

CITY COUNCIL AGENDA PACKET

MONDAY,
October 20, 2003

- 5:30 P.M. EXECUTIVE
SESSION
- 6:15 P.M. URBAN
RENEWAL AGENCY
MEETING
- 7:00 P.M. CITY COUNCIL
REGULAR SESSION

*Please contact Chris Eppley, City Manager if
you have any questions or need additional
information regarding any of the staff
reports or issues contained on the agenda.
Thanks!!*

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

A G E N D A

KEIZER CITY COUNCIL/URBAN RENEWAL AGENCY

EXECUTIVE SESSION

Monday, October 20, 2003

5:30 p.m.

**Keizer City Hall
Keizer, Oregon 97303**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - a. Pursuant to ORS 192.660(1)(e) (To conduct deliberations with persons designated by the governing body to negotiate real property transactions)**
 - b. Pursuant to ORS 192.660(1)(f) (To consider records that are exempt by law from public inspection.**
- 4. ADJOURN**

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

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public and under certain circumstances the media also. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.



PUBLIC MEETING NOTICE

KEIZER CITY COUNCIL/ URBAN
RENEWAL AGENCY

NOTICE OF EXECUTIVE SESSION

NOTICE is hereby given that the City Council/Urban Renewal Agency of the City of Keizer will meet in executive session on **Monday, October 20, 2003 beginning at 5:30 p.m.**

The Executive Session is being held pursuant to ORS 192.660(1)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions and ORS 192.660(1)(f) – To consider records that are exempt by law from public inspection.

The Executive Session will be held at Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon. This location is accessible to the disabled. Please contact City Hall if special arrangements are necessary.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700, extension 102.

Dated this 16th day of October 2003.

Tracy L. Davis, CMC
City Recorder

Notice for Information Purposes Only.

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

A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, October 20, 2003

6:15 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

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

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

a. Public Forum – Input on the Development Disposition Agreement with Northwest National LLC

b. RESOLUTION – Authorizing Mayor to Enter Development Disposition Agreement with Northwest National LLC

6. CONSENT CALENDAR

7. OTHER BUSINESS

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

8. AGENDA INPUT

9. ADJOURN

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



CITY OF KEIZER

NOTICE OF MEETING

URBAN RENEWAL AGENCY MEETING

NOTICE is hereby given that the Urban Renewal Agency of the City of Keizer will hold a meeting on **Monday, October 20th, 2003 at 6:15 p.m.**. The Agency will take public input regarding the development disposition agreement with Northwest National LLC on the Keizer Station project and consider entering a development disposition agreement with NW National LLC for the Keizer Station area.

The meeting will be held at Keizer City Hall, Robert L. Simon Council Chamber, 930 Chemawa Road NE, Keizer, Oregon.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700.

Dated this 15th day of October, 2003.

Tracy L. Davis, CMC
City Recorder

Notice for Information Purposes Only.

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



For Immediate Release
October 13, 2003

KEIZER – The Keizer Urban Renewal Agency will hold a public forum to gather input on the disposition development agreement between the City of Keizer and Northwest National LLC for the Keizer Station project. This public forum will take place at the Keizer Urban Renewal Agency meeting on **Monday, October 20, 2003 at 6:15 p.m.** The meeting will be held in the Robert L. Simon Council Chambers, Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon.

Anyone wishing to make comment may appear at the meeting or submit a written statement to the City Recorder by 5:00 p.m. on **Monday, October 20, 2003.** Testimony may be delivered to Keizer City Hall or mailed to Tracy Davis, City Recorder at P.O. Box 21000, Keizer, Oregon 97307.

If there is a need for any special accommodations in order to participate in the forum, please contact the City Recorder at (503) 390-3700, extension 108 at least 48 hours prior to the time of the meeting.

Questions regarding this matter may be directed to Chris Eppley, City Manager at (503) 390-3700, extension 102.

"We're Building a Better Community - Together"

Material for this agenda item was not available at council packet preparation time. It will be distributed late Friday or first thing on Monday, October 20th.

Thanks!



DATE: October 20, 2003 TIME: 7:00 p.m. AGENDA ITEM # 5a

BEFORE THE: KEIZER URBAN RENEWAL AGENCY PLACE: ROBERT L. SIMON COUNCIL CHAMBERS

(PLEASE PRINT)

[illegible]



DATE: October 20, 2003 **TIME:** 7:00 p.m. **AGENDA ITEM #** 5a

BEFORE THE: KEIZER URBAN RENEWAL AGENCY PLACE: ROBERT L. SIMON COUNCIL CHAMBERS
(PLEASE PRINT)

[illegible]

Chris Arnett
5337 Queens Ave
Keizer, Or. 97303
503-304-1507

City Councilors,

I find the timing of this evening's public hearing to be disappointing and disturbing. I applauded the fact that a public hearing is being held on this issue, but the fact that Jerry McGee had to request it and that it is happening after most of the development agreement has been negotiated is absolutely backwards. Whenever this large and expensive a public/private project is undertaken a certain amount of transparency is needed. Inviting public testimony almost after the fact and on a subject that is not part of the public record leaves the average citizen no way to effectively participate. I realize time is the enemy of the developer, but his schedule and needs should not be driving this issue. The decisions should be made to benefit all of Keizer today and in the future. I would request that the public hearing be continued to a time when information can be made available to the public. Without information on the subject, informed participation cannot take place. A hearing should be an exchange of ideas, not a formality that is used as window dressing. I apologize for the tardiness of this communication, I had planned to attend this evening but a conflict will not allow my appearance. Please into this letter into the record.

CA ✓
CC ✓
CM ✓

Rcd via-email
10-20-03

SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT

The Urban Renewal Agency of Keizer and Northwest National, LLC (Developer) have been negotiating for some time over the terms of a Development and Disposition Agreement. This agreement would spell out the rights and obligations of the Urban Renewal Agency and the Developer regarding the development of Area A - Village Center.

Generally the agreement envisions the Developer acquiring most of the subject property on its own, but relying upon the Urban Renewal Agency to acquire certain properties in Area A - Village Center. The Developer is required to own 20 out of the 27 parcels before the Urban Renewal Agency has to move forward. There are other conditions as well that must be met before the Agency moves forward. The Developer must build the project within certain timelines and provide for a minimum two acre public park and multi-use pathway running the entire length (north to south) of Area A - Village Center. The Urban Renewal Agency will be required to contribute \$4.5 million for the public infrastructure. The remaining costs of the infrastructure will either be paid for directly by the Developer or assessed by way of a Local Improvement District (LID) against the property. If the LID option is chosen, then whoever the Area A property owner is (including the Developer) will be responsible for the LID assessments.

The general terms of the agreement are as follows:

1. Following signing of the Development and Disposition Agreement, the Developer will proceed with its plans to develop Area A - Village Center (the property between the railroad tracks and the freeway and between Chemawa Road and the stadium). The Developer will investigate the property, do environmental testing, and arrange necessary financing. When the Developer has provided sufficient documentation to the Urban Renewal Agency for the Agency to determine that the private development project is viable, the Agency will move forward with its obligations under the agreement.
2. The Agency and the Developer will work jointly on a separate development agreement/public improvement plan that will set forth the general outlines of the development of the public infrastructure. There would be a public hearing to consider comments regarding the public improvement plan/development agreement. Only after the public improvement plan is approved and other conditions are met will the Agency move forward with the project.
3. Developer will attempt to acquire all the properties in Area A - Village Center. If the developer is unable to acquire some properties, the Urban Renewal Agency will acquire the properties.

4. When all the necessary property has been acquired, the Developer and the Agency will determine whether it would be appropriate to form a Local Improvement District (LID). A Local Improvement District would fund the public improvements such as streets, sidewalks, sanitary sewer, water and storm drain infrastructure. The Agency would sell public bonds to gain the necessary funds to build the public infrastructure. Currently, the Developer's preliminary estimates for the public infrastructure is \$18.3 million. After payment of the Agency's \$4.5 million contribution, the LID assessments would total \$13.8 million. This would include public infrastructure for Areas A, B and D.
5. If the Developer chooses to move forward with a LID, the City will begin the LID public hearing process. The LID process would result in the properties of Areas A, B and D being assessed no more than \$13.8 million dollars for public infrastructure costs unless both the Agency and the Developer agreed. The public infrastructure would be constructed benefitting Areas A, B and D which would allow private development to occur.
6. If the Developer chooses not to have the City move forward with forming a LID, the Developer will be responsible for constructing all of the public infrastructure. When all of the public infrastructure has been completed, the Urban Renewal Agency will reimburse the Developer \$4.5 million as its contribution toward the estimated \$18.3 million dollar total infrastructure costs. Such payment will only occur after inspection and acceptance by the City of all the public infrastructure.
7. During the period of the public infrastructure planning and construction, the Developer would move forward with the Master Plan process as required under the Keizer Station Plan. Such Master Plan process is subject to public hearings before the City Council. Prior to any private development, the Master Plan must be approved.
8. The Developer is required to "buildout" the private development in no more than ten years from the date the master plan is approved. The Developer is liable for a maximum \$2.5 million dollar reimbursement to the Urban Renewal Agency if none of the buildout occurs. The total reimbursement amount of \$2.5 million is divided into fourteen elements coinciding with the seven elements of the project. If the Developer does not 1) design a particular element or 2) construct a particular element within the required time frames, then they will have to pay a reimbursement to the Agency. There is a provision to allow the Developer to receive back some or all of any possible reimbursement payments if the project is built faster than anticipated.
9. The Developer is required to have in place a bond in the beginning amount of \$4.7 million. This bond will cover the first three years of LID assessment payments on

property the Developer owns and the reimbursement amounts totaling \$2.5 million described above. The bond also provides protection for indemnity to the Urban Renewal Agency should other parties bring claims against the Agency in connection with the agreement. The amount of the bond will be reduced by the LID payments made by the Developer and by the reduction in reimbursement payments no longer due as the buildout of the development takes place.

**AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF THE KEIZER STATION PROJECT**

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**AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF THE KEIZER STATION PROJECT**

THIS AGREEMENT FOR DISPOSITION AND DEVELOPMENT OF THE KEIZER STATION PROJECT is made as of _____, 2003, between **THE URBAN RENEWAL AGENCY OF THE CITY OF KEIZER** (the "Agency") and **NORTHWEST NATIONAL, LLC**, an Oregon limited liability company (the "Developer") (the Agency and the Developer sometimes hereinafter collectively referred to as the "**Parties**").

RECITALS

A. In furtherance of the objectives of Oregon Revised Statutes, Chapter 457, the Agency has undertaken a program for the clearance and reconstruction of blighted areas in the City of Keizer. The Agency prepared and approved the North River Road Urban Renewal Plan for redevelopment of the North River Road Urban Renewal Area (the "**District**"). The Urban Renewal Plan was adopted on September 13, 1990, as amended from time to time and last amended on May 17, 1999 (which plan, as so amended and as it may hereafter be further amended from time to time pursuant to law, is hereinafter referred to as the "**Urban Renewal Plan**").

B. In order to enable the Agency to achieve the objectives of the Urban Renewal Plan, the Agency intends to make funds available for certain public improvements and to acquire and make certain land available for redevelopment by private enterprise in accordance with the uses specified in the Urban Renewal Plan.

C. The Agency selected Developer to redevelop portions of the District based on the Developer's willingness to acquire and redevelop its property in the area and its responsiveness to Agency goals. On January 16, 2001, the Agency and the Developer entered into a predevelopment agreement (the "**Predevelopment Agreement**") relating to the development of certain property more particularly described and shown on Attachment 1 hereto ("**Keizer Station**"). All of the parties' obligations under the Predevelopment Agreement have been fully satisfied and the parties acknowledge and agree that the agreement is no longer in effect.

D. On February 3, 2003, the City adopted the Keizer Station Plan, which is incorporated herein by reference (the "**Keizer Station Plan**").

E. The Developer continued to discuss redevelopment of Keizer Station with Agency through adoption of the Keizer Station Plan and made presentations to the Agency including those made on _____ and _____. The redevelopment proposed by the Developer is comprised of multiple buildings intended for hotel, sports, retail, office and industrial uses, all with surface parking. Upon completion of the _____ presentation, the Agency tentatively accepted the Developer's proposal ("**Proposal**"). The Agency directed the Executive Director for the Agency (the "**Executive Director**") and the Agency attorney to begin negotiating this Agreement, as set forth in Resolution R2003-075.

F. The Proposal has been revised to expand the project to include a multi-purpose public pathway, four gathering plazas, and a public park.

G. The Agency is willing to acquire certain property for the purpose of constructing public improvements and for redevelopment generally in accordance with the Proposal. The Parties desire to make an integrated use of the project and to redevelop portions of Keizer Station as a first-class, high quality commercial center for both private and public uses.

H. Agency finds the undertaking and completion of the redevelopment of a portion of Keizer Station pursuant to this Agreement are in compliance with all applicable tribal, federal, state and local laws and furthers the purposes, goals and objectives of the Urban Renewal Plan. The Agency further finds that the redevelopment of Keizer Station and the fulfillment generally of this Agreement are in the best interests of the City and its residents.

I. The parties desire to proceed with this disposition and development agreement outlining the terms and conditions for the development of portions of Keizer Station.

AGREEMENT

Article 1 SUBJECT OF AGREEMENT

§101 Definitions.

"Acquisition Budget" shall have that meaning set forth in Section 303 of this Agreement.

"Acquisition Parcels" shall mean those Project parcels listed on Attachment 46A of this Agreement that Developer is unable to acquire on or before the date set forth in Section 301.

"Agency" shall mean the Urban Renewal Agency of the City of Keizer.

"Anchor Tenant" shall mean one of the two tenants of buildings or owners of properties identified in Elements 1 and 2 on Attachment 2 in the Scope of Development.

"Area" or "Areas" shall have that meaning set forth in the Keizer Station Plan.

"Attachment" shall mean each attachment, designated as such, to this agreement.

"CEM" shall have the meaning set forth in Section 1301.

"City" shall mean the City of Keizer, Oregon.

"City Parcel" shall mean Tax Lot 06000 of Keizer Station Plan Area B, as shown on Attachment 42 of this Agreement.

"Concept Design Plans" shall mean plans which illustrate the general number and location of buildings, improvements, and uses, and which illustrate the general design character of buildings sufficient to determine size and building style and utility and infrastructure needs.

"Condemnation Costs" shall have the meaning set forth in Section 304.B.

"Developer" shall mean Northwest National, LLC, an Oregon limited liability company.

"Developer Parcels" shall mean those parcels ~~acquired and owned by Developer on or before the dates set forth in the Schedule of Performance attached as Attachment 3B and as listed on Attachment 5 of this Agreement~~ owned by Developer (either by deed or land sale contract), on or before the Final Developer Purchase Date, as defined in Section 301.

"Development Code" shall mean the Keizer Development Code.

"Design Development Drawings" shall mean:

Engineering and architectural site plans showing all structures in relation to projected final topography of the Project, all proposed connections to existing or proposed roads, utilities, open space and parking areas, depicting the number and types of spaces.

Landscape plans showing the common and botanical name of plant species, the number and size of plantings and demonstrating the location and type of irrigation.

Plans, elevations, typical cross-sections and typical wall sections of all building areas.

Elevations of the buildings to determine the specific configuration and relationship of design elements of the building exterior, which describe the aesthetic and technical aspects of the building exterior, including materials.

Plans, elevations, typical cross sections of all of the interior space layout of the building areas, entrance canopies, interior public courts, specialty areas, and service area layouts.

Proposed conceptual layouts for exterior signage and graphics.

Preliminary outline specifications describing exterior construction materials and methods, including indications of colors, finishes, and patterns.

An outline of amenities, including, but not limited to, public art, furniture, handrails, seating areas and food areas, if any.

A description of servicing requirements, trash compactors and related areas, loading docks, etc.

Calculation of gross building, parking and open space.

Detailed cost estimate pertaining to the construction of the improvements as presented in the Design Development Drawings, for review and comment only.

"Effective Date" shall mean the date set forth in the first introductory paragraph of this Agreement, or if no date is set forth in that location then November 1, 2003.

"Executive Director" shall mean the Executive Director of the Agency.

"Final Termination Date" shall have the meaning set forth in Section 1004.B.

"LID" shall mean the local improvement district that may be formed by the City in accordance with the terms and conditions of this Agreement.

"LID Cap" shall mean \$18,300,000, the maximum total actual cost of the LID project, including the cost value of the land to be dedicated by Developer to City in accordance with Section 502.D.

~~"Master Plan—Development Agreement"~~ shall mean ~~the plan submitted by Developer and approved by Ageneyan agreement pursuant to ORS 94.504 et seq. between Developer and City with respect to the Public Improvements, which may shall be entered into by Developer and City if each concludes, in its sole discretion, that such agreement is advisable and feasible for the purpose of commencing the Public Improvements before the approvals for the Private Improvements are completed, provided, the subject of such agreement shall include a detailed site plan that depicts, to scale, certain features and characteristics of the Private Improvements, including building uses and locations, parking lot and landscaping improvements, and pedestrian circulation in reasonable detail.~~

~~"Master Plan—"~~ shall mean the plan submitted by Developer and approved by the Agency and the Agency and City with respect to the Private Improvements of the entire in accordance with the Keizer Station Plan, Village Center Area. ~~[needs further discussion]~~

"Mortgagee" shall have the meaning set forth in Section 1005.A.

"Owner" shall have the meaning set forth in Section 501.E.

"Pathway" shall mean a multi-purpose pathway, which shall be at least twelve feet (12') in width, starting from Chemawa Road on the southern boundary of the Village Center Area and extending to the northern boundary thereof, constructed by the City or the Developer and owned by the Agency or the City, all in accordance with the terms and conditions of this Agreement.

"Plazas" shall mean the four (4) separate areas, none of which shall measure less than 1,000 square feet, and all of which together shall measure, in total measuring at least 8,000 square feet in size, provided further that none of the individual Plazas shall be smaller than 1,000 square feet, constructed and owned by the Developer and constructed by the Developer, all in accordance with the terms and conditions of this Agreement.

"Predevelopment Agreement " shall mean the prior agreement between the parties, dated January 16, 2001, which expired in accordance with its own terms on January 16, 2002 and has no further force and effect.

"Private Improvements" shall mean those improvements developed and constructed by the Developer pursuant to the terms and conditions of this Agreement and as shown and described in the Scope of Development on Attachment 2 of this Agreement.

"Project" shall mean both the Public Improvements and the Private Improvements.

"Project Site" shall mean the area depicted ~~in~~ Attachment 1 ~~of this Agreement~~.

"Proposal" shall have the meaning set forth in Recital E ~~of this Agreement~~.

"Public Improvement Plan" shall mean the plan for roads, utilities and other public improvements intended for public use (including the Public Park and Pathway), which improvements shall be defined and approved in accordance with the Development Agreement and/or the Master Plan.

"Public Park" shall mean the area measuring at least two (2) acres in size and consisting of public park day-use amenities (e.g., picnic tables, benches and related hardscape like Millennium Park in Lake Oswego), to be constructed by the City or the Developer and owned by the Agency or the City, all in accordance with the terms and conditions of this Agreement. The Public Park area shall be in addition to any area established to contain a wetlands/mitigation park-like environment. For purposes of satisfying the minimum acreage requirement, the Public Park shall include any property immediately adjacent to Area A which Developer so improves.

"Public Improvements" shall mean the Public Park, the Pathway and the other right-of-way and utility improvements constructed ~~or paid for by the City or the Developer~~ and owned by the Agency or the City, as set forth under this Agreement.

"Reimbursement" shall have the meaning set forth in Section 1101.

"Schedule of Performance" ~~or "Schedules of Performance"~~ shall mean the schedule for acquisition of the Acquisition Parcels and for the schedules of construction and development for both the Public Improvements and the Private Improvements, depending on the context, as set forth throughout this Agreement in Attachments 3A and 3B of this Agreement, respectively.

"Scope of Development" shall mean a general depiction of the Project improvements as generally depicted on Attachment 2, to be agreed upon by the parties as a condition of Section 311.D., and which shall be provided in more detail in the Master Plan.

"Termination Date" shall have the meaning set forth in Section 1004.A.

"Title Company" or **"Escrow Agent"** shall have that meaning set forth in Section 307 ~~of this Agreement~~.

"Village Center Area" shall mean the area generally described in Section 104, comprised of twenty-seven (27) parcels, as listed on Attachment 6B ~~of this Agreement~~.

§102 Purpose of Agreement.

The purpose of this Agreement is to provide for the development of the Project, including the assemblage of Project property through acquisition efforts of both the Developer and the Agency and the construction of improvements intended for public and private uses, all in accordance with the terms and conditions of this Agreement, the Urban Renewal Plan, the Keizer Station Plan and the Keizer-Development Code.

§103 The Project Site.

The Project Site consists of certain real property located in the City of Keizer the boundary of which property is shown and described in Section 104 and on Attachment 1.

§104 Keizer Station Areas Affected By The Project.

The Project consists of redevelopment of the following Areas of Keizer Station for the following uses:

Areas

Area A - Village Center
(the "Village Center Area")

Area B - Retail Service Center
(the "Retail Service Center Area" or "Area B")

Area D - Commerce Center
(the "Commerce Center Area" or "Area D")

Uses

A variety of Employment General
uses.

Community-supporting services.

A mix of industrial and business-
related activities.

§105 The Agency.

The Agency is an urban renewal agency of the City of Keizer, created pursuant to the provisions of Chapter 457 of the Oregon Revised Statutes. The principal office of the Agency is located at 930 Chemawa Road, Keizer, Oregon 97303.

§106 The Developer.

The Developer is an Oregon limited liability company. The principal office of the Developer is located at 245 13th Street, Salem, Oregon 97301.

§107 Schedule of Performance.

The Project, consisting of both the Private Improvements and the Public Improvements, shall be developed in accordance with the Schedules of Performance ~~set forth under~~ Attachments 3A and 3B. The Private Improvements shall be developed in no more than seven (7) elements. Each element shall include, at a minimum, the Private Improvements listed ~~on~~ in the Scope of Development.

§108 General Description of the Project.

The Project shall consist of:

A. The acquisition by the Developer of the Developer Parcels, with portions of certain of those parcels conveyed to the Agency for public uses;

B. The acquisition by the Developer, with the Agency's assistance, of the Acquisition Parcels, except that the Agency shall retain the portion of such parcels, if any, that are to be used for public purposes;

C. The vacation of portions of Radiant Drive as and where such street is presently located;

D. The possible formation by the City of the LID, providing for the construction of roads, utilities and other public improvements intended for public use (such as the Public Park and Pathway), as such Public Improvements are generally described in this Agreement and included with more specificity in the Master Plan.

E. The construction of the Public Improvements by the Agency/City if the City forms the LID, or the construction of the Public Improvements by the Developer if the City does not form the LID.

F. The construction and development by the Developer of the Private Improvements by the Developer, as shown or listed on in the Scope of Development or within the Scope of Development included in Attachment 2, which, at a minimum, shall include two nationally recognized retailers, each of which shall occupy buildings of at least 100,000 square feet in size, and other Private Improvements set forth in Master Plan.

§109 Nonperformance by the Agency.

Subject to and in accordance with the conditions hereof, the Agency shall proceed with the acquisition of the Acquisition Parcels, and request that the City vacate the rights of way in accordance with the "Public Improvement Plan" Master Plan and, unless requested or notified by the Developer not to do so, form the LID in order to construct the Public Improvements. If the Agency is unable to complete the acquisition of the Acquisition Parcels or the City is unable to form the LID, the Developer shall indemnify and hold the City and the Agency, their respective appointed and elected officials, employees and agents harmless from all claims, causes of action, or damages of any nature, that the Developer or any third party may otherwise have or suffer resulting from the same, and hereby waives such claims, causes of action or damages that it may otherwise have for such reason.

Article 2 PROPERTY WITHIN THE PROJECT SITE

The parcels of real property that comprise the Project Site within all Areas are identified hereinafter by a letter designation, the Map Index, Tax Map and Tax Lot number and by the Plan Area in which they are located. The Project Site consists of a parcel owned by the City, identified on Attachment 4; parcels owned or controlled by the Developer, identified on Attachment 5; the Acquisition Parcels, identified on Attachment 6; and property owned by the Confederated Tribes of Grand Ronde and the Confederated Tribes of Siletz, all of which is located within the Commerce Center Area (or Area D). Assessor's tax maps depicting the locations of all of the Project Site parcels are included ~~as on~~ Attachment 7.

Article 3 PROVISIONS RELATING TO ACQUISITION PARCELS; DEVELOPER PARCELS

§301 Acquisition of Acquisition Parcels.

~~The Developer shall attempt to acquire or put under control. sSubject to the provisions of Section 311.D.~~ The Developer shall attempt to acquire all of the Project parcels in the Village Center Area on or before _____ (the "**Final Developer Purchase Date**") ~~in accordance with the Schedule of Performance.~~ On or before the Final Developer Purchase Date, Agency shall neither formally or informally attempt to acquire the Acquisition Parcels in any manner whatsoever. After the Final Developer Purchase Date, Developer shall not formally or informally attempt to acquire the Acquisition Parcels in any manner whatsoever.

In the event Developer is unable to acquire all of the Project parcels on or before the Final Developer Purchase Date, Developer shall provide written notice to Agency within seven (7) days after the Final Developer Purchase Date. Such notice shall reference by tax lot and street address those portions of the Project Site that Developer has been unable to acquire (the "**Acquisition Parcels**") as well as details relating to Developer's failed efforts. Within thirty (30) days of receiving Developer's notice, Agency shall initiate the acquisition of ~~all or part of~~ the Acquisition Parcels.

Agency shall initiate and proceed with acquisition only so long as Developer is in compliance with, in the Agency's sole discretion, the conditions set forth in this Article 3, including, but not limited to, ~~adherence to compliance with~~ the financial obligations of Developer set forth in this Article, and the specific conditions set forth in Section 311.

§302 Site Feasibility Assessment.

Prior to the acquisition of any of the Acquisition Parcels by the Agency or conveyance of portions of the Developer Parcels by the Developer to the Agency, Developer, at Developer's expense, may cause to be prepared by a consultant or consultants selected by the Developer and approved the Agency, a "Level I" hazardous materials assessment, and, if the Level I assessment indicates a need or includes a recommendation for a "Level II" assessment, the Developer shall cause a Level II assessment to be conducted at the Developer's sole expense.

The Developer shall conduct, at the Developer's sole expense, such other studies and assessments, including, but not limited to, soils and geotechnical investigations, economic, cultural resources surveys, and investigations of the structural integrity of existing buildings, as the Developer determines are reasonably necessary for the development of the Project. For this purpose, the Agency will request that the City provide access to the City Parcel and the Agency shall provide access to the Acquisition Parcels, to the extent that it has the authority to grant such rights of access. The Developer shall save and protect the City, its elected and appointed officials, employee and agents, against any claims resulting from such preliminary work, access or use, and execute such documents as are customarily required by the City for entry onto such property.

Copies of data, reports, surveys and tests obtained or made by the Developer during the course of said preliminary work shall be filed with the City and the Agency within fifteen (15) days after receipt by the Developer. Any preliminary work by the Developer shall be undertaken only after securing all necessary permits from the appropriate governmental agencies.

§303 Development of Acquisition Budget.

~~Prior to the Agency initiating acquisition of the Acquisition Parcels~~ On or before the date shown in the Schedule of Performance for the development of an Acquisition Budget, the Agency and the Developer will establish a budget for the Agency's acquisition and conveyance to the Developer of the Acquisition Parcels (the "Acquisition Budget"). The Agency shall develop the procedure to monitor the Acquisition Budget and shall report to Developer, in writing and on a monthly basis, the status of the Acquisition Budget.

§304 Acquisition and Payment Process.

The Agency shall attempt to acquire the Acquisition Parcels in the following manner:

A. Voluntary Acquisitions. Agency shall first attempt to voluntarily acquire the Acquisition Parcels. If successful, Agency shall enter into a purchase and sale agreement with the respective owners and proceed to close the transaction pursuant to the terms of purchase and sale agreement.

Developer shall pay the purchase price together with any and all costs and expenses incident to such purchase, including, but not limited to, appraisals, commissions, relocation costs, title insurance premiums, escrow fees, legal expenses, environmental assessments and closing costs. The purchase price and other costs shall be deposited in the applicable closing escrow by Developer immediately prior to the scheduled closing date. Agency's obligation to acquire any Acquisition Parcels and conveyance of such parcels to the Developer is conditioned on the payment by Developer in a timely manner as set forth herein.

B. Involuntary Acquisitions. Should Agency not be successful in acquiring any particular Acquisition Parcel voluntarily, Agency may initiate the condemnation procedure set forth in Section 305. At such time as Agency determines it will condemn one or more Acquisition Parcels, it shall notify Developer by providing Developer with a copy of the resolution or ordinance described in Section 305 and an itemized list of Condemnation Costs. Within thirty (30) days of receiving such notice, Developer shall provide evidence acceptable to Agency, in its sole discretion, that Developer has or will have within an additional thirty (30) day period sufficient funds to pay all Condemnation Costs, as estimated by the Agency. Within five (5) days of demand by Agency, Developer shall pay to Agency the reasonable Condemnation Costs except for the deposit necessary to obtain prejudgment possession. Such deposit shall be paid to Agency five (5) days prior to filing of the condemnation complaint.

As used herein, "**Condemnation Costs**" shall mean all estimated costs and expenses of acquiring the Acquisition Parcels or any portion thereof by eminent domain, including, but not limited to, appraisals, commissions, filing fees, witness fees, court costs, deposits necessary to obtain orders of prejudgment possession, satisfaction of judgment, severance damages, pre-condemnation damages and attorneys' fees.

Should any additional funds be necessary. At any point in the condemnation process should additional funds be necessary, Developer shall pay the reasonable Condemnation Costs within ten (10) days of demand by Agency. Prior to conveyance by Agency to Developer of the Acquisition Parcels, Developer shall pay any and all remaining actual Condemnation Costs. Upon conclusion of the condemnation, Agency shall refund any overpayment by Developer of Condemnation Costs subject to the setoff with regard to any financial obligation then owed by Developer to Agency under this Agreement.

C. Election by Developer. With respect to the acquisition of property by Agency, through condemnation or otherwise, in the event that the estimated acquisition cost for one or more parcels exceeds the Developer's projected acquisition costs for one or more Acquisition Parcels, Developer may elect in writing to terminate this Agreement; provided, however, that Developer may elect to terminate this agreement pursuant to this Section 304 only if Agency receives such written termination notice prior to Agency's acquisition of any of the Acquisition Parcels. Developer's right to terminate this Agreement pursuant to this Section 304 shall automatically expire upon Agency's filing of a complaint to condemn or upon closing of escrow of any one or more of the Acquisition Parcels.

§305 Agency Condemnation Procedure.

The Agency shall use reasonable best efforts to acquire the Acquisition Parcels, including acquiring certain of the Acquisition Parcels through condemnation. ~~The Agency shall also secure from each property owner waivers of any reversionary rights in such property that such owner may otherwise have.~~ Prior to initiating condemnation proceedings, Agency must, in its sole discretion, be satisfied that Developer has met the conditions set forth in this Agreement, including those conditions of this Article 3 and Article 4.

Upon proceeding with condemnation proceedings for purposes of acquiring one or more of the Acquisition Parcels, Agency shall use the following procedure:

A. The Agency shall declare by resolution or ordinance the necessity for acquiring the property and the purpose for which it is required. The resolution or ordinance declaring the public necessity for the acquisition of the property shall be presumptive evidence of the public necessity of the proposed use and that the proposed use is planned or located in a manner which will be most compatible with the greatest public good and the least private injury.

B. Agency shall obtain an appraisal prior to commencing condemnation.

C. Agency shall present the property owner with a written offer to purchase the property, accompanied by the written appraisal. The amount of the Agency's offer shall not constitute an admission of just compensation.

D. The property owner shall have forty (40) days, calculated from the date the written offer to purchase the property is received, to accept or reject the Agency's offer.

E. The property owner may reject the Agency's offer and obtain a separate appraisal, with a copy of such appraisal provided to the Agency not less than sixty (60) days prior to trial or arbitration.

F. Agency may abandon condemnation efforts at any time prior to filing a condemnation action. If Agency desires to abandon condemnation efforts, Agency shall provide the property owner with written notice revoking any written offers to purchase the property and shall provide Developer with a copy of such notice.

G. Agency may, in its discretion, obtain immediate possession of the property by filing a motion for an order of immediate possession along with the condemnation complaint, in addition to filing the amount estimated to be the just compensation for the property.

H. Developer shall have paid all condemnation costs then demanded by Agency as set forth in Section 304.

I. The Acquisition Parcels may thereafter be used only for the purpose for which they were acquired. Developer acknowledges and agrees that the Acquisition Parcels acquired by Agency pursuant to condemnation shall not be transferred or conveyed to Developer or any other person or entity without a ~~reversionary interest being retained by Agency and a covenant being recorded against the property relating to the use of such property,~~ requiring that such property be used in accordance with the terms of this Agreement.

J. Unless the Agency has secured the waiver of reversionary rights from an owner of an Acquisition Parcel on which Private Improvements will be constructed, then, before such Acquisition Parcel is conveyed to the Developer, the Agency and the Developer shall enter into an agreement giving the Agency the right to repurchase that portion of the Parcel on which only Private Improvements have been or are intended to be constructed if such portion has not been used for the public purpose for which it was acquired within ten (10) years after title to such Acquisition Parcel had been conveyed from such owner to the Agency. Such agreement shall be recorded in the Marion County recorder's office, shall be a covenant running with the property, and shall provide that it will expire by its terms upon the issuance by the Agency of the written acknowledgment required by Section 602.M.

~~J. -- If the Agency is unable to secure an owner's reversionary rights, as provided at the beginning of this Section 305, then, upon the completion by Developer of the element that contains such owner's property, as provided in Section 602.J, the Agency shall declare by resolution or ordinance that the property is being used for the purpose for which it was acquired.~~

§306 Conveyance of Title and Delivery of Possession.

Conveyance to the Developer of title to or possession of the Acquisition Parcels shall be completed upon the latter of the Developer's timely payment of funds pursuant to Section 304 and the delivery of the deed for a particular Acquisition Parcel from an owner to the Agency. In addition, prior to conveyance of the Acquisition Parcel(s), Agency shall, ~~in accordance with the Master Plan, determine whether any~~ those portions of the Developer or Acquisition Parcels, ~~or any portion thereof, that~~ will be used for public purposes. ~~If all of a part of an Acquisition or Developer Parcel is intended for public use, Agency and shall have a legal descriptions prepared for the same to describe the area intended for public use.~~ Notwithstanding any other provision of this Article 3, the Acquisition Parcels shall only be transferred/conveyed to Developer after Developer executes a deed or dedication for all the portions of the Developer or Acquisition Parcels intended for public use.

The Agency's conveyance and the Developer's acceptance of the Acquisition Parcels shall be subject to the terms and conditions of this Article 3, Article 5 and all other applicable provisions of this Agreement.

~~Upon the request of Agency or City, Developer shall convey to Agency or City the Developer Parcels or portions thereof necessary to complete the Public Improvements. Agency or City shall pay to Developer an amount equal to the lesser of (i) \$8.50 per square foot or (ii) the appraised value of such Developer Parcels or portions thereof.~~

§307 Condition of Title.

The City or Agency shall cause Key Title Company at 222 High Street SE, P.O. Box 71, Salem, Oregon 97308-0071, or another title company mutually agreeable to the parties (the "**Title Company**") to prepare a preliminary title report with respect to each Acquisition Parcel in connection with the policies of title insurance to be issued pursuant to Section 309. The Developer shall be provided with a copy of each preliminary title report and shall approve the condition of title stated therein with respect to each Acquisition Parcel. Developer shall cause the Title Company to prepare a preliminary title report with respect to each Developer Parcel, or portion thereof, in connection with the policies of title insurance to be issued pursuant to Section 309. The Agency and the City shall be provided with a copy of each preliminary title report and shall approve the condition of title stated therein with respect to each Developer Parcel or portion thereof intended for public use.

The City or Agency shall convey or cause to be conveyed to the Developer fee title to the Acquisition Parcels subject to all recorded and unrecorded liens, encumbrances, covenants, assessments, easements, leases and taxes, other than those exceptions to title that the property owner is required to or that Developer elects to remove at closing (the "**Permitted Exceptions**"). All Acquisition Parcels and Developer Parcels, or portions thereof, which will be used for public purposes will be deeded or dedicated to the City or Agency free of all exceptions to title other than those specifically approved in writing by City or Agency, as applicable.

§308 Form of Deed.

The Agency shall convey title to the Acquisition Parcels to the Developer in the condition ~~provided in~~ required by Section 309 ~~307 of this Agreement~~ by bargain and sale deed or deeds (the "**Developer Deed**" or "**Developer Deeds**"), ~~subject to the Permitted Exceptions.~~ Likewise, the Developer shall convey title to ~~through bargain and sale deed or deeds or dedication the~~ Acquisition and the Developer Parcels, or portions thereof, to be used for public purposes, in the condition provided in Section 307, to the Agency or the City (the "**Deed**" or "**Deeds**"), ~~subject to the Permitted Exceptions by bargain and sale deed or dedication.~~

§309 Title Insurance.

Concurrently with recordation of each Developer Deed, the Title Company shall provide and deliver to the Developer, at the Developer's expense, an ALTA title insurance policy issued by the Title Company insuring that the title to the Acquisition Parcels are vested in the Developer in the condition required by Section 307 of this Agreement together with such endorsements as are required by the Developer, including, but not limited to, an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the applicable Acquisition Parcel, including the costs of demolition, site clearing, grading, and installation of infrastructure improvements.

The Title Company shall provide the Agency with a copy of each title insurance policy. The Title Company shall also provide the Agency and the City with an ALTA title insurance policy or policies issued by the Title Company insuring that the title to those portions of the Acquisition Parcels and the Developer Parcels, ~~or portions thereof~~, intended for public use are vested in the City or the Agency in the condition required by Section 307, together with such endorsements as are required by the Agency or the City.

§310 Physical Condition of the Acquisition Parcels.

A. As-Is Condition. The Acquisition Parcels shall be conveyed to the Developer in an "as is" condition. The Agency shall not be responsible for the cost of any items of site work nor for any condition whatever that may be discovered on the Parcels. The Agency makes no representation whatsoever regarding the condition of the Acquisition Parcels or their suitability for the construction and operation of the Project thereon. It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil and geologic conditions of the Acquisition Parcels and the suitability and economic feasibility of the parcels for the construction of the Project.

B. Environmental Liabilities. It is the express intent of the Parties that any liability that may arise after execution of this Agreement under any federal, state, or local environmental laws, for known or unknown environmental conditions on, under or relating to the parcels in the Project Site, shall be the sole responsibility of the Developer. The Developer hereby agrees to defend, indemnify and hold the Agency and City, their appointed and elected officials, employees and agents harmless from any such liability. The Agency represents and warrants that it has not received any notices or violations or advisory actions by regulatory agencies regarding any environmental condition or permit compliance with respect to the Acquisition Parcels or any portion thereof.

§311 Conditions for the Agency Acquisition of Property and Formation of LID

Notwithstanding all other provisions of this Article 3 and in addition to other conditions set forth in this Agreement, prior to the Agency either initiating the acquisition of one (1) or more of the Acquisition Parcels or requesting that the City form an LID in accordance with the terms and conditions of this Agreement, the Developer shall meet the following conditions and shall provide the following information, which Agency in its sole discretion finds acceptable in both form and substance:

A. The Developer is a limited liability company duly organized, existing and in good standing in the state of Oregon and has full authority to do business in Oregon and in the City of Keizer and to enter into and perform this Agreement.

B. The Developer shall not be in default under any material term or condition of this Agreement.

C. The Developer shall have provided the following, on a confidential basis, to the attorney for the Agency, who, subject to the Public Records Law, shall not disclose such information to any third party, including the City and the Agency, without the prior written consent of the Developer, which shall not be unreasonably withheld:

(1) True copies of a letters of intent to buy or lease, which shall contain all material terms, with economic terms blacked out, executed by the Developer and one of the Anchor Tenants;

(2) Current financial statements for the Developer and every member thereof;

(3) Evidence of financing, including a lender's commitment letter and/or evidence of equity contributions to the Developer, or funding to be provided by the Anchor Tenants if such entities are purchasers of the Project property described in Elements 1 and 2, in the aggregate sufficient for the Developer to complete the purchase of all land within the Village Center Area, including the Acquisition Parcels, and to develop and construct all of the Private Improvements in at least one of the two elements described in ~~in Attachment 2~~ the Scope of Development as Element 1 and Element 2;

(4) The Developer's then current business plan for completing the private development of the Project which shall include, at a minimum, ~~a Project budget and an updated Sschedule of Pperformance~~; and

(5) The Developer's marketing plan for the Project; and

(6) Attachment 2 to this Agreement: The Scope of Development.

D. ~~The Developer shall have provided to the Executive Director, or his designee, written evidence of title or copies of executed option or earnest money agreements to indicate that the Developer has acquired or has under control at least 20 of the 27 parcels in the Village Center Area; provided, however, that Agency shall neither file a condemnation complaint nor close escrow on any of the Acquisition Parcels and City shall neither vacate rights-of-way, nor declare its intention to make the LID improvements, nor proceed with the LID in any other manner unless and until Developer provides Agency with copies of deeds or land sale contracts for at least 20 of 27 parcels comprising the entire Village Center Area, as listed on Attachment 6B, and has acquired in fee all parcels other than the Acquisition Parcels needed for the Public Improvements.~~

E. The Developer shall have obtained the City's approval of ~~Master Plan~~ the Public Improvement Plan, which shall include descriptions, elements and necessary tribal and governmental, including but not limited to ODOT, approvals relating to the transportation infrastructure, pedestrian circulation, the Public Park, the Pathway and all Private Improvements. The Developer shall have obtained the Agency's approval of such plan before submitting it to the City. Agency's approval of ~~Master Plan~~ the Public Improvement Plan may be based, in part, on the inclusion of pedestrian-friendly design elements, extensive landscaping and streetscaping elements and other architectural design features to provide a first class, attractive development. Upon the City's request, the Developer agrees to extend the time during which the City would otherwise be required to approve or deny the ~~Master Plan~~ Public Improvement Plan pursuant to ORS 197.370, provided the City uses good faith efforts and due diligence to prosecute such process to conclusion.

F. All necessary tribal and governmental approvals shall have been obtained, and no appeal of any such approval or of ~~Master Plan~~ the Public Improvement Plan shall have been filed and the time for appealing the same shall have expired.

G. The Parties shall have approved the manner in which all urban services shall be provided to the Project Site.

H.. No litigation or ballot measure is pending that prevents the Agency or the Developer from performing their respective obligations under this Agreement.

I. The Parties shall have agreed to the form of covenant referred to in Section 305.I. ~~to be recorded against the Project (or certain individual parcels).~~

J. The Developer shall have executed ~~an~~ agreements of nonremonstrance ~~pursuant to the terms and conditions of this Agreement, including Article 5 and Section 608 as provided in Section 501.I. and Section 608.~~

K. The Developer shall continue to meet or exceed the conditions set forth in Sections 311—A, 311—B and 311—D through completion of the Project.

L. The Developer shall have provided Agency a performance and payment bond in an amount equal to the financial obligations of the Developer under this Agreement, but in any event in an amount equal to at least \$4,700,000. The bond shall be substantially in the form of Attachment 89 and secure Developer's performance and payment obligations as a property owner of properties benefited by the LID project at the time the project is undertaken as well as its reimbursement obligations under Sections 602 and 1101 of this Agreement; and shall further provide indemnity protection to the Agency, the City and their elected and appointed officials, officers, agents, employees and volunteers against any claim and damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the Developer's performance under this Agreement. The amount of bond shall be reduced at such times as permitted by the issuing company, (1) in the amount of any reduction of the Developer's obligations under Section 1101, as such obligations decrease, and (2) in the amount of full assessment payments made by the Developer, or the Developer's assigns, on all properties owned by the Developer, or the Developer's assigns, at the time the LID is undertaken. After the Developer has made or caused to be made full assessment payments, when and as they become due, on all properties owned by Developer at the time the LID project is undertaken for at least three (3) years, the parties shall mutually agree to reduce the amount of the bond required under this Section 311 in conjunction with Developer's completion of construction of the Private Improvements, as follows:

Percentage of Completion of Private Improvements After Three Years of LID Assessments	Performance and Payment Bond Amount
50%	\$2.5 million
75%	\$1.2 million
90%	\$0

M. ~~The Developer shall have provided assurances to the Agency relating to the appropriateness of forming a separate LID for the improvements described in Section 608.~~

M. The Developer shall have provided all other information reasonably requested by Agency to demonstrate Developer's ability to perform its obligations under this Agreement.

Within sixty (60) days after receipt of all materials provided by Developer pursuant to this Section 311, the Agency will provide Developer written notice that the Agency approves or disapproves of the same. Any disapproval shall state in writing the reasons for such disapproval. The Developer, upon receipt of such disapproval, shall revise such disapproved documents or portions of documents or provide additional materials in a manner responsive to the stated reasons for disapproval and resubmit the same to the Agency or the City, as applicable, within thirty (30) days after receipt of the notice of disapproval.

Within fifteen (15) days after Agency has indicated that Developer has satisfied all of the other conditions set forth in this Section 311, Developer shall notify the Agency, in writing, of Developer's request that Agency proceed with acquisition of the Acquisition Parcels ~~(and that the and of Developer's request that either the City thereafter proceed with the LID) or request that the City or refrain from forming the LID.~~ If Developer requests that an LID not be formed, the parties shall ~~enter into discussions for the purpose of amending this Agreement to provide for the construction and development of the Project without an LID (the "Amendment"). Until such time as the Amendment is executed by both parties, the parties' performance under their respective Schedules of Performance shall be suspended by an equal number of days. If the parties are unable to agree on the terms and conditions of the Amendment, then either party may terminate this Agreement and termination shall be the Parties sole remedy, the provisions of Article 12 shall control.~~

Article 4 ESCROW

To accomplish the purchase and transfer of the Acquisition Parcels, the City or the Agency shall open one or more escrows ("Escrow") with the Title Company (also referred to hereinafter as the "Escrow Agent") in Marion County, Oregon. The City, the Agency and the Developer shall provide escrow instructions as shall be necessary for and consistent with this Agreement.

Upon delivery of the Developer Deeds to the Escrow Agent by the City or the Agency, and the fulfillment by the Developer of its obligations under the Escrow and this Agreement, the Escrow Agent shall record ~~the such~~ Deeds when title to the Acquisition Parcels can be vested in the Developer in accordance with the terms and provisions of this Agreement, and when the Title Company is committed to issuing its title policies.

The City, the Agency and the Developer shall each deposit in Escrow such instruments as are required by the Escrow Agent or otherwise required to close the Escrow and consummate the purchase of the parcels in accordance with this Agreement.

Article 5 THE LOCAL IMPROVEMENT DISTRICT

§501 Formation.

At such time as the conditions set forth in Section 311 have been met, Developer has demonstrated its continued compliance with Sections ~~311 and 311.311~~ and all of the Acquisition Parcels have been acquired, ~~and if the Developer has not yet exercised its option not to proceed with the LID (except for the option in Section 501.B.),~~ the Agency shall request that City form the LID pursuant to this Article 5 ~~and pursuant to an intergovernmental agreement between the City and the Agency.~~

A. The LID shall be initiated by the City Council by resolution, with direction given to the City Engineer to prepare an engineering report. The engineer reporting shall provide the following:

(1) A map or plat showing the general nature, location and extent of the proposed improvement and the land to be assessed for payment of all or any part of the costs thereof.

(2) Plans, specifications and estimates of work to be done.

(3) An estimate of probable cost of the improvement, including legal, administrative and engineering costs.

(4) An estimate of unit cost of the improvement to the benefited properties, per square foot, per front foot or another unit of cost.

(5) A recommendation concerning the method of assessment to be used to arrive at a fair apportionment of the whole or a portion of the costs of the improvement to benefited properties.

(6) A description of each lot, parcel of land, or portion of land to be benefited, with names of the record owners and, when readily available, names of contract purchasers as shown on books and records of the Marion County Tax Assessor. To describe each lot or parcel of land under provisions of this section, it shall be sufficient to use the tax account number assigned to the property by the Tax Assessor or by book and page designations shown on books and records of the Marion County Clerk.

B. The City shall either approve the report as submitted or direct that it be amended and approve the report as amended. The City shall thereafter, by resolution, declare its intention to make the improvements; provided, however, that the City may abandon the improvements process if (1) the estimated cost of the improvements for the Project exceeds \$18,300,000 the LID cap and Developer has not funded such excess or demonstrated to the Agency's and City's satisfaction that it will have funds available for payment of such excess; or (2) the conditions of Sections 311E and 901 are not met. After approving the report and before adopting the resolution to declare its intention to make the improvements, the City shall abandon the process if the Developer so requests within fifteen (15) days after, and assuming, the City decides to proceed with the LID and has notified the Developer in writing to that effect. In the event the LID process is abandoned, the Project shall be subject to the provisions of Article 12, and all other conditions hereunder consistent therewith.

C. If the City ~~decides to proceed~~thereafter proceeds, it shall publish notice, once each week for two (2) successive weeks in a newspaper of general circulation, that it intends to make the improvements. The notice shall specify the time and place where the City Council will hear and consider objections. The notice shall also provide a description of the type and scope of the improvements, a description of the location of the proposed district, the estimated cost and the formula for assessing each property, a statement that the plans are available for public inspection, that written remonstrances may be filed against the proposed improvements, and a statement that the proposal could be modified as a result of testimony at the hearing.

D. At the hearing, the City Council shall hear oral objections to the proposed improvements and shall consider written remonstrances thereto.

E. After the City initiates formation of the LID, written remonstrances of the owners of two-thirds (2/3) of the land to be specially assessed for the improvements shall suspend the proposed improvements, in which event no further action to effect the improvement shall be taken for at least six (6) months. For purposes of this Section 501, "Owner" shall mean the record holder of the legal title to the land in question or, where land is being purchased under a land sale contract recorded or verified to the Marion County Recorder in writing by the record holder of legal title to the land, then such purchaser shall be deemed the Owner.

F. The City shall submit notice of the estimated assessment, via first class mail or personal delivery to the owner of each lot proposed to be assessed. Any mistake, error, omission or failure with respect to the mailing shall not be jurisdictional or invalidate the assessment proceedings. The notice shall state the amounts of the estimated assessment proposed on that property and shall fix a date by which time written objections shall be filed with the recorder. The written statement must assert the grounds for the objection. The City Council shall hold a hearing, but may choose to combine this hearing with the hearing required for the formation of the LID.

G. Once the final assessment is determined, the City Council shall send notice to the Owner of the benefited property if the City Council wishes to proceed with the improvements. Any mistake, error, omission or failure with respect to the mailing shall not be jurisdictional or invalidate the assessment proceedings. The City Council may also abandon the ~~improvements procedure~~ in the event Developer has breached this Agreement or if the City Council determines that it is in the public interest to abandon the ~~improvements procedure~~.

H. The City Council shall consider objections at the hearing and may adopt, correct, modify or revise the assessment against each lot in the LID according to special and peculiar benefits accruing to it from the improvement. The City Council shall then adopt an ordinance or resolution spreading the final assessment.

I. The Developer, and Developer's successors and assigns, hereby specifically waive any and all right to remonstrate against formation of the LID. The Developer agrees to file ~~shall execute~~ a nonremonstrance agreement to affect all Acquisition Parcels and Developer Parcels, pursuant to Section 311. ~~The Developer shall be required to and~~ record the nonremonstrance agreement same with the Marion County Recorder's Office to serve as notice for all subsequent property owners.

J. Within ten (10) days after the City passes the ordinance levying assessments, the City Recorder shall send a notice of assessment to each ~~owner of assessed property~~ by regular or certified mail and publish notice of the assessment twice in a newspaper of general circulation in the City. The first publication of notice shall be not later than twenty (20) days after the date of the assessment ordinance. The notice of assessment shall include the name of the ~~property owner~~, a description of the assessed property, the amount of the assessment, and the date of the assessment ordinance, and shall state the time within which such assessments must be paid or bonded and that assessments which are not paid or bonded within the time stated in the notice shall bear interest and that the property so assessed is subject to foreclosure if such assessments are not paid within the time stated in the notice.

K. ~~The owner of any property to be so assessed~~, at any time within ten (10) days after notice of final assessment is first published, may file with the recorder a written application to pay:

- (1) The whole of the final assessment in installments; or
- (2) If part of the final assessment has been paid, the unpaid balance of the assessment in installments.

L. An installment application shall state that the applicant does thereby waive all irregularities or defects, jurisdictional or otherwise, in the proceedings to cause the local improvement for which the final assessment is levied and in the apportionment of the actual cost of the local improvement.

M. The application shall provide that the applicant agrees to pay the final assessment over a period of not less than ten (10) years nor more than thirty (30) years and according to such terms as the City Council may provide. The City Council may provide that the owner of the assessed property may elect to have the final assessment payable over a period of less than ten (10) years and according to such terms as the City Council may provide.

N. The application shall also provide that the applicant acknowledges and agrees to pay interest at the rate provided by the City or as set by the City Recorder on all unpaid assessments, together with an amount, determined by the City Council, sufficient to pay a proportionate part of the cost of administering the bond assessment program and issuing the bonds authorized under ORS 223.235, including but not limited to legal, printing and consultant's fees.

O. The application shall also contain a statement, by lots or blocks, or other convenient description, of the property of the applicant assessed for the improvement.

P. In connection with the final assessments for any local improvement, the City may establish a procedure by which an ~~eOwner of any property to be assessed~~ may irrevocably elect in writing to have the final assessment levied for a number of years less than ten (10), which shall be determined by the City Council. The written election shall:

- (1) Be signed by the owner or a duly authorized representative of the owner;
- (2) Contain a description of the assessed property and the local improvement for which the assessment is made; and
- (3) Contain a statement by the eOwner acknowledging that the improvement is a local improvement as described under ORS 223.001(9), that payment of the final assessment against the properties benefited by the local improvement plus interest may be spread over at least ten (10) years and that, notwithstanding any provision of law, the eOwner consents to make payments over a period of less than ten (10) years and to have the assessment levied on the benefited property accordingly.

Such election shall be recorded in the bond lien docket for the local improvement to which the assessment relates. From and after the time at which the written election is so recorded, it shall be valid and binding upon all subsequent owners of the property or any part thereof.

Q. Estimated and final assessments shall become a lien upon the property assessed from and after the passage of the resolution or ordinance spreading the same and entry in appropriate lien record of the City. The estimated assessment lien shall continue until the time the estimated assessment becomes a final assessment. All unpaid final assessments together with accrued and unpaid interest and penalties are a lien on each lot or parcel of land or other property, respectively, in favor of the City, and the lien shall have priority over all other liens and encumbrances whatsoever.

R. The City Council may enforce collection of such assessments as provided by ORS 223.505 and 223.650, namely by the sale of real property.

§502 LID Requirements.

Pursuant to applicable state and local laws, the City will award all contracts required to construct the public improvements contained within the LID through a process of competitive bidding.

A. The City may, in its sole discretion, direct the City Recorder, upon the basis of the approved engineer's report, to advertise for bids and designate the time at which such bids shall be open, which time may be the time of the first hearing held upon the decision

to initiate LID formation.

B. The City shall provide by resolution the time and manner of doing the work of such improvement, and may provide for the City to do the work or it may award the work on contract. In the event that the work is done under contract, bids shall be received after advertisement for such time as the Council may determine on all such work and the Council shall proceed in accordance with procedures of state law for public contracting. The contract shall be let to the lowest responsible bidder, provided that the City shall have the right to reject all bids when they are deemed unreasonable or unsatisfactory. The City shall provide for taking security by bond for the faithful performance of any contract let under its authority, and the provisions thereof, in case of default, shall be enforced by action in the name of the City.

C. If the City finds upon opening bids for the work of such improvement that the lowest responsible bid substantially exceeds the engineer's estimate, it may, in its discretion, hold a special hearing of objections to proceeding with the improvement on the basis of such bid and may direct the City Recorder to publish reasonable notice thereof in a newspaper of general circulation in the City. The City Council may abandon the improvement or allow Developer to pay the difference between the estimated amount and the engineer's estimate. In the event the City Council allows Developer to pay such difference, full payment must be received by the City prior to the City Council awarding a contract for the work.

D. If the initial LID assessment has been made on the basis of estimated cost, and upon the completion of the work the cost is found to be greater than the estimated cost, the Developer shall pay the additional cost. The additional cost shall be paid through a reduction in the amount allocated toward land acquisition costs, with the amount paid to Developer for the land reduced by an amount equal to the additional cost of the work, unless Developer elects to pay such additional costs. In the event a reduction to the land cost is not sufficient to pay the additional cost, Developer shall immediately pay to City additional funds to make up the difference. If Developer is unwilling or unable to perform its obligations under this Section 502, then, in addition to pursuing all other remedies available under the terms and conditions of this agreement and by law, City may make a deficit assessment for the additional cost. Proposed assessments upon the respective lots within the assessment district for the proportionate share of the deficit shall be made; and notices shall be sent; opportunity for objections shall be given; such objections shall be considered; and determination of the assessment against each particular lot, block or parcel of land shall be made as in the case of the initial assessment; and the deficit assessment spread by resolution. If assessments have been made on the basis of estimated cost, and upon completion the cost is found to be less than the estimated cost, provision shall be made for refund of the excess or overage.

Upon the request of Agency or City, ~~completion of construction of the Public Improvements, the~~ Developer shall convey to Agency or City those portions of the Acquisition Parcels and the Developer Parcels or portions thereof necessary to complete the Public Improvement on which such ~~the~~ Public Improvements ~~are~~ will be situated, as set forth on the legal descriptions prepared pursuant to Section 306. In consideration therefor, Agency or City shall pay to Developer an amount equal to the lesser of (i) \$8.50 per square foot or (ii) the appraised value of such ~~Developer Parcels or portions of such Parcels so conveyed~~ thereof.

Notwithstanding the foregoing, the parties agree that the amount paid to the Developer pursuant to this Section 502 shall be adjusted downward if the total actual LID cost, including such land cost, would exceed \$18,300,000 (the "LID Cap") and the Developer has not previously agreed and demonstrated to Agency's satisfaction Developer's ability to pay the amount of such excess. If the Developer has not so agreed and demonstrated, the downward adjustment in the price hereunder shall be equal to the amount of such excess.

§503- No LID.

If no LID is formed pursuant to Developer's request under Section 311, Developer shall design, obtain approvals and permits for and complete construction of the Public Improvements all in accordance with and subject to Master Plan __, plans and specifications, applicable state and local laws and the Amendment to this Agreement.

Article 6 DEVELOPMENT OF THE PROJECT

§601 Development and Construction of Public Improvements.

Subsequent to Developer meeting all of the conditions set forth in Articles 3, 4 and 5, and if an LID is formed pursuant to this Agreement, then subject to all of the applicable terms and conditions of this Agreement, the City shall construct and develop the Public Improvements described and depicted ~~in~~ on Attachments 2 and 8.

§602 Development and Construction of Private Improvements.

In consideration of the construction and development activities of the Agency and the City pursuant to this Agreement, and the agreements and covenants herein contained, the Developer shall construct and develop the Private Improvements intended for private use, as set forth in the Scope of Development ~~which is included as an Attachment 2.~~ The Developer shall commence and complete construction of the Private Improvements in accordance with the Schedule of Performance, ~~as detailed in Attachment 3B.~~ Developer may perform the Scope of Development in as many as (but no more than) seven (7) separate elements in whatever order Developer prefers (for instance, ~~e~~Element 3 as presented in the Scope of Development ~~and the~~ Schedule of Performance may be substituted for ~~e~~Element 5 in terms of the order in which the elements may be constructed). The Scope of Development shall describe the work to be performed by Developer in each element of redevelopment and shall further specifically identify the improvements that shall be constructed during the ~~first element, which for illustrative purposes has been identified within this Agreement as Element 1~~ the development of Element 1, as identified on Attachment 2 the Scope of Development.

A. Developer Design Drawings and Construction Drawings for the Project; Related Documents. Developer shall prepare Concept Design Plans for the Project. Subsequent to receiving Agency approval of the Concept Design Plans, Developer shall prepare Design Development Drawings for redevelopment of the Project (including the Public Improvements) and shall submit such Drawings to Agency and the City ~~for approval in accordance with the Schedule of Performance and for approval of~~ ~~D~~development ~~P~~permits. The Design Development Drawings shall comply with all Agency and City design guidelines and requirements. All plans and specifications referred to in this Section 602A are referred to herein as the "Drawings."

Agency, in its sole discretion, may withhold its approval of any Drawings that fail to meet the following standards:

1. The ~~relevant master plan (Master Plan — Public Improvement Plan or Master Plan —)~~ and Master Plan;
2. The Urban Renewal Plan objectives;
3. All applicable State and City codes and standards, including but not limited to the development standards of ~~Keizer~~ the Development Code; and
4. Agency's expectations as to inclusion of pedestrian-friendly design elements, extensive landscaping and streetscaping elements and other architectural design features to provide a first class, attractive development.

B. General Design Standards. As a benchmark for comparison but not as a substitution for compliance with the Keizer Station Plan or the Keizer ~~Development~~ Code, the Drawings submitted by Developer for the Anchor Tenants in the Village Center Area will be expected to be substantially similar to or better than the design employed by the major tenants within Argyle Square in Wilsonville, Oregon.

C. Changes to the Drawings. If the Developer desires to make any substantial change to any drawings after approval by the Agency, the proposed changes shall be submitted to the Agency for approval. The Developer acknowledges and agrees that it may be required to secure separate Agency approval of such changes. As used in this subparagraph, "substantial change" means a change which alters the layout or scope of the Private Improvements or changes to a lesser quality previously approved materials.

D. First Element - Timeline for Submittal of Design Development Drawings. The Developer shall submit complete Design Development Drawings for City and Agency review for Element 1 of the Private Improvements within one hundred eighty (180) days ~~after the City Council approves the engineer's report relating to the LID from the date the Master Plan is approved by the City;~~ provided, however, the Developer shall be entitled to a one-time extension of not greater than an additional one hundred eighty (180) days from the expiration of the original period. If the Developer does not furnish such complete drawings within such second 180-day period, Developer shall immediately submit to Agency ~~thea~~ Reimbursement payment described in Section 40031101.A.

E. First Element - Timeline for Completion of Construction. The Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for Element 1), obtain all applicable approvals and permits, commence and complete construction of Element 1 of the Private Improvements within three hundred sixty-five (365) days of the Developer's obtaining design review approval from the City and the Agency for such element. If the Developer does not commence construction (and do all things necessary to complete construction, as set forth in this Section 602E) within such 365-day period, Developer shall immediately submit to Agency ~~thea~~ Reimbursement payment described in Section 40031101.A.

F. Second Element - Timeline for Submittal of Design Development Drawings. The Developer shall submit complete Design Development Drawings for City and Agency review for the second element of the Private Improvements within one hundred eighty (180) days after the periods allowed in subsections D and E for the design and completion of the first Element. If the Developer does not furnish such complete drawings within such 180-day period, Developer shall immediately submit to Agency ~~thea~~ Reimbursement payment described in Section 40031101.A.

G. Second Element - Timeline for Completion of Construction. The Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for the second element), obtain all applicable approvals and permits, commence and complete construction of the second element of the Private Improvements within three hundred sixty-five (365) days of the Developer's obtaining design review approval from the City and the Agency for such element. If the Developer does not complete construction (and do all things necessary to complete construction, as set forth in this Section 602G) within such ~~second-180~~365-day period, Developer shall immediately submit to Agency ~~thea~~ Reimbursement payment described in Section 40031101.A.

H. Third and Fourth Elements – Applicable Timelines. The timelines for the third and fourth elements for completion of the Design Development Drawings and construction shall be the same as those for the second element, such timelines being measured from the scheduled completion dates of the prior stages of each element.

H.I. Remaining Elements - Applicable Timelines. The Developer shall complete Design Development Drawings for City and Agency review for each of the ~~third~~^{fifth} through and including the seventh elements of the Private Improvements within one hundred twenty (120) days after the date of scheduled completion of construction of the immediately preceding element (as set forth in the Schedule of Performance). Developer shall complete construction drawings (which shall be substantially consistent with the approved Design Development Drawings for each respective element), obtain all applicable approvals and permits, commence and complete construction of each of the third through and including the seventh elements of the Private Improvements within two hundred forty (240) days of the Developer's obtaining design review approval from the City and the Agency for each element.

I.J. Definition of Completion. For purposes of meeting the construction deadlines set forth in this Section 602, the Developer shall be deemed to have completed construction of a particular element of the Private Improvements as follows:

Anchor Tenant 1 Element	Upon issuance of certificate of occupancy
Anchor Tenant 2 Element	Upon issuance of certificate of occupancy
Power Center Element	65% of allowed building area completed
Radiant Pads Element	65% of allowed building area completed
Chemawa Pads Element	65% of allowed building area completed
I-5 Commercial Element	Upon issuance of certificate of occupancy for either hotel or offices
Neighborhood Element	Grocery store and 50 or 65% of allowed building area completed;

Provided, however, that with respect to the completion of any of the seven (7) elements, an element shall be deemed to have been completed if 75% or more of the allowed building area for all elements in the aggregate have been completed. For purposes of Sections 602 and 1101, "allowed building area" shall mean gross square footage of buildings pursuant to the Master Plan.

J.K. Developer's Reimbursement Obligation. Developer's failure to meet any of the Design Development Drawings submittal or construction completion deadlines for any individual element shall result in Developer's further obligation to ~~pay the~~^{make a} Reimbursement ~~amount~~^{payment} described in Section 1101A. Developer's failure to meet any one of the deadlines shall not serve to modify the Developer's obligations to meet the deadlines for any of the other elements. ~~The deadlines for each element, which shall trigger Reimbursement obligations if not met, are set forth in Attachment 3B.~~

K.L. Completion of All Private Improvements - 10

Year Period. Notwithstanding any other provision of this Agreement, Developer shall complete construction of all elements of the Private Improvements within ten (10) years of the Effective Date from the date the Master Plan is approved by the City.

M. Acknowledgment of Public Purpose. Upon completion of construction of any portion of a Parcel subject to a repurchase agreement described in Section 305.J., the Agency shall issue a written acknowledgement, in recordable form, that such portion has been put to use for the public purpose for which it was acquired, and that such repurchase agreement is of no further force and effect.

N. Exclusive Remedy. Notwithstanding any provision in Article 10 that can be interpreted to the contrary, in the event Developer fails to complete any of the actions set forth in this Section 602 within any of the scheduled timelines, Developer shall not be in default of this Agreement, and the Reimbursement payments provided for hereunder shall be the exclusive remedy then available to the Agency.

§603 Construction of Public Area, the Plazas Areas, and Multi-Purpose the Pathway.

A. Construction. The parties agree that the following areas shall be included within the Project:

- (1) The Public Park;
- (2) The Plazas; and
- (3) The Pathway.

The exact size and location of the Public Park, the Plazas and the Pathway shall be part of the Master Plan — approval process in accordance with the Public Improvement Plan. The construction and all construction costs (including land costs), of the Public Park and the Pathway shall be included within the LID project, if the LID is formed, or, if not, shall be borne by the Developer, subject to the provisions of Article 12.

B. Additional Development Costs. The Developer shall bear all development costs of the Plazas and all costs of developing the Public Park attributable to wetlands mitigation and/or storm water retention facilities, if any.

C. Dedication, Easement. In the event Developer and Agency decide to locate the Public Park or the Pathway on one or more of the Developer Parcels, or portions thereof, such areas shall be dedicated to the Agency prior to and as a condition of formation of the LID if an LID is formed. The Developer shall grant a perpetual easement to the public for purposes of providing pedestrian and vehicular access and parking to and for the Public Park and the Pathway pursuant to Master Plan—all as provided in the Public Improvement Plan.

§604 Cooperation.

The City and the Developer shall cooperate in accordance with the Schedules of Performance in effecting the redevelopment of the Project Site.

§605 Rights of Access.

For the purpose of ensuring compliance with this Agreement and all applicable laws, representatives of the City and Agency shall have the right of access to and over the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements, so long as such representatives comply with all safety rules. The Developer will not be responsible in any manner whatsoever for any liabilities arising from the negligence, or willful misconduct, of the City, the Agency or any of their agents, servants, employees and contractors in connection with the exercise of the right of access granted hereunder.

§606 Taxes, Assessments, Encumbrances and Liens.

The Developer shall pay when due all real estate taxes and assessments, including LID assessments, if any, assessed and levied on Parcels owned by the Developer within the Project Site. The Developer shall execute and file with the City all agreements of nonremonstrance as provided in this Agreement.

§607 Water Rights.

In consideration of the Agency's covenants herein, the Developer shall grant the City any excess underutilized water rights associated with any existing functioning wells in the Village Center Area, subject to the condition that use of such rights shall not interfere with, or increase the costs of, the Developer's development of such Area. For purposes of the preceding sentence, "excess" shall mean any water rights not needed from time to time, in Developer's sole discretion, to provide adequate landscaping irrigation water for all of Area A in Keizer Station.

§608 Nonremonstrance Covenant as to Entertainment & Sports Area.

The parties acknowledge and agree that the area in Keizer Station known as Area A - Entertainment & Sports Center (the "**Entertainment & Sports Center Area**") may be developed to include a public indoor aquatic facility, a public outdoor aquatic and family recreation park, public meeting and classrooms, a private fitness and tennis club, and common areas incidental to the foregoing.

The Developer covenants on behalf of itself, its successors and assigns, that it shall not remonstrate against the formation of any local improvement district with respect to the Entertainment & Sports Area that is developed substantially in conformance with the foregoing description provided that such covenant shall only be enforceable against Developer when all of the following conditions are met: (1) the assessed value of the property assessed equals or exceeds \$300,000,000; (2) not less than all of Keizer Station (of approximately 235 gross acres) is included in the assessment district; and (3) the maximum allowable assessment in the aggregate does not exceed \$4,000,000. The Developer shall execute a nonremonstrance agreement that provides for the foregoing and that shall affect all the Acquisition Parcels and the Developer Parcels, and record it with the Marion County Recorder's Office

Article 7 SPECULATION AND ASSIGNMENT PROVISION

§701 No Speculation.

The Developer represents its acquisition of the Acquisition Parcels and the Developer Parcels is for redevelopment and not for speculation in land holding.

§702 Assignment.

A. General Prohibition on Developer Assignment. Primarily because of the location of the Project within the District and the existing relationship between Agency and Developer, the qualifications and identity of the Developer are of particular concern and importance to the Agency. The Developer recognizes that it is because of its qualifications and identity that the Agency is entering into this Agreement and, in so doing, is further accepting and relying on the obligations of the Developer for the faithful performance of all undertakings and covenants to be performed by it under this Agreement. For the foregoing reasons, except as provided in Section 702 B., the Developer shall not partially or wholly dispose of or agree to dispose of more than 49% of the Developer's interest in the Project Site nor shall the Developer partially or wholly transfer its interests in this Agreement without the prior written approval of the Agency; provided, however, that at the time the Agency and the City have been released from all liability for repayment of the bonds issued following the formation of the LID, or, if no LID is formed, upon completion and approval of the Public Improvements, then the Developer shall be free to transfer any or all of its interests in the Project Site or in this Agreement.

Any proposed transferee shall be subject to all the conditions and restrictions contained in this Agreement, as they apply to the property or interests so transferred.

B. Approved Developer Transfers. Notwithstanding Section 702 A., the Agency hereby consents to:

(1) Any mortgage which the Developer may cause to attach to the Project Site, provided that:

a. None of the Project Site owned by the City or the Agency (including improvements thereon) or identified for siting Public Improvements shall be used as security for such mortgage;

b. The terms of this Agreement and the Agency's and the City's interest in the Project Property shall not be subordinated to such mortgage;

c. The mortgagee's loan documents shall indicate that any person acquiring an interest in the Project as a result of the sale, assignment or other transfer of the mortgagee's interest, including a transfer of title as a result of foreclosure, shall be subject to the terms of this Agreement and the Master Plan;

d. The Developer provides the Agency with copies of all agreements related to the mortgage at least ten (10) days prior to the effective date of closing or funding of the mortgage loan, and any other information necessary for the Agency to determine whether such transfer complies with the requirements of this Agreement.

(2) A transfer to a partnership or limited liability company of which the Developer or one of its members is the general partner of the partnership, or managing member of the limited liability company and controls 51% or more of the partnership or limited liability company.

Article 8 COVENANTS; NONDISCRIMINATION

§801 Covenants as to Uses.

The Developer covenants and agrees that during construction and thereafter, the Developer shall devote the Project Site to the uses specified in the Master Plan, as generally identified in the Scope of Development. The Public Improvement Plan, the Master Plan— and the Scope of Development shall be in compliance with the Urban Renewal Plan, the Keizer Station Plan and the Keizer Development Code. The foregoing covenant shall run with all of the Project property now owned or later acquired by Developer. The parties shall agree on a form of covenant to be recorded against the Project Site, ~~pursuant to Section 314~~ as provided in Section 305.I.

§802 Nondiscrimination.

The Agency and the Developer covenant that they shall not discriminate against or segregate any person or group of persons on account of race, color, creed, religion, handicap, sex, sexual preference, marital status, national origin, or ancestry in the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall they establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenants set forth in this section shall run with the land.

Article 9 FINANCING OF THE PROJECT

§901 Financial Commitments by the City and the Agency.

A. Subject to the terms and conditions of this Agreement and an intergovernmental agreement between the City and the Agency, Agency shall pay \$4,500,000 of LID the Project toward the costs of the Public Improvements.

B. Subject to the terms and conditions of this Agreement, including the conditions set forth in Section 311, and the provisions of Article 12, initiate the formation of the LID to generate bond proceeds, from the sale of bonds, with a payment period consistent with applicable laws, and use such proceeds for construction of the Public Improvements; provided, however, that in no event shall the appraised value of the real property comprising the Village Center, Retail Service Center, and Commerce Center Areas after the construction of the ~~public infrastructure~~ Public Improvements contemplated by this Agreement be less than three times the amount of the LID.

C. The Agency shall request that the City disclose to, and set up all arrangements for collection by, the Developer of all rebates and refunds, if any, available to the Developer by reason of Private Improvement infrastructure costs incurred by Developer in the development of the Project, including, but not limited to, for the oversizing of utilities.

D. Developer understands that the Agency or the City shall establish a methodology for a tax overlay district encompassing Area A of Keizer Station that reimburses the City of Keizer and the Keizer Fire District for additional public safety resources needed to serve the Area due to its development. The tax overlay methodology will be fair and only reimburse the City and the Keizer Fire District for their true costs of providing service to this area. One example of a methodology that could be used includes a tax per square foot of leasable building with a differential rate depending on the type of activity that is intended to occur at each location (the intent being to recognize that different uses create different demands for service from different service providers.) The tax overlay shall sunset at such a time as Area A is removed from the Keizer Urban Renewal District or a power generation facility creating at least \$200,000,000 in assessed taxable value comes on line at Keizer Station. The Developer, its successor and assigns, waives any right it has to remonstrate against the creation of such district. ~~{need follow up on this item}~~

§902 Financial Commitments by the Developer.

A. Developer shall pay for, and bear the entire cost of purchasing, the Developer Parcels and the Acquisition Parcels in accordance with the terms and conditions of this Agreement.

B. Developer shall pay for such signage and identification as the Developer and its tenants within the Project deem necessary and appropriate for its successful development, subject to the Agency's approval, which shall not be unreasonably withheld, and in accordance with all applicable state and local laws.

~~C. Developer shall pay all costs in connection with offsite development level transportation mitigation imposed by the City through an area specific systems development charge adopted in accordance with applicable State laws. Developer acknowledges and agrees that City may develop and apply an area specific transportation SDC and that the costs associated with off-site mitigation shall be considered through such an SDC.~~

~~D.C.~~ Developer shall pay all other costs relating to the construction and development of all of the Private Improvements.

§903 Developer's Additional Covenants.

~~The Developer covenants with the City and the Agency that, upon completion of the Project, D. Upon completion of the Project, the Developer shall assume liability for payment of the debt service on the any LID payments with respect to Parcels that the Developer then owns.~~

~~The Developer further covenants with the City and the Agency that it shall not contest the creation of any local improvement districts, or the use of any other public financing, with respect to the development of public infrastructure and facilities within the Sports Center Area, at least to the extent such financing and improvements, or portions thereof, directly benefit the Sports Center Area.~~

Article 10 DEFAULT AND REMEDIES; TERMINATION

§1001 Default/Cure.

A. Default by the Developer. The following shall constitute defaults on the part of the Developer:

1. Any breach of provisions of this Agreement, whether by action or inaction, which continues and is not remedied within thirty (30) days after the Agency has given notice to the Developer specifying the breach; provided that if such breach cannot with due diligence be cured within a period of thirty (30) days, the Agency shall allow the Developer a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the Developer diligently proceeds to affect a cure and the cure is accomplished within the longer period of time granted by the Agency:

2. Any assignment by the Developer for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over the Developer;

3. The failure of the Developer to pay when due any tax, assessment, lien or other charge having priority over the Agency's interests in the Project. However, the Developer shall not be deemed in default under this Agreement for failure to pay a tax, assessment, lien or other charge if the Developer is contesting the same in good faith and, if necessary to avoid foreclosure, has furnished an appropriate bond of other undertaking to assure payment in the event the Developer's contest is unsuccessful; or

4. The failure of the Developer to pay when due any amount owing to the Agency or City under this Agreement.

B. Default by the Agency. The Agency shall be in default under this Agreement if it breaches any of the provisions of this Agreement, and such breach continues and is not remedied within thirty (30) days after the Developer has given notice to the Agency specifying the breach; provided that if such breach cannot with due diligence be cured within a period of thirty (30) days, the Developer shall allow the Agency a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the Agency diligently proceeds to affect the cure and the cure is accomplished within the longer period of time granted by the Developer.

§1002 Remedies Before City Formation of LID, Commencement of Construction of Public Improvements, or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults prior to formation of the LID (or, if no LID is formed, prior to the commencement of construction of the Public Improvements) or prior to the Agency's acquisition of one or more of the Acquisition Parcels, the non-defaulting Party or parties may, as an exclusive remedy, terminate this Agreement, and all rights and obligations of the parties under or arising from this Agreement shall immediately terminate.

§1003 Remedies Subsequent to City Formation of LID, Commencement of Construction of Public Improvements, or Agency Acquisition of Acquisition Parcels.

In the event either Party defaults after formation of the LID (or, if no LID is formed, after the commencement of construction of the Public Improvements) or after the Agency's acquisition of the Acquisition Parcels, the non-defaulting Party shall be entitled to such remedies for breach of contract as may be available under applicable law including (without limitation) the remedy of specific performance. In addition, the Agency shall have the right to make a claim on the bond provided by Developer pursuant to and for the purposes set forth in Section 311, and, subject to the right of any mortgagee to cure the default, to take any and all actions as may be allowed, at law or in equity, for the enforcement of this Agreement.

§1004 Termination.

A. Elections upon Non-Occurrence of Conditions. Except as provided in Section 1004B, if any condition in Section 311 is not fulfilled to the satisfaction of Agency on or before the dates set forth in the Schedule of Performance, Agency may elect to:

(1) Terminate this Agreement, which termination shall become effective sixty (60) days after the notice of termination is sent ("**Termination Date**") unless, before the sixty (60) day period ends, the Developer fulfills such condition or conditions to the satisfaction of the Agency in its sole discretion; or

(2) Waive in writing the benefit of that condition and proceed in accordance with the terms hereof; or

(3) Extend the Termination Date by which the Developer must satisfy the applicable condition, if the condition can be satisfied by the Developer and if the Developer agrees in writing to the extension.

B. Final Termination Date. If all of the conditions under Section 311 have not been satisfied, waived or otherwise resolved pursuant to this Agreement three hundred sixty-five (365) days after the Agency's and City's approval of the Public Improvement Plan ("**Final Termination Date**"), then the parties' rights and obligations to develop the Project under this Agreement shall automatically terminate on such date unless the date is extended by agreement of the Parties prior to the Final Termination Date.

C. Effect of Termination for Failure of Conditions Precedent. If this Agreement is terminated for failure of satisfaction of the conditions set forth in Section 311, and such failure is not the result of a breach of this Agreement by either Party, then the termination shall be the Parties' sole remedy.

§1005 Mortgage Provisions.

A. Mortgagee Not Obligated To Construct. Notwithstanding any of the provisions of this Agreement, excepting those which are covenants running with the land, a Mortgagee holding any mortgage or trust deed authorized under this Agreement shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion.

(1) Nothing in this paragraph or any other paragraph or provision of this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Project Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Master Plan, Urban Renewal Plan, the Keizer Station Plan and in this Agreement. All improvements constructed by such Mortgagee shall be consistent with and conform to the terms and conditions of this Agreement. The Parties agree that the covenants of this paragraph (1) shall survive conveyance of property, if any, from the Agency. The Developer agrees to execute and record any restrictive covenants to put third parties on notice of the foregoing conditions for development or use of the Project Site.

(2) For purposes of this paragraph A, the term "Mortgagee" shall include any mortgagee or any other party as owner of the Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a mortgage.

B. Copy of Notice of Notice of Default of Mortgagee. Whenever the Agency shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the Agency. Failure of Agency to deliver such notice shall not in any way limit Agency's rights under this Agreement.

C. Mortgagee's Option to Cure Defaults. After any default in or breach of this Agreement by the Developer, or its successor in interest, each Mortgagee shall (insofar as the rights of the Agency are concerned) have the right after the failure of the Developer to cure or remedy said default or breach, at its option, to cure or remedy such breach or default within sixty (60) days, and if permitted by its loan documents, to add the cost thereof to the mortgage debt and the lien of its mortgage. If the breach or default is with respect to construction of the Private Improvements, nothing contained in this paragraph or any other paragraph of this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the Private Improvements, provided that the Mortgagee notifies the Agency in writing of its intention to complete such improvements according to the provisions of this Agreement.

§1006 Nonexclusive Remedies.

The rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by either of the Parties of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party including, without limitation, the right to compel specific performance.

§1007 Force Majeure.

For the purposes of any of the provisions of this Agreement neither the Agency nor the Developer, as the case may be, nor any successor in interest to either of them shall be considered in breach of or default in its obligations with respect to the preparation of any element of the Project Site for development, preparation and submission of plans and drawings, the beginning and completion of construction of the Project, or any other obligations created hereunder or progress in respect thereto, in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault, acts of God or of the public enemy, acts of the government (provided that the Agency's or the Developer's acts will not relieve it from responsibility hereunder), acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of suppliers or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay the time or times for performance of the obligations of the Agency or the Developer, as the case may be, shall be extended for the period of the delay; provided, however, that neither Party shall be excused under this Section from performance of any of its obligations for a period longer than one (1) year in the aggregate; and provided, further, that in no event shall the financial incapability of a party relieve it from its obligations hereunder.

Article 11 REIMBURSEMENTS BY THE DEVELOPER

§1101 — Reimbursements by the Developer.

A. — Reimbursement Amounts.

If the Developer fails to meet the design development drawings or construction deadlines as provided in Section 602, it shall reimburse the Agency a portion of the Agency's contribution of \$2,500,000 to the ~~LHD~~ Project cost (the "**Reimbursement**"). The total Reimbursement amount of \$2,500,000 shall be divided into fourteen (14) equal amounts of \$178,571. Developer's reimbursement obligations shall arise and Developer shall ~~owe~~pay Agency \$178,571 for each halfstage of each element of the Private Improvements (i.e., the submittal of the Design Development Drawings and the construction of such element) that is not completed by Developer in accordance with the Schedule of Performance and Section 602. The Reimbursement payments shall be the property of the Agency, held in a separate interest-bearing account until the earlier of completion of all Private Improvements or the tenth anniversary of the ~~Effective Date~~approval date of the Master Plan, at which time all funds remaining in the account may be moved from the account, mingled with other Agency funds and used in part or in

full by Agency.

§1102B.—Reconciliation of Reimbursement Payments.

To the extent Developer has been obligated to and has made Reimbursement payments, Agency shall return all such payments (less Agency's administrative costs associated with establishing and maintaining the account) to Developer if Developer completes construction of at least 90% of the Private Improvements within seven (7) years from the Effective Date approval date of the Master Plan. Agency shall return 50% of such Reimbursement payments (less Agency's administrative costs associated with establishing and maintaining the account) if Developer completes construction of at least 65% of the Private Improvements within seven (7) years from the Effective Date approval of the Master Plan.

§1103C.—No Building Permit During Outstanding Reimbursement.

Until the portion of the Reimbursement due hereunder is paid by the Developer, Developer shall be prohibited from submitting to the City an application for a building permit for any subsequent element of the Project. Neither Developer's payment nor Agency's rights pursuant to or under this Section 1101 shall limit or preclude the exercise by Agency of any other rights and remedies under this Agreement.

Article 12 PUBLIC IMPROVEMENTS WITH NO LID

In the event no LID is formed for any reason, then the Developer shall design, obtain approvals and permits for, and complete construction of, the Public Improvements as described and depicted in Attachments 2 and 8 and in accordance with the Schedule of Performance and the following shall apply.

A. The design of the Public Improvements shall be subject to the Agency's approval and in compliance with the Keizer Street Standards and the design standards of the Development Code.

B. The construction contract shall be competitively bid and Little Davis-Bacon wages shall be paid to all laborers performing work in connection therewith, in compliance with ORS 279.348-279.365.

CA. Upon completion and acceptance by the City of, and in consideration for, construction of the Public Improvements and the dedication to the City or the Agency of those portions of the Developer Parcels and Acquisition Parcels intended for public use, the Agency shall pay the Developer the sum of \$4.5 million cash, which payment shall satisfy the requirements of Section 901.A.; provided, however, that the Agency shall not be obligated to pay such sum unless the Developer completes construction of the Public Improvements in accordance with the City's approval on or before the expiration of the 365-day period for completion of Element 1 of the Private Improvements, as provided in Section 602.E.

BD. The amount of the performance and payment required by Section 311.M. shall be reduced to \$2.5 million, and the reduction of the amount of such bond, as provided in such section, shall occur only upon the reduction of the Developer's obligations under Section 1101.

EC. The nonremonstrance agreement referred to in Section 501.I. shall bestay in effect effective until construction of the Public Improvements are is complete, and the same has been accepted by the City.

Article 1213 GENERAL PROVISIONS

§121301 Project Managers.

A. Agency Project Manager. For the purposes of making determinations on or revising, where permitted, provisions of this Agreement on behalf of the Agency, or otherwise to represent the Agency with respect to the Project, the Agency shall designate a Project Manager, to be approved by the Developer. Upon the initial execution of this Agreement, the Agency Project Manager shall be Peterson Engineering, Inc.

B. Developer Project Manager. For the purpose of making determinations on or revising, where permitted, provisions of this Agreement on behalf of the Developer, or otherwise to represent the Developer with respect to all elements of the Project, the Developer shall designate a Project Manager, to be approved by the Agency. Upon initial execution of this Agreement, the Developer Project Manager shall be RPS Development Company, Inc.

C. Selection of Contractor; CEM. If the LID is formed, The Agency Project Manager and the Developer Project Manager shall work together in a cooperative and efficient fashion to the greatest extent practicable. The Agency shall seek input from the Developer as Agency and City are considering engineering plans and other information pertinent to the general contractor construction bid package for the LID project. Prior or subsequent to selection of such contractor, the Agency may elect to contract with an independent Construction Engineering Management firm ("CEM") to oversee the day-to-day operations of the construction of the Project. Due to the public/private partnership nature of the Project, and in recognition of the significant investment each party has made to promote the success of the Project, and understanding the necessity to seamlessly coordinate the public and private portions of the infrastructure improvements necessary to develop the Project, Developer shall be considered for such position in accordance with the selection process utilized by the Agency. The criteria likely to be considered by the Agency in making its selection shall include, but not be limited to the experience, capability and reputation of individuals or firms which could provide CEM services and the cost of such services (including the cost savings that may be available through contracting with Developer).

§121302 Conflict of Interests.

No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No elected or appointed official, employee or agent of the Agency shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successor or on any obligations under the terms of this Agreement.

§421303 Notice.

A notice or communication under this Agreement by either Party to the other shall be deemed given or delivered forty-eight (48) hours after being dispatched and delivered by private messenger service, or registered or certified U.S. mail; postage prepaid, return receipt requested, and:

- A.** In the case of a notice or communication to the Developer, addressed as follows:

Northwest National, LLC
245 13th Street
Salem, Oregon 97301
Attn: Charles A. Sides

With copies to:

Richard W. Miller
Cosgrave Vergeer Kester LLP
805 S.W. Broadway, 8th Floor
Portland, Oregon 97205

And to:

Alan M. Roodhouse
RPS Development Company, Inc.
2653 High Heaven Road
McMinnville, Oregon 97128

- B.** In the case of a notice or communication to the Agency, addressed as follows:

Chris Eppley
Executive Director
930 Chemawa Road
Keizer, Oregon 97303

With a copy to:

E. Shannon Johnson
Lien & Johnson
4855 River Road North
Keizer, Oregon 97303

or addressed in such other way in respect to either party as that party may, from time to time, designate in writing dispatched as provided in this section. Notice given in any other manner shall be effective upon receipt by the party for whom the same is intended.

§121304 Merger and Integration.

None of the provisions of this Agreement are intended to or shall be merged by reason of a Deed transferring title to any parcel within the Project Site from the City to the Developer or from the Agency to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

§121305 Headings.

Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

§121306 Waivers.

No waiver made by a party with respect to the performance, or manner or time hereof, of any obligation of another party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the party making the waiver. No waiver by the City, the Agency or the Developer or any provision of this Agreement or any breach thereof, shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

§121307 Attorneys' Fees.

In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

§121308 Time of the Essence.

Time is of the essence of this Agreement.

§121309 Choice of Law.

This Agreement shall be interpreted under the laws of the State of Oregon.

§121310 Construction.

In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

§121311 Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

§121312 Entire Agreement.

This Agreement and the attachments hereto, which are incorporated herein by reference, are the entire agreement between the parties relating to the subject matter in this Agreement. There is no other oral or written agreement between the parties with regard to this subject matter. There are no oral or written representations made by either party, implied or express, other than those contained in this Agreement.

§121313 Modifications.

Any modifications to this Agreement shall be made in writing and executed by all parties to this Agreement.

§121314 Successors and Assigns.

The benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the heirs, successors and assigns of the Parties, including any Mortgagee permitted by this Agreement and anyone acquiring an interest in the Project, or any portion thereof, at foreclosure. The covenants, rights, benefits and obligations of the Agency and the Developer and their remedies for breach thereof shall be covenants and conditions running with the land. This Agreement shall be recorded with the Marion County clerk at the expense of the Developer.

§121315 Place of Enforcement.

Any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Marion County, or the United States District Court for the District of Oregon.

§121316 No Partnership.

Nothing contained in this Agreement or any acts of the parties hereby shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

§121317 No Third Party Beneficiaries.

Neither anything in this Agreement contained nor any acts of the parties hereby shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties.

§121318 Representation by Counsel.

Each of the parties has been represented by counsel in the negotiation and preparation of this Agreement. No presumption shall exist (i) in favor of a party by reason of the authorship of any provision of this Agreement or other transaction document by any other party or that party's counsel or (ii) against a party by reason of the authorship of any provision of this Agreement or other transaction document by that party or that party's counsel.

§121319 Nonwaiver of Government Rights.

Subject to and except as expressly set forth by the terms and conditions of this Agreement, by making this Agreement and delivery of the Deeds, the City and the Agency are specifically not obligating themselves, or any governmental agency with respect to any discretionary action relating to construction, development or operation of the improvements to be constructed on the Project Site, including, but not limited to, rezoning, variances, vacations, environmental clearances or any other governmental agency approvals which are or may be required.

§121320 Approvals.

Where approvals of the Agency or the City are required, the Agency will approve or disapprove or cause the City to approve or disapprove, within thirty (30) days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided herein to the contrary. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, except where rights of approval are reserved to the Agency's or the City's sole discretion. The Developer, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to the Agency or the City, as applicable, within thirty (30) days after receipt of the notice of disapproval, or, unless such disapproval is within the sole discretion of the Agency or the City.

§121321 Estoppel Certificates.

The Agency and the Developer shall at any time and from time to time, within thirty (30) days after written request by the other, execute, acknowledge and deliver to the party which as requested the same or to any prospective mortgagee, tenant or subtenant designated by the Developer, a certificate stating that (i) the Agreement is in full force and effect and has not been modified, supplemented or amended in any way, and if there have been modifications, the Agreement is in full force and effect as modified, identifying such modification agreement; and if the Agreement is not in force and effect, the certificate shall so state; and (ii) all conditions under the Agreement to be performed by the Agency or the Developer, as the case may be, have been satisfied and, as of the date of such certificate, there are no existing defenses or offsets which the Agency or the Developer, as the case may be, has against the enforcement of the Agreement by the other party, or, if such offsets, the certificate shall so state.

§121322 Good Faith and Fair Dealing Obligations.

The parties intend that the obligations of good faith and fair dealing apply to all actions on the part of either party under to this Agreement, notwithstanding the ability of either party to act, or to refrain from acting, in its "discretion" or its "sole discretion."

§121323 Calculation of Time.

All periods of time referred to herein shall be calendar days and include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Oregon, the period shall be extended to include the next day which is not a Saturday, Sunday, or a legal holiday in the State of Oregon.

§121324 Compliance with Laws.

Developer shall comply with all applicable federal, state and local laws in the construction of the Project, including the Plazas which constitute public improvements and, as such, trigger specific state laws, and in fulfilling its obligations under this Agreement, including but not limited to, the Americans with Disabilities Act (42 USC Section 12101, et seq.). Developer represents and covenants that it is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Agreement. Developer further represents and covenants that it has filed federal and state income tax returns in the name of the business, for the previous year, for labor or services performed as an independent contractor in the previous year.

The condemnation and LID procedures set forth in the Agreement are not intended to be exclusive and are in addition to the procedures mandated by all other applicable state and local laws. To the extent of any conflict between such laws and the terms of this Agreement, the former shall control.

§121325 Waiver of Surety Defenses.

Developer and its successors and assigns, and all persons (except the Agency), who are or shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waive, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, all claims and defenses based upon extension of time, indulgence, or modification of terms of Agreement.

§121326 Pledging of Tax Increment Funds: Creation of Debt.

The parties acknowledge and agree that the Agency has not pledged any of its tax increment revenues to any amounts due under this Agreement. The parties further acknowledge and agree that the Agency's outstanding and future bonds, notes and other debt obligations have a superior lien on the tax increment revenues to any amounts due under this Agreement and that the obligations of the Agency do not constitute a debt of the Agency or the City or any other political subdivision of the state.

§121327 Statutory Disclosure.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

§121328 Recording.

This Agreement, or an abstract hereof, shall be recorded in the deed records of Marion County.

**URBAN RENEWAL AGENCY
OF THE CITY OF KEIZER**

By: _____

NORTHWEST NATIONAL, LLC

By: _____

STATE OF OREGON)
) ss.
County of Marion)

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

Notary Public in and for the State of Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on _____, by
_____, as the manager of Northwest National, LLC.

Notary Public in and for the State of Oregon
My Commission expires: _____

LIST OF ATTACHMENTS

- Attachment 1 - Boundaries and Depiction of Project Site
- Attachment 2 - Scope of Development
- ~~Attachment 3A - Schedule of Performance - Agency~~
- ~~Attachment 3B - Schedule of Performance - Developer~~
- ~~Attachment 4 - City Parcel~~
- Attachment 35 - Developer Parcels
- Attachment 46A - Acquisition Parcels
- Attachment 56B - List of 27 parcels located in Village Center Area
- Attachment 67 - Assessor's Tax Maps
- Attachment 78 - Map of Road Improvements
- Attachment 89 - Form of Bond

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 1

Boundaries and Depiction of Project

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 2

Scope of Development City Parcel

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 3 A

Schedule of Performance – Agency

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 3 B

Schedule of Performance—Developer

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 4

City Parcel

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
E	202-B	63 W 36BC	06000	3.10	B - Retail Service Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 53

Developer Parcels

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
A	204-A	6 3 W 36BD	00100	2.18	A - Village Center Area
B	204-B	6 3 W 36AC	00500	2.69	A - Village Center Area
C	204-C	6 3 W 36AC	00600	0.47	A - Village Center Area
D	204-D	6 3 W 36AC	00700	0.47	A - Village Center Area
E	204-E	6 3W 36AB	00900	0.72	A - Village Center Area
F	204-F	6 3W 36AC	00100	1.48	A - Village Center Area
G	204-G	6 3W 36AC	00300	0.46	A - Village Center Area
H	204-H	6 3W 36AC	00400	1.38	A - Village Center Area
I	204-I	6 3W 36AB	01200	0.79	A - Village Center Area
J	204-J	6 3W 36AC	01400	2.92	A - Village Center Area
K	204-K	6 3W 36BD	00500	2.85	A - Village Center Area
L	204-L	6 3W 36AB	00400	1.80	A - Village Center Area
N	204-N	6 3W 36BC	06100	0.20	B - Retail Service Area
O	205-A	06 3W 36A	00500	15.17	A - Village Center Area
P	205-B	06 3W 36A	00600	12.61	A - Village Center Area
Q	205-C	06 3W 36A	00700	7.85	A - Village Center Area
R	205-D	06 3W 36AB	00100	5.38	A - Village Center Area
S	205-E	06 3W 36AB	00500	1.18	A - Village Center Area
T	205-F	06 3W 36AB	01300	2.98	A - Village Center Area
U	205-G	06 3W 36BD	00200	2.43	A - Village Center Area
V	205-H	06 3W 36BD	00400	1.04	A - Village Center Area
W	205-I	06 3W 36AC	00900	5.13	A - Village Center Area
X	205-J	06 3W 36AC	01100	2.71	A - Village Center Area
AP-K	206-L-6	06 3W 36AB	00700	1.00	A - Village Center Area
AP-L	206-M-6	06 3W 36AB	00600	0.92	A - Village Center Area
AP-M	206-N-6	06 3W 36AB	00800	3.02	A - Village Center Area
AP-N	206-O-7	06 3W 36AB	01000	0.48	A - Village Center Area
AP-O	206-P-8	06 3W 36BD	00900	0.82	A - Village Center Area
AP-R	206-S-9	06 3W 36AB	01100	0.80	A - Village Center Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 46

Acquisition Parcels

Letter Designation	Map Index	Tax Map	Tax Lot	Acres	Plan Area Designation
A	206-A-1	06 3W 36AB	00200	0.60	A - Village Center Area
B	206-B-1	06 3W 36AB	00300	0.91	A - Village Center Area
C	206-C-2	06 3W 36AC	00800	0.59	A - Village Center Area
D	206-D-3	06 3W 36AC	01200	0.81	A - Village Center Area
E	206-E-3	06 3W 36AC	01300	1.86	A - Village Center Area
F	206-F-4	06 3W 36AC	01500	2.47	A - Village Center Area
G	206-G-4	06 3W 36BD	00600	0.43	A - Village Center Area
H	206-H-4	06 3W 36BD	00700	0.28	A - Village Center Area
I	206-I-4	06 3W 36BD	00800	1.11	A - Village Center Area
J	206-J-5	06 3W 36BD	00300	0.95	A - Village Center Area
P	206-Q-9	06 3W 25	04200	6.27	A - Village Center Area
Q	206-R-9	06 3W 25	04500	10.01	A - Village Center Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT

OF KEIZER STATION

Attachment 5

List of 27 Parcels Located in Village Center Area

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 67

Assessor's Tax Maps

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 78

Map of Road Improvements

AGREEMENT FOR DISPOSITION AND DEVELOPMENT
OF KEIZER STATION

Attachment 89

Performance and Payment Form of Bond

I am Gary N. Miller
And I live at 4375 Bren Loop, Salem, Oregon ...

10/20/03

Shac

And last Saturday, we finished planting a wetland! Not a huge wetland, about an acre ... but a wetland that took over 4 years to budget, permit, design and execute at a cost of nearly \$100,000, and a lot of community support!

At the BBQ after the planting on Saturday, Jackie Moir and I got to talking about how we, as a society, have a general tendency to focus on the negative things we see and hear ... like a student who won't get off the bus, or ... well, just take a look at Sunday or Monday's "Local" section in the Statesman. Not much good happening in Salem/Keizer as far as I can tell.

At the same time, community efforts that pull students, public servants, and citizens at large together to improve our local environment, like the one we participated in last Saturday, are virtually ignored. And if we base our view of this community on only what we read in the paper and see on TV, we're going to miss some important opportunities to acknowledge the REAL contributions people make. It is in that spirit that tonight I wanted to thank over 100 volunteers from the Keizer city council, public works and the parks boards, girl scouts, boy scouts, several local churches, Young life, a number of individual citizens who just came to help, some very special ex-students of mine, participating members of the watershed council (Monte Graham, Jon Falk, Gordon Brinser, Heather O'Donnell, and Bob Roth), Marion Soil and Water Conservation Board, North High, Blanchett, Forest Ridge Elementary, Claggett Creek Middle school, and especially all of the students and staff at McNary who helped bring this project to fruition!

There are still three years worth of monitoring to continue ... and the science department at McNary has just received a \$4000.00 grant from the Salem Schools Foundation to add technology to the monitoring effort. That means that students in a number of local schools and across a number of disciplines are likely to continue to participate in environmental education projects of different types associated with this wetland in years to come. So while the work isn't done, the lion's share of the construction is complete, and for that I am immensely grateful!

Sincerely,
Gary N. Miller
Science/Health Dept Chair/McNary High School
President/Claggett Creek Watershed Council

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, October 20, 2003

7:00 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

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

5. PUBLIC HEARINGS

6. COMMITTEE REPORTS

- a. Recognition of Citizens from September 25, 2003 arrest (Steve Walen, Zach Shuler, Danny Rung, Patrick Daily, Taylor Hermes, and William Dane)
- b. Swearing In of Keizer Police Officer Darsy Olafson
- c. Appointments to Keizer Points of Interest Committee

7. OTHER BUSINESS

This time is provided to allow the Mayor, Council members or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.

- New Business
- Old Business

8. ADMINISTRATIVE ACTION

- a. **RESOLUTION** – Authorizing the City Manager to Direct Removal of No Parking Signs on Northern Heights Loop

- b. **ORDINANCE** – Amending the Reimbursement District Ordinance No. 2003-485
- c. **RESOLUTION** – Establishing Application Fee for Public Improvement Reimbursement District Agreements

9. CONSENT CALENDAR

- a. **RESOLUTION** – Authorization of Expenditure of Specific Purpose Funds
- b. **RESOLUTION** – Authorization for Disposition of Surplus Property (Niko)
- c. **RESOLUTION** – Authorization for Supplemental Budget
- d. Approval of June 2, 2003 Regular Session Minutes
- e. Approval of June 16, 2003 Regular Session Minutes
- f. Approval of June 23, 2003 Special Session Minutes
- g. Approval of July 21, 2003 Regular Session Minutes
- h. Approval of August 4, 2003 Regular Session Minutes
- i. Approval of August 11, 2003 Work Session Minutes
- j. Approval of August 18, 2003 Regular Session Minutes
- k. Approval of August 25, 2003 Special Session Minutes

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

November 3, 2003
7:00 p.m. City Council Meeting

November 10, 2003
12:00 p.m. (Noon) Work Session

12. ADJOURN

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



October 20, 2003

AGENDA ITEM 6a

RECOGNITION OF CITIZENS FROM SEPTEMBER 25, 2003 ARREST

COUNCIL MEETING: October 20, 2003

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: CHIEF MARC ADAMS
KEIZER POLICE DEPARTMENT**

SUBJECT: SEPTEMBER 25, 2003 ARREST

On September 25, 2003 a burglary suspect was arrested by the Keizer Police Department. Several citizens were instrumental in this arrest and it is the desire of the department to recognize these individuals.

McNary High Varsity Football Players

Zach Shuler
Danny Rung
Taylor Hermes
Patrick Daily

Citizens who participated:

Steven Walen
William Dane



KEIZER POLICE DEPARTMENT

PRESS RELEASE #03-10999

INCIDENT TYPE:

**Burglary / Hit & Run Suspect Arrested
McNary High School Football Wins off the field**

DATE/TIME:

Thursday, September 25, 2003

LOCATION:

**5000 Block Joan Drive North Keizer, Oregon
6900 Block Windsor Island Road North (Marion County)**

VICTIM:

Jerri Weathers, Windsor Island Road North Keizer, Oregon

ARRESTED:

**Michael Paul McWilliams W/M 10-26-64 (38 Years)
2389 Laurel Avenue NE Salem, Oregon**

Charged with:

2 Counts First Degree Burglary	Bail \$ 80,000
1 Count Unauthorized Use of a Motor Vehicle	Bail \$ 10,000
1 Parole Violation Warrant	Bail \$ 0
1 Warrant for Unauthorized Use of a Motor Vehicle, Driving Under The Influence of Intoxicants, and Possession of a Controlled Substance	Bail \$ 0
5 Counts Reckless Driving	Bail \$ 25,000
3 Counts Failure to Perform the Duties of a Driver	Bail \$ 15,000
1 Count Driving While Misdemeanor Suspended	<u>Bail \$ 5,000</u>

Total Bail \$ 135,000

SUMMARY:

Late Thursday afternoon, September 25, 2003 at about 3:51 p.m. Keizer officers were dispatched to the area of Windsor Island Road North near Lockhaven Drive North to investigate a report of one vehicle that appeared to be chasing a larger moving truck in that area. The caller reported it appeared the vehicle that was chasing the truck was possibly the victim of a theft and was attempting to apprehend the suspect who was trying to flee with the victim's property.

Officers responded to the area as several additional calls were made to 911 by concerned citizens. Additional callers reported a vehicle appeared to be chasing a moving truck through the West Keizer neighborhood. The back door of the moving truck was reported to be open and items of property were reportedly falling out of the truck as it drove recklessly through the neighborhood with the other vehicle chasing it. Responding officers found areas where dresser drawers and other miscellaneous household items had fallen onto different roadways,

**Keizer Police Department – P.O. Box 21000 – 930 Chemawa Road N.E. – Keizer, Oregon 97303-1000
Phone: 503-390-3713 – FAX: 503-390-8295 – Email: www.keizer.org**

but were not able to immediately locate either vehicle. Neighbors from Steven Court, Cynthia Street, Chehalis Drive, Chehalis Court, and Joan Drive witnessed what was occurring and some accessed their own vehicles to give chase.

By this time officers were in the area and were receiving first hand reports of numerous hit and run accidents the moving truck had been involved in, and of reckless driving where a few pedestrians reported they were almost struck by the moving truck as it sped through various neighborhoods. About this time officers received information the Marion County Sheriff's Office was responding to a reported residential burglary that had just occurred in the 6900 block of Windsor Island Road North. This address is just outside the Keizer Police Department's jurisdiction.

The driver of the truck finally stopped it in the 5000 block of Joan Drive North. The first vehicle that had been chasing it was still behind it at this time. Officers later learned the driver of the initial chase vehicle was Mrs. Jerri Weathers who had come home to find the suspect leaving her house after burglarizing it. The driver fled on foot from the truck and left the truck engine idling. Mrs. Weathers saw five young men standing in a driveway where the suspect had fled from the truck. She reportedly told these men the driver had burglarized her residence and was trying to get away. All five men then began chasing the suspect as he attempted to avoid being captured. Their chase went through yards on Joan Drive and Orchard Street for about five blocks until a sixth private citizen intervened to detain the fleeing suspect. All six men detained the suspect by holding him on the ground until police officers arrived moments later.

The suspect in this matter was identified as Michael Paul McWilliams. Once he was identified officers learned he had a warrant for his arrest for Parole Violation. The Marion County Sheriff's Office and the Keizer Police Department investigated the matter together and developed probable cause to believe Michael McWilliams had burglarized Mrs. Weather's residence, and had also committed numerous traffic crimes in Keizer as he attempted to avoid apprehension. Additionally the license plates had been removed from the vehicle Michael McWilliams had been operating and it had been reported as stolen earlier Thursday afternoon by the City of Salem.

Four of the six men who chased and apprehended Michael McWilliams were identified as Varsity Football players for McNary High Schools football team. They were identified as Zach Shuler, Danny Rung, Taylor Hermes, and Patrick Daily. Ironically none of these players had football practice Thursday afternoon as they had a team meeting scheduled later that evening. They had all be visiting each other when McWilliams made the mistake of abandoning the stolen vehicle in front of one of their residences before he fled on foot. The other individual who gave chase with these four men was a friend of the football players. He was identified as Steven Walen. The sixth individual who finally brought McWilliams to a stop was identified as William Dane.

Michael McWilliams was transported to the Marion County Correctional Facility where he was lodged on the above listed charges. Reference Keizer Police Incident # 03-10999 and Marion County Sheriff's Office Incident 03-22663.

The Keizer Police Department publicly recognized the McNary Football players at their Homecoming Pep Assembly earlier this morning in front of approximately 1800 students. All six individuals who assisted in apprehending Mr. McWilliams will be recognized by the City of Keizer in a more formal setting at an upcoming City Council meeting.

###

This press release has been submitted by: Sergeant Jeffrey K. Kuhns
If you have questions, contact the department P.I.O., Sergeant Jeffrey K. Kuhns
Office # 503-390-3713, Extension 144 or Cell # 503-932-7837

Keizer Police Department – P.O. Box 21000 – 930 Chemawa Road N.E. – Keizer, Oregon 97303-1000
Phone: 503-390-3713 – FAX: 503-390-8295 – Email: www.keizer.org



October 20, 2003

AGENDA ITEM 6b

SWEARING IN OF KEIZER POLICE OFFICER DARSY OLAFSON

COUNCIL MEETING: October 20, 2003

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: CHIEF H. MARC ADAMS
KEIZER POLICE DEPARTMENT**

SUBJECT: SWEARING IN OF POLICE OFFICER

ISSUE:

Shannon Johnson, City Attorney will be present to issue the oath of office to Keizer Police Officer Darsy Olafson.

Officer Olafson is a graduate of Western Oregon University and previously worked for the Newport Police Department. Officer Olafson and his wife have a new baby boy.



October 20, 2003

AGENDA ITEM 6C

APPOINTMENTS TO KEIZER POINTS OF INTEREST COMMITTEE

CITY COUNCIL MEETING: October 20, 2003

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER POINTS OF INTEREST COMMITTEE APPOINTMENTS

ISSUE:

In July 2003 the Keizer City Council adopted Resolution R2003-1426 establishing a Keizer Points of Interest Committee. The Committee is comprised of a Keizer Chamber of Commerce representative, a Keizer Area Visitors Association representative, a Keizer Heritage Museum representative, a Keizer Parks Advisory Board representative, and three citizens at large positions. Councilor Jim Taylor was appointed by Mayor Christopher to serve as the Council liaison to this Committee.

At the September 11, 2003 Volunteer Coordinating Committee meeting five applications were reviewed and discussed for the citizen at large positions. Three of the five candidates appeared before the Committee to give brief oral presentations on their background and qualifications for the appointments. Upon conclusion of the presentation and discussion, the Committee unanimously recommended the appointments of June Abbott, Terri Hoag, and Jerry McGee to fill the citizen at large positions.

In addition, the Volunteer Coordinating Committee unanimously voted to forward the recommendations received from the various community organizations for appointment by the City Council. These representatives are as follows:

- Keizer Chamber of Commerce – Matt Williams
- Keizer Area Visitors Association – Robyn Barney
- Keizer Heritage Museum – Barbara Clement
- Keizer Parks Advisory Board – Vickie Hilgemann

Each of the recommended applicants has been invited to the Council meeting to receive a proclamation for their volunteer service.

RECOMMENDATION:

It is recommended the Council accept the recommendation of the Volunteer Coordinating Committee and appoint the following members to the Keizer Points of Interest Committee:

- Jerry McGee – citizen at large
- June Abbott – citizen at large
- Terri Hoag – citizen at large
- Matt Williams – Keizer Chamber of Commerce representative
- Robyn Barney – Keizer Area Visitors Association representative
- Barbara Clement – Keizer Heritage Museum representative
- Vickie Hilgemann – Keizer Parks Advisory Board representative



October 20, 2003

AGENDA ITEM 8a

**RESOLUTION – AUTHORIZING THE CITY MANAGER TO DIRECT
REMOVAL OF NO PARKING SIGNS ON NORTHERN HEIGHTS LOOP**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR AND CITY COUNCIL

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

**SUBJECT: REMOVAL OF NO-PARKING SIGNAGE ON NORTHERN
HEIGHTS LOOP, NE IN COUNTRY GLEN NEIGHBORHOOD**

BACKGROUND

On August 20, 2003 Charles Shirley contacted the City requesting that the posted No-Parking signage on Northern Heights Loop, NE be removed. Mr. Shirley presented a signed petition of his neighbors with the request.

Northern Heights Loop was constructed in 1990 at a width of 30-feet from curb to curb. At that time, the development code only allowed parking on one side of the street for a 30-foot wide facility.

The most recent update to the development code now allows parking on both sides of the street for a 30-foot facility.

Public Works and the Keizer Fire District have reviewed the request and have no comments to submit.

RECOMMENDATION

Staff recommends that Council approves the attached resolution and authorize the City Manager to direct the Public Works Department to remove the No-Parking signage from Northern Heights Loop, NE. Yellow Curbs will be painted at the critical curves in the road to allow for free movement of emergency vehicles.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2003- _____

3
4
5 AUTHORIZING THE CITY MANAGER TO DIRECT THE REMOVAL OF
6 NO PARKING SIGNAGE ON NORTHERN HEIGHTS LOOP NE, KEIZER, OREGON

7
8
9 WHEREAS, when the County Glen subdivision was developed in 1990, the
10 development code allowed parking only on one side of a street for streets of a width of
11 30-feet from curb to curb; and

12 WHEREAS, the development code was recently updated to allow parking on both
13 sides of the street for streets of a width of 30-feet from curb to curb; and

14 WHEREAS, the residents of Northern Heights Loop submitted a petition to the City
15 requesting the no parking signage be removed in this area; NOW, THEREFORE

16 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
17 authorized to direct the Public Works Department to remove the No-Parking signage from
18 Northern Heights Loop NE, Keizer, Oregon.

19 BE IT FURTHER RESOLVED that yellow curbs will be painted at the critical curves
20 in the road to allow for free movement of emergency vehicles:

21
22 PASSED this _____ day of _____, 2003.

23
24 SIGNED this _____ day of _____, 2003.

25
26
27 _____
28 Mayor

29
30 _____
City Recorder

August 18, 2003

To: City Council of Keizer, Oregon

From: Charles W. Shirley
1499 Northern Heights Loop, NE
Keizer, Oregon

Subject: "No Parking" Signs Removal - Northern Heights Loop, NE

Dear Honorable Mayor, City Councilors and Support Staff,

As a committee of "one", I have taken the initiative to take steps to have three "No Parking" signs removed from our street in the Country Glen subdivision, for the following reasons.

1. Upgrade the street parking standard to allow parking on both sides of a 30 foot wide street, as per Keizer Development Code - May 1968 (Revised 01/02) Street Standards, Page 5.
2. Improve the quality of tranquility on a generally peaceful neighborhood street by;
 - a. Being able to park on your side of the street.
 - b. Not having intrusive cars parked directly in front of your home entry.
 - c. Not having local police issue parking citations to the residents (particularly new folks on the street), visiting relatives or friends.
3. All but two or three people, who are away or on vacation, and have property with access from the subject street have eagerly signed the enclosed Petition. There was not a single descending word from any of the residents questioned. Where there are two people at the same address, they are owners of the property. (Husband and wife.)

History:

When this subdivision was approved in the early estimated 1990, a thirty foot (30') wide street was permitted to have parking only on one side of the street, as parking on both sides would not allow the code standard of a twenty foot (20') "fire lane".

The street was posted with three (3) signs, one near the North end of the North./South leg, and two signs on the East/West leg of the street, approximately 400 feet apart, facing the street and reading "No Parking" with a two directional arrow below the words.

Coincidentally, these signs were placed on the property line behind the two mail boxes on the street.

- a. A normal thinking person would assume there was no parking on either side of the mail boxes.
- b. A proper sign, would have been facing traffic, stating "No Parking This Side of Street, Fire Lane" Everyone understands that, and certainly if the curb on that side of the street had been painted red.
- c. Most violators never saw the sign(s).

Page 2 - continued, "No Parking" Signs Removal - Northern Heights Loop.

Some time ago, I asked the District Fire Marshal, Mr. Joel Stein if he had objections to allowing parking on both sides of this 30 foot wide street . And he responded "No", and responded "Yes" if he was asked to accompany me before the City Council. He provided a copy of the "new code".

About ten days ago, I spoke with Mr. Bill Lawyer, Public Works Superintendent about the subject problem. He stated that if requested by the City Council to remove the signs, that he would do so promptly.

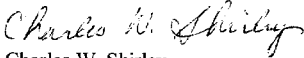
- a. Mr. Lawyer also stated that I should contact the Country Glen Neighborhood Ass'n and get its action.. I promptly called Mr. Chris Michelson and he stated that the Ass'n does not have regular scheduled meetings, and would contact me. He has not called as of this date. I don't believe this would have any impact on the rest of the subdivision, unless the cul-de-sac streets are 30 feet wide. The streets of Country Glen Ave., Horizon Ridge Dr. and Ridge Top Dr. are all 34 feet wide.

I have submitted a partial map of the Country Glen Subdivision, showing all of Northern Heights Loop and partial lengths of the latter three streets in the foregoing paragraph. It details the location of the three "No Parking" signs, along with appropriate photographs.

The residents of this street beg that the Honorable City Councilors give a favorable vote to have the signs removed. Please inform the undersigned, if a public hearing is required, and if so, when its earliest date could it be scheduled.

Thank you so much.

Most sincerely in Community Service,



Charles W. Shirley

Petition

The purpose of this petition to the City Council, City of Keizer, Oregon, is to ask for the removal of the "No Parking" signs on the South and East sides of Northern Heights Loop, NE in the Country Glen Subdivision. Since May 1998, the Keizer Development Code allows for parking on two sides of a 30 foot wide street, the width of the subject street.

The District Fire Marshal has inspected the street and would agree that a resulting 17 foot wide "fire lane" would be permissible under the current code.

We seek the City Councilors' favorable action to correct a nagging parking problem and allow parking on both sides of our street. All signers to this petition are residents of the Country Glen Subdivision, within the city limits of Keizer, Marion County, Oregon.

2003

	Yes	No	Name (Print)	Signature	Street Address
7/31	X		CHARLES W. SHIRLEY	Charles W. Shirley	1459 NO. HTS LOOP, NE
"	X		MIRNA SHIRLEY	Mirna Shirley	1499 NO. HEIGHTS LOOP, NE
8/1	X		JOHN FONTANA	John A. Fontana	1488 NO. HEIGHTS LOOP, NE
"	X		Barbara Fontana	Barbara Fontana	1488 NO. HTS LP, NE
"	X		JOHN PEARCE	John A. Pearce	1459 NO. HTS LP, NE
"	X		LYNN PEARCE	Lynn Pearce	1459 NO. HTS LP, NE
"	X		PAUL ROSE	Paul Rose	1478 NO. HTS. LP, NE
"	X		Nancy ROSE	Nancy Rose	1418 N. Hts Loop NE
"	X		Susan Canchela	Susan Canchela	1458 N. Hts LP, NE
"	X		Tom Canchela	Tom Canchela	1458 Northern Hts LP NE
"	X		JEFF MARTIN	JEFF MARTIN	1438
8/1	X		Peter Meek	Peter Meek	1429 Northern Hts Loop NE
"	X		Kim Martin	Kim Martin	1419 Northern Heights Loop NE
"	X		William Fochs	William Fochs	1478
"	X		JOHN E. FOCHS	John E. Fochs	1429 Northern Hts Loop NE
"	X		Brian Curry	Brian Curry	1394 NO. HTS LP, NE
"	X		Ken Wagner	Ken Wagner	1355 NO. HTS. LP, NE
"	X		Dorrie Wagner	Dorrie Wagner	1386 NO. HTS. LP, NE
"	X		WAYNE HUGHES	Wayne Hughes	1386 NO. HTS LP NE
"	X		Conrad Hughes	Conrad Hughes	1378 NO. HTS LP NE
"	X		Joe Billera	Joe Billera	1378 NO. HTS LP NE
"	X		Ann Harris	Ann Harris	1378 Northern Hts Loop NE Keizer 97
"	X		Arny Harris	Arny Harris	1367 No. Hts Loop NE
"	X		Bill Wenger	Bill Wenger	1367 Northern Heights Loop NE Keizer 97303
"	X		Nicole Thiele	Nicole Thiele	1366 Northern Hts LP NE Keizer 97303
7/31	X		Ryan Brown	Ryan Brown	1368 Northern Hts LP NE Keizer
7/31	X		Peggy Beggs	Peggy Beggs	1368 Northern Hts LP NE Keizer 97303
8/1	X		Mark H. Davis	Mark H. Davis	1468 Northern Hts LP NE Keizer
8/1	X		KARI BILLERA	Kari Billera	1468 Northern Hts LP NE Keizer 97
"	X		FOR RENT	FOR RENT	1376 NORTHERN HEIGHTS LP NE
9/1	X		Sharon Whitely	Sharon Whitely	1357 NO. HTS LP, NE
9/1	X		Angela Whitely	Angela Whitely	1367 No. Hts Loop NE
9/1	X		Carol Whitely	Carol Whitely	1367 Northern Heights Loop NE Keizer 97
9/1	X		Nancy Whitely	Nancy Whitely	1377 Northern Hts Loop
"	X		OBANDA DALL	OBANDA DALL	1522 COUNTRY GLEN, Keizer 97
"	X		ELINDA DALL	ELINDA DALL	" " " " " "

* CITED PARKING VIOLATION

Petition

The purpose of this petition to the City Council, City of Keizer, Oregon, is to ask for the removal of the "No Parking" signs on the South and East sides of Northern Heights Loop, NE in the Country Glen Subdivision. Since May 1998, the Keizer Development Code allows for parking on two sides of a 30 foot wide street, the width of the subject street.

The District Fire Marshal has inspected the street and would agree that a resulting 17 foot wide "fire lane" would be permissible under the current code.

We seek the City Councilors' favorable action to correct a nagging parking problem and allow parking on both sides of our street. All signers to this petition are residents of the Country Glen Subdivision, within the city limits of Keizer, Marion County, Oregon.

2003

8/4

-V

-V

Yes	No	Name (Print)	Signature	Street Address
X		CINDY MARLOTZ	<i>Cindy Marlotz</i>	1428 Northern Heights
X		B. Van Patton	<i>B. Van Patton</i>	1398 Northern Heights
X		William Aiello	<i>William Aiello</i>	1399 Northern Hts.
X		KAREN Aiello	<i>Karen Aiello</i>	1399 Northern Hts.
X		DAVID BRUL	<i>David Brul</i>	1399 Northern Hts.
X		ROD CULP	<i>Rod Culp</i>	1309 Northern Heights
X		KITENA PATTON	<i>Kitena Patton</i>	1398 Northern Heights 4 NE

X - CITED PARKING VIOLATION

X-V - VISITOR CITED PARKING VIOLATION



STREET STANDARDS

2.302.01 Purpose

- A. **Safety.** To provide for safe, efficient, and convenient vehicular movement in the City of Keizer.
- B. **Access.** To provide adequate access to all proposed developments in the City of Keizer.
- C. **Public Facility Access.** To provide adequate area in all public rights-of-way for sidewalks, sanitary sewers, storm sewers, water lines, natural gas lines, power lines and other utilities commonly and appropriately placed in such rights-of-way.

2.302.02 Scope

The provisions of this Section shall be applicable for the following:

- A. **Land Divisions.** The creation, dedication or construction of all new public or private streets in all subdivisions, partitions or other developments in the City.
- B. **Street Expansion.** The extension or widening of existing public or private street rights-of-way, easements, or street improvements including those which may be proposed by an individual or the City, or which may be required by the City in association with other development approvals.
- C. **Utility Improvements.** The construction or modification of any utilities or sidewalks in public rights-of-way or private street easements.
- D. **Street Trees.** The planting of any street trees or other landscape materials in public rights-of-way.
- E. **Exceptions.** Provisions of this Section do not apply in existing developed areas of the City. Improvements in these areas shall be based on standards adopted by the Department of Public Works.
- F. **Private Streets.** Private streets and improvements on private streets are allowed only in the following situations:
 - 1. Improvements and/or widening of existing and allowed private streets.
 - 2. Creation of new private streets within an existing subdivision or PUD already containing approved private streets.
 - 3. Creation of new private streets in a proposed subdivision, PUD, or partition if the only access to the proposed subdivision, PUD, or partition is via existing and approved private streets.

STREET STANDARDS

SERVICE AREA (street must be under all three thresholds to be in a classification) (a),(b),(c),(d)	IMPROVEMENT WIDTH CURB/CURB	FULL HEIGHT CURB (f),(g)	SIDEWALK (e)	TOTAL RIGHT-OF-WAY WIDTH	UTILITY EASEMENT (h) (Adjacent to R-O-W)
LOCAL STREET I Up to 19 dlu or serving 190 ADT or 79,999 sq. ft.	Parking two sides: 30 feet	6" each side (1 foot total)	5 foot curbline Two sides	44 feet	5 ft. minimum 10 ft. maximum
LOCAL STREET II 20 to 79 dlu or 200 to 790 ADT or 79,999 to 319,999 sq. ft.	Parking two sides: 32 feet	6" each side (1 foot total)	5 foot curbline Two sides	56 feet	5 ft. minimum 10 ft. maximum
LOCAL STREET III 80 or more dlu or 800 or more ADT or more than 320,000 sq. ft.	Parking two sides: 34 feet	6" each side (1 foot total)	5 foot curbline Two sides	58 feet	5 ft. minimum 10 ft. maximum
CUL-DE-SAC Max. length = 800 feet or less than 450 ADT or less than 183,999 sq. ft.	Width as above; Min. Curb Radius 38 feet	6" each side (1 foot total)	5 foot curbline for entire cul-de-sac	Width as above; Min. ROW Radius: 45 feet	5 ft. minimum 10 ft. maximum
COLLECTOR	64 to 68 feet	(f)	(f)	(f)	5 ft. minimum 10 ft. maximum
MINOR ARTERIAL	68 feet	(f)	(f)	(f)	5 ft. minimum 10 ft. maximum
MAJOR ARTERIAL	68 to 84 feet	(f)	(f)	(f)	5 ft. minimum 10 ft. maximum

(a) ADT = Average Daily Trips (ITE, Trip Generation Manual)

(b) Trip Generation Rate for SFD = 10 ADT

(c) Minimum Lot Size = 4,000 sq. ft.; Duplex = 7,000 sq. ft.

(d) Calculated per street entrance, use largest number.

(e) Required width around signs, mailboxes, utility poles, etc.

(f) Full curb height between driveways.

(g) Max. 2 weep holes through curb face per lot.

(h) Additional easements may be necessary. Widths may be reduced or increased on a case by case basis as determined by the Department of Public Works.

(i) Collector and arterial streets will be evaluated on an individual basis.



October 20, 2003

AGENDA ITEM 8b

**ORDINANCE – AMENDING THE REIMBURSEMENT DISTRICT
ORDINANCE NO. 2003-485**

CITY COUNCIL MEETING: October 20, 2003

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: REIMBURSEMENT DISTRICT ORDINANCE AMENDMENT

The Council adopted the reimbursement district ordinance earlier this year. This allows developers who "front" the costs for non-system development charge improvements (e.g., streets, storm drains) to apply for a reimbursement district for possible reimbursement to the developer when adjoining property develops. We are now beginning to process some of the first applications under this new ordinance and Rob Kissler and I noticed that the provision for an application fee in Section 2(C) only provides that a fee will be adopted to "cover the costs of preparation of the Public Works Director's Report and notice" that must be published. There was no provision for engineering, legal counsel and Finance Department costs in processing the application and monitoring the accounting that must be set up.

Consequently, it was determined that an amendment to the reimbursement district ordinance was appropriate to allow the application fee to include such items. The ordinance amending the reimbursement district ordinance to this effect is attached for your review.

There is a separate agenda item for a resolution setting the fee so that we may begin processing one of the applications. Because we cannot charge a fee to include the additional costs until this ordinance is passed, I have included an emergency clause so that we may begin the application process without further delay.

RECOMMENDATION:

Adopt the attached ordinance amending the reimbursement district ordinance to allow the application fee to include the appropriate costs.

Please contact me if you have any questions. Thank you.

ESJ/tmh
enclosure

1 BILL NO. _____

A BILL

ORDINANCE NO.

2

2003-_____

3

FOR

4

AN ORDINANCE

5

AMENDING THE REIMBURSEMENT DISTRICT

6

ORDINANCE; DECLARING AN EMERGENCY

7

(AMENDING ORDINANCE NO. 2003-485)

8

WHEREAS, the City Council of the City of Keizer passed Ordinance No. 2003-

9

485 on April 21, 2003;

10

WHEREAS, such Ordinance provides for the process of forming public

11

improvement reimbursement districts;

12

WHEREAS, such Ordinance provides for an application fee to be submitted by

13

the Developer who requests reimbursement;

14

WHEREAS, such Ordinance provides that the application fee is reasonably

15

calculated to cover only the preparation of the Public Works Director's report and

16

required notice;

17

WHEREAS, it is appropriate and necessary that the application fee include legal

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counsel, Finance Department and engineering costs;

19

NOW, THEREFORE, The City of Keizer ordains as follows:

20

Section 1. AMENDMENT OF ORDINANCE NO. 2003-485. Ordinance No.

21

2003-485 (An Ordinance Establishing a Process for the Formation of Public

1 Improvement Reimbursement Districts; and Declaring an Emergency) is hereby amended

2 in Section 2(C) as follows:

3 (C) The application shall be accompanied by an application fee, as set
4 by Council resolution which is reasonably calculated to cover the cost of
5 the preparation of the Public Works Director's Report and notice pursuant
6 to this ordinance, as well as engineering, legal counsel, and Finance
7 Department costs.

8 Section 2. EFFECTIVE DATE. This Ordinance being necessary for the
9 immediate preservation of the public health, safety and welfare, an emergency is
10 declared to exist and this Ordinance shall take effect immediately upon its passage.

11 PASSED this _____ day of _____, 2003.

12 SIGNED this _____ day of _____, 2003.

13 _____
14 Mayor

15 _____
16 City Recorder

1 BILL NO. 464

A BILL

ORDINANCE NO.

2

2003-485

3

FOR

4

AN ORDINANCE

5

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AN ORDINANCE ESTABLISHING A PROCESS FOR THE
FORMATION OF PUBLIC IMPROVEMENT REIMBURSEMENT
DISTRICTS; AND DECLARING AN EMERGENCY

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WHEREAS, developers provide for public improvements which can benefit and
be used by properties other than the property owned by developer; and

10

11

12

WHEREAS, the City Council finds that establishing a process for the formation
of a reimbursement district will provide a mechanism whereby the benefitted properties
will share in the cost of the public improvements constructed by developers; and

13

14

15

WHEREAS, the City Council further finds that it has a duty to safeguard any
involved public funds and, to the best of its ability, protect the public against any costs
or litigation related to private development;

16

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

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18

Section 1. Definitions. The following terms are defined as follows for the
purposes of this Ordinance:

19

A. "City" means the City of Keizer, Oregon.

20

21

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23

24

B. "Developer" means a person who is required or chooses to finance some
or all of the cost of a street, storm drain, water or sanitary sewer
improvement which is available to provide service to property, other than
property owned by the person, and who applies to the City for
reimbursement for the expense of the improvement.

- 1 C. "Development Permit" means any final land use decision, limited land use
2 decision, expedited land division decision, partition, subdivision, planned
3 unit development.
- 4 D. "Eligible Public Improvement" means that public improvement approved
5 for reimbursement by the City Council.
- 6 E. "Person" means a natural person, the person's heirs, executors,
7 administrators or assigns; a firm, partnership, corporation, association or
8 legal entity, its or their successors or assigns; and any agent, employee or
9 representative thereof.
- 10 F. "Public Improvement" means any construction, reconstruction or
11 upgrading of public water, stormwater, sanitary sewer or street
12 improvements.
- 13 G. "Public Works Director" means the Public Works Director of the City of
14 Keizer.
- 15 H. "Reimbursement Agreement" means the agreement between the Developer
16 and the City which is authorized by the City Council and executed by the
17 City Manager, providing for the installation of and payment for
18 reimbursement district public improvements.
- 19 I. "Reimbursement District" means the area which is determined by the City
20 Council to derive a benefit from the construction of public improvements,
21 financed in whole or in part by the Developer.
- 22 J. "Reimbursement Fee" means the fee required to be paid by a resolution
23 of the City Council and the reimbursement agreement. The City Council
24 resolution and reimbursement agreement shall determine the boundaries
25 of the reimbursement district and shall determine the methodology for
26 imposing a fee which considers the cost of reimbursing the Developer for
27 financing the construction of the improvement within the reimbursement
28 district.
- 29 Section 2. Application to Establish a Reimbursement District.
- 30 A. A person who is required to or chooses to finance some or all of the cost
31 of a public improvement which will be available to provide service to

property other than property owned by the person may by written application filed with the Public Works Director request that the City establish a reimbursement district. The public improvement must be of a size greater than that which would otherwise ordinarily be required in connection with Developer's property or must be available to provide service to property other than property owned by the Developer, so that the public will benefit by making the improvement.

B. This Ordinance is not applicable to reimbursement agreements whereby the City reimburses a developer using specific or general system development charges.

C. The application shall be accompanied by an application fee, as set by Council resolution which is reasonably calculated to cover the cost of the preparation of the Public Works Director's Report and notice pursuant to this ordinance.

D. The application shall include the following:

1. A written description of the location, type, size and cost of each public improvement which is to be eligible for reimbursement.

2. A map showing the boundaries of the proposed reimbursement district, the tax account number of each property, its size and boundaries.

3. A map showing the properties to be included in the proposed reimbursement district; the zoning district for the properties; the front footage and square footage of said properties, or similar data necessary for calculating the apportionment of the cost; the property or properties owned by the Developer; and the names and mailing addresses of owners of other properties to be included in the proposed reimbursement district.

4. The actual or estimated cost of the public improvements.

- 1 E. The application may be submitted to the City prior to the installation of
2 the public improvement but not later than one (1) year after completion
3 and acceptance of the public improvements by the City. This time period
4 may be extended at the sole discretion of the City Manager for good cause
5 shown.

6 Section 3. Public Works Director's Report. The Public Works Director shall
7 review the application for the establishment of a reimbursement district and evaluate
8 whether a district should be established. The Public Works Director may require the
9 submission of other relevant information from the Developer in order to assist in the
10 evaluation. The Public Works Director shall prepare a written report for the City
11 Council that considers and makes a recommendation concerning each of the following
12 factors:

- 13 A. Whether the Developer will finance, or has financed some or all of the
14 cost of the public improvement, thereby making service available to
15 property, other than that owned by the Developer.
- 16 B. The boundary and size of the reimbursement district.
- 17 C. The actual or estimated cost of the public improvement serving the area
18 of the proposed reimbursement district and the portion of the cost for
19 which the Developer should be reimbursed for each public improvement.
- 20 D. A methodology for spreading the cost among the properties within the
21 reimbursement district and, where appropriate, defining a "unit" for
22 applying the reimbursement fee to property which may, with City
23 approval, be partitioned, subdivided, altered or modified at some future
24 date. City may use any methodology for apportioning costs on properties
25 specially benefitted that is just and reasonable.
- 26 E. The amount to be charged by the City for an administration fee for the
27 reimbursement agreement. The administration fee shall be fixed by the
28 City Council and will be included in the resolution approving and forming

1 the reimbursement district. The administration fee may be a percentage
2 of the total reimbursement fee expressed as an interest figure, or may be
3 a flat fee per unit to be deducted from the total reimbursement fee.

4 F. Whether the public improvements will or have met City standards.

5 G. Whether it is fair and in the public interest to create a reimbursement
6 district.

7 Section 4. Amount to be Reimbursed.

8 A. A reimbursement fee shall be computed by the City for all properties
9 within the reimbursement district which have the opportunity to use the
10 public improvements, including the property of the Developer, for
11 formation of a reimbursement district. The fee shall be calculated
12 separately for each public improvement. The Developer shall not be
13 reimbursed for the portion of the reimbursement fee computed for
14 Developer's own property.

15 B. The cost to be reimbursed to the Developer shall be limited to the cost of
16 construction engineering, construction, and off-site dedication/easements.
17 Developer shall not be reimbursed for on-site dedications. Costs to be
18 reimbursed for dedications/easements shall be limited to the reasonable
19 market value of land or easements purchased by the Developer from a
20 third party in order to complete off-site improvements. Construction
21 engineering shall include surveying and inspection costs and shall not
22 exceed 7.5% of the eligible public improvement construction cost.

23 C. No reimbursement shall be allowed for the cost of legal expenses, design
24 engineering, financing costs, permits or fees required for construction
25 permits, land or easements dedicated by the Developer, the portion of
26 costs which are eligible for systems development charge credits or any
27 costs which cannot be clearly documented.

28 Section 5. Public Hearing.

29 A. Within 30 days after the Public Works Director has completed the report
30 required in Section 3, the City Council shall hold a public hearing in
31 which any person shall be given the opportunity to comment on the
32 proposed reimbursement district. Developer shall provide the mailing list

for all property owners within the proposed district. Because formation of the reimbursement district does not result in an assessment against property or lien against property, the public hearing is for informational purposes only and is not subject to mandatory termination because of remonstrances. The City Council has the sole discretion after the public hearing to decide whether a resolution approving and forming the reimbursement district shall be adopted.

- B. Not less than ten (10) days prior to any public hearing held pursuant to this Ordinance, the Developer and all owners of property within the proposed district shall be notified of the public hearing and the purpose thereof. Such notification shall be accomplished by either regular and certified mail or by personal service. Notice shall be deemed effective on the date that the letter of notification is mailed. Failure of the Developer or any affected property owner to receive notice shall not invalidate or otherwise affect any reimbursement district resolution or the City Council's action to approve the same.

Section 6. City Council Action.

- A. After the public hearing held pursuant to Section 5(A), the City Council shall approve, reject or modify the recommendations contained in the Public Works Director's report. The City Council's decision shall be contained in a resolution. If a reimbursement district is established, the resolution shall include the Public Works Director's report as approved or modified, and specify that payment of the reimbursement fee, as designated for each parcel, is a precondition of receiving any city permits applicable to development of that parcel as provided for in Section 10.
- B. The resolution shall establish an interest rate to be applied to the reimbursement fee as a return on the investment of the Developer. The interest rate shall be fixed and computed against the reimbursement fee as simple interest and will not compound.
- C. The resolution shall instruct the City Manager to enter into an agreement with the Developer pertaining to the reimbursement district improvements. If the agreement is entered into prior to construction, the agreement shall be contingent upon the improvements being accepted by the City. The agreement shall contain at least the following provisions:

- 1 1. The public improvement(s) shall meet all applicable City
2 standards.
- 3 2. The total amount of maximum potential reimbursement to the
4 Developer shall be specified in dollars.
- 5 3. The total amount of maximum potential reimbursement shall not
6 exceed the actual cost of the public improvement(s).
- 7 4. The Developer shall guarantee the public improvement(s) for a
8 period of twelve (12) months after the date of installation.
- 9 5. Certification of the eligible public improvement reimbursement
10 costs shall be completed by the City Engineer.
- 11 6. A clause in a form acceptable to the City Attorney stating that the
12 Developer shall defend, indemnify and hold harmless the City, its
13 agents and contractors, from any and all losses, claims, damage,
14 judgments or other costs or expense arising as a result of or related
15 to the City's establishment of the reimbursement district, including
16 any City costs, expenses and attorney fees related to collection of
17 the reimbursement fee should the City Council decide to pursue
18 collection of an unpaid reimbursement fee under Section 10(H).
- 19 7. A clause in a form acceptable to the City Attorney stating that the
20 Developer agrees that the City, cannot be held liable for any of the
21 Developer's alleged damages, including all costs and attorney fees,
22 under the agreement or as a result of any aspect of the formation of
23 the reimbursement district, or the reimbursement district process,
24 and that the Developer waives, and is estopped from bringing, any
25 claim, of any kind, including a claim in inverse condemnation,
26 because the Developer has benefited by the City's approval of its
27 development and the required improvements.
- 28 8. Other provisions the City determines necessary and proper to
29 carry out the provisions of this Ordinance.
- 30 C. If a reimbursement district is established by the City Council, the date of
31 the formation of the district shall be the date that the City Council adopts
32 the resolution forming the district.

1 Section 7. Notice of Adoption of Resolution. The City shall notify all
2 property owners within the district and the Developer of the adoption of a
3 reimbursement district resolution. The notice shall include a copy of the resolution, the
4 date it was adopted and a short explanation specifying the amount of the reimbursement
5 fee and that the property owner is legally obligated to pay the fee pursuant to this
6 ordinance.

7 Section 8. Recording the Resolution. The City Recorder shall cause notice of
8 the formation and nature of the reimbursement district to be filed in the office of the
9 Marion County Recorder so as to provide notice to potential purchasers of property
10 within the district. Said recording shall not create a lien. Failure to make such recording
11 shall not affect the legality of the resolution or the obligation to pay the reimbursement
12 fee.

13 Section 9. Contesting the Reimbursement District. No legal action intended
14 to contest the formation of the district or the reimbursement fee, including the amount
15 of the charge designated for each parcel, shall be filed after sixty (60) days following the
16 adoption of a resolution establishing a reimbursement district and any such legal action
17 shall be exclusively by Writ of Review pursuant to ORS 34.010 to ORS 34.102.

18 Section 10. Obligation to Pay Reimbursement Fee.

19 A. The applicant for a permit related to property within any reimbursement
20 district shall pay the City, in addition to any other applicable fees and
21 charges, the reimbursement fee established by the Council, if within 10
22 years after the date of the passage of the resolution forming the

- 1 reimbursement district, the person applies for and receives approval from
2 the City for any of the following activities:
- 3 1. A building permit for a new building;
- 4 2. Building permits for any addition(s) of a building, which
5 cumulatively exceed twenty five percent (25%) of the existing
6 square footage in any 36 month period;
- 7 3. A development permit, as that term is defined by this ordinance.
- 8 4. A City permit issued for connection to a public improvement.
- 9 B. The City Manager's determination of who shall pay the reimbursement fee
10 and when the reimbursement fee is due is final.
- 11 C. In no instance shall the City, any officer, employee, contractor or agent of
12 the City, be liable for payment of any reimbursement fee, or portion
13 thereof, as a result of the City's determination as to who should pay the
14 reimbursement fee. Only those payments which the City has received
15 from or on behalf of those properties within a reimbursement district shall
16 be payable to the Developer. The City's general fund or other revenue
17 sources shall not be liable for or subject to payment of outstanding and
18 unpaid reimbursement fees imposed upon private property.
- 19 D. Nothing in this ordinance is intended to modify or limit the authority of
20 the City to provide or require access management.
- 21 E. Nothing in this ordinance is intended to modify or limit the authority of
22 the City to enforce development conditions which have already been
23 imposed against specific properties.
- 24 F. Nothing in this ordinance is intended to modify or limit the authority of
25 the City, in the future, to impose development conditions against specific
26 properties as they develop.
- 27 G. No person shall be required to pay the reimbursement fee on an
28 application or upon property for which the reimbursement fee has been
29 previously paid, unless such payment was for a different type of
30 improvement. No permit shall be issued for any of the activities listed in

subsection 10(A) unless the reimbursement fee, together with the amount of accrued interest, has been paid in full. Where approval is given as specified in subsection 10(A), but no permit is requested or issued, then the requirement to pay the reimbursement fee lapses if the underlying approval lapses.

H. The date of reimbursement under this Ordinance shall extend ten (10) years from the date of the formation of a reimbursement district by City Council resolution.

I. The reimbursement fee is immediately due and payable to the City by property owners prior to connection to a public improvement as provided by this ordinance in section 10(A). If connection is made or construction commenced without required city permits, then the reimbursement fee is immediately due and payable upon the earliest date that any such permit was required.

J. Whenever the full reimbursement fee has not been paid and collected for any reason after it is due, the City Manager shall report to the City Council the amount of the uncollected reimbursement, the legal description of the property on which the reimbursement is due, the date upon which the reimbursement was due and the property owner's name or names. The City Council shall then, by motion, set a public hearing date and direct the City Manager to give notice of that hearing to each of the identified property owners, together with a copy of the City Manager's report concerning the unpaid reimbursement fee. Such notice may be either by certified mail or personal service. At the public hearing, the City Council may accept, reject or modify the City Manager's report. If the City Council determines that the reimbursement fee is due but has not been paid for whatever reason, the City Council may, at its sole discretion, act, by resolution, to take any action, it deems appropriate, including all legal or equitable means necessary to collect the unpaid amount. However, nothing in this ordinance requires the City to take any action to collect such amounts.

32 ///

33 ///

1 Section 11. Public Improvements. Public improvements installed pursuant to
2 reimbursement district agreements shall become and remain the sole property of the
3 City.

4 Section 12. Multiple Public Improvements. More than one public improvement
5 may be the subject of a reimbursement district.

6 Section 13. Collection and Payment: Other Fees and Charges.

7 A. Except for administrative charges and collection costs, the Developer shall
8 receive all reimbursement collected by the City for reimbursement district
9 public improvements. Such reimbursement shall be delivered to the
10 Developer at their last known address for as long as the reimbursement
11 district agreement is in effect. Such payments shall be made by the City
12 within ninety (90) days of receipt of the reimbursements.

13 B. The reimbursement fee is not intended to replace or limit, and is in
14 addition to, any other existing fees or charges collected by the City.

15 Section 14. Nature of the Fees. The City Council finds that the fees imposed
16 by this Ordinance are not taxes subject to the property tax limitations of Article XI,
17 section 11(b) of the Oregon Constitution.

18 Section 15. Severability. If any section, phrase, clause, or part of this
19 Ordinance is found to be invalid by a court of competent jurisdiction, the remaining
20 phrases, clauses, and parts shall remain in full force and effect.

21 ///

22 ///

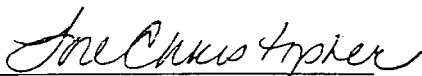
23 ///

1 Section 16. Effective Date. This Ordinance being necessary for the immediate
2 preservation of the public health, safety and welfare, an emergency is declared to exist
3 and this Ordinance shall take effect immediately upon its passage.

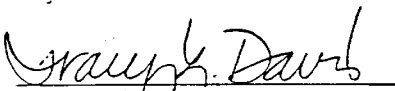
4 PASSED this 21st day of April, 2003.

5 SIGNED this 21st day of April, 2003.

6
7


Mayor

8
9


City Recorder



October 20, 2003

AGENDA ITEM 8C

**RESOLUTION – ESTABLISHING APPLICATION FEE FOR PUBLIC
IMPROVEMENT REIMBURSEMENT DISTRICT AGREEMENTS**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: PUBLIC IMPROVEMENT REINBURSEMENT DISTRICT APPLICATION
FEE

DATE: OCTOBER 15, 2003

BACKGROUND:

At the April 21, 2003 City Council meeting Ordinance 2003-485 was passed allowing for Public Improvement Reimbursement Districts to be formed. The Ordinance requires the establishment of an application fee by Resolution in section 2 paragraph C. The Public Works Department has received the first request for reimbursements on Public Improvements under this Ordinance in the amount of \$58,850 which is approximately 50% of the total cost. Upon preliminary review of this reimbursement proposal, staff has developed an average cost for the application fee of \$1,265. The fee recovers costs the City incurs from Legal Staff, Engineering Staff and Finance Department Maintenance.

FISCAL IMPACT:

The Public Works Department budget is not impacted if this fee is established.

ATTACHMENTS

Ordinance number 2003-485

RECOMMENDATION

Staff recommends City Council adopt the attached Resolution establishing a Reimbursement District for Public Improvements Application Fee of \$1,265. Please contact me if you have questions.

1 **CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

2 **Resolution R2003-_____**

3 **ESTABLISHING APPLICATION FEE FOR PUBLIC**
4 **IMPROVEMENTS REIMBURSEMENT DISTRICTS**

5
6 **WHEREAS, the City of Keizer has adopted an Ordinance allowing for Public**
7 **Improvement Reimbursement Districts to be formed, and**

8 **WHEREAS, the Ordinance allows for the establishment of an application fee**
9 **by Resolution; and**

10 **WHEREAS, the City staff has developed a methodology to establish this fee;**
11 **NOW, THEREFORE,**

12 **BE IT RESOLVED by the City Council of the City of Keizer that an application**
13 **fee of \$1265.00 is adopted for public improvements reimbursement district**
14 **applications.**

15 **BE IT FURTHER RESOLVED that this Resolution is effective upon passage.**

16
17 **PASSED this _____ day of _____, 2003.**

18 **SIGNED this _____ day of _____, 2003.**

19
20
21 _____
22 **Mayor**

23
24 _____
25 **City Recorder**



October 20, 2003

AGENDA ITEM 9a

**RESOLUTION – AUTHORIZATION OF EXPENDITURE OF SPECIFIC
PURPOSE FUNDS**

COUNCIL MEETING: October 20, 2003

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH : CHRIS EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS
CHIEF OF POLICE

SUBJECT Supplemental Budget Request

ISSUE:

The KPD recently received a surprise donation of two Dodge Durango SUVs. The vehicles were placed into our fleet for use by the Community Response Unit and the Community Resource Officer. This was an unexpected donation. The vehicles both needed numerous installations of police equipment. Due to the fact we had no idea we would receive this donation no funds were budgeted for the purchase and installation of needed police equipment.

The gift allowed us to surplus some older vehicles and these were sold for approximately \$5000. I am requesting that the \$5000 from the sale be placed into the Revenue Sharing Police Vehicle Equipment line item so that the funds may be used to purchase the needed equipment.

RECOMMENDATION:

Staff recommends the City Council pass the attached resolution allowing a supplemental budget to purchase Vehicle Equipment.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2003-_____

AUTHORIZATION OF EXPENDITURE OF SPECIFIC PURPOSE FUNDS

WHEREAS, the City of Keizer received funds during fiscal year 2003-2004 that were not anticipated prior to the adoption of the budget;

WHEREAS, such funds are to be used specifically for the expenditures identified below;

WHEREAS, ORS 294.480 provides for supplemental budget when an occurrence or condition that was not known at the time the adopted budget was prepared requires a change in financial planning; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer, that appropriations for the fiscal year ending June 30, 2004 be authorized in the amounts indicated below:

<u>Revenue Sharing Fund</u>	<u>Increase</u>	<u>Increase</u>
Capital Outlay - Police	\$5,000	
Revenue - Misc. Police		\$5,000

PASSED this ____ day of _____, 2003.

SIGNED this ____ day of _____, 2003.

Mayor

City Recorder



October 20, 2003

AGENDA ITEM 9b

**RESOLUTION – AUTHORIZATION FOR DISPOSITION OF SURPLUS
PROPERTY**

COUNCIL MEETING: October 20, 2003
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH : CHRIS EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS
CHIEF OF POLICE

SUBJECT K9 Niko

ISSUE:

On December 16, 1999, Officer Eric Jefferson transferred ownership of K9 Niko to the Keizer Police Department for official police K9 work. During the month of May, Niko developed an unexpected medical condition consisting of a slipped disc pushing against the nerves in his spinal cord that controls the feelings and movement of the legs. Niko also experienced a short time of paralysis in his hind end. After evaluation with the Keizer Vet and medications it has been determined that Niko is no longer able to perform the duties of a K9.

FISCAL IMPACT:

At the time that Niko was donated to the department he was worth \$5,000.00. Now, with his debilitating medical condition, he is of nominal value since he can no longer be used as a K9 for the police department.

RECOMMENDATION:

Staff recommends that Council approve the attached resolution authorizing Niko be traded-in for the purchase of a new K-9 dog.



AGENDA ITEM 9C

RESOLUTION – AUTHORIZATION FOR SUPPLEMENTAL BUDGET

October 20, 2003

COUNCIL MEETING: October 20, 2003
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH : CHRIS EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS
CHIEF OF POLICE

SUBJECT Supplemental Budget Request

ISSUE:

KPD K-9 Niko was retired from service on October 16, 2003. Pending Council approval, Niko is being traded-in for new K-9 since the loss of this extremely successful K-9 leaves KPD in the need to purchase a new police utility dog.

We plan to purchase a new police certified utility dog from Adlerhorst International one of the leading suppliers of police dogs. (Adlerhorst International supplied our previous K-9).

FISCAL IMPACT:

The new K-9 will cost \$7,300 (dog plus shipping). Donations have been received in full to purchase the dog. Currently, the K-9 line item is budgeted at \$5,000. This line item pays for food, veterinary, etc. An additional appropriation in the amount of \$7,300 is needed to purchase the dog.

RECOMMENDATION:

Staff recommends the City Council pass the attached resolution allowing a supplemental budget to purchase a K-9.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2003-_____

AUTHORIZATION FOR A SUPPLEMENTAL BUDGET

WHEREAS, the City of Keizer anticipates receiving funds during fiscal year 2003-2004 that were not anticipated prior to the adoption of the budget;

WHEREAS, the Police K-9 dog, Niko, unexpectedly retired from Police service due to health reasons.

WHEREAS, a supplemental budget is necessary to appropriate unanticipated donation revenue for the purchase of a new K-9 dog.

WHEREAS, ORS 294.480 provides for a supplemental budget when a situation that was not foreseen at the time the adopted budget was prepared requires prompt action; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer, that appropriations for the fiscal year ending June 30, 2004 be authorized in the amounts indicated below:

General Fund – Police	<u>Increase</u>	<u>Increase</u>
Materials & Services	\$7,300	
Revenue – Police		\$7,300

PASSED this ____ day of _____, 2003.

SIGNED this ____ day of _____, 2003.

Mayor

City Recorder



October 20, 2003

AGENDA ITEM 9d

APPROVAL OF JUNE 2, 2003 REGULAR SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
Monday, June 2, 2003
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Jacque Moir, Council President
James Taylor, Councilor
Richard Walsh, Councilor

Absent:

Judy K. Smith, Councilor

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Kent Barker, Keizer Police
Dianne Hunt, Human Resources Director
Cheryl Vafakos, Interim Planning Director
Shannon Johnson, City Attorney
Susan Gahlsdorf, Finance Director
Tracy Davis, City Recorder

FLAG SALUTE

Susan Gahlsdorf, City Finance Director, led the City Council in the flag salute.

PUBLIC TESTIMONY

Steve Prothero, Traffic Safety Commission Chair, 1629 Wiessner Drive NE, Keizer – provided the council with background information regarding the golf cart ordinance. Proponents of the ordinance were directed to look at other communities with similar ordinances, and decided to use Woodburn's as a template. After the ordinance was drafted, the commission was informed by the City Manager that it was an appropriate issue for the City Council to deal with.

Council President Moir indicated that she had referred the proponents to the Traffic Safety Commission (TSC).

She asked whether the Woodburn ordinance applies to both public and private roads, to which Mr. Prothero replied he did not know.

Councilor Walsh inquired as to TSC's position on operation of golf carts on 35 mph roads. Mr. Prothero replied that it was the commission's determination that carts should not be allowed on River Rd., Wheatland Rd., or Lockhaven Rd.; however, the proposed ordinance would allow carts to cross those thoroughfares. While he had not seen the specific ordinance under consideration at this meeting, he indicated that TSC supports the adoption of a golf court ordinance.

Greg Pederson, 1345 Harmony Drive, Keizer - addressed the council regarding the golf cart issue, indicating he was one of the proponents who worked with TSC to draft the ordinance. He noted that Woodburn's ordinance applies to public streets.

The council then briefly discussed various aspects of the golf cart ordinance proposal, including: the cost of signage; the parameters of the golf cart permissive zone; the legality of operating carts on bike paths; whether carts are capable of operating at speeds of 35 mph; and the exemption of golf carts from insurance and financial responsibility laws.

PUBLIC HEARINGS

a. City of Keizer 2003-2004 Budget Hearing

Susan Gahlsdorf, City Finance Director, provided copies of the staff report on the committee-approved 2003-2004 City Budget. She reviewed additional information that has become available since the committee's adoption of the budget:

- Cigarette tax revenues, estimated at \$33,000 for the period between January 1 and June 30, 2003
- Expenditures related to the Salem Communications Center, specifically support for the police department radio and mobile systems; the cost is to be shared between the General Fund (\$25,000) and the 9-1-1 Fund (\$16,000) and was not anticipated in the 2004 budget

Ms. Gahlsdorf then provided recommendations for action to the Council.

Mayor Christopher opened the public hearing.

Clark Williams, Parks Advisory Board Chair, 1050 Rafael Street N., Keizer – testified in support of the 2003-2004 Budget. He spoke regarding projected savings related to the mowing of parks. Councilor Lee echoed Mr. Williams' comments regarding the new mower.

Gary Whalen, Parks Advisory Board member, P. O. Box 21088, Keizer – expressed thanks to the councilors and staff for their work in developing the budget. He noted that there is a growing level of support for maintaining parks at previous levels.

With no one else wishing to testify, Mayor Christopher closed the public hearing.

Council President Moir moved to adopt the changes to the 2003-2004 Budget as outlined in the staff report.
Councilor Walsh seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Walsh,
and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

Council President Moir moved to receive the Fiscal Year 2004 City of Keizer Budget for adoption on June 16, 2003. Councilor Walsh seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Walsh,
and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

COMMITTEE REPORTS

a. Willamette River Day

Councilor Walsh indicated that June 7th is Willamette River Day, during which there will be a number of activities at Willamette Mission Park, admission free of charge.

b. Salem-Keizer Area Transportation Study (SKATS)

Councilor Walsh reported SKATS approved the commencement of work with a consultant to make proposals on the Salem-Keizer transportation corridor. There should be opportunities for input by citizens and local governments. He also noted that the proposal for the bridge over Clagett Creek on Chemawa Road has been postponed for another year.

c. Economic Development Committee

Councilor Gaynor provided an update on efforts to develop ways to advertise the City of Keizer to both businesses and potential residents. He emphasized the important role that parks play in selling a city as a good place to live and do business.

d. Traffic Safety Commission

Councilor Taylor noted that aside from the golf cart issue, the Traffic Safety Commission has also been working on the issue of speed limits on Windsor Island Road and new developments in that area.

e. Clagett Creek Watershed Council

Council President Moir said that the Watershed Council has adopted its revised bylaws. She noted that signage would go up soon for the upcoming wetlands project, and that heavy equipment would also be arriving soon. Volunteers will be needed to help plant 4,000-6,000 plants.

f. Sen. Ron Wyden Town Hall

Council President Moir recalled the town hall that was held on June 14th for U.S. Senator Ron Wyden. The event was well attended by the public and elected officials. She encouraged others to attend similar events in the future.

OTHER BUSINESS

• New Business

Salem Area Mass Transit

City Manager Chris Eppey provided an update on Salem Area Mass Transit's request for \$14 million in federal Transportation Equity Act for the 21st Century (TEA-21) funds for enhancements. There are tentative plans for a hub in Keizer. Mr. Eppey recommended the Council draft a letter of support for a hub in Keizer.

Council President Moir moved to direct the City Manager to draft a letter in support of the proposal to site a mass transit hub in Keizer. Councilor Lee seconded the motion.

Following discussion regarding the timing of sending a letter of recommendation, the Council determined it would be preferable for the City Manager to draft the letter and bring it to the next Council meeting for approval. The motion was withdrawn.

Mayor Christopher moved to direct staff to draft a letter of endorsement for the proposal to site a mass transit hub in Keizer. Councilor Walsh seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Walsh,
and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

Mr. Eppey provided additional information on potential sites for the proposed transit hub.

City Logo

City Manager Eppey displayed copies of a new proposed multicolor city logo, as well as a single-color logo. He explained the options available to the Council.

Council President Moir moved to bring back a resolution for adoption of two new city logos, one multicolor and the other a single color with screening. Councilor Gaynor seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Walsh,
and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

Keizer Police Department

Capt. Kent Barker, Keizer Police, noted that recruitment is underway to fill a vacant officer position. There have been over 80 applicants, who will be given written examinations to begin narrowing the field.

Human Resources

Dianne Hunt, Human Resources Director, mentioned the vacant positions of Community Development Director and Recording Secretary. She also commented that 80 applicants for a Police Officer position is about average.

Public Works

Rob Kissler, Public Works Director, reported that the contractor for the project to widen Trail Avenue and Harmony Drive is experiencing delays on another job. He added that although the delay will push back the start of the widening projects it will not be problematic.

Mr. Kissler provided visual materials to illustrate sanitary sewer upgrades currently underway along Chemawa Rd., Windsor Island Rd., and Shoreline Avenue. The Chemawa Rd. portion should be completed before the beginning of the next school year. The goal is to remove two sewer lift stations that experienced problems during the 1996 floods. Citizens have been notified by letter, and may contact Salem Public Works with questions or concerns at (503) 588-6211. Mr. Kissler provided additional information on the scope and timeline of the project.

ADMINISTRATIVE ACTION

a. ORDINANCE - Permitting and Regulating Use of Golf Carts in Designated Areas Pursuant to ORS 810.070 Repealing Section 4 of Ordinance No. 94-298

Shannon Johnson, City Attorney, submitted a staff report and draft ordinance for regulation of golf cart use in designated areas. Approximately 15 signs will be necessary, at a cost of \$200-300 per sign.

Councilor Lee inquired whether a half-mile boundary would be feasible. Mr. Johnson indicated that statute does not allow for greater distances, which effectively limits the ability to create a square-shaped boundary.

Council President Moir noted that houses south of a specified point would not be able to cross at the mandated lighted signals, which would act to reduce the number of residents to whom the ordinance would apply.

Councilor Walsh indicated he has drawn up a highlighted map to delineate who could comply with the ordinance. He indicated that the rule should be made broad and expressed preference for his substitute map over the map in the staff report.

Councilor Taylor questioned whether signage should be posted for Staats Lake, as it is doubtful whether golf carts can even fit on throughways there.

Council President Moir asked how easy it would be to enforce the ordinance. Capt. Barker described the process of officer testing and assured it could be adequately enforced.

Council President Moir moved a bill for an ordinance permitting and regulating the use of golf carts in designated areas pursuant to ORS 810.070 repealing section 4 of ordinance 94.298. Councilor Taylor seconded the motion.

Councilor Walsh repeated his request to substitute his highlighted map for the staff map. Mr. Johnson opined that the amended map merely clarifies that the highlighted streets cannot be traversed with golf carts. Councilor Taylor proposed that the affected properties could be connected if Mistletoe Loop is included. Mr.

Johnson elaborated on the complexity of rectifying the ordinance to include all properties, and acknowledged that the substitute map could solve the problem. Councilor Lee warned that future development could render the substitute map obsolete, to which Councilor Walsh countered that the staff report map is already obsolete.

Following a discussion, the Council decided it would be more workable to replace the map with a paragraph describing the parameters of the permitted area. Councilor Gaynor suggested that the highlighted map be retained as well.

Council President Moir outlined the reasons she believed the ordinance would not achieve the intended goal with the inclusion of additional language or the highlighted map. Councilor Walsh expressed the belief that residents prevented from using golf carts due to their location would be victims of discrimination on the part of state law, rather than the proposed city ordinance.

Following additional discussion, the motion was withdrawn.

Councilor Walsh moved to direct staff to draft an additional paragraph to the ordinance to add a description of the parameters of the permissive boundary, and to clarify that golf carts may not be used on streets posted for speeds greater than 25 mph, and that a revised highlighted map be attached. Councilor Gaynor seconded the motion.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Walsh, and Taylor (5)

NAYS: Moir (1)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

**b. RESOLUTION-
Authorization for
Resolution Transfer**

Finance Director Susan Gahlsdorf read the staff report on the resolution transfer.

Council President Moir moved to adopt Resolution R-2003 Authorization for Resolution Transfer. Councilor Lee seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Walsh,
and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Smith (1)

**CONSENT
CALENDAR**

There were no items on the Consent Calendar agenda.

**WRITTEN
COMMUNICATIONS**

Mayor Christopher indicated that Council members have been invited to the Strategic Economic Development Corporation of the Mid-Willamette Valley (SEDCOR) annual luncheon on June 24th.

AGENDA INPUT

June 9, 2003

12:00 p.m. (Noon) City Council Work Session

- Keizer Station Development Agreement Review
- 5:30 p.m. City Council Meeting
- Evaluation of City Manager

June 16, 2003

6:30 p.m. - Executive Session

- Evaluation of Municipal Court Judge

7:00 p.m. City Council Meeting

- Adoption of 2003-2004 City of Keizer Budget
- Supplemental Budget for 2002-2004
- Sign Variance
- Variance Criteria
- Delinquent Sewer Assessment Public Hearing
- Sewer Franchise Fee Increase Public Hearing
- Sewer Administrative Fee Increase
- Marks Drive LID Assessment Ordinance
- Municipal Court Judge Evaluation Report

Urban Renewal Agency Meeting - Following City
Council Meeting

- Adoption of 2003-2004 Urban Renewal Agency Budget

July 7, 2003

7:00 p.m. City Council Meeting

July 14, 2003

12:00 p.m. (Noon) City Council Work Session

Mayor Christopher noted the agenda items.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:31 p.m.

Tracy L. Davis, CMC
City Recorder

APPROVED:
MAYOR:

Lore Christopher

COUNCIL MEMBERS:

Councilor #1 - Judy K. Smith

Councilor #4 - Jacque Moir

Councilor #2 - Michel Gaynor

Councilor #5 - Richard Walsh

Councilor #3 - Charles E. Lee

Councilor #6 - James Taylor

Minutes approved:



October 20, 2003

AGENDA ITEM 9e

APPROVAL OF JUNE 16, 2003 REGULAR SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
Monday, June 16, 2003
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:12 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Jacque Moir, Council President
Judy K. Smith, Councilor
James Taylor, Councilor
Richard Walsh, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Cheryl Vafakos, Interim Planning Director
Rob Kissler, Public Works Director
Dianne Hunt, Human Resources Director
Marc Adams, Chief of Police
Susan Gahlsdorf, City Finance Director
Tracy Davis, City Recorder

FLAG SALUTE

Councilor Michel Gaynor led the City Council in the flag salute.

PUBLIC TESTIMONY

Paul Pfinster, Keizer – presented testimony to the council regarding the Keizer Teen Court. Students needing to serve community time may provide that service through the court. He indicated that the teen court is currently inactive due to budget constraints, and implored the Council to find a way to expend the resources necessary to reconstitute this valuable program. He also pledged to work toward the enhancement of the Teen Court.

Councilor Gaynor commented on the budgetary choices that led to the withdrawal of funds to the Teen Court. Mr. Pfinster indicated that he also works with the Power program and suggested that the Teen Court provides youth with an opportunity to stop and reflect prior to committing greater offenses.

Council President Moir noted that there are tentative plans for an *ad hoc* committee to study the issue and asked Mr. Pfinster to participate. Council Lee inquired as to the locations where youth perform service, and in response Mr. Pfinster provided additional information on the activities of the program. When asked about the best timetable for reinstating funding, he acknowledged that it might not be feasible to do so at this time, despite the potential for positive results. When asked which program, the Teen Court or the Power program, should receive funding priority he expressed preference for the former, which reaches a broader spectrum of kids.

Councilor Walsh noted the potential of receiving federal grant funds for the Teen Court.

PUBLIC HEARINGS

a. Sign Variance Request for Keizer Area Senior Center

City Attorney Johnson presented applicable criteria for the unique conditions of the variance request. Interim Planning Director Vafakos presented the staff report for the request. The property is zoned medium-high residential, though subdivisions of the property may be zoned differently.

Mayor Christopher opened the public hearing.

Betty Burg, 1835 Wiesner Drive NE, Keizer, and Charles Shirley, 1499 Northern Heights Loop, Keizer, presented a statement on behalf of the Keizer-Salem Area Seniors Association, of which Ms. Burg is President. The purpose of the request is to replace a previously approved, 64-sq. ft. sign with a newer sign of identical size.

Councilor Moir suggested that a possible solution would be to eliminate references to the City of Keizer on the sign. Mr. Shirley did not support such a change, citing the historic standing of the center in the community and a desire to prevent confusion with Salem's senior center.

Mayor Christopher noted that while the sign was installed in 1995, it has been out of compliance since it was illuminated in 1999. City Attorney Johnson clarified that the total signage area will remain 64-sq. ft. He also noted that the original variance was for sign height, rather than area.

At issue was whether the property constitutes a unique set of circumstances. The property is classified as a commercial building by the owners, while city staff considers only the building use to be commercial, though there are no actual residents of the property. The City Council debated the merits of the facility's classification and whether the variance should be granted.

City Attorney Johnson cited Code 2.308.07, which outlines the types of signage allowed for different facilities. Nonprofit organizations are typically defined as a semi-public use.

Seeing no additional public testimony, Mayor Christopher closed the public hearing.

Mayor Christopher moved to approve the variance as requested to allow the two signs to remain and to change the phrase "Salem Area Senior Center" to "Keizer Area Senior Center", with no increase in the size of the sign. Councilor Walsh seconded the motion.

Council President Moir asked whether the variance, if granted, would set a precedent for future requests, to which City Attorney Johnson replied it would not, as it would be considered a unique circumstance due to the commercial-like nature of the operation. He also indicated that the previous approval did not create a precedent, either.

Councilor Walsh commented that the request is being made without complaint from the neighborhood, and will not have a negative impact on the neighborhood. Councilor Smith pointed out that the corner lot makes the two signs necessary.

Council President Moir offered a friendly amendment to clarify that the sign facing East Cherry Avenue will come down and that a new sign shall not exceed the previous sign in size. Councilor Lee seconded the amendment motion, which was approved by unanimous consent.

The Motion, as amended passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

Council President Moir moved to waive the fees for the sign permit and variance application. Councilor Smith seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

b. Resolution – Forming Pleasant View Street Lighting District Ordinance – Spreading Assessments to Pleasant View Street Lighting District

City Manager Eppley reported that this lighting district is being formed at the request of property owners in the specified area. The Council previously approved the engineer's report in this matter.

Mayor Christopher opened a public hearing, and upon noting that there was no one who wished to testify closed the public hearing.

City Attorney Johnson requested that the Council refrain from taking action on the resolution and ordinance at this time, in order to provide staff an opportunity to look further into the matter. The issue will be taken up at the July 7 City Council meeting.

c. Resolution – Change in Sewer Administration Fee

City Finance Director Gahlsdorf presented the staff report for the resolution and clarified that the administrative fee is separated in billing.

Councilor Walsh asked whether Salem combines their fees in billing, and whether Keizer is effectively billing ratepayers twice for administrative fees by not doing so. City Attorney Johnson clarified that there is only one charge for administrative fees, to which City Finance Director Gahlsdorf added that the fee is split evenly between sewer and water services.

Mayor Christopher opened a public hearing, and upon noting that there was no one who wished to testify closed the public hearing.

Council President Moir moved to adopt the resolution to change the Sewer Administration Fee, repealing R-01-1292. Councilor Taylor seconded the motion.

Council President Moir noted that the fees are examined annually to determine whether the charge is appropriate. Councilor Smith opined that \$54 per year for billing seems overly expensive. Finance Director Gahlsdorf referenced the staff report for an explanation of the costs, which include management of accounts.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Moir, Taylor and Walsh (6)

NAYS: Smith (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

d. Ordinance – Amending the Utility License Fees for Sewer Utilities in the City of Keizer (amending ordinance No. 2002-468)

City Finance Director Gahlsdorf read the staff report for the ordinance.

Mayor Christopher opened the public hearing.

Ted Plumb, 1067 Dearborn Avenue, Keizer – testified against the ordinance. He cited the rate increase for license fees in addition to the previous action regarding administrative fees. He projected that the increase in fees will raise his sewer bill from the current level of \$47 to \$67 within seven years.

Bill Weber, 1404 Garden Court, Keizer – testified in opposition to the ordinance. He recalled study performed years ago that uncovered leakage within the city's sewer system and that there was leakage into the city's water supply. Mr. Weber asserted that Keizer's sewer system is in poor condition, and that the situation should be investigated prior to increasing the license fees.

Public Works Director Kissler indicated that he was unaware of the study cited by Mr. Weber, and offered to investigate the matter should the Council so desire.

The City Council, by consensus, directed staff to investigate the issue and provide a report to the Council.

Noting that there was no further testimony, Mayor Christopher closed the public hearing.

Council President Moir moved to adopt the ordinance amending Utility License Fee for sewer utilities in the City of Keizer. Councilor Gaynor seconded the motion.

Councilor Smith expressed concern about the potential for increasing numerous fees related to sewers. Council President Moir asserted that the city has been frugal and has only increased fees when it has become absolutely necessary.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Moir, Taylor and Walsh (6)

NAYS: Smith (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE REPORTS

No committee reports were presented at this time.

OTHER BUSINESS

▪ New Business

Municipal Court Judge Evaluation Report

Councilor Walsh reported that the task force appointed to evaluate the Municipal Court Judge concluded that Judge Carl Myers has satisfactorily met all criteria and that an invitation should be extended to continue as Municipal Court Judge.

Councilor Walsh moved to accept the recommendation of the Municipal Court Judge Task Force and offer the judgeship to Carl Myers for an additional six months under the terms of the agreement. Councilor Gaynor seconded the motion.

The motion passed unanimously.

Councilor Walsh then reported that the task force has developed amendments to the evaluation criteria and procedures, by amending Resolution R-202-1351.

Councilor Walsh moved to have staff return with a resolution at the July 7th City Council Meeting amending the criteria and procedures for the evaluation of the Municipal Court Judge. Council President Moir seconded the motion.

Councilor Lee moved to amend the motion to direct staff to prepare a written evaluation form to be included in the process. Councilor Walsh seconded the motion.

The Council discussed the amendment. Councilor Smith stated that similar reports are required for other contractual employees. Councilor Lee submitted that such a document would add little to the process, while Councilor Walsh expressed worry that such a written document could take on an undesired political significance. Councilor Taylor voiced concern that the document could also create an unwanted public impression.

The amendment to the motion failed as follows:

AYES: Lee (1)

NAYS: Christopher, Gaynor, Moir, Smith, Taylor
and Walsh (6)

ABSTENTIONS: None (0)

ABSENT: None (0)

The original motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor,
and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

Councilor Walsh moved to direct staff to prepare a contract for Municipal Court Judge similar to that of City Attorney and City Engineer prior to the current contract expiration on December 31, 2003. Council President Moir seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor,
and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

▪ **Old Business**

Letter of Support for Salem-Area Mass Transit Grant Funding

City Manager Eppley submitted a draft letter of support to the Salem Area Transit District (attachment #5) regarding mass transit grant funding.

The City Council agreed by consensus to submit the letter to the Salem Area Transit District.

Councilor Taylor provided an update on the Claggett Creek migration project.

Councilor Walsh reported on the recent Willamette River Run.

Mayor Christopher updated the Council on the recent art show at McNary High School, as well as a new student from McNary High School being assigned to the Leadership Program. She also indicated she would bring a report to the next meeting regarding the STOMP anti-smoking program.

Chief Adams commented on the Keizer Police Department's participation in the Salem-Keizer Together Alcohol Sales Program, and updated the Council on the process of recruitment for an additional police officer.

Human Resources Director Hunt discussed the status of recruitment for the vacant Recording Secretary position, and noted the recent Personnel Policy meeting.

Public Works Director Kissler reviewed the Gubser Traffic management plan, provided an update on the upcoming sanitary sewer district improvement construction project, and cited a draft consumer confidence report from the Water Department.

Interim Planning Director Vafakos announced a potential appeal of a recent land use case, and noted an upcoming landscape grant application request.

City Attorney Johnson updated the Council on recent oral arguments before the Land Use Board of Appeals

regarding the Keizer Station plan.

ADMINISTRATIVE ACTION

a. ORDINANCE – Permitting and Regulating Use of Golf Carts in Designated Areas Pursuant to ORS 810.070 Repealing Section 4 of Ordinance No. 94-298

Chris Eppley, City Manager reported that a discussion was held at the June 2nd meeting in regards to an Ordinance regulating golf carts within the City of Keizer. Based upon discussion of the Council, amendments have been suggested to the Ordinance.

Mayor Christopher moved to table the Ordinance until State Representative Vic Backlund has had an opportunity to bring legislation to alter the statutory radius requirements. Councilor Smith seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

b. RESOLUTION-Intent to Sign Development Disposition Agreement for Keizer Station Area

This item was moved to the Urban Renewal Agency agenda.

No action taken by the City Council.

c. RESOLUTION- Adoption of 2003-2004 City of Keizer Budget, Making Appropriations, and Imposing and Categorizing Taxes

Susan Gahlsdorf, Finance Director reported that a public hearing was held on June 2nd to allow for testimony and questions regarding the 2003-2004 fiscal year budget. Resolutions have been prepared for Council consideration.

Council President Moir moved to adopt Resolution Adopting fiscal Year 2004 Budget, making appropriations, and imposing and categorizing taxes. Councilor Gaynor seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

**d. ORDINANCE-
Spreading Assessments
to Marks Drive Local
Improvement District**

City Manager Eppley reviewed the history of this waterline project for the Marks Drive area. He noted a public hearing was held on March 3rd and no remonstrances to the assessments were voiced. He recommends the Council adopt the Ordinance spreading the final assessment to the property owners included in the Marks Drive Local Improvement District.

Council President Moir moved to adopt an Ordinance spreading assessments to Marks Drive Local Improvement District. Councilor Smith seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

**e. RESOLUTION-
Authorization for
Resolution Transfer
(Parks to Street Light
Fund)**

City Finance Director Gahlsdorf presented the staff report for the resolution. The funds impacted are the general fund contingency, the parks maintenance fund, and the street lighting district fund. These expenditures were not known at the time of the Fiscal Year 2003 budget preparation and therefore need to be authorized at this time.

Council President Moir moved to adopt Resolution for authorization for resolution transfer. Councilor Lee seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

**f. RESOLUTION-
Authorization of Interfund
Loan – Street Lighting
District Fund**

City Finance Director Gahlsdorf reported that the street lighting district incurs routine monthly expenses. These expenses are paid on a monthly basis by the City. The reimbursement does not occur until property tax

revenues are received, resulting in a cash flow issue. Due to the deficit it is necessary to borrow funds for operating until the reimbursement is received.

Council President Moir moved to adopt the resolution authorization of interfund loan for the Street Lighting District Fund. Councilor Gaynor seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

CONSENT CALENDAR

Council President Moir requested that Consent Calendar items 9e and 9i be bulled from the Consent Calendar.

Councilor Lee asked that Consent Calendar item 9b be removed from the consent calendar.

Mayor Christopher reviewed the remaining items on the Consent Calendar:

- a. RESOLUTION – Adoption of City Logo for Administration Purposes
- c. RESOLUTION – Authorizing City Manager to Enter Agreement with URS Corp for Development of City's Storm Water Management Plan
- d. RESOLUTION – City's Election to Receive State Revenue
- RESOLUTION – Certifying the City of Keizer Provides Four or More Services
- f. RESOLUTION – Certifying Delinquent Sewer Assessments
- g. RESOLUTION – Authorizing the Disposition of Surplus Vehicles in Exchange for One Full-Size Pickup Truck
- h. RESOLUTION – Initiating Martin Addition Street Lighting District

Council President Moir moved approval of Consent Calendar items a, c, d, f, g, and h (attachment #12). Councilor Taylor seconded the motion.

The motion passed unanimously as follows

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor, and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0).

b. RESOLUTION – Creation of Keizer Points of Interest Committee (KPIC)

Councilor Lee referenced the staff report for Consent Calendar item b (attachment #13) and suggested that the Keizer Points of Interest Committee member terms be staggered, as is the case with other similar committees. The Council discussed the appointment process and the length of terms for committee members.

Mayor Christopher moved that the appointment process for the Keizer Points of Interest Committee be amended similar to the process for other Council committees, so that the named organization recommends an individual to the Volunteer Coordinating Committee, which will then present the request to the City Council. Councilor Smith seconded the motion.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith and Taylor (6)

NAYS: Walsh (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Walsh noted that the two-year term of membership and the election of the committee chair and suggested that there be a process for removal of the committee chair by the committee.

Councilor Walsh moved to provide power to the Keizer Points of Interest Committee to appoint and remove the chair of the committee. Councilor Smith seconded the motion.

Mayor Christopher expressed concern that such an amendment could create political infighting on the committee. Councilors Walsh, Gaynor and Smith all

supported the motion as consistent with the committee's organization.

The motion passed as follows:

AYES: Gaynor, Lee, Smith and Walsh (4)

NAYS: Christopher, Moir and Taylor (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

e. *RESOLUTION – Removal of Committee Member*
Council President Moir noted that Consent Calendar item e (attachment #14) does not require action at this time by the City Council.

i. *Approval of May 19th, 2003 City Council Regular Session minutes*

Council President Moir outlined corrections to be made to the May 19th minutes and directed staff to make corrections and return them for approval at the July 9th City Council meeting.

There were no written communications to bring before the City Council at this time.

WRITTEN COMMUNICATIONS

AGENDA INPUT

June 23, 2003

12:00 p.m. (Noon) – City Council Work Session

- Improvements to Chemawa Road

July 7, 2003

7:00 p.m. City Council Meeting

- Increase in Yard Debris Removal Rates – Public Hearing
- Variance Criteria
- Resolution – Municipal Court Judge Evaluation Process
- Pleasantview Street Lighting District
- Keizer Points of Interest Committee Resolution
- Keizer-Salem Area Senior Center Sign Variance Order

June 23 Meeting – Special Session

- Sewer License Fee Ordinance – Second Reading

Mayor Christopher noted the agenda items.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 10:10 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Lore Christopher

COUNCIL MEMBERS:

Councilor #1 - Judy K. Smith

Councilor #4 - Jacque Moir

Councilor #2 - Michel Gaynor

Councilor #5 - Richard Walsh

Councilor #3 - Charles E. Lee

Councilor #6 - James Taylor

Minutes approved:



October 20, 2003

AGENDA ITEM 9f

APPROVAL OF JUNE 23, 2003 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, June 23, 2003
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the special session to order at 12:14 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Judy K. Smith, Councilor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Richard Walsh, Councilor
James Taylor, Councilor

Absent:

Jacque Moir, Council President

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Bill Peterson, City Engineer
Shannon Johnson, City Attorney
Tracy L. Davis, City Recorder

PUBLIC TESTIMONY

No public testimony was heard before the Council.

**ADMINISTRATIVE
ACTION**

a. ORDINANCE-
Amending the Utility
License Fees for Sewer
Utilities in the City of
Keizer (amending
Ordinance No. 2002-
468) Second Reading

City Manager Chris Eppley reported that on June 16, 2003 an Ordinance amending the utility license fees for sewer utilities was presented and voted upon. With a 6-1 vote, the ordinance is once again being presented to the Council for a second reading and vote.

Councilor Walsh moved a bill for an Ordinance to amend the Utility License Fees for Sewer and Utilities in the City of Keizer, amending Ordinance No. 2002-468. Councilor Gaynor seconded the motion.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Walsh and Taylor (5)

NAYS: Smith (1)

ABSTENTIONS: None (0)

ABSENT: Moir (1)

**b. Improvement Options
for Chemawa Road N.E.**

Public Works Director Rob Kissler recalled the previous budgetary action to approve the use of funds for improvements to Chemawa Road, including local matching funds for a bridge replacement near Claggett Creek Park. He noted there are right-of-way constraints on the types of improvements that may be made, and previous actions taken during the 1990s by the Urban Renewal Agency. The project will be a partnership between the Urban Renewal Agency, the City Street Fund, and the State Transportation Improvement Fund (STIP).

City Engineer Bill Peterson displayed slides and other visual material outlining the project plans. There was discussion on the appropriate design and materials for bike lanes. Constraints related to the width of the right-of-way were also considered, including the possibility of trading right-of-way to landowners who possess land that would be beneficial elsewhere. Options for acquiring needed land also include a permanent public easement or a dedication of right-of-way.

Mr. Peterson solicited the Council for direction as to what type of road should be built. The number of permits required would be dependent upon the scope of the project, specifically the amount of land that must be acquired.

Mr. Peterson also commented on options for altering a waterway adjacent to the road project, such as raising the water level or widening the channel. During the flood of 1996 the road was under water, thereby limiting East-West access.

The Council then had a discussion regarding what the improvement project should look like. One concern raised by council members was that there should be greenway, preferably at least three feet wide, either with existing right-of-way or with the acquisition of additional property. Other issues of concern included that there ought to be sufficient pedestrian protection, left-turn access for existing and future businesses, and bike paths.

Mayor Christopher noted that improvements on River Road have been constrained because additional right-of-way was not purchased when the opportunity presented itself in the past.

The group discussed the effect on traffic speed of widening the road. While wider roads tend to lead to faster through traffic, the effect can be reduced by inserting and/or widening a median or by placing trees on the side of the road, as both create the illusion of narrowness.

OTHER BUSINESS

There was no other business to bring before the Council at this time.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 12:56 p.m.

Tracy L. Davis, CMC
City Recorder

APPROVED:
MAYOR:

Lore Christopher

COUNCIL MEMBERS:

Councilor #1 – Judy Smith

ABSENT
Councilor #4 - Jacque Moir

Councilor #2 – Michel Gaynor

Councilor #5 - Richard Walsh

Councilor #3 – Charles Lee

Councilor #6 – James Taylor

Minutes approved:



October 20, 2003

AGENDA ITEM 9g

APPROVAL OF JULY 21, 2003 REGULAR SESSION MINUTES



MINUTES

KEIZER CITY COUNCIL

Monday, July 21, 2003

Keizer City Hall

Robert L. Simon Council Chambers

Keizer, Oregon

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Jacque Moir, Council President
Judy K. Smith, Councilor
James Taylor, Councilor
Richard Walsh, Councilor

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Marc Adams, Chief of Police
Dianne Hunt, Human Resources Director
Cheryl Vafakos, Interim Planning Director
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

FLAG SALUTE

Tracy Davis, City Recorder, and President of Oregon Association of Municipal Recorders, led the City Council in the flag salute.

PUBLIC TESTIMONY

Kevin Baker, Chair of Community Oriented Policing Committee - Addressed the Council regarding establishing a new Peddler Ordinance. After reviewing the proposed ordinance, it was decided that it was targeting too specific of a business type and it had too narrow of a scope. The Community Oriented Policing Committee recommends that no action be taken on this ordinance. Mr. Baker answered questions from the Council.

He then addressed the current ordinance in place, No. 90-193, adopted in December of 1990. It is a vending ordinance prohibiting street vendors. He noted this ordinance was not being used and recommended it be repealed.

Mayor Christopher invited Mr. Baker to come to the August 4, 2003, meeting to hear discussion regarding the recommended repeal which would be addressed under Old Business.

Mr. Baker continued with discussion of the Noise Ordinance. After review of the ordinance and discussion with the Police Department, the COPC recommended no further action on the Noise Ordinance revisions.

Mr. Baker concluded with a request for input from the Council to the Community Oriented Policing Committee. Mayor Christopher suggested Council give thought to this and present it at the August 4 meeting.

Judy Chappell, 5025 Bailey NE, Keizer - Referred to a letter which she sent to the Council asking the City to initiate a Vacation Proceeding on the property located at 5015 Bailey. Ms. Chappell said she felt the property had been devalued because the City took 10 feet of right of way off of Chemawa and reduced the property area from 8000 square feet to 7900 square feet. She is asking for 2 feet on Bailey to make up the difference in the square footage.

City Attorney Shannon explained the requirements and the difficulties encountered because the City owns some of the specified area property. He suggested that it be put on the August 4 agenda as an agenda item, noting that this would not be a commitment by the Council that the vacation will be finalized, it would be only the initiation of the process. A map will be included in this proceeding.

Council President Moir requested more information. She would like Rob Kissler to provide input from Public Works as to how this vacation would effect upcoming projects. Councilor Smith requested that Mr. Kissler provide Council with information as to right of way existing on Bailey including possible room for improvements.

Michael Kelly, 685 Chemawa Road NE, Keizer - An employee of KT Contracting, which is owned and operated by Keizer residents, addressed the Council. He stated that recently KT Contracting submitted a bid on the "North River Road & Wheatland Road Intersection Improvements" project and was the low bidder. However, the bid was determined to be non-responsive, because the bid documents did not contain information about similar past projects of the same size and scope done by KT. Mr. Kelly wanted to know the status of this situation.

Mayor Christopher indicated that the City had responded to Mr. Kelly's query and she had signed the letter that morning. She noted that the documents are public documents and invited Mr. Kelly to

view the other bid documents submitted on the project. She also noted that the bid had been awarded.

In response to Mr. Kelly's question about appealing the decision, City Attorney Shannon Johnson indicated that KT Contracting would need to engage legal counsel to pursue the issue.

Councilor Walsh indicated that it would be a good idea for Mr. Kelly to investigate the City rules for bidding. Mayor Christopher encouraged Mr. Kelly to call City Attorney John Lien to get a detailed description of why KT did not get awarded the bid. Councilor Gaynor encouraged Mr. Kelly to try again on another project.

Mayor Christopher asked if there were additional people in the audience who wished to speak. There was no response. Mayor Christopher thanked everyone for his or her testimony.

COMMITTEE REPORTS

Appointment to Volunteer Coordinating Committee

Council President Moir publicly thanked Terri McCowan for her commendable service to the community while serving on the Volunteer Coordinating Committee. Councilor Moir shared information about Ms. Cathy Clark who is an active member of the community, volunteering with Budget Committee, the League of Women Voters, Keizer Soccer Club, the Keizer Backyard Burning Committee, CCTTV, Salem Area Christian Home Schooler Network, and Kids Voting. She is a home school teacher and Vice President of Palma Cia pool. Ms. Moir concluded by appointing Cathy Clark to the Volunteer Coordinating Committee.

Mayor Christopher read the proclamation.

River Task Force

Councilor Walsh indicated that the first River Task Force meeting was held. There were representatives from Salem, the Park Board, etc. Marion County did not come to the meeting because they had not had their County meeting yet. They are considering assigning a commissioner to the River Task Force. Members of the task force felt that would be appropriate. Councilor Walsh encouraged Council to forward to him any ideas they had regarding the park near the Willamette River.

Volunteer Coordinating Committee

Councilor Smith stated that the Volunteer Coordinating Committee would be meeting Thursday at 7:00 pm.

Civic Center Task Force

Councilor Gaynor informed Council that the task force has been meeting regularly and should have a report in the next few months.

Emergency Volunteers Assisting Keizer

Councilor Moir distributed the quarterly report. She indicated that the group had participated in the Iris Festival parade (as KARE - Keizer Animal Rescue in an Emergency) and the safety night at the Keizer Fire Department (as EVAK). Bob Emmerich and Ray Hansen have been contacted by the City of Gresham because that city is interested in EVAK as a model program. Upcoming events are noted in the report and Ms. Moir encouraged staff and/or Council members to attend.

Councilor Moir distributed emergency management information given to her by former Mayor Newton and asked Council members to review it and determine if it should be pursued with that decision being made at the August 4 meeting.

Making After School Task Force

Councilor Lee indicated that now that all major jurisdictions have finalized their budgets, the Making After School Task Force will reconvene and he will have more information on the group at the August Council meeting.

OTHER BUSINESS

Human Resources

Human Resource Director Dianne Hunt noted that, with one week left to closing of the position for an Information Technologist, there have been over 600 hits to the web site. Next week the interviews for the Community Development Director position will take place.

Public Works Updates

Public works director Rob Kissler advised Council members and Storm Water Task Force members that he has agreed to sit on the Marion County Storm Water Task Force. They are dealing with the same compliance issues with the NPDS Phase 2 permits and he is hoping this will be an opportunity to promote some coordination in those areas.

Planning Update

Cheryl Vafakos, Interim Planning Director, reported that she had received letters regarding a driving range west of McNary Golf Course. There was an application for a "conditional use" to allow the driving range on the property, which was withdrawn in December 2002. Staff does not know the status; there is no application on file, and there has been no contact with them since January, 2003.

> New Business

Carlson Skate Park Issues

Council discussed the condition of the skate park. City Manager Chris Eppley stated that the need for repairs would be reviewed with the Park Master Plan. It was agreed that Public Works should examine the

park and address any dangerous issues needing attention.

Councilor Taylor informed Council that a new state law will be in effect January 1 requiring anyone age 16 or younger operating a wheeled apparatus to wear a helmet. Taylor proposed getting the Keizer ordinance in line before the January 1 deadline. Councilors Smith and Walsh indicated that the Bikeways Committee should be involved with any change in the helmet regulation and emphasized that they felt the Keizer regulation should remain in effect.

Councilor Taylor indicated the need for a firm helmet policy and its enforcement. He informed Council that there may be a group of skaters willing to work with the Parks Board or Council giving them input regarding the park.

Councilor Smith questioned why there was need for any discussion on the helmet law since the ordinance is established and, as a law there should be no question as to whether or not it is enforced. City Manager Epley indicated that the law is, in fact, being enforced, and Chief Adams confirmed but mentioned that all park users are not under the jurisdiction of Keizer Police. Additionally, he noted the enforcement of the law does nothing to improve the relationship of the Police force with the teens.

Council decided to refer the issue to Bikeways, Community Oriented Policing and Parks Board for input. The issue will be addressed at the first meeting in September.

Peddler Ordinance

As noted by Mr. Baker, chair of Community Oriented Policing, they are recommending that no action be taken on this ordinance. They are also requesting that Council repeal Ordinance No. 90-193. This issue will be brought back on August 4, 2003.

> Old Business

Keizer Station Plan - Development Disposition Agreement Update
Addressed in the Executive Session prior to Council meeting. Council will not take any action on it at this meeting.

Councilor Smith discussed "Keizer Build Day"- August 27 and the need for volunteers for Habitat for Humanity. Shifts are: 10-2, 2-6 and 6-10. Workers will have free admission to the Fair and will work on two houses. 40 people are needed for each of the first two shifts and 20 for the third shift. Also needed: \$5,000. Contributions would be appreciated. Contact Smith at home: 503-390-9297 or City Hall: 503-390-3700.

Councilor Walsh informed Council that his pen pal in Iraq has voiced his appreciation of the contact and personal support. Councilor Walsh indicated they want to fly a flag over their camp in Iraq and then send it to Keizer to be flown in the downtown park.

There was a consensus of the Council to allow this to happen.

Walsh will write back. Councilor Smith indicated that anyone interested in writing to a service person from the City of Keizer can contact her. (e-mail: lettersfromhome@comcast.net or home/City Hall)

ADMINISTRATIVE ACTION

a. ORDER- Appeal of Hearings Officer Decision - Major Variance Case No. 2003-08 (Weigel)

City Attorney Johnson reported at the last meeting Council directed staff to prepare an order denying the variance. Such order was provided for the Council's review.

Council President Moir moved to Adopt an Order in the Matter of the Application of Lloyd and Juanita Weigel for a Major Variance to Reduce the Required Street Side Setback for Property Located at 108 and 109 Shyrina Court NE, Keizer, Oregon (Case No. 2003-08)
Councilor Smith seconded the motion.

Councilor Lee noted he would be abstaining due to his absence at the July 7, 2003 City Council meeting.

The motion passed as follows:

AYES: Christopher, Gaynor, Moir, Smith, Taylor & Walsh (6)

NAYS: None (0)

ABSTENTION: Lee (1)

ABSENT: None (0)

b. Inland Shores PUD Reduction of Application Fee

Cheryl Vafakos, Interim Planning Director, reported that on July 7, 2003, City Council requested staff to provide a cost estimate associated with the possibility of Inland Shores applying for an amendment to their PUD (Planned Unit Development). The cost estimate was provided for Council's review. Ms. Vafakos responded to questions from Council. Shannon Johnson, City Attorney, pointed out that the cost estimate was requested by Council as a result of a request from residents for a reduction or waiver in the application fee. Council wanted to know the actual costs involved. Discussion continued on initiating differentiation in fees depending on if the application was for an entire PUD or an amendment.

Council Walsh moved that the amount of the PUD Amendment Application for Inland Shores be reduced from \$925 to \$725. Councilor Taylor seconded the motion.

Councilor Lee noted he would be abstaining due on July 7th.

The motion passed as follows:

AYES: Christopher, Gaynor, Moir, Taylor and Walsh (5)

NAYS: Smith (1)

ABSTENTIONS: Lee (1)

ABSENT: None (0)

Councilor Walsh moved for staff to prepare recommendations for a revised fee schedule based on actual costs. He requested two categories: one for full PUD and one for some version of a simplified PUD that could have a reduced cost.

Mayor Christopher seconded the motion and recommended a friendly amendment to have at least three categories (i.e. Simple, Medium and Full). Further recommendation was to accomplish this by the first of the year. Councilor Walsh agreed to the amendment.

The motion, with amendment, passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

None

**WRITTEN
COMMUNICATIONS**

Mayor Christopher noted that Keizer Art Association has an Open Studio from 1 to 4 this week and on the 28th, Member Gallery. She did not have an August calendar but is hoping to keep Council informed of activities. The Association has a Kids Art Program that runs the third week of every month. It is from 10-12 and 1-3 on Wednesday, Thursday and Friday for children 6-8 years old and 9-12 years old respectively. Children attend at no charge and do a variety of art projects.

AGENDA INPUT

August 4, 2003

7:00 pm City Council Meeting

August 11, 2003

5:30 pm Work Session (Note Time)

- Field trip with Planning Commission and Planning Department to Lake Oswego (boxed dinner provided) to view Country Club Road Improvements for ideas and possible use on River Road and Chemawa Road.

August 18, 2003

7:00 pm City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:45 p.m.

APPROVED:

Debbie Lockhart, Recording Secretary

MAYOR:

Lore Christopher

COUNCIL MEMBERS

Councilor #1 - Judy K. Smith

Councilor #4 - Jacque Moir

Councilor #2 - Michel Gaynor

Councilor #5 - Richard Walsh

Councilor #3 - Charles E. Lee

Councilor #6 - James Taylor

Minutes approved:



AGENDA ITEM 9h

October 20, 2003

APPROVAL OF AUGUST 4, 2003 REGULAR SESSION MINUTES



**MINUTES
KEIZER CITY COUNCIL**

Monday, August 4, 2003

Keizer City Hall

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

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Jacque Moir, Council President
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Judy K. Smith, Councilor
James Taylor, Councilor
Richard Walsh, Councilor
Crisel Perez, Youth Councilor

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Marc Adams, Chief of Police
Shannon Johnson, City Attorney
Cheryl Vafakos, Associate Planner
Dianne Hunt, Human Resources
Tracy Davis, City Recorder

FLAG SALUTE

Councilor Lee introduced Marky Huberstad, recipient of the President's Award from the Keizer Chamber of Commerce, and an outstanding volunteer, to lead the Flag Salute.

ANNOUNCEMENTS

Mayor Christopher read from the Keizer Heritage Association newsletter. ***Museum Displays:*** Currently on display a collection of toy trucks. Coming soon: a "Keizer Collectibles" display. September and October: Native American Artifacts; November and December: Betty Boop/Trail Blazer Memorabilia. For questions or to loan items contact Evelyn Franz at 503-393-5792 or Sue Melita at 503-390-0811. ***Other Events:*** Keizer Kids Art Classes. Open to children 6-12 years old. For more information call Keizer Art Association at 503-390-3010. ***Volunteers Needed*** for Flower Delivery

Committee. This committee helps Keizer Florist with deliveries during busy times and the delivery fees are donated to Keizer Heritage Foundation. Volunteers are needed for Valentine's Day and Mother's Day, 2004. To volunteer call John Jenkins at 503-390-0968.

PUBLIC TESTIMONY

None

PUBLIC HEARINGS

a. Resolution forming Pleasantview Drive Street Lighting District

City Manager Chris Eppley read the report and noted that the appropriate number of signatures had been gathered in order to form the street lighting district. He referenced the staff report of the June 16 meeting as well as the Engineer's Report approved by the Council on May 5, 2003 (attached). Recommendation was to open a Public Hearing and adopt a Resolution forming Pleasantview Drive Street Lighting District and an Ordinance Spreading Assessments to Pleasantview Drive Street Light District.

Ordinance – Spreading Assessments to Pleasantview Drive Street Light District

Mayor Christopher opened the public hearing.

With no one wishing to testify, Mayor Christopher closed the public hearing.

Councilor Moir moved to Adopt Resolution R2003 forming Pleasantview Drive Street Lighting Local Improvement District. Councilor Smith seconded.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Moir moved to Adopt a Bill for an Ordinance Spreading Assessments to Pleasantview Drive Street Lighting Local Improvement District. Councilor Smith seconded.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Best Buy Jerky, Inc., Liquor License Application

City Manager Chris Eppley reported that on July 16, 2003, an application for Off Premise Sales Liquor License for Best Buy Jerky, Inc., located at 4495 River Road N. Keizer, Oregon, was submitted to the City of Keizer. He noted that required notice had been met and a background check was done on the applicants (attached). Additionally he noted that the Keizer Planning Department found the location of the establishment to be properly zoned and

had no comment on the application. Recommendation was to open a public hearing and approve the application.

Mayor Christopher opened the public hearing

Ou Seng Saecheo, 4925 Countryside Court NE, Salem, Oregon 97305, informed Council that his mailing address was on the application and not the physical address. He stated the correct address for the establishment is 4925 River Road.

With no one else wishing to testify, Mayor Christopher closed the public hearing.

Councilor Moir moved to approve the application for an Off Premises Liquor License at Best Buy Jerky, Inc., under the guidelines as established by ORS 47.1.178 and the Ordinances of the City of Keizer and Forward This Recommendation to the Oregon Liquor Control Commission. Councilor Gaynor seconded.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE REPORTS

➤ *Riverr Task Force Report*

Councilor Walsh reported that Commissioner Ryan had been appointed to serve on the River Task Force by Marion County. Additionally the ten projects that Marion County is considering for funding have now been reduced to two with the Willamette River Park being one of the two.

➤ *CCRLS/Library Issue Report*

Councilor Walsh provided members with a copy of the Library Report. He noted that they have met with Chemeketa Community College people who outlined the financial consequences of joining the CCRLS.

There are two types of memberships: (1) Provisional membership with negotiations following to make it permanent which provides benefits of library resources with an inter-company exchange program and computer hook-up into their system. This is basically what the City has wanted to do. (2) Full membership (non-provisional) offers an allocation of money which would include a payment of \$35,000 to the City of Keizer's library based on population. This option has not been agreed to. He continued that everyone should consider this and give him directions.

Mayor Christopher summarized: Members of the CCRLS collect taxes to

help pay for libraries and at some point a portion of those taxes are returned for operation and maintenance of the individual libraries. Mr. Walsh explained that the funding is split based on population and the City of Keizer is the second largest in the system. Mayor Christopher added that Keizer citizens are paying into the CCRLS now but receiving no benefit.

A work session was scheduled in September to address this issue.

➤ ***SKATS Report***

Councilor Walsh reported that the City was still in line for money for Chemawa but there is a delay because of Congressional problems related to the T-21 program. The MWACT meeting is scheduled for August 7.

➤ ***Bikeways Committee***

Councilor Walsh reported that the bike path that leads to the Activity Center is scheduled to be improved by ODOT.

➤ ***Claggett Creek Watershed Project***

Councilor Taylor reported that he didn't have a formal report, but that he would have an update at the next meeting.

➤ ***EVAK Action***

Councilor Moir referred to the information about Citizen Corps distributed at the previous meeting. She summarized that three things are required for eligibility; two have been met but the medical participation is lacking. Ms. Moir noted that alternate funding is being explored and requested that the issue be postponed until she has investigated those options.

➤ ***Making After School Count Committee Report***

Councilor Lee reported that the committee had received a report from the subcommittee. The possibility of forming a special district or sending an operational levy to the voters is being explored but it would only fund Salem schools. Additionally, the possibility of levying an income tax on people who commute into Salem for work is being considered. Mr. Walsh pointed out that this would be taxation without representation.

The next meeting will be held September 3 to read the subcommittee's recommendation and make a final recommendation to the Salem City Council.

➤ ***Salem Conference Center Report***

Councilor Lee informed members that the groundbreaking for the Salem Conference Center would be Wednesday, August 6 at 4:30 pm, and invited anyone interested to attend.

OTHER BUSINESS

➤ ***River Road Task Force Report***

City Manager Chris Eppley reported that RFPs have been submitted and returned and are now being reviewed. He noted that a formal Task Force would need to be appointed by the end of August.

➤ ***New Business***

Habitat for Humanity - Councilor Smith reported that August 27th was Keizer Community Build Day at the Oregon State Fair and two Habitat for Humanity houses would be built. She noted that there was a need for 100 volunteers to fill three different shifts and also appealed for monetary donations. Anyone interested should call her at 503-390-3700 or 503-390-9297 or e-mail her at councilorsmith@comcast.net

➤ ***Old Business***

- *Letters from Home*: Councilor Walsh reported that he had spoken with Randy Kyper and the flag will be arriving soon. Mr. Kyper requested that his son be present at the flag raising. Councilor Lee added that he has been working with Ike Media to tape a Volcano game to be sent to our troops in Iraq.
- *Donation of Two Vehicles to KPD*: Chief Adams reported that Walmart is donating two 2002 Dodge Durangos to the Keizer Police Department. He explained that Lynn Halladay discovered the program and sent in a request resulting in the receipt of the vehicles.
- *Storm Water Task Force Meeting Reminder*: Rob Kissler reported that there would be a meeting at 5 pm on August 7 in Council Chambers to work on developing the Stormwater Management Plan.

ADMINISTRATIVE ACTION

a. Request to Initiate Partial Street Vacation on Bailey Road – Perry and Judy Chappell

City Attorney Shannon Johnson reviewed the history of this request. He added that the Chappells were told that they would need enough dedication to create a 30-foot half street which would mean they would have to give up 10 feet, however, because the centerline was moved in 1971, they only had to give up 2 feet. Also, the total frontage on Bailey and Chemawa Road is just over 250 feet. Development Code requires landowners with that much frontage either be required to do their own street improvements or be required to sign a Non-remonstrance Agreement. Public Works recommended the Non-remonstrance Agreement. Mr. Johnson concluded stating that he did not recommend the initiation of the Partial Street Vacation.

Councilor Moir Moved to table this Issue until the Plan for Improvements to Chemawa Road has been completed (approx. Spring 2004). Councilor Taylor seconded.

Councilor Smith objected to tabling the issue. She noted that she is not in favor of initiating the vacation, whether it be now or when the Chemawa plan is done. She noted that if sidewalks are put in later, it would be very expensive to buy the property back.

City Manager Chris Eppley addressed the policy question noting that there were conflicting issues and that this may come up in other areas. He concluded that a variance procedure is available, but Council has been very hesitant to go below the 4,000 square foot minimum.

Councilor Walsh agreed with Ms. Smith regarding tabling the issue. He noted that the location of the property is a key factor and noted that he was hesitant to give away right-of-way. He continued that the only option he would consider was to grant a variance.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Moir and Taylor. (5)

NAYS: Walsh and Smith (2)

ABSTENTIONS None (0)

ABSENT: None (0)

None

CONSENT CALENDAR

WRITTEN COMMUNICATION S

Councilor Smith reported that the Bicycle Transportation Alliance is promoting a "Bike Commute Challenge 2003" from September 2nd to 30th. Registration forms are available on their website: www.btaforbikes.org
Councilor Smith referenced an article in the Grand Ronde Tribe newspaper, "Smoke Signal" where the Confederated Tribes have partnered with

Salem/Keizer Volcanoes. She noted that the location of Volcano Stadium was listed as in Salem and she clarified that it is located at Exit 260 in Keizer.

AGENDA INPUT

August 11, 2003

5:30 pm City Council Work Session

➤ Lake Oswego Street Design Tour

August 18, 2003

7:00 PM City Council Meeting

September Work Session

CCRLS Library Participation Discussion

ADJOURNMENT

Mayor Christopher adjourned the meeting at 7:55 p.m.

APPROVED:

Debbie Lockhart, Recording Secretary

MAYOR:

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – Judy K. Smith

Councilor #4 – Jacque Moir

Councilor #2 – Michel Gaynor

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:



October 20, 2003

AGENDA ITEM 9i

APPROVAL OF AUGUST 11, 2003 WORK SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Monday, August 11, 2003
Robert L. Simon Council Chambers
Keizer City Hall, Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the work session to order at 5:36 p.m. Roll call was taken as follows:

Present:

Lore Christopher, Mayor
Jacque Moir, Council President
Michel Gaynor, Councilor
Judy Smith, Councilor
Jim Taylor, Councilor Elect

Planning Commission:

Holly Braun
Stan Compton

Absent:

Charles Lee, Councilor
Richard Walsh, Councilor

Staff:

Chris Eppley, City Manager
Cheryl Vafakos, City Planner

**TOUR OF CITY OF
LAKE OSWEGO**

**STREET
IMPROVEMENTS
AND DESIGN**

Members of the Council, Planning Commission, and staff departed City Hall at 5:45 p.m. en route to the Lake Oswego area to tour recent street design improvements. Ideas were viewed for potential future improvements to the River Road/Chemawa Road intersection area. After viewing the Lake Oswego area, the tour concluded with a short viewing the Portland Road area in Salem.

The van returned to City Hall at approximately 8:00 p.m.

ADJOURNMENT

The meeting was adjourned at 8:01 p.m.

Tracy L. Davis, CMC
City Recorder

APPROVED:

Lore Christopher-Mayor

COUNCIL MEMBERS:

Judy Smith – Council Position #1

Jacque Moir – Council President

Michel Gaynor – Council Position #2

absent
Richard Walsh – Council Position #5

absent
Charles Lee – Council Position #3

Jim Taylor – Council Position #6

Minutes approved:



October 20, 2003

AGENDA ITEM 9j

APPROVAL OF AUGUST 18, 2003 REGULAR SESSION MINUTES



MINUTES

KEIZER CITY COUNCIL
Monday, August 18, 2003
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Lore Christopher, Mayor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Jacque Moir, Council President
Judy K. Smith, Councilor
James Taylor, Councilor
Richard Walsh, Councilor
Crisel Perez, Youth Councilor

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Marc Adams, Chief of Police
Vickie Hilgemann, Keizer Parks Board
Shannon Johnson, City Attorney
Susan Gahlsdorf, Finance Director
Tracy Davis, City Recorder

FLAG SALUTE

Chris Jones from McNary High School, a volunteer police cadet, was introduced and led the City Council in the flag salute.

PUBLIC TESTIMONY

Patrick Sieng, 7090 Ridgemont Drive N, Keizer - Spoke to the Council as a Senior Cadet for the Keizer Police Department. He commended the cadets and thanked Officer Kelly, Sgt. Inman and Sgt. Teague for their help in the academy. He continued by congratulating the parents for their part in creating such high quality candidates.

Councilor Lee responded, complimenting Patrick Sieng for his leadership and noting that the high caliber of candidates was likely due to the fine example set by previous cadets. He thanked Patrick for his inspiration.

Vickie Hilgemann, representative of the Keizer Parks Board - Updated Council on Park Board activities.

- Regarding the Adopt A Park Program, she noted that about half of the parks are being mowed by volunteers and that an assessment will be done at the end of the year. If the Board feels it is beneficial, they will target other areas for improvement.
- The Board is working with Channel 23 creating a series of ads about parks in the community..
- Concerning the Carlson Skate Park and the helmet issue Ms. Hilgemann noted that the Board was split on the issue. Four (4) board members felt the existing regulation should remain in effect, two (2) felt the State regulation should be adopted, and one (1) felt more information was necessary before deciding. The Board felt the appropriate method for enforcing the regulation was reward rather than penalty but if citations were issued they would support a Peer Court to address the infractions. Additionally, Ms. Hilgemann noted that there are now three (3) Pepsi machines at the park. Recycling is hoped to be an option used to earn revenue for youth activities at this park.
- Ms. Hilgemann informed Council that there has been some preliminary consideration given to the need for a park in the Cummings area. The Board has talked with 24J and is hoping to get a master plan and then ask for community input. She noted additionally that the Board has been considering new play equipment for Pleasantview Park and has stayed updated on the Willamette River Task Force and the Labish Watershed Project.
- Mayor Lore Christopher noted that the annual Gubser Neighborhood Picnic is scheduled for 6:00 p.m., Thursday, August 18, 2003.

Mayor Christopher asked if there were additional people in the audience who wished to speak. There was no response. Mayor Christopher thanked everyone for their testimony.

CADET ACADEMY GRADUATION

Chief Marc Adams briefed Council regarding the Cadet Academy. Seven new cadets were accepted at the beginning of the summer and spent 90 hours in training showing capabilities in various aspects of police work. Chief Adams noted that these cadets have adopted the Keizer police ethics and may someday join Keizer Police Department. Officer Dan Kelly introduced the individual cadets and Chief Adams presented the certificates. In conclusion, Mayor Lore Christopher congratulated the cadets.

COMMITTEE REPORTS

Budget Committee Appointments

Chris Eppley, City Manager, read the staff report. It was noted in the report the terms of Art Bobrowitz and Cathy Clark would expire on August 30, 2003. Since both individuals had expressed their desire to be re-appointed for an additional 3-year term at the July 24, 2003,

Volunteer Coordinating Committee meeting, it was unanimously recommended that Art Bobrowitz and Cathy Clark be re-appointed to another 3-year term on the Budget Committee.

Councilor Moir moved to accept the recommendation of the Volunteer Coordinating Committee and reappoint Art Bobrowitz and Cathy Clark each to another 3-year term on the Keizer Budget Committee. Councilor Smith seconded the motion.

Councilor Smith, liaison to the Volunteer Coordinating Committee commended Art Bobrowitz and Cathy Clark for being positive influences on the Budget Committee and being dedicated volunteers with perfect attendance.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Volunteer of the Quarter Award

Sergeant Teague, Patrol Sergeant with the City of Keizer and City Emergency Manager, briefed Council regarding Louis Newman. He noted that Mr. Newman had been involved with the City of Keizer since before its incorporation. Sergeant Teague noted the nomination of Mr. Newman as Volunteer of The Quarter, which was unanimously approved by the Volunteer Coordinating Committee.

Mayor Chirstopher read several e-mails she received which enthusiastically supported the nomination of Mr. Newman. Mayor Christopher thanked Mr. Newman for his volunteer efforts and presented him with an inscribed clock from the City.

Mr. Newman accepted the award with thanks.

PUBLIC HEARINGS

a. Resolution for the Certification of Street Lighting District Assessments

Susan Gahlsdorf gave the staff report. She stated that the Street Lighting District Fund operates on a reimbursement basis. Because of this, the fund operates in deficit. This year the fund is beginning with a deficit of about \$2,000. At \$35,000/month cost, the fund will have \$170,000 deficit by the end of November. With this in mind, a financial policy has been developed which proposes that at June 30 of each year sufficient reserves shall exist to adequately cover the cash-flow needs of the fund and to adequately provide for economic uncertainties for the upcoming year. To achieve this the finance department pro-rated the \$170,000 deficit to each lighting district based on their electricity bills. She noted that the issue is whether or not to continue borrowing money or to make the fund whole. The latter is the least expensive

option because interest will not be paid for borrowed funds, but will be earned and can be used to offset operating costs in future years. Ms. Gahlsdorf requested that the public hearing be opened, the issue deliberated and a decision made.

City Manager, Chris Eppley, noted that after researching several other options, the option presented appeared to be the most appropriate and cost effective method.

Mayor Christopher opened the public hearing

Testimony:

Jerry McGee, 1030 Ridgepoint Street NE, Keizer - testified against the resolution as presented. He noted that some sort of resolution needs to be passed by August 31 and that this issue involves cash flow and not cash deficit. He stated that he felt it was not a good idea to pre-charge the community \$170,000 in order to solve a short-term cash flow issue. However, if it is determined that this is the best way to address the issue, he asked that the remedial action be spread out over a 5-year period. He questioned the amount of \$170,000 vs. \$113,000. Mr. McGee suggested borrowing funds from another program, or, if the pre-charge option was adopted, to spread it over a 5-year period.

With no one else wishing to testify, Mayor Christopher closed the public hearing.

Councilor Moir stated she was against inter-fund borrowing because it meant postponement of planned projects. She also questioned the amount being requested. Councilor Smith noted that this resolution is asking citizens to fund the stoppage of inter-fund borrowing. They will not be getting more electricity or benefits.

City Manager Eppley responded stating that it is a question of equity. For example: Should a fee that a development group paid for the purpose of funding park improvements be used to subsidize the costs of providing street lighting in a district because the electric costs went up? The city has to be made whole for those districts, otherwise the public in general is subsidizing that district's use of street lighting. It is an equity issue.

Discussion continued with Council addressing the issues of lighting districts, deposits and billing. Members also considered adjusting the requested resolution so that the amount was spread out over a period of three years.

Councilor Moir moved to adopt Resolution R2003 – Certification of Street Lighting District Accounts with an amendment that the cash-flow requirement line be reduced to one-third of the stated amount and that the extra two-thirds be made up in the next two years with the round up year being on the third year. Councilor Lee seconded.

City Attorney Shannon Johnson clarified the motion: The motion is to adopt the resolution as written with the amendment that the cash flow requirement line in the exhibit be reduced to one-third of that amount. For each one of the street lighting districts, the cash flow requirement would be reduced to one-third of the amount on the exhibit and in the succeeding two years it would be increased by one-third until it is whole. The rounded year would be year three.

The motion passed as follows:

AYES: Christopher, Gaynor, Lee, Moir, Taylor and Walsh (6)

NAYS: Smith (1)

ABSTENTIONS: None (1)

ABSENT: None (1)

OTHER BUSINESS

Keizer Chamber of Commerce Visitors Services Committee met on August 12. Councilor Lee informed Council that the Committee is considering a Keizer Image Award which would be an annual award for businesses within the Keizer business district that have improved the appearance of existing businesses or created new ones. They are planning involvement with enhancement of River Road as well and considering focusing on recognition of 45th parallel.

BAT Teen Ad Hoc Committee - Councilor Lee relayed a request from Janet Carlson for volunteer citizens to serve on the BAT Teen Ad Hoc Committee. The committee is designed to give the school districts input on budget issues. It is a 24-member committee, but there are only 12-15 signed up at the present time. He left an application with Tracy Davis for anyone interested. The District web page has the application as well.

Councilor Moir stated that the BAT committee deadline is August 19 so interested parties should get application right away. She also noted that there are three other school district committees who are looking for volunteer citizen members. School district offices or web pages will have that information.

Letters from Home Campaign - Councilor Lee informed Council that arrangements were made with the Salem/Keizer Volcanoes to tie in with the Letters from Home Campaign. Ike Media attended the August 6 game (Patriotic Night) and video taped the event. Any families in the Keizer community who would like to send the video to

a relative serving in Iraq can get the video free of charge. Interested parties should call 1-800-299-6374.

Councilor Smith noted that Keizer Times is interested in information from anyone who has been participating in this project. If participants have anything of interest they would like to pass on to Keizer Times they should get in touch with them.

Keizer Places of Interest Committee – Mayor Lore Christopher noted that the Council had adopted a resolution for KPIC, the Keizer Places of Interest Committee. She named Councilor Taylor as liaison to the committee and asked Councilor Lee to join the committee as well.

Councilor Moir asked how citizens would get on this committee and Tracy Davis noted that according to the press release, the closing date is Friday, August 22. Those interested should contact her.

MWACT Meeting – Councilor Walsh addressed Council regarding the MWACT Meeting. He noted that if anyone wants to make a comment, the "Draft Project Eligibility Criteria and Prioritization Factors for the 2006-2009 Development Stip and Construction Stip Process Overview" is available. He has extra copies for anyone interested to review and comment on.

Councilor Moir noted that input on this was crucial. Council may want to schedule a work session to discuss what projects Council would like to put in the pipeline. The next MWACT meeting is scheduled for September 11, so Council members should get back to him before then. Mayor Christopher noted a work session could be scheduled for in combination with the Library and Transportation work sessions on September 8.

US Flag from Iraq – Councilor Walsh noted that the flag from Iraq is on its way. He is expecting it to be at the next City Council meeting.

Willamette River Task Force – Councilor Walsh stated that Oregon State Parks are requiring a Resource Inventory before any planning can be done. The Governor's Committee, Willamette River Initiative and the Mid-Willamette River Connection Group have access to some lottery funds and have dedicated the funds to this expense.

Keizer Build Day at State Fair is scheduled for August 27. Councilor Smith noted volunteers and donations are still needed. She noted three shifts were available. Ike Media has put her phone and e-mail on so she could be contacted. Council Walsh gave Councilor Smith a list of 21 people from St. Edward who had signed up to help. Additionally, he noted that at the next meeting he would have a \$500 donation.

Labish Ditch Mitigation Project – Public Works Director, Rob Kissler, informed Council that on August 4 staff met with three representatives of the Corp of Engineers. Hopefully their feasibility study will be complete by the mid-September. Funding on the project will be determined sometime after October 10. There appears to be about 80% chance that funding will be granted.

Wheatland/River Road Intersection – In response to a query from Councilor Taylor, Mr. Kissler stated that the underground portion for the utilities for the traffic signal has been completed. The paving will be completed August 18. Mr. Kissler indicated that the intersection would be operational by mid-September or early October.

ADMINISTRATIVE ACTION

a. RESOLUTION

Establishing an Ad Hoc Task Force to Create a Storm Water Master Plan

Public Works Director, Rob Kissler, read the staff report on Resolution R2001-1300 which created An Ad Hoc Task Force to study water rates. The Task Force was comprised of seven (7) members: a representative from the Keizer Chamber Governmental Affairs Committee, a representative from the Development Committee, two Keizer residents, two members of the City Council and a representative from the Keizer Neighborhood Association Group. The Director of Public Works served as the staff liaison. Additionally, Mayor Christopher appointed Councilors Moir, Gaynor and Smith to serve on the Task Force. The Task Force has been meeting regularly since January 2003. It has been noted that a resolution has not been adopted by Council which formalizes the Task Force. Mr. Kissler recommended that City Council adopt a resolution which will formally create the Ad Hoc Task Force to carry out the process for creating a storm water management plan.

Councilor Moir moved to adopt Resolution R-2003 Establishing an Ad Hoc Task Force to Create a Storm Water Master Plan. Councilor Smith seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

Councilor Moir moved for the approval of the Consent Calendar which is one item, a Resolution – Authorization of Expenditure of Specific Purpose Funds. Councilor Lee seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

WRITTEN COMMUNICATIONS

Mayor Christopher read a card addressed to City Leaders, asking for the repaving of Wheatland and Clear Lake Roads before school starts. Public Works Director, Rob Kissler, responded saying that because projects like this need to be coordinated with the County, these roads would not be repaved until late spring or early summer of 2004. A Pavement Management program has been implemented which will "rate" Keizer streets and streets will be paved in order of need. Mr. Kissler added that more cuts are anticipated on Wheatland and Clear Lake, but smoothing will be attempted when those cuttings are completed.

Councilor Walsh directed Council's attention to the communication from the SKATS Project Manager regarding the High Priority Transit Corridor on River Road. He asked Council members to contact him or City Manager, Chris Eppley, if they disagree with the plan.

City Attorney Shannon Johnson noted that Council needed to take action on the Gooley matter which is set for Public Hearing on September 2, 2003. He pointed out that this was the Barnick Road property that ended up with an extra lot and Council changed the variance criteria. Councilor Johnson reviewed the background on this issue and suggested that Council move to suspend the rules and then pass a motion to notice the issue for Public Hearing. Mayor Christopher added that residents of that neighborhood have signed a petition asking Council to address this issue so they don't have to have a bare lot in the neighborhood.

Council Moir moved to suspend the rules to address the Gooley property issue Minor Variance Case No. 2003-21. Councilor Taylor seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council Moir moved to call up for Public Hearing at City Council Meeting on Tuesday, September 2, 2003, Minor Variance Case No. 2003-21 (Gooley). Councilor Taylor seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Gaynor, Lee, Moir, Smith, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

AGENDA INPUT

September 2, 2003 (Tuesday)

7:00 pm City Council Meeting

- Minor Variance Case No. 2001-21 (Gooley)

September 8, 2003

12:00 Noon – City Council Work Session

- CCRLS Library/ City of Keizer
- Transportation Projects

September 8, 2003

5:30 pm – Second Tour of Lake Oswego

September 15, 2003

7:00 pm – City Council Meeting

- Comp Plan/Zone Change Public Hearing (Chapin-Marion County Fire District)

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:38 p.m.

APPROVED:

Debbie Lockhart, Recording Secretary

MAYOR:

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – Judy K. Smith

Councilor #4 – Jacque Moir

Councilor #2 – Michel Gaynor

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:



October 20, 2003

AGENDA ITEM 9k

APPROVAL OF AUGUST 25, 2003 SPECIAL SESSION MINUTES



**MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, August 25, 2003
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon**

CALL TO ORDER

Mayor Christopher called the special session to order at 6:35 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Jacque Moir, Council President
Judy K. Smith, Councilor
Michel Gaynor, Councilor
Charles E. Lee, Councilor
Richard Walsh, Councilor
James Taylor, Councilor

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Shannon Johnson, City Attorney
Marc Adams, Chief of Police
Susan Gahlsdorf, Finance Director
Cheryl Vafakos, Interim Planner
Tracy L. Davis, City Recorder

**PUBLIC
TESTIMONY**

None

**ADMINISTRATIVE
ACTION**

**a. Resolution –
Certification of
Lighting District
Accounts**

Susan Gahlsdorf reported that, in accordance with Council direction, she had recalculated the Street Lighting District Assessments reducing the working capital requirement to one-third of what was previously recommended. She pointed out corrections listed in the staff report (attached) and noted that because of the corrections, the resolution that passed on Monday, August 18, 2003, was not signed by the Mayor. Ms. Gahlsdorf concluded that staff recommendation is that Council pass a motion to reconsider the resolution passed on Monday, August 18, 2003, and pass the attached resolution as corrected.

Council Moir moved to Reconsider the Resolution for Certification of Lighting District Accounts passed Monday, August 18, 2003. Councilor Taylor seconded.

The motion passed unanimously as follows:

AYES: Christopher, Moir, Gaynor, Lee, Walsh and Taylor (6)

NAYS: Smith (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

Council Moir moved to Adopt Resolution R2003 for Certification of Lighting District Accounts. Councilor Taylor seconded.

The motion passed unanimously as follows:

AYES: Christopher, Moir, Gaynor, Lee, Walsh and Taylor (6)

NAYS: Smith (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Smith asked if the City could convert the multiple lighting districts into one overall district.

City Attorney Johnson responded that it was his understanding that it would require a popular vote every few years and would be set up similar to a levy or a special assessment. He suggested that the information be brought forward either in a work session or memorandum.

Mayor Christopher suggested that Counselor Johnson start with a memorandum and Council would go from there.

Explaining large single lighting districts such as that in Portland, City Attorney Johnson and Chris Eppley pointed out that the costs for those were subsidized by local tax rates. City Attorney Johnson continued with more details about differences in charges between Keizer and other Cities. Rob Kissler explained that the City of Keizer is served by two power suppliers, and that each district funds a different amount of lights. The assessments cover the actual electricity as well as lease and maintenance costs of the pole and light. City Manager Eppley noted that a single lighting district had been considered at one time, but it became an equity issue and was postponed.

OTHER BUSINESS

Councilor Smith reminded members of the Habitat for Humanity day on Wednesday, August 27. She requested that if anyone knew of additional volunteers, they give her the names.

ADJOURNMENT

Mayor Christopher adjourned the meeting at 6:50 p.m.

APPROVED:

Debbie Lockhart, Recording Secretary

MAYOR:

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – Judy K. Smith

Councilor #4 – Jacque Moir

Councilor #2 – Michel Gaynor

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:
