
Thomas A. Sherwood, its Vice President & General Counsel

Date: Oct 16, 1986

EXHIBIT A
to
REIMBURSEMENT AGREEMENT
between
**CITY OF KEIZER, THE PICULELL GROUP, INC., and BENCHMARK LAND
COMPANY--LEEWOOD MEADOWS, L.L.C.**

[Legal Description of "Waterford Subdivision"]

TRACT 1:

The North one-half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, EXCEPTING THEREFROM a strip of land 15.00 feet in width along the East side thereof.

TRACT 2:

The South one-half of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, EXCEPTING THEREFROM a strip of land 15.00 feet in width along the East side thereof.

EXHIBIT B
to
REIMBURSEMENT AGREEMENT
between
**CITY OF KEIZER, THE PICULELL GROUP, INC., and BENCHMARK LAND
COMPANY--LEEWOOD MEADOWS, L.L.C.**

[Legal Description of "Leewood Meadows"]

A tract of land located in the Southeast quarter of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, City of Keizer, Marion County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 23: thence N 00°00'00" E, 444.20 feet along the east line of said Section 23; thence leaving said east line, N 89°53'56" W, 164.15 feet; thence N 00°12'57" E, 216.69 feet to the north line of the Southeast quarter of said Section 23; thence N 89°47'12" W, 467.08 feet along the said north line to the east line of O'Neil-Baker Road (C.C. No. 614); thence S 00°07'35" W, 660.57 feet along the east line of O'Neil-Baker Road to the south line of Section 23; thence S 89°47'10" E, 631.87 feet along the south line of Section 23, to the point of beginning.



CONSENT CALENDAR

Approval of Council Minutes

MINUTES
KEIZER CITY COUNCIL
Monday, September 16, 1996
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Council President, Jerry McGee called the regular meeting to order at 7:07 p.m. Roll call was taken as follows:

Present:

Jerry McGee, Council President
Carl Beach, Councilor
Jim Keller, Councilor
Al Miller, Councilor
Bob Newton, Councilor
Jerry Watson, Councilor

Absent:

Dennis Koho, Mayor

Staff:

Dotty Tryk, City Manager
John Morgan, Community Development Director
Charles R. Stull, Chief of Police
Kim Krause, Finance Officer
Wally Mull, Public Works Director
Shannon Johnson, City Attorney
Tracy L. Davis, City Recorder

**PUBLIC
TESTIMONY**

Addressing the Council were:

Greg Lamb, 2323 Latona NE, Keizer representing the Gubser Neighborhood Association, explained their purpose as a registered association is to work with the city to get accurate information to their neighbors on issues affecting them. Mr. Lamb feels the City deliberately did not seek input on the baseball stadium proposal from the neighborhood associations. This will have ramifications, some will no longer vote for the tax base since it may be the only way to punish the city for what they see as a violation. Legally, we believe the neighborhood associations must be brought in right away on things like this. Mr. Lamb also indicated there are hurt feelings and many feel they have been cheated. He realizes that sometimes plans create tunnel vision when they get in the fast track. He suggested the Council take the extra time to communicate with citizens. He feels that a trust has been broken and the city owes an apology to the neighborhood associations.

Councilor McGee stated he understood and appreciated Mr. Lamb's comments. He pointed out the Council was requested not to disclose the details, however he McGee disagreed the law was broken

Mr. Lamb noted they did not need to know the name of the team.

Councilor McGee added in retrospect, he would agree with that. We could have kept the name sealed in several different fashions.

Councilor Miller stated when the City was first approached with an idea, it was not the right time to bring it to the associations. Staff needed to gather facts and information to see if it was feasible. This analysis went on for about a six week period. When the facts starting coming together that's when we had the public hearing and announced the possible proposal and sought citizen input. He believes it was presented to the public as soon as it could be.

Mr. Lamb added Council did a media release before doing a public hearing. Neighborhood associations could have been involved in the analysis prior to open hearing. Several of the people speaking weren't even from Keizer. This means that the associations are no more valid than people from other towns who pay nothing.

Councilor Miller says he kept detailed notes and several Keizer residents were in favor. Also, it was referred to as a 'media release', but what we did was announce that there was a proposal then ask for input from the citizens.

Councilor Keller pointed out the neighborhood associations are a new concept and we're not used to people being actively involved. The Gubser Neighborhood Association could have been involved earlier. It didn't happen and, in retrospect, we all wish it would have.

Councilor McGee thanked Mr. Lamb for his comments on behalf of the Gubser Neighborhood Association.

Dave Guile, 6717 14th Street NE, Keizer stated that on Sunday, September 8th he cleaned 150 feet' of the Labish Ditch by hand, collecting approximately 200 pounds of debris. Recently he was informed a survey of what needs to be cleaned has been completed. He would also like to know which citizens from the Gubser Association participated survey.

Wally Mull, Public Works Director reported he walked the ditch with three staff members on Monday, September 9. An inventory of the area was created and pictures were taken. A map should be available later this week. At that time we'll contact the associations to join us and look at the creek up close.

Mr. Guile says he's glad they will be involved and adds that on Wed. of that week he removed the debris pile on the opposite side of the ditch to about 25' away from the ditch edge.

Councilor McGee asks Mr. Mull to confirm that we were going to have Fish and Wildlife representatives, 14th Avenue neighborhood people, our staff, and state lands representative involved.

Mr. Mull adds some people from the Hidden Creek and Country Glen areas. Plus some people from West of River Road. As soon as we get the pictures back we'll get together with that group.

Councilor Miller thanks Mr. Guile for his work and effort on this project.

Mr. Guile says he thinks many citizens want to work together with the city on projects like this.

Manny Martinez, 1747 Meadowlark Drive NE, Keizer announced he's here about the baseball park. He contacted people in Salem and Washington (Bellingham) and talked to the director of the commission there. I would like to ask if any member of the council has conflict of interest on this project.

Councilor Miller responds that he rented offices to the team at the same rate of rent as any other tenant. There are no other arrangements with them and it's temporary, 1-2 months. There is nowhere else available in Keizer other than one location that requires a 6-month lease and they won't need it that long. They will either go back to Bellingham or move into a construction trailer.

Mr. Martinez asks if councilor Miller has any financial gain from this.

Councilor Miller states that he paid to have an insurance agent move his phones across the hall and will have to pay to move them back when they leave. He will get rent revenues just as if Mr. Martinez rents the same space.

Mr. Martinez asks whether Councilor Miller feels he has a conflict of interest.

*Keizer City Council Minutes
September 16, 1996, 1996 - Page 3*

Councilor Miller says no.

Mr. Martinez asks whether Councilor Miller feels he has a conflict of interest.

Councilor Miller says no.

Councilor McGee states that if we go to any public hearing any councilor will have to declare any potential conflict of interest at that time. Councilor McGee adds that he has no conflict.

Councilor Miller adds that at the time a decision is made they will leave his office no matter what the decision is.

Councilor Beach states that he has no conflict of interest.

Councilor Keller states that he has no conflict.

Mr. Martinez says he learned that the club initially contacted Salem, not Keizer. Salem was not interested in spending the money. Salem referred them to Keizer. Since Keizer will pay the bill, we would like to have the citizens vote on it. The team has to make a decision by Nov. 1 and it appears we are forced to make a decision quickly. There may not be time for the citizens to vote in which case we should not do it.

Councilor Watson adds that he has no conflict of interest.

Councilor Newton says he will let them wonder.

Niki White, 920 Cade Street, Keizer says she hopes everyone read the Statesman Journal article concerning Cade Street. She presents a surveyors map to council. She says a county surveyor shows a 20' right of way on that street. All the neighbors want that street left the way it is. It is not a county road and is not a dedicated road.

There was no further public testimony to come before the Council.

COMMITTEE REPORTS

VOLUNTEER OF THE QUARTER AWARD

WILLOW LAKE

LaVerne Caudle presents the volunteer of the quarter award to Mr. A. Carl Myers. He has been a volunteer judge for the city for over 6 years at no cost to the city. He has sustained good relations with council, staff and citizens. He spends many evenings hearing cases and his efforts are much appreciated.

Councilor McGee thanks Ms. Caudle for her work and presents the award (a clock) to Mr. Myers thanking him for his work.

Floyd Collins, assistant Public Works Director for Salem, along with staff and his consulting firm will give the presentation.

TREATMENT PLANT MASTER PLAN PRESENTATION

Floyd Collins says they are here to give the presentation for the wastewater plan. He is joined by John Philbert (CHM2 Hill), Mark Madison is the agricultural engineer, Michelle Gurtz is an engineer with specialties in wetland, and Linda McPherson in Public Involvement. City of Salem is represented by Frank Mauldin (Salem Public Works Director), Paul Eckly (Project Manager) and Diane Teneguchi-Dennis (Manager of the Willow Lake Facility). There are 3 members of the City of Salem Wastewater task force present; Mike Gotterbaugh, J.B. Summers, and Fritz Scurvin. First, we will give an overview, slide presentation, summarize, and finally questions. Aug. 5 Salem Council received a presentation of the draft plan in a workshop much like this one. At that time we were authorized to take it to the citizens for feedback. We are in the early phase of public input on this draft plan. We now have information to present and are sharing it. We are under review by the DEQ and must show how we will meet water quality standards on the Willamette River. We must submit the plan to them and show how we resolve the issue of overflows into the river. In 1985 a previous wastewater task force was chaired by John Miller of Miller Farms looking at what to do for wastewater capacity because summer months approached capacity and regulatory requirements were not in place addressing winter problems. Improvements were identified at that time that cost about \$5 million which was substantially less than other alternatives. Guiding principles to protect infrastructure. Plan must be based on sound science, sound engineering, and sound economics. Consistent with long-term vision, cost effective solutions, feasible and implementable schedule without major impacts to the community, and finally a cost-effective system that met regulatory compliance. We started on this system about 3 years ago with data collection. Keizer's city engineer was a representative for our early group and his model for Keizer was incorporated in the entire system. We have studied 27 separate options and will present the least cost option for the entire community and will minimize the cost of repairs. There are 630 miles of pipes ranging from 4" diameter to 75" diameter, we looked at whether we can contain all of the flow and store it and bring it back into the system when the peak passes (we couldn't build enough underground storage to do that). Could we fix the 630 miles of pipe? No, estimates were \$500-\$800 million. Most effective option was to capture the waste, transport it and treat it then discharge it either to the river or to another application. The preferred alternative is to transport it to a treatment area. On the plant side we studied whether we should just walk away from Willow Lake and build a new facility? No, because Willow Lake represents \$100 million investment. Should we build a new

plant that compliments Willow Lake? That was also more costly than our recommended proposal. Should we expand what we have today? Yes, feasible, but it's not the least cost. The plan shows that the least cost is to expand Willow Lake, take some food processors out of the system and take them to a direct land application, then compliment the existing system with a 'natural treatment system'. A series of overland flows where secondary effluent and process it back across poplar tree plantations or a combination of wetlands. The combination of expand Willow Lake with offloading some of the food processing and building a natural treatment system around the facility was the least cost alternative by about \$24 million.

The plan allows some flexibility for future modification. (Chart is shown)

Important to Keizer: Previous plan shows a parallel interceptor.

Current plan has no interceptor going through Keizer; we pick up all the flows, transmit them to N. River Rd, take it under the river, across the bar, back under the river, and up to the treatment facility. This avoids construction in Keizer that was cheaper than a shorter route but avoids disruption from construction in Keizer. Odors around the Willow Lake plant will be greatly diminished. All new facilities will be built with odor-scrubbing facilities in them. Treatment of food processing would be in a separate location. Less disinfectant will be used. There will be a reduction in truck traffic by about 25%. It provides a major environmental learning opportunity for the Claggett Creek project.

Councilor Keller says he read the report and asks if this report addresses what happens if flooding occurs.

Mr. Collins responds that the report itself does not, the pre-engineering does. This will meet all Marion County flood plain requirements.

Councilor Keller asks if there will be an opportunity to review the report and give input before it is adopted.

Mr. Collins says that at this point, it was not anticipated that that level of effort would go into the planning process.

SLIDE SHOW

Reference written plan.

John Philbert, CHM2 Hill gives slide presentation.

Presentation ends at 8:27 p.m.

Councilor McGee requests staff to make a formal response on this to the City of Salem.

Dotty Tryk, City Manager, says that is reasonable and can be done in a work session the second week of October.

Mr. Collins says formal input from Keizer would be in the public hearing process before the planning commission if it's zoning related and before Salem City Council if it's plan related.

Councilor McGee states that we will present input by the middle of October.

Councilor Miller asks about the decision-making process. He feels that Keizer citizens are short-changed by not giving input and that Salem will do what they want regardless. Councilor Miller wonders what the economics would be if Keizer had their own plant; what would cost to Salem be? Keizer? There has been a dispute between Keizer and Salem about confluence and the presentation sounds like the odor will go away. If so, why would an arbitrary circle be needed around the plant preventing development?

Mr. Collins says 'all' odors can never be eliminated. Therefore, the question is what is the appropriate buffer? We can consider that issue once completed.

Councilor Beach adds that there seems to be unnecessary tension over this issue between Salem and Keizer councils. He feels everyone is better served if constant communication is maintained. Rather than pumping all the processing of their cannery waste out here it looks like a facility out south is a more appropriate way to treat it which would reduce waste. I hope that will be considered. Most people he talks to are concerned about the high cost. This nearly doubles the monthly cost. Councilor Beach is also concerned about the ponds in the plan and high water could cause that to flow over and into the developments on the North side.

Mr. Collins says the canning facilities in West Salem currently drop in as gravity all the way to Willow Lake. Offloading to an alternative site, as suggested, creates less waste. If it does flood, waste (according to Mr. Weates' photos) will be diverted North.

Councilor Beach asks if the sewer bill is based on water usage.

Mr. Collins says yes, it is, based upon water use in the winter.

Councilor McGee asks about the pond system relative to lagoons.

Michelle Gurtz says the ponds are a shallow system about 2' deep, much shallower than lagoon systems.

Councilor McGee asks if it has the fallout like the lagoons.

Ms. Gurtz says there isn't the same kind of build-up of slush.

Councilor McGee asks about the transmission which is a large part of the cost. He asks if Keizer is being assessed for development. Very little of the cost is for the added lines in Keizer. He asks what part of the 650' is in Keizer? Also, of the new lines most of it is in Salem, not Keizer. Are we paying for both?

Mr. Collins responds, no. Page A4 shows areas where developments will occur. It is a unified system so is blind to the ownership of the jurisdiction. There is no future assessment to Keizer.

Councilor McGee is pleased to hear about the efforts to reduce the odors and complaints have gone down to nearly nothing. What was the original federal funding of this program.

Mr. Collins says there was about \$14 million in grant money along with 25% local match. It is 75% EPA funded supported program.

Councilor McGee says his point is that though Salem is contracted to manage the system, it is our regional system. However, Keizer also spent money on this system. The poplar plantation will still have one in Keizer and I hope we will search for land of marginal quality. Poplar grows on almost anything.

Councilor Keller appreciates response to Councilor Beach about the flooding. He is pleased to hear about listening to people affected by this. He is glad Salem is listening and appreciates it.

Mr. Collins says that plans are never exactly right and they are listening ready to respond and possibly modify the plan.

Councilor Newton says it's a very complete report. What percent of the wastewater comes from the food processors? One line carries sewage and one stormwater.

Mr. Collins states it's a complicated question. In the summer, the plant sees about 30 million gallons a day coming in and 5-6 million gallons from the food processors. Flow alone doesn't indicate impact, the organic load is important. When they're not running the community generates 40,000-60,000 pounds of organic load daily. When they are running it can be 150,000 - 190,000. It also generates substantial revenues.

Councilor Newton asks if there's a separate rate structure.

Mr. Collins says it's a combination of a variety of rates by customer class based on characteristics of their waste.

Councilor Newton thinks the natural treatment option is good and is a cost savings. It seems like we could have one East and South or West. Did you consider more than one?

Mr. Collins says in 1985 three sites were considered. This plan looked at one location with the offloading process and we will approach farmers asking if they are interested in a long-term relationship with an agreeable landowner.

Councilor Newton says areas of town may be redirected if it's stormwater.

Mr. Collins says stormwater is a whole separate issue. It's not included in this plan. Stormwater is supposed to go into the stormwater (sanitary) pipe.

Councilor Newton asks about the economic viability of the food processors and whether Salem Council has commitments with industrial users, or obligations to them, other than rate structure.

Mr. Collins says, no. Everyone is proportionally paying for what they discharge. EPA monitors the process and doesn't allow any special deals. There are no deals or discounts.

Councilor Watson says that decision modeling usually considers a range of options (27 in this case) and a sensitivity analysis. Is that done here? Would it affect outcome here?

Mr. Collins says that the community generates about 225 million gallons daily at peak so what do you do with that much water. We must design for the peaks and what to do with the organic load in the summer.

Councilor Watson asks how much community growth factors in.

Did you test a range of growth for viability?

Mr. Collins says we went to each major processor asking about long-range plans for growth. We have accommodated that growth through the year 2027. General population we used a 2% growth to buildout at 254,000 people.

Councilor Watson says so they factored to the urban growth boundary which is a fixed amount. Are there important factors in making the decision? How were they ranked? Environment?

Mr. Collins says cost was a consideration. We did not want the conventional concrete and steel approach. The green solution with flexibility is the least cost option.

Councilor Watson asks if he can give an example of existing systems that use this system.

Ms. Gurtz brought a list of similar systems used since about 1980 which she offered. These summaries are written and published by the EPA from a recent 1995 publication.

Councilor Watson asks if it's fair to say this technology is not experimental.

Ms. Gurtz confirms it is an established technology.

Mr. Madison says Woodburn has a municipal wastewater land application system which is now an 8-acre demonstration but city approved expanding it to a 300-acre site. They are moving into a full-scale poplar land application program. McMinnville has an irrigation site at full-scale now. Brooks also has one.

Councilor Watson says he's satisfied there has been a good analysis here, though we all feel Keizer is involved a bit late.

Councilor McGee says this is not a public hearing, it is a committee report. Work session in October is a good time to discuss this more.

John Blake, 5655 Windsor Island Road, Keizer: we own Willow Lake Nursery and we started dealing with Salem and losing ground to the sewage treatment plant in the mid-60's. Along with John Weeks we recognize that the plant is maxed out. Someone has to ask staff to see if any plans have the Willamette River going through them? Are any of them sitting on 8' of prime sandy loam on top of 150' of gravel. It works in Woodburn because it's on clay. Nobody has talked about groundwater in the presentation. Groundwater can be

contaminated. First he was told they were not going to line it. Liner can double the construction cost. This is not included in the \$245 million figure which isn't even close if the liner and dike costs are not included. If you put a 300-acre poplar plantation and strip 5' topsoil we want to know how many hours that takes and how much is it. How much is the materials and labor for the clay and/or benanite stone? Dilution is the solution to pollution. There are some projections showing 20-years of wet weather. Repairs after the first flooding are not included in financial projections. Polk County has wells 150 - 200' deep to find water. Polk County commissioner will meet with farmers and present this idea. How clean will the water be? If it's clean enough to drink you can put it in the river, it doesn't need to be put in the wetlands. The costs are the big question. If it's only a foot higher than the 100 year floods then there will be a lot of damage. 50' of poplar trees won't do anything to keep any odor out. Polk County wants the water and they have right ground for the site. Why doesn't Salem go to Polk County with the site?

Mr. Collins says he understands John's issues. We have no objection to Polk County. The option is considered.

Councilor Miller says the plan doesn't require a dike or liner so it seems it will be much less.

Mr. Collins says he thinks it will be more because there are pipes going into the river and pumps to take it over and recycle through the treatment plant. We would have to acquire 40-50 acres or more and other incremental costs. Bottom line appears to be more but we'll know for sure very soon.

Councilor Watson asks if this is not one of the 27 options considered.

Mr. Collins confirms that it was not. We look at Poplar trees as an agricultural crop with another use (multiple use) and we own that land to the North. The technology is not flawed but site-specific is that the best location.

Councilor Watson asks if Collins concurs with John's analysis of the soil and risks and whether John's concerns are reasonable.

Mr. Collins agrees. DEQ won't allow any plan to allow groundwater contamination and we will certainly be in regulatory compliance.

Nora and Bill Weeks give their time to John Blake and Barbara Weeks.

Barbara Weeks, 6494 Windsor Island Rd., Keizer owns Weeks Berry Nursery. Since Willamette River is no longer being dredged so in a flood it spreads more because it can't stay in the channel. The 50-acres of Poplar has been in farm production since early 1940 and will be lost to the community.

John Weeks, 6494 Windsor Island Rd. N., Keizer owns Weeks Berry Nursery. He has a degree in horticulture, major in math and became President of Association of Nurserymen. He is on the board for approval of agriculture grants along with the board for Oregon food and shelter. He is extremely concerned that our aquafir is one of the largest and most fragile on the planet. He disagrees on diking believing that it can be diked to keep it out of McNary Estates but wonders about Grovers farm and whether it'll be diked out of his farm. Jackson bottom wetland in Hillsboro was 600-acres and the amount of water they're polishing is very small compared to what they're polishing here (this one can probably be made more efficient) but part of that 600-acres was so it could hold some water in a flood but that won't work here. This is the worst possible site for this wetland scheme.

Councilor Newton says Keizer's water comes through 2 impervious layers of clay.

Mr. Weeks says his domestic well that had .66 ppb, the city of Salem in Keizer, they looked at his well and said that with a bigger casing his well could potentially supply Salem and Keizer with all the water they need. It's a huge aquafir. The well is about 100' deep.

Harvey Riswick, 5406 Steven Court N, Keizer says it doesn't smell very good at his house. This is not a new problem. What have they done about the 'phantom load'? Do they know how much the trees will cost?

Mr. Collins says the specific cost may be known by Mark. He says it depends on many variables but about \$1.

Mr. Riswick emphasizes that there is a figure and nobody knows what the trees cost, liner cost, etc. Who has the highest sewer rates in the state? There are tree farms in McMinnville and Woodburn and they have the highest rates. We are going to pay. The tree farm isn't going to cut the rates.

Mr. Collins explains the phantom load; in the summer the projected loads added to the domestic doesn't add up to what's coming in. We need to make sure the load it's designed for is

the load it receives. It is not infiltration.

Garry Whalen, 1156 Glaze Meadow St, Keizer also owns some property inside Bowden Ln which is in the buffer zone. The wetland must be sited properly. One issue not addressed is that Salem would need to acquire prime farm property if this plan doesn't happen. 30-35% of rate-payers live outside Salem. He feels all rate-payers should have a voice in this decision. This is just lip-service so they can say they came and gave Keizer the information but our voice has no weight.

Councilor Watson asks staff what role Keizer has in this?

John Morgan says the 2 public hearings coming in Salem are the points for Keizer to participate with the same standing as any citizen.

Councilor Watson requests if any of the four jurisdiction ..

John Morgan responds, no.

Susan Elder, 6627 14th Ave, Keizer lives in the Gubser area. She is concerned about adding more capacity to a sewer system. 1' above the 100' stage is where McNary Estates are. She had a lake behind her house after the spring flood for several weeks and is concerned it could back up and cause public health problems with this plan in the event of a flood. She is saddened that Keizer is the little brother to Salem so we tend to get bullied into the garbage treatment plant in Woodburn and are now being asked to take sewer. Where is the fastest growth? W. Salem, S. Salem, Keizer? Why burden our system more in Keizer. Why can't it go over to the Polk County site? If Salem is growing as fast as expected why does it all have to come to Keizer?

Nancy Lassiter, 22nd Ave N., Keizer near the proposed wetlands. The 1964 flood water broke through the road and the river almost changed its channel to directly where this is proposed. This past winter flood damaged 2 houses and if they're going to dike, where are they going to put the water?

Emil Valich, 6625 Radiant Dr, Keizer was working on a house by spawn's landing during the past flood. This damage dug down into the ground.

Arlene Olson, Hazelgreen Rd, Salem owns the orchard across from the sewer plant and she's known that land since 1926. We would not put orchard in that area because it always flooded. We are directly across Windsor Island Rd. We

weren't included in your meeting about the plan for people around the area. We can't do anything with our land but farm due to the buffer requirements but people are building right around us. They pay about \$50,000 an acre for the land next to me. Will our land be devaluated?

Mr. Collins says the City of Salem would not devalue, that's set by the assessor's office. We can re-evaluate buffer policy.

Ms. Olson says Keizer is short on building area limiting expansion. Garbage disposals put a lot of garbage in the sewage systems. Who will manage the orchards?

Mr. Collins says the facilities around the plant be managed by staff as part of the facility. We could manage it or the farmer could manage it; to be negotiated.

Sue VanCleave, 7448 Wheatland Rd N., Keizer has lived here for 30 years. They've had businesses and homes even on top of the dike. She feels other options need to be considered. Maybe it's time to start looking at a sewage department.

Barbara Weeks says it would be nice if Keizer could control the buffer zone, not Salem. There was a farmer in Portland recently where the city wanted part of his farm for a community center. They resisted because you get the value of your land at the farm rate then they develop it at a commercial rate. That's where farmers get taken. Keizer had to sell water to Salem because Salem water was contaminated. She challenges the council to be at Salem Council meetings and represent Keizer. Keizer must get its voice heard in Salem decisions affecting us. She points out that nobody from Keizer stood in favor of this plan in the Salem meeting.

Sam Goesch, 1338 Marigold, Keizer asks if any of the existing natural water treatment has gone through flooding and what would it cost to repair? Do they track the sulfur dioxide emissions and are there records of that reduction?

Diane Teneguchi (plant manager) Yes, during the canning season.

Mr. Goesch wants that to be shared with City of Keizer to formulate a policy regulating it.

CHM2; Michelle Gurtz says a system that has gone through a 100 year flood has an emergency inflow so water enters wetland system. It survived, the burns did stand, overflow went as planned, plants were still there when waters receded.

Same safeguards are planned for this system. If they didn't work the costs for restoration/rebuilding are built into lifetime costs of this plan.

Mr. Goesch asks who owns the sanitary collection system in Keizer?

Dotty Tryk responds saying the City of Keizer does.

Mr. Goesch says before Keizer was incorporated did the City of Salem hold a contract with any government agency to handle waste from Keizer?

Mr. Collins says he believes this was a county service district (Dotty Tryk confirms) as is East Salem now. The Board of Commissioners acting as a governing body oversaw the wastewater collection.

Mr. Goesch asks if that, or any, contract give those jurisdictions a voice in the planning process?

Mr. Collins says existing agreements allow for annual input for construction budget. There is no formal level of participation.

Mr. Goesch says it seems Salem has significant industrial lands to develop and some have wetlands on them. This 300-acres would give Salem a nice wetland trade-off under federal rules.

Mr. Collins says treatment related wetlands do not count.

Mr. Goesch asks if Salem owns any industrial land.

Mr. Collins says the land-use person could better answer that. He believes there is a cooperative agreement with the state about Fairview and a block in the McHale Rd area. There may be others.

Fran Chu, 615 Bowden Ln N., Keizer wants to know if at the time they went through the plan and got to a certain point did they define what the percolation point was of water to the top of the ground water?

Response from audience (CHM2 Hill staff) states they did not do a detailed percolation test. Field test has not been done but we are aware of the texture of the soil and rates from Corps of Engineers.

Ms. Chu asks if flooding destroys the whole operation, is there

money to pay for restoration?

Mr. Collins says there is a reasonable contingency in long-term plans. Not enough to totally reconstruct.

Ms. Chu says she understands the buffer zone is for the purpose of the odor. Will the buffer zone be expanded?

Mr. Collins says there is no plan to extend beyond the plan. The buffer area in the plan should resolve the odor issue.

John Weeks discovered a 3-year study on his own. This is the first time there's been any flexibility at all and if percolation tests haven't been done why don't the engineers go out and do it now and we can resolve the issue in 6 months instead of 6 years.

Harvey Reyswick says it's become clear that we should get our own people in to do our own survey and not rely on Salem people. They can smell it.

Mr. Collins says we are not stating there is no odor. It can never be totally eliminated.

COUNCIL LIAISON REPORTS

Planning Commission Report, Councilor Watson states the commission met Wed. spending time examining revisions to the Chemawa Activity Center Plan which are in the materials they have.

Parks Advisory Board, Councilor Miller states the Parks Committee met last Tuesday and citizens presented multi-purpose skate-park design. The Parks Committee thanked them and gave it to staff for review and report back to the committee in the next committee in October.

PUBLIC HEARINGS

Councilor McGee re-opened the public hearing.

AMENDMENTS TO ZONING ORDINANCE TO RESTRICT AUTOMOTIVE RELATED USES IN RIVER/CHEMAWA ROAD AREA

Shannon Johnson, City Attorney reviewed the applicable criteria and procedure for this hearing.

John Morgan states that this is a public hearing to reestablish prohibition of auto-related uses on areas around the River Rd. and Chemawa Rd. intersection. It was in place close to a year and expired July 1. River Rd Redevelopment Board and the Planning Commission concurs. Both groups and staff would like it reestablished until July 1, 1997 as part of the CM Zone. It has been very successful to date. Three gas stations wanted to locate at that intersection on the Wittenberg corner which will now be an asset to the community for retail use.

Staff recommendation is to pass an ordinance extending it to July 1, 1997.

Presenting testimony to the council were:

Karen Trucke had to go home so Mr. Trucke stated that she just wanted to say that she was in favor of it.

Councilor McGee closed the public hearing.

Councilor Watson moves that staff return on October 7, 1996 with an ordinance bill approving the proposed amendment and that we adopt it.
Councilor Beach seconded the motion.

Councilor Keller states he remains opposed to the amendment. We've already eliminated one driveway and he does not agree with this type of zoning.

Councilor Newton says he didn't like it before, it was passed with an emergency clause and now we're extending it another year. What is the emergency? Maybe there's a better way to do this; such as a zone change or revise the comp plan. Maybe that would be quicker.

John Morgan says that what's coming is an amendment to the comprehensive plan and the zoning ordinance. We don't have the resources to finish that and get it to you before Christmas. Doing this buys the time until we can get it to you.

The Motion passed as follows:

AYES: McGee, Watson, Miller and Beach (4)

NAYES: Newton and Keller (2)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

CHEMAWA ACTIVITY CENTER PLAN

John Morgan reports that councilors have information in the report showing proposed revisions that staff prepared as a result of discussions 2 months ago. Revisions were prepared and language added to accommodate the proposed stadium. 2 responses were included in the packet coming from staff and planning commission. Tonight's staff report there are 3 proposed changes fine tuning points not settled in the planning commission meeting. Tonight we will receive written testimony, much of it was just received today. John thinks issues with ODOT can be worked out to satisfy their concerns. Tonight he wants to answer council questions and recommend the hearing be held over until Oct. 7 for oral testimony and public input.

John would like to return that night with written adoptive orders so council can act that night if they wish.

John Morgans recommendation is to hold the hearing over to receive oral testimony and direct staff to return with the appropriate adoptive material.

Councilor McGee asks Shannon Johnson (City Attorney) if it's council's option to have written and/or oral testimony.

Shannon Johnson says yes, that's council's option.

Councilor Watson asks Mr. Morgan about a reference to proposed revisions to the draft plan followed by pages referring to Sep. 16 which is confusing. His concern is that unless those changes were provided to people we could have a potential problem with enacting a plan with major changes.

John Morgan points out the planning commission report that went out last week, and the staff report responding to it, did not go out. They responded to the same distribution as everyone else.

Councilor Keller asks Mr. Morgan if they will get a heads up a bit quicker than regular packet time. He would like to have time to prepare and study early enough to have good questions.

Councilor McGee states that they would like written testimony with a deadline of 5:00 on the night the council meets which kind of forces a continuation. In the future they would rather not get it on the night the council meets so there is no time to study it.

Councilor Beach asks Mr. Morgan to explain (due to Chemawa Activity Center discussions) about whether the 11-acres can be set as a minimum or maximum.

John Morgan says the 11-acres can be set as the maximum and if a developer wants more they can apply for a comprehensive plan change and zone change. It would go to a hearings officer first (public hearing) then go to council in another public hearing and approve, approve with conditions, or not approve it.

Councilor Beach asks if the 11-acres includes streets, sidewalks, etc.

Mr. Morgan says, yes. The zoning line always goes down the middle of the street. The 11-acres is gross.

Councilor McGee asks for a consensus about coming back Oct. 7 and if there is a problem with oral and written testimony.

Councilor Beach moves that the hearing be continued until October 7 when Mr. Morgan will come back with a written order and we will hear oral and written testimony.
Watson seconded the Motion.

Councilor McGee asks that written be provided several days before council meets.

John Morgan says at this stage it can't be done because it won't be renoticed, they will not send another notice of public hearing. It may be received at the time of the hearing.

Councilor McGee states that if that happens it should be read into the record to have to discuss.

Councilor Keller says that they've heard a lot of oral testimony. Can oral testimony be restricted to new information not already heard.

Shannon Johnson says it can be restricted to language of the additional documents that were submitted, though that's always difficult.

Councilor Watson agrees that they've heard a lot of information already on the issue so if it can be restricted, it should.

The Motion passed as follows:

AYES: Beach, Keller, Koho, McGee, Miller, Newton, and Watson (6)

NAYES: None (0)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

ADMINISTRATIVE ACTION

RESOLUTION - ADOPTION OF EMERGENCY OPERATION PLAN AND DEVELOPMENT OF AN EMERGENCY

Sgt. Mark Miranda gives staff report for the Emergency Management Plan.

Sgt. Miranda states that many people worked on this and it's not done and may never be done. A committee of 8 people and staff were involved and he asks that section 1 of the plan be adopted which would be set in stone, only changed by council in the future. The rest of the plan deals with operations which change from day to day so request will be to approve it in concept. Built into the plan is an annual review process to make sure it's current and changes may come out monthly.

OF AN EMERGENCY MANAGEMENT PROGRAM

make sure it's current and changes may come out monthly. Copies of the plan will be distributed and updated as changes are made. Staff will give an annual report updating. We ask in the resolution to formalize a committee to work on the plan comprised of staff and professionals in the community (red cross, county emergency managers, etc).

Councilor Newton moved that a resolution adopting our emergency operations plan and approving the development of an emergency management program for the City of Keizer. Councilor Miller seconded the Motion.

Councilor Newton says he would like to work with Sgt Miranda and City Manager on that committee and says the document prepared is better than anything they have had in the past. It is a very careful and detailed document based on recent experience. The Community Emergency Response Team creates significant community involvement which I like.

Councilor McGee mentions that Sgt. Miranda did the first plan the city had so his feeling that this plan is superior is significant.

Councilor Beach says we need to emphasize that we are adopting the plan in concept, other than section 1, subject to review and constant change.

The Motion passed as follows:

AYES: Beach, Keller, McGee, Miller, Newton and Watson (6)

NAYES: None (0)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

CONSENT CALENDAR

The consent calendar consisted of the following:

a. RESOLUTION - Approval of Hidden Creek Phase IV Street Lighting LID Engineer's Report

b. Approval of September 9, 1996 Special Session Minutes

Councilor Keller moved for approval of the items on the consent calendar. Councilor Watson seconded the Motion.

The Motion passed as follows:

AYES: Beach, Keller, McGee, Miller, Newton and Watson (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Koho (1)

OTHER BUSINESS

Dotty Tryk states that she will be out of town from October 5 to 10 and John Morgan will be the acting administrator.

**WRITTEN
COMMUNICATION**

There was no written communication to come before the Council.

AGENDA INPUT

Council President McGee requested a review of the noise ordinance. He attempted to work on it but it hasn't been completed so Councilor McGee asked that as soon as it can be scheduled that the staff do that. One neighborhood has a specific concern.

ADJOURNMENT

The meeting was adjourned at 11:16 p.m.

Tracy L. Davis
City Recorder

APPROVED:

Dennis Koho-Mayor

COUNCIL MEMBERS:

Councilor #1 - Jerry Watson

Councilor #4 - Carl Beach

Councilor #2 - Bob Newton

Councilor #5 - Al Miller

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

(minutes prepared by temporary help)

Minutes approved:



WRITTEN COMMUNICATION



Phone 393-9111

3700 River Rd. N. #4
Keizer, Oregon 97303

October 17, 1996

Keizer City Council
PO Box 21000
Keizer, Oregon 97307

Re: Keizer Tax Base

The Keizer Chamber Board of Directors wishes to go on record in favor of the proposed Keizer Tax Base.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jim Keller".

Jim Keller, President

kdc

PUBLIC TESTIMONY

IF YOU ARE INTERESTED IN ADDRESSING THE COUNCIL ON AN ISSUE NOT LISTED ON THE AGENDA OR AN ITEM ON THE AGENDA NOT SCHEDULED FOR A PUBLIC HEARING, PLEASE FILL OUT THE INFORMATION BELOW AND GIVE TO THE CITY RECORDER OR STAFF GREETER PRIOR TO THE START OF THE MEETING. THE MAYOR WILL RECOGNIZE YOU AND ASK FOR YOUR TESTIMONY AT EITHER THE PUBLIC TESTIMONY SECTION OF THE MEETING OR THE APPROPRIATE AGENDA ITEM.

EACH PERSON'S COMMENTS WILL BE LIMITED TO FIVE MINUTES.

Name: GREG LAMB

Address: 7323 NE LATONA

Subject or Agenda Item Number: PROPERTY AT

TRAIL & MANZANITA

Your Comments:

Proponent _____ Opponent _____ General _____

Date 10-21-96

COMMUNITY DEVELOPMENT MEMORANDUM

Date: 10/21/96
To: City Council
CC: Dotty Tryk
From: John N. Morgan
Subject: Stadium Site and the Chemawa Activity Center

File
10-21-96
City Council
Mtg File

The issue of including the Stadium site in the Chemawa Activity Center has been raised to the Council in the Planning Commission's most recent testimony on the Chemawa Activity Center Plan. This is in response to a suggestion that has been made that the Stadium site possibly should not be included in the Activity Center.

This memorandum will summarize the history, issues, and options, in the hope of giving the Council a firm basis for considering the issue.

Background

- The Chemawa Activity Center was created as a special designation in the original "Keizer Comprehensive Plan" in 1985. The Activity Center was shown on the Comprehensive Plan map with a northern boundary of Tepper Lane.
- The 1992 update of the Comprehensive Plan perpetuated the Activity Center designation and location.
- The exiting "Chemawa Activity Center Plan," adopted by the Council in 1993, has the Activity Center still mapped with Tepper as the northern boundary.

Current Proposal

- The Planning Commission draft of the updated "Chemawa Activity Center Plan," dated February 20, 1996, proposes to change the boundary by moving it to the north to Labish Ditch, encompassing the Stadium site as well as BPA and other properties.
 - The Commission's action was based on the fact that the development of the land north of Tepper will be tied to the development of the balance of the Activity Center as one economic de-
-

velopment effort, as well as one "district" for the purpose of facilitating the extension of sewer, water, and streets into the area.

- Adoption of the Activity Center Plan as proposed will amend the Comprehensive Plan map by including the Stadium property in the Activity Center and will include the Stadium site in the AC (Activity Center) overlay zone.

Alternative Action- Exclude Stadium Site from Activity Center

- It has been proposed that the four parcels making up the Stadium site not be added to the Activity Center.
- The reason for exclusion is to remove the site from the possibility of being tied up in any legal action that may arise around the Chemawa Activity Center Plan.
- The City is in the process of rezoning the land to P (Public). If the Stadium project fails to come to fruition and the land is zoned Public, then a new Comprehensive Plan and zone change process must be initiated and carried through to change the land use designations to the appropriate non-public zone. This is also the case for any surplus land the City intends to resell.
- The Planning Commission's recommendation to rezone the property but leave its proposed inclusion in the Activity Center Plan draft is a strategy that allows the City to make any necessary future Plan and Zone changes in the context of adopting the Activity Center Plan, rather than requiring a totally separate effort. This will save the City and property owners a great deal of time and resources.
- The proper action to take the Stadium site out of the proposed plan is to either, by motion, decide now to not include the Stadium site; or, when the Activity Center Plan is adopted (which should occur in late December or January), to exclude it at that time.

Recommendation

Once the Stadium's building permit has been issued, the zoning issue becomes moot as the Stadium is allowed in the Public zone and in the future IBP (Industrial Business Park) zone. What is important to the project now is to have a proper zone in place as soon as possible so the building permit application can be processed.

COMMUNITY DEVELOPMENT MEMORANDUM

The safest course of action to protect the Stadium project from the effects of an appeal on the Activity Center Plan is to exclude it from the draft. The downside is that it may require a new land use process to change the some or all of the zoning to a non-public zone. The Council can initiate this process and direct Staff to carry it through to its completion, thereby placing the burden on the City rather than a future property owner.

Staff recommends the adoption of a motion reading:

Council moves to not include the Stadium site in the Chemawa Activity Center Plan.

TRAFFIC SAFETY COMMISSION GOALS AND OBJECTIVES

DEVELOP A PROGRAM TO IDENTIFY TRAFFIC PROBLEMS - 2

- Accident statistics
- Speed surveys
- Citizen complain~~ments~~
- Vision clearance problems (identify)
- Develop a Citizen Complaint Form for engineering-type problems

REVIEW CURRENT ADA STATUS IN KEIZER AND MAKE RECOMMENDATIONS - 1

- Check with Public Works Director Mull
- Do a survey of what's in place
- Research other cities
- Draft a report for the City Council

IMPROVE CITY STAFF FEEDBACK - 1

- Public Works participation on the Traffic Safety Commission
- Memos - written communications
- Due dates - for responses

DEVELOP EDUCATION PROGRAM - 2

- 6 news articles a year
- Volunteer program -
 - letters
 - reader board
- 4 bike rodeos a year
- 1997 grant *June 1*
- PSAs (public service announcements)

IMPROVE VISIBILITY TO THE COUNCIL - 1

- Personal contact with Council Liaison after each meeting

Does this sound familiar? You're pulling out of a local grocery store parking lot, when you spy a nasty sign that instructs "no left turns". You a) make the turn anyway, b) look around for any police cruisers, then make the turn or c) decide that the sign probably is there for a good reason and turn another direction. For most of us, "c" is the only choice. However, a few citizens of Keizer have failed to obey this, and other, traffic laws.

In a memorandum presented to the Keizer Traffic Safety Commission by Sergeant Mark Miranda of the Keizer Police Department, it is illustrated that nearly 10% of all traffic collisions in Keizer for 1996 to date are caused by dangerous left turns. That would include turning into the wrong lane, turning from the wrong lane and turning when making such a turn is prohibited.

A basic rule to follow when attempting a left turn is to begin your turn in the far left lane of travel and complete your turn in the closest lane of travel in your new direction. That is to say that when turning left from a one-way road to a one-way road you approach in the far left lane and enter the far left lane of the road you are turning to. Or, when turning from a two-way road onto another two-way road, you begin your turn from the left lane (of your direction of travel) and complete the turn in the nearest lane of your new direction of travel.

A common mistake among Keizer motorists is turning from the center lane when it is prohibited, by sign or writing on the road itself, to do so. One area of particular concern to the Traffic Safety Commission and Keizer Police Department is the area of North River Road, immediately south of the Chemawa Road/North River Road intersection. Due to development in that area, left turns (as you are heading southbound, towards Salem) from the center lane have been prohibited. Also, left turns from the parking lot adjacent to the Shari's Restaurant onto River Road are prohibited. Unfortunately, however, some drivers haven't understood the necessity for that law and have violated it. Some causing collisions and many more narrowly avoiding one.

A quick review of pages 32 and 33 of the Oregon Driver's Manual '95-'97 would enlighten many of us to the correct ways to execute a left turn. And remember, traffic collisions are not accidents.

Keizer Traffic Safety Commission
Paul Gorlinsky, Chairman.
Gregory McLeod
Mike Kirby
Earnest Smyres
Fred George



[REDACTED]

DATE: OCTOBER 21, 1996 **TIME: 7:00 p.m.** **AGENDA ITEM # 5a**

BEFORE THE: KEIZER CITY COUNCIL **PLACE: ROBERT L. SIMON COUNCIL CHAMBERS**

(PLEASE PRINT)

[illegible]



**PUBLIC HEARING
SIGN UP SHEET**

PUBLIC HEARING RE: HIDDEN CREEK PHASE IV STREET LIGHTING DISTRICT

DATE: OCTOBER 21, 1996 TIME: 7:00 p.m. AGENDA ITEM # 5b

BEFORE THE: KEIZER CITY COUNCIL PLACE: ROBERT L. SIMON COUNCIL CHAMBERS
(PLEASE PRINT)

(PLEASE PRINT)

[illegible]