

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
Monday, September 20, 1993
7:30 p.m.
Robert L. Simon Council Chambers
Keizer City Hall
Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

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

4. COMMITTEE REPORTS

- a. Planning Commission Appointments

5. PUBLIC HEARINGS AND DELIBERATIONS

- a. ORDINANCE - Clear Lake Area Comprehensive Land Use Map
Amendment (continued from September 7, 1993)

6. ADMINISTRATIVE ACTIONS

- a. Keizer Little League Park Alternative Uses
- b. ORDINANCE - Keizer Park Regulations

7. CONSENT CALENDAR

- a. RESOLUTION - Certification of Lighting District Accounts
- b. RESOLUTION - Orchard Crest Phase 3 Street Lighting Local
Improvement District

- c. Housing Issues
- d. Approval of September 7, 1993 Regular Session Minutes

8. OTHER BUSINESS

This time is provided to allow Council members the opportunity to bring matters before the Council which are not on tonight's agenda.

9. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications and petitions.

10. EXECUTIVE SESSION

Pursuant to ORS 192.660(1)(d) - Labor Negotiations

11. AGENDA INPUT

October 4, 1993

7:30 p.m. City Council Meeting

Library Task Force Report

Willamette Lutheran Home - Public Hearing Liquor License App

October 11, 14, and 21

7:00 p.m. Public Workshops on Service Delivery

October 18, 1993

7:30 p.m. City Council Meeting

Comprehensive Housing Affordability Strategy Presentation

ADA Self Evaluation Public Hearing

12. ADJOURN

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



City of Keizer

930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700 • Fax # 393-9437

CITY COUNCIL MEETING: September 20, 1993

AGENDA ITEM NUMBER: 4a

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: DOTTY TRYK *dotly*
CITY MANAGER

FROM: TRACY L. DAVIS *tracy*
CITY RECORDER

SUBJECT: KEIZER PLANNING COMMISSION APPOINTMENTS

ISSUE:

On September 30, 1993 the Planning Commission terms of Lee Dunn and Marty Matiskainen will expire. Mr. Matiskainen has submitted an application for reappointment to his position on the Commission. However, according to Keizer City Ordinance 83-006, Mr. Dunn is ineligible to serve a third consecutive term on the Planning Commission.

At the September 14, 1993 Volunteer Coordinating Committee meeting, Mr. Matiskainen's application and seven additional applications were considered. The applications were well diversified and represented a broad scope of the community. The Committee unanimously approved the recommendation for appointment of Denny Muchmore to fill the vacancy created by Lee Dunn. The Volunteer Coordinating Committee also unanimously approved the recommendation for reappointment of Marty Matiskainen. Both individuals terms would expire on September 30, 1996.

A copy of the recommended applications are attached for your information.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Denny Muchmore and reappoint Marty Matiskainen for three-year terms on the Keizer Planning Commission.

Denny Muchmore
5335 Lancers Ct. NE
Keizer, OR 97303
585-2474

May 11, 1993

The Honorable Mayor and City Council
City of Keizer
PO Box 21000
Keizer, OR 97307

RE: Planning Commission Application

Dear Mayor and City Council:

I am attaching this statement of intent to clarify my reasons for volunteering to serve the City of Keizer as a member of the Planning Commission. I learned of this position from Mr. Sam Goesch of the Keizer Planning Commission, who informed me of the position and asked if I would be interested in submitting an application. Although I am not a long-time resident of Keizer, I have been very favorably impressed with the community during the year that my family and I have lived here.

By profession, I am a Civil Engineer, and work for Westech Engineering, Inc., a local consulting engineering firm. In my dealings with various communities in the Willamette Valley, it has become apparent to me that those communities with a history of citizen participation in the long term comprehensive planning process are better able to serve the needs of their citizens.

As a consulting engineer, it is common to plan not for conditions as they exist today, but for conditions as they will exist in 15 or 20 years. I believe this gives me a valuable perspective on the importance of having long term planning policies which reflect the character of the community. Much of the planning for community growth must consider the development of the infrastructure to serve that community.

I appreciate the opportunity of applying to serve the community in this position, and I hope my talents will fit your needs. Thank you for your time and consideration in this matter. If you have any questions or need any additional information regarding this matter, please feel free to contact me.

Sincerely,

Denny Muchmore

drm
Enclosure

**CITY OF KEIZER
VOLUNTEER APPLICATION FORM**

NAME Denny Muchmore DATE 5-3-93
ADDRESS W. Sec Eng. DAY _____
PHONE 585-2474 EVENINGS/WEEKENDS _____
PHONE 390-4070

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

See Attached Letter

Number of hours per week you can volunteer: _____

Day or days of week available: _____

Time of Day available: _____

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED

Budget Committee	_____	Clerical	_____
Parks Committee	_____	Computer Entry	_____
Planning Commission	<u>X</u>	Research	_____
Volunteer Coordinating Comm	_____	Maintenance	_____
		Reception	_____
		Landscape	_____
		Other	_____

List Other: _____

EDUCATION BACKGROUND

High School JUNEAU - Douglas High, JUNEAU, ALASKA Date Completed 6/79

College BYU, PROVO, UTAH Date Completed 1987 (BS) 1992 (MASTERS)

PERSONAL REFERENCE

Name SAM GOESCH

Telephone 390-5646 (hm)
393-6252 (wk)

Address 1338 MARZGOLD STR NE KEIZER, OR 97303

CURRENT PLACE OF EMPLOYMENT

Employer's Name WESTECH ENGINEERING, INC

Employer's Address and Telephone 3421 25TH STR SE, SALEM OR 97302

Your Position PROJECT ENGINEER Beginning Date 5/1/92

May we contact you at work? YES

PREVIOUS VOLUNTEER EXPERIENCE

BOY SCOUTS OF AMERICA, SCOUTMASTER
(Volunteer Agency)

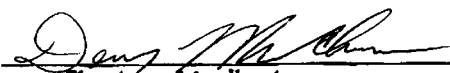
Address _____ Telephone 581-6601

Supervisor LARRY STEWART 390-6157 Duties SCOUTMASTER

AUTHORIZATION WAIVER

HAVE COMPLETED THE ABOVE QUESTIONS AND TO THE BEST OF MY KNOWLEDGE, THAT HAS BEEN STATED IS TRUE.

IF APPOINTED TO A VOLUNTEER POSITION, I AGREE TO SERVE WITHOUT REIMBURSEMENT OF ANY KIND, AND WITH THE UNDERSTANDING AND AGREEMENT THAT ACCIDENT AND MEDICAL INSURANCE IS NOT PROVIDED BY THE CITY OF KEIZER.


Signature of Applicant

5/4/93
Date

PLEASE RETURN COMPLETED APPLICATION TO:

**VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
930 CHEMAWA ROAD N.E.
P. O. BOX 21000
KEIZER, OREGON 97307-1000**

Telephone: 390-3700
Tracy L. Davis
City Recorder

carlson/veit architects p.c.

3085 river road north • salem, oregon 97303
503 390-0281 • fax 503 390-0812

LETTER OF TRANSMITTAL

TO CITY OF KEIZER
P.O. Box 21000
KEIZER, OR 97307-1000

DATE <u>7/15/93</u>	JOB NO. <u>—</u>
ATTENTION <u>TRACY DAVIS</u>	
RE: <u>PLANNING COMMISSION.</u>	

WE ARE SENDING YOU:

- ☒ Attached ☐ Under separate cover via _____ the following items:
- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
- ☒ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1	7/15/93		VOLUNTEER APPLICATION FORM KEIZER PLANNING COMMISSION

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Accepted as submitted ☐ Resubmit _____ copies for approval
- ☒ For your use ☐ Accepted as noted ☐ Submit _____ copies for distribution
- ☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
- ☐ For review and comment ☐ _____
- ☐ FOR BIDS DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS OFFICIAL APPLICATION TO RENEW MY MEMBERSHIP
ON THE KEIZER PLANNING COMMISSION FOR A SECOND
TERM.

COPY TO _____

SIGNED: MARTY MATISKANER.

If enclosures are not so noted, kindly notify us at once.

CITY OF KEIZER
VOLUNTEER APPLICATION FORM

NAME MARTIN (MARTY) MATISKAINEN
ADDRESS 1771 STOLEHEIDE DR. N.E.
KEIZER, OR 97303

7/15/93
DATE 4/14/93
DAY _____
PHONE 360-882-0281
EVENINGS/WEEKENDS _____
PHONE 393-0824

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

INTERESTED IN FUTURE GROWTH AND ENHANCEMENT OF KEIZER

Number of hours per week you can volunteer: 2

Day or days of week available: All

Time of Day available: any

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED

Budget Committee _____
Parks Committee _____
Planning Commission X
Volunteer Coordinating Comm _____

Clerical _____
Computer Entry _____
Research _____
Maintenance _____
Reception _____
Landscape _____
Other _____

List Other: _____

EDUCATION BACKGROUND

High School HELAND SENIOR HIGH SCHOOL

Date Completed 6/68

College MONTANA STATE UNIVERSITY

Date Completed 6/74

PERSONAL REFERENCE

Name CRUIK CAMPION

Telephone 390-0281

Address 3085 RIVER ROAD N.

CURRENT PLACE OF EMPLOYMENT

Employer's Name CAMPION/VEIT ARCHITECTS

Employer's Address and Telephone 3085 RIVER ROAD N. 390-0281

Your Position ARCHITECT Beginning Date 6/90

May we contact you at work? YES

PREVIOUS VOLUNTEER EXPERIENCE

KEIZER URBAN RENEWAL ADVISORY BOARD.
(Volunteer Agency)

Address 930 CHEMUNAWA RD. N.E. Telephone 390-3700

Supervisor BO OTTERMAN
ANDY ORWITT.

Duties ASSIST W/ DEVELOPMENT
OF RENEWAL PLAN.

AUTHORIZATION WAIVER

I HAVE COMPLETED THE ABOVE QUESTIONS AND TO THE BEST OF MY KNOWLEDGE, WHAT HAS BEEN STATED IS TRUE.

IF APPOINTED TO A VOLUNTEER POSITION, I AGREE TO SERVE WITHOUT REIMBURSEMENT OF ANY KIND, AND WITH THE UNDERSTANDING AND AGREEMENT THAT ACCIDENT AND MEDICAL INSURANCE IS NOT PROVIDED BY THE CITY OF KEIZER.

Mart Martise
Signature of Applicant

4/14/93 / 7/15/93
Date

PLEASE RETURN COMPLETED APPLICATION TO:

VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
930 CHEMUNAWA ROAD N.E.
P. O. BOX 21000
KEIZER, OREGON 97307-1000

Telephone: 390-3700
Tracy L. Davis
City Recorder

1 BILL NO. _____

A BILL

ORDINANCE NO.
93-_____

2
3 FOR

4 AN ORDINANCE

5 ADOPTING LEGISLATIVE AMENDMENTS TO THE
6 KEIZER COMPREHENSIVE PLAN AND KEIZER ZONING
7 ORDINANCE REGARDING THE CAWS PROPERTY AND
8 THE CLEAR LAKE PROPERTIES (AMENDING
9 ORDINANCE NOS. 87-077 AND 87-078)

10 WHEREAS, certain property owners of two distinct and
11 separate areas of Keizer known as the CAWS property and the
12 Clear Lake properties petitioned the Keizer Planning Commission
13 to initiate legislative amendments to the Keizer Comprehensive
14 Plan and the Keizer Zoning Ordinance and such properties are
15 described in Exhibits "A" and "B" attached to the Findings;

16 WHEREAS, the Keizer Planning Commission initiated the
17 legislative amendment process to consider amending the
18 Comprehensive Plan designation and zone designation of the area
19 north of the Wheatland Road/River Road intersection including
20 the CAWS property and the Clear Lake properties;

21 WHEREAS, the Keizer City Council has held numerous hearings
22 on this matter and has determined that the plan and zone changes
23 made herein are appropriate and meet the criteria set forth in
24 state law, the Keizer Comprehensive Plan and the Keizer Zoning
25 Ordinance;

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

27 Section 1. FINDINGS. The City of Keizer adopts the
28 findings set forth in Exhibit "1" attached hereto and by this
29 reference incorporated herein.

1 - ORDINANCE NO. 93-_____

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1835

1 Section 2. COMPREHENSIVE PLAN MAP CHANGE. The
2 Comprehensive Plan map designation for the CAWS property
3 (Exhibit "A") is hereby changed from Campus Light Industrial
4 (CLI) to Mixed Use (MU) for the area described in Exhibit "A" -
5 Parcel I and from Campus Light Industrial (CLI) to Low Density
6 Residential (LDR) for the area described in Exhibit "A" - Parcel
7 II. Those areas are set forth on the map attached as Exhibit
8 "C" attached to the Findings. In addition, the general
9 southeasterly area of the CAWS property is designated as Park
10 (P) subject to further study. The Comprehensive Plan
11 designation for the Clear Lake properties (Exhibit "B") is
12 hereby changed from Medium and High Density Residential (MHDR)
13 to Low Density Residential (LDR). The Keizer Comprehensive Plan
14 map shall be modified to reflect these changes.

15 Section 3. ZONE CHANGE. The zoning of the CAWS property
16 is hereby changed from Urban Transition (UT) to Mixed Use (MU)
17 for the area described in Exhibit "A" - Parcel I and from Urban
18 Transition (UT) to Single Family Residential (RS) for the area
19 described in Exhibit "A" - Parcel II. Those areas are set forth
20 on the map attached as Exhibit "C" attached to the Findings.

21 Section 4. CAWS PROPERTY ZONE CHANGE CONDITIONS. The
22 following conditions are attached to the CAWS property zone
23 changes:

24 a. For all portions of the CAWS property that are
25 developed residentially, the density overall shall not exceed
26 an average of 8.8 dwelling units per gross acre as a maximum.

(However, pursuant to Keizer Comprehensive Plan, for property that is developed residentially in the MU portion, the density shall be a minimum of 8 dwelling units per gross acre.)

b. The total number of multi-family units on the CAWS property shall not exceed 150. As used herein, "multi-family units" means any building with five (5) or more dwelling units.

c. No building permit shall be issued, and no development shall be allowed on any of the CAWS property, until detail plan approval is granted to a subdivision or planned development application encompassing the entire CAWS property.

d. The development of the MU zoned portion of the CAWS property shall be conditioned on the proposal's conformance with the purpose statement of the MU zone especially as it relates to creating a compatible mix of residential and commercial uses.

Section 5. AMENDMENT OF THE KEIZER ZONING ORDINANCE AND KEIZER COMPREHENSIVE PLAN. Ordinance No. 87-077 (Keizer Comprehensive Plan) and Ordinance No. 87-078 (Keizer Zoning Ordinance) are hereby amended as set forth herein.

Section 6. EFFECTIVE DATE. This Ordinance shall be effective thirty days after its passage.

PASSED this _____ day of _____, 1993.

SIGNED this _____ day of _____, 1993.

Mayor

City Recorder

824.119

3 - ORDINANCE NO. 93-_____

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

**CITY OF KEIZER
MARION COUNTY, OREGON**

In the Matter of	)	
	)	FINDINGS AND CONCLUSIONS
Certain Legislative	)	
Changes to the	)	
Comprehensive Plan and	)	
Zoning Maps of the	)	
City of Keizer, Oregon	)	

I. GENERAL

A. Petitions for Legislative Amendments

1. CAWS Property. By letter dated March 3, 1993, Lawrence T. Epping, President of C.A.W.S., Inc., an Oregon corporation, petitioned the Planning Commission of the City of Keizer to initiate legislative amendments to the Keizer Comprehensive Plan and the Keizer Zoning Ordinance, to redesignate and rezone a 67 acre parcel located on the east side of River Road, North, immediately north of the proposed Hidden Creek development, from Campus Light Industry/Urban Transition to Mixed Use/Mixed Use. This petition was filed with the Planning Commission pursuant to and in accordance with the provisions of Sections 4.12 through 4.14 of the Keizer Zoning Ordinance. The property in question is hereinafter referred to as "the CAWS Property". The legal description for this property is set forth in Exhibit A, attached hereto and by this reference incorporated herein.

2. Clear Lake Properties. By letters and petitions dated March 2 and 17, 1993, the Clear Lake Neighborhood association and approximately 165 residents and owners within the Clear Lake area petitioned the Keizer Planning Commission to initiate legislative amendments to the Keizer Comprehensive Plan, redesignating 10 parcels located in the 7200 to 7400 blocks of Wheatland Road, North from Medium and High Density Residential to Low

Density Residential. These letters and petitions were filed with the Planning Commission pursuant to and in accordance with the provisions of Sections 4.12 through 4.14 of the Keizer Zoning Ordinance. The parcels in question, which total 32.88 acres, more or less, are hereinafter referred to as "the Clear Lake Properties". These parcels are located slightly more than 1/2 mile north of the Wheatland Road/North River Road intersection. The legal descriptions for these parcels are set forth in Exhibit B, attached hereto and by this reference incorporated herein.

B. Planning Commission Consideration and Recommendation. The Keizer Planning Commission held a hearing on the petitions relating to the CAWS and Clear Lake properties. Following the close of the hearing, the Planning Commission adopted a resolution initiating an amendment to the Keizer Comprehensive Plan Land Use Map for the entire area north of the intersection of Wheatland Road and River Road leaving open the question of the actual plan and zone designation..

C. LCDC Action

1. On May 21, 1993, the Department of Land Conservation and Development of the State of Oregon ("the Department") issued its report on the final periodic review orders for the Cities of Salem and Keizer. The report found that Salem and Keizer had not met the requirements for periodic review with regard to adequately protecting large industrial properties against division or conversion to other uses. The Department's report recommended that Salem and Keizer be required to amend their Periodic Review Orders to provide further protection for undeveloped large industrial properties.

2. On June 10, 1993, the Land Conservation and Development Commission ("the Commission") held a public hearing on the Periodic Review Orders for the cities of Salem and Keizer. The Commission received testimony and other evidence on the industrial lands protection issue. Keizer requested that it be permitted to redesignate and rezone the CAWS Property to non-industrial uses, and Salem requested that it be permitted to redesignate

and rezone a parcel of up to 30 acres to non-industrial uses, to accommodate the siting of a new public school. Both jurisdictions indicated a willingness to undertake a new review and analysis of industrial lands within the Salem/Keizer urban growth boundary. At the conclusion of the hearing, the Commission voted to permit Salem and Keizer to redesignate and rezone up to 100 acres to non-industrial uses now, while the new industrial lands analysis is pending.

D. City Council Hearing. Based upon the resolution adopted March 17, 1993, and in accordance with the provisions of Section 4.13 of the Keizer Zoning Ordinance, the Keizer City Council ("the Council") held a hearing on the proposed legislative comprehensive plan and zoning amendments on August 16, 1993. During this hearing, the Council heard testimony and received evidence from representatives of the CAWS Property, representatives of the Clear Lake Neighborhood Association, owners of properties abutting the CAWS and Clear Lake properties and other interested citizens.

II. APPLICABLE CRITERIA

The criteria applicable to the proposed comprehensive plan and zone changes are set forth in Sections 4.16 and 4.17 of the Keizer Zoning Ordinance.

III. FINDINGS AND CONCLUSIONS CONCERNING APPLICABLE CRITERIA

A. Comprehensive Plan Criteria

1. **Compliance is demonstrated with the statewide land use goals that apply to the subject properties or to the proposed land use designation. If the proposed designation on the subject property requires an exception to the Goals the applicable criteria in the LCDC Administrative Rules for the type of exception needed shall also apply. (Section 4.17(a), KZO)**

The proposal is in compliance with the following applicable statewide goals:

- a. **Goal 1 - Citizen Involvement:** The proposals have been the subject of public hearings before the Keizer Planning Commission and the Keizer City Council. Notice of these

hearings has been given by publication in a newspaper of general circulation in Keizer. The public hearings have been well attended, and the commission and council have received substantial public testimony and evidence on the proposed changes.

b. Goal 2 - Land Use Planning: The proposals are being considered by the city within the framework of the city's acknowledged comprehensive plan and its adopted zoning and other implementing ordinances. The comprehensive plan specifically provides for amendments to reflect changing conditions and circumstances in the community.

c. Goal 9 - Economic Development: Keizer originally included the CAWS Property in its inventory of industrial lands in order to encourage economic development on that property. However, industrial development has not occurred, and seems increasingly unlikely to occur on this property in the future. The proposed reclassification of this property for mixed use would facilitate economic development by permitting a mixture of commercial and residential uses on the property.

d. Goal 10 - Housing: By permitting residential development on the CAWS property, the proposed changes will increase the total number of dwelling units which may be built on the CAWS and Clear Lake properties, even though the density of development on the Clear Lake Properties will be decreased. Reclassification of the CAWS Property will also permit the transfer to it of a portion of the higher density residential development that would have occurred on the Clear Lake Properties.

e. Goal 11 - Public Facilities: Adoption of the proposed changes will facilitate the orderly and efficient arrangement of public facilities and services. The redesignation of the Clear Lake Properties will lower the potential traffic volumes on Wheatland Road, and will concentrate the higher residential densities nearer to the core of the city, and closer to public transportation. Trunk sewer and water lines already in place or about to be installed on or in the vicinity of the CAWS Property are of sufficient capacity to accommodate the development of that property under the mixed use designation and zone.

f. Goal 12 - Transportation: Approval of the proposals will promote the goal of providing and encouraging a safe, convenient and economic transportation system because it will reduce the potential vehicular traffic on Wheatland Road, a minor arterial, eliminate the potential for heavy truck traffic passing through the residential areas around the CAWS Property, and concentrate higher residential densities on a major arterial nearer to the center of the city.

g. Goal 13 - Energy Conservation: The proposed changes will facilitate energy conservation by locating higher-density residential development closer to the city center and on property that is convenient to public transit services.

The other statewide goals are not applicable.

2. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated. (Section 4.17(b), KZO)

a. The proposals are consistent with the Energy Conservation Policies of the plan. Reclassification of the CAWS Property to mixed commercial and residential use will help to create a multicentered land use pattern, decreasing travel needs and placing an emphasis on close locational relationships among developments for living, working, shopping and recreation. (Policy #4)

b. The proposed changes are consistent with the Goals and Policies for Residential Development. Specifically:

i. Transferring the higher residential densities out of the Clear Lake Properties will help to stabilize and protect the low-density, single family residential environment of that neighborhood; and converting the CAWS Property from industrial to mixed commercial and residential uses will stabilize that neighborhood and confirm its characteristics as a residential area. (General Goal #7)

ii. Removal of the industrial classification from the CAWS Property will

protect the surrounding properties from conflicting non-residential uses.
(General Goal #9; General Policy #16)

iii. The unexpected rates of residential development now being experienced in Keizer may lead to an exhaustion of the supply of residential land before the end of the 20 year planning cycle. Approval of the proposals will help the city meet its goal of providing a 20 year supply of residential land because there will be a significant increase in potential residential acreage and in the number of units which may be constructed.
(General Policy #15)

iv. Reclassification of the CAWS Property for mixed use will be in keeping with the policy calling for implementation of mixed use zoning, particularly in established neighborhoods where compatible. (General Policy #16)

c. The proposed changes are compatible with the following applicable Goals and Policies for Economic, Commercial and Industrial Development:

- i. General Goal #3, which calls for reserving large parcels for special developments requiring larger lots. While the CAWS Property was classified for industrial use under this policy, changes in industrial development strategy and demographics and in area surrounding the property make it impractical to retain an industrial classification on this property. (See also General Policy #1(a) and General Policy #10)
- ii. Reclassification of the CAWS Property will be in keeping with General Policy #4, which calls for insuring compatibility between industrial properties and the lands near them. The CAWS Property is nearly surrounded by developed and developing low-density residential neighborhoods, and it would be virtually impossible to create an

efficient, compatible industrial development in the midst of this residential environment. In addition, General Policies #2 and #4 prescribe a number of conditions and limitations for industrial development adjacent to residential areas, some of which (i.e., avoidance of large expanses of blank walls, screening of equipment, setback requirements and compliance with noise standards) would be difficult to satisfy on the CAWS Property. (See also Policy #3, Special Land Use Policies for Industrial Development)

- iii. General Policy #5 permits the mixing of compatible commercial retail, commercial office and residential uses, which will be made possible by the reclassification of the CAWS Property to Mixed Use.
- iv. General Policy #4, Goals and Policies for Public Facilities, calls for encouraging development in areas already served by major public facilities. Services are now being provided to the CAWS Property. Despite the owner's vigorous efforts to market this parcel for industrial use, it is apparent that the property suffers from several major disadvantages as industrial land, and that if left in that zone, it may well lie unused for many years to come. Reclassification of the property for mixed uses would be consistent with this policy.

3. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan. (Section 14.7(c), KZO)

a. The CAWS Property. The Mixed Use designation and zone were developed to "promote development that combines commercial and residential uses in a single building or complex..." encouraging "the formation of neighborhood 'nodes' of activity where residential and commercial uses mix in a harmonious manner." To date, there has been

no mixed use development in Keizer, although small areas within two larger properties (Staats Lake and Hidden Creek) have been designated for mixed use development. The mixed use concept is best suited to larger parcels, into which a variety of building types and uses can be incorporated, and development can occur on a scale large enough to achieve the "neighborhood nodes of activity" envisioned by the plan. Keizer has few large undeveloped parcels left, and none which are zoned or designated Mixed Use. Addition of a portion of the CAWS Property to this inventory will be consistent with projected needs.

b. The Clear Lake Properties. Keizer is developing its residential properties in a ratio of approximately 55% single family and 45% multi-family. If the community meets its predicted population growth target of 30,200 residents by 2005, it will need approximately 2,800 new residential units by then, with approximately 1,540 single family and 1,260 multi-family units. At current development densities, this will require about 340 acres for single family residential development and about 80 acres for multi-family. At the present rate of development (240 single family units per year), Keizer will exhaust its supply of single family property within about 6 years, and much of the land remaining undeveloped is in small parcels which will be difficult to develop efficiently. Thus, there is a need to increase the supply of available single family land, and reclassification of the Clear Lake Properties will facilitate that need. Conversion of the Clear Lake Properties to LDR will permit the development of approximately 130 additional single family units on those properties.

4. The Plan provides more than the projected need for lands in the existing land use designation. (Section 4.17(d), KZO)

a. The CAWS Property. This property was zoned CLI in 1980 pursuant to Project 90, which called for setting aside large industrial tracts to attract major new industrial users. This report predicted that the Salem/Keizer area would use approximately 500 acres of industrial land within the 10 year period from 1980 to 1990. Other large properties were also

added to the industrial inventory at that time. The area now has an inventory of approximately 2,135 acres, not including a 271 acre parcel located at the Brooks freeway interchange. Average annual utilization of industrial properties in the area since Project 90 has been less than half the acreage predicted (actual 22 acres per year vs. predicted 50 acres per year). At the current rate of utilization, the 2,135 acre inventory constitutes approximately a 90 year supply. The predicted need for large parcels has also been proven inaccurate. The CAWS property and other large parcels have stood vacant, while in the 13 years since Project 90, the largest industrial development has taken only 17.5 acres. In addition to the CAWS Property, Keizer has 20 other industrial parcels, totaling 287.07 acres. These are evenly distributed in size, ranging from four parcels over 25 acres down to 4 parcels less than five acres. More specifically, Keizer has a good inventory of Campus Light Industry property. Its inventory includes two other tracts, each about 50 acres in size.

Properties in the industrial inventory must compete with one another for new development. The evidence has shown that the CAWS Property is at a severe disadvantage in such competition. Industrial developers have described the parcel as too large to attract most potential users. It also suffers from the fact that it is remote from the freeway and is surrounded by residential uses, which would make compatible industrial development difficult. Industrial traffic, including heavy truck traffic, would have to go several miles through residential areas in order to reach the freeway.

b. Clear Lake Properties. These properties were added to the MHDR inventory to help satisfy a perceived 88- to 100-acre shortage of MHDR land. To date, Keizer has exceeded its target of residential units per acre in the MHDR areas (16 units per acre) by about 40%, by building nearly 26 units per acre. If the city continues to experience this density of development in MHDR areas, it will not need as much MHDR acreage as was originally anticipated.

In addition, there have been and continue to be high-density residential developments

on lands not previously designated for such use. For example, The Triple Tree Apartments contain 60 units built on land previously zoned and designated for commercial use; the preliminary plan for the Staats lake development includes 220 multi-family units on land previously designated for commercial use; and about 20 acres of vacant, developable property previously designated Commercial and Low Density Residential have been redesignated Mixed Use, with the potential of housing additional multi-family units. Finally, redesignation of approximately half the CAWS Property for Mixed Use will create the same opportunity as exists on the above-described portion of the Staats Lake development (also designated and zoned for mixed use), to construct multi-family units on portions of the CAWS Property.

In combination, these circumstances mean that there will in all likelihood be an excess of MHDR acreage in Keizer for the 20 year planning period, unless the Clear Lake Properties are redesignated and rezoned for low density residential development.

5. The proposed land use designations will not allow zones or uses that will destabilize the land use patterns in the vicinity. (Section 4.17(e), KZO)

The proposed changes will stabilize, rather than destabilize, the prevailing land use patterns in the areas in which the CAWS and Clear Lake properties are located. Industrial use of the CAWS Property would create serious traffic problems in that area by mixing significant volumes of industrial truck traffic with passenger traffic in a rapidly developing residential area. To comply with applicable standards, any industrial development on this property would have to be buffered and isolated from adjacent residential uses to an extent that would significantly reduce the percentage of the 67 acres that could be placed in productive use.

On the other hand, development of the CAWS Property to mixed commercial and residential uses would confirm and augment the established residential character of the surrounding neighborhood.

Much the same situation exists with respect to the Clear Lake Properties. This 33 acre combination of parcels lies in the midst of a developing low-density residential area. The

introduction of 250 to 500 apartment units in this area would tend to destabilize the neighborhood, while redesignation of the Clear Lake Properties for low-density use would have the affect of confirming and stabilizing the character of the neighborhood.

6. **Uses allowed in the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands. (Section 4.17(f), KZO)**

Because the proposed changes will tend to confirm and stabilize the land use patterns in the neighborhoods surrounding both the Clear Lake and CAWS properties, the uses proposed for those properties should have no adverse affect on existing or planned uses in the neighborhoods in question.

7. **Public facilities and services necessary to support uses allowed in the proposed designation are available or are likely to be available in the near future. (Section 4.17(g), KZO)**

Public streets, sanitary sewer and water lines are either in place or will be available to serve both the Clear Lake and CAWS properties if and when they are developed to the uses permitted under the proposed designations and zones. The proposed changes in land uses may be expected to have some impact on the demand for space in public schools, particularly due to the previously unanticipated development of residential units on the CAWS Property. However, the corresponding decrease in density on the Clear Lake Properties will result in a "density transfer", and the Clear Lake and CAWS properties are close enough to each other that students from both areas will attend the same schools. So even though these changes will increase the total number of residential units which may be built, that increase should be marginal and the impact on school crowding should not be significant.

B. Zone Change Criteria

1. **The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description**

and policies for the applicable Comprehensive Plan land use classification. (Section 4.16(1)(a), KZO)

If the comprehensive plan designation for the western half of CAWS Property is changed to Mixed Use, a corresponding change to the mixed use zone will be both appropriate and necessary, since the MU zone is the only zone that is compatible with the Mixed Use comprehensive plan designation. In addition, as discussed in Section A. 2. of these Findings, the rezoning to MU of half the CAWS Property will be consistent with the description and policies for the Mixed Use comprehensive plan designation.

- 2. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity. (Section 4.16(1)(b), KZO)**

The CAWS Property is 67 acres in size. Rezoning half the property to MU will create by far the largest property in Keizer to carry the MU zone. As a larger parcel, it is particularly well suited for MU development, and a mixture of commercial and residential uses can be accommodated on it without exceeding its physical capacity.

- 3. Allowed uses in the proposed zone can be established in compliance with the development requirements in Chapters 17 to 20 of the KZO without need for adjustments or variances. (Section 4.16(1)(c), KZO)**

If the CAWS Property is rezoned MU and RS, it can be developed in conformance with the general development standards and regulations, landscaping, parking and loading standards and development standards for secondary, accessory and temporary structures.

- 4. Adequate public facilities, services and transportation networks are in place or are planned to be provided concurrently with the development of the property (Section 4.16(1)(d), KZO)**

This criteria is virtually identical to the 7th criteria for the comprehensive plan map

changes, and the findings and conclusions set forth above in Section A. 7. of these Findings are also applicable here.

5. Satisfaction of any zone change review criteria in the Keizer Comprehensive Plan is demonstrated. (Section 4.16(1)e), KZO)

There are no zone change review criteria in the comprehensive plan to which this provision would apply.

6. For residential zone changes, the criteria listed in the purpose statement for the proposed zone shall be met. (Section 4.16(1)(f), KZO)

The purpose of the Mixed Use zone is "to promote development that combines commercial and residential uses in a single building or complex... to allow increased development on busier streets without fostering a strip commercial appearance... and to encourage the formation of neighborhood 'nodes' of activity where residential and commercial uses mix in a harmonious manner.... The emphasis of nonresidential uses is primarily on locally-oriented retail, service and office uses. While no specific development proposal for the CAWS Property has as yet been put forth by its owner, the owner's representative has suggested a mixture of commercial retail and commercial offices uses on the westerly portions of the property, to be buffered from an area of single family residential development on the east side by a mixture of apartments and two- to four-dwelling structures laid out across the middle of the property. Such a development would combine commercial and residential uses in a single complex, increase commercial development on a non-strip basis, and form a neighborhood 'node', all in keeping with the criteria contained in the Mixed Use purpose statement.

IV. ADDITIONAL FINDINGS AND CONCLUSIONS

A. Buffering Adjacent Land Uses

1. Residents of the Rock Creek Court area, adjacent to the CAWS Property on its southeast side, expressed concerns about the nature and density of potential development on that portion of the CAWS Property which is adjacent to and immediately northwest of their lots. Generally, this portion of the CAWS Property is lower than the balance of the property. It is separated from the Rock Creek Court area by Labish Ditch. Residents indicated they knew the CAWS Property was industrial when they bought and developed their residences, and they assumed that little or no development would occur on the portion of the CAWS Property which is immediately adjacent to them.

2. Through a series of meetings involving neighboring property owners, city staff and Mr. Epping, a proposal has evolved for a linear park in this area, running along the northwest side of Labish Ditch opposite the Rock Creek Court area. The proposed park might be maintained in its natural state.

3. Mr. Epping indicated that he would be willing to dedicate land for a linear park along the northwesterly side of Labish Ditch, provided that C.A.W.S., Inc. would receive full credit against the city's parks systems development charge for the fair market value of the acreage dedicated for park purposes, and provided further that C.A.W.S., Inc. would be able to select the lots within the CAWS Property to which these systems development charge credits would be applied.

4. City staff testified that the city's Parks Advisory Committee and Parks Staff are generally supportive of the idea of designating the area in question for a linear park; and that when the city's Parks Plan was adopted, consideration was given to designating this area for a park, and that idea was dropped only because the CAWS Property was designated for industrial use.

5. A linear park on the northwest side of Labish Ditch opposite the Rock Creek

area would serve both the interests of the city, in adding to its inventory of public parks, and the interests of the Rock Creek Court neighborhood in obtaining a buffer against the potential development to the north and west. The exact location, configuration and size of this park should be determined at such time as this portion of the CAWS Property is submitted for final development approval.

B. Mix of Residential Uses

1. The original petition presented by C.A.W.S., Inc. requested that the entire CAWS Property be redesignated and rezoned for Mixed Use. The Mixed Use designation and zone are designed to promote development that combines commercial and residential uses in a single building or complex. The Keizer Comprehensive Plan specifically provides residential development in the Mixed Use designation and zone should be at a density of between 8 and 16 dwelling units per acre.

2. The Mixed Use zone and designation afford great flexibility to the developer in terms of the mixture of commercial and residential uses. If the entire CAWS Property were designated for mixed use, it is possible that virtually the entire property could be developed for multi-family use. If densities were maximized, this could yield a total of over 1,000 multi-family units on this property.

3. During the hearing before the city council, the owner and developer of the Hidden Creek development, which abuts the CAWS Property on the south, testified to a concern about the number of multi-family units that might be constructed on the Hidden Creek and CAWS properties. The Hidden Creek property has already been approved for approximately 250 multi-family units. The Hidden Creek representative suggested that one way to respond to the concern about the potential number of multi-family units on the CAWS Property would be to designate and zone a portion of this property for low density residential/residential single family use.

4. A representative of C.A.W.S., Inc. testified that while no specific

development plan has yet been formulated for the CAWS Property, the owner anticipates developing approximately the easterly one-half of the property for single family residential use, and developing the westerly half of the property with a mixture of commercial and residential uses under the MU zone. The representative indicated that C.A.W.S., Inc. would find acceptable a redesignation and rezoning of approximately the westerly 33 acres of the CAWS Property as Mixed Use, and a redesignation and rezoning of approximately the easterly 33.5 acres as LDR/single family residential, with a strip of land along the north side of Labish Ditch in the southeast corner of this easterly portion being designated for the development of a linear park as discussed in Section IV. A. above.

5. A division of the CAWS Property into MU/MU and LDR/RS parcels as described in paragraph 4 above would afford the owner the opportunity to develop a substantially greater number of multi-family units on the CAWS Property than the owner has indicated it wishes to develop, and would eliminate the possibility that substantially the entire property might be developed as apartments, overloading this portion of the community, and the streets, schools and other public facilities and services. Such a division of land uses on the CAWS Property would also create development thereon which would be compatible with existing and projected developments on the properties to the south. Accordingly, it is appropriate to depart from the request initially made by C.A.W.S., Inc., by redesignating and rezoning the westerly portion of the CAWS Property (approximately 33 acres) as MU, and redesignating and rezoning the easterly portion of the property LDR/RS.

6. The owner/developer of the Hidden Creek development to the south of the CAWS Property also testified as to the need to attach certain development conditions to the zone change to assure compatibility with the surrounding area, as well as assurances that the property develop in accordance with the purpose of the Mixed Use Plan and Zone designations.

7. In order to address the particular concerns, the following conditions are

attached to the UT to MU and RS zone change. The justification for each condition follows:

i. Density for the portions developed residentially shall not exceed an average of 8.8 dwelling units per gross acre. This does not preclude the requirement to develop at a minimum of 8 dwelling units per acre within the residential portion of the property designated for Mixed Use. This is the same density limit imposed on development within Hidden Creek. The same density limitation will help assure compatibility between the uses, as well as help avoid an "over-concentration" of higher density housing at the edge of the City.

ii. The number of multi-family units, meaning any building with five or more dwelling units, shall not exceed 150. This will also help assure compatibility with the surrounding area, as well as avoiding a concentration of higher density housing.

iii. No development shall be allowed on the property, including issuing a building permit, until detail plan approval is granted to a subdivision or planned development application encompassing the entire property. This condition assures development cannot occur on the property absent a proper review of a development proposal to determine if the proposed design conforms with the intent of the ordinance.

iv. The development of the MU zoned property shall be conditioned on the proposal's conformance with the purpose statement of the MU zone, especially as it relates to creating a compatible mix of residential and commercial uses. This provision is intended to help assure that a significant portion of the MU portion of the property is used for commercial purposes.

EXHIBIT A

Parcel I (MU/MU)

Beginning at a point on the North line of the Southeast quarter of Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon which bears North 89°56' West 937.61 feet from the quarter corner on the East line of said section; thence South 0°25'19" West 590.57 feet; thence South 45°04'43" West 374.93 feet; thence South 61°58'52" West 152.03 feet; thence South 73°43'24" West 491.53 feet; thence South 0°01'21" East 259.91 feet to a point on the South line of the North one-half of the Southeast quarter of said Section 26; thence South 89°58'39" West along the South line of said North one-half, a distance of 808.00 feet to an iron rod on the East right-of-way line of North River Road (Market Road No. 36); thence northeasterly along the East right-of-way line of said North River Road along the arc of a spiral curve to the right (the chord of which bears North 6°38'34" East 343.81 feet) a distance of 344 feet, more or less, to an iron pipe opposite Engineer Station PSC 204+86.51; thence continuing northeasterly along the arc of a 676.20 foot radius curve to the right (the chord of which bears North 23°02'11" East 148.74 feet) a distance of 149.04 feet to an iron rod opposite Engineer Station PCS 206+44.36; thence continuing northeasterly along the arc of a spiral curve to the right (the chord of which bears North 40°05'38" East 387.50 feet) a distance of 389 feet, more or less, to an iron rod opposite Engineer Station PT 210+44.36; thence North 44°38'58" West 9.85 feet to an iron pipe marking an angle point in said easterly right-of-way line; thence North 45°26'45" East along said easterly right-of-way line, a distance of 775.11 feet to an iron pipe on the North line of the Southeast one-quarter of said Section 26; thence South 89°56' East along said North line, a distance of 790.82 feet to the point of beginning and containing 33.071 acres of land, more or less.

Parcel II (LDR/RS)

Beginning at a stone marking the Northeast corner of the Southeast one-quarter of Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 00°01'39" East along the East line of said Section 26, a distance of 1077.74 feet to a point marking the Northeast corner of Lot 7, ROCKLEDGE ADDITION as platted and recorded in Book of Town Plats for Marion County, Oregon; thence westerly along the northerly boundary line of said subdivision a distance of 872.23 feet to the most westerly boundary corner of said subdivision; thence South 89°58'39" West along the South line of the North one-half of the Southeast quarter of said Section 26, a distance of 1026.49 feet; thence North 0°01'21" West 259.91 feet; thence North 73°43'24" East 491.53 feet; thence North 61°58'52" East 152.03 feet; thence North 45°04'43" East 374.93 feet; thence North 0°25'19" East 590.57 feet to a point on the North line of the Southeast quarter of said Section 16; thence South 89°56' East along said North line, a distance of 937.61 feet to the point of beginning and containing 33.543 acres of land, more or less.

EXHIBIT "B"

CLEAR LAKE PROPERTIES

Page 1. of 5

Williams Property

Beginning at a point which is 5.028 chains South 0° 23' West and 1124.42 feet North 89° 14' West from the quarter corner on the North line of Section 26 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 89° 14' West 200.00 feet to a point on the West line of the Northeast quarter of the Northwest quarter of said Section and the true point of beginning; thence South 89° 14' East 322.00 feet 8 inches; thence North 0° 20' East 135.00 feet; thence North 89° 14' West 322.00 feet 8 inches; thence South 0° 20' West 135.00 feet to the true point of beginning.

Lierman Property

Beginning at an iron pipe which is 331.85 feet South 0° 23' West 1027.37 feet North 89° 14' West from the quarter corner between Sections 23 and 26, in Township 6 South, Range 3 West, of the Willamette Meridian, in Marion County, Oregon; thence North 89° 14' West 297.782 feet to a point in the County Road; thence South 0° 25' West 103.00 feet in said road; thence South 89° 14' East 297.785 feet to an iron pipe; thence North 0° 23' East 103.00 feet to the place of beginning.

Thompson Property

Beginning at an iron pipe which is 331.85 feet South 0° 23' West 1027.37 feet North 89° 14' West and 103.00 feet South 0° 23' East from the quarter corner between Sections 23 and 26 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 89° 14' West 297.785 feet to a point in the county road; thence South 0° 25' West 90.00 feet in said road; thence South 89° 14' East 297.786 feet to an iron pipe; thence North 0° 23' East 90.00 feet to the place of beginning, lying in and being a part of said Section 26.

Fisher Property

Beginning at an iron pipe which is 331.85 feet South 0° 23' West 1027.37 feet North 89° 14' West and 193.00 feet South 0° 23' West from the quarter corner between Section 23 and 26 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 89° 14' West 297.786 feet to a point in the County Road; thence South 0° 25' West 106.472 feet in said road; thence South 89° 17' East 297.79 feet to an iron pipe; thence North 0° 23' East 106.052 feet to the place of beginning.

EXHIBIT "B"

CLEAR LAKE PROPERTIES

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Lang (Jacobsen) Property

Beginning at a point which is 331.85 feet South 0° 23' West, 1027.388 feet North 89° 14' West, and South 0° 23' West 314.052 feet from the quarter Section corner between Sections 23 and 28 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, which point is also the Southeast corner of a tract of land conveyed to John E. Guy and Florence C. Guy, husband and wife, by deed dated April 6, 1958 and recorded July 17, 1958 in Volume 400, Page 115, Deed Records for Marion County, Oregon; thence North 89° 17' West 287.782 feet to a point in the County Road; thence North 0° 23' East along said County Road 15.0 feet; thence South 89° 17' East 287.782 feet, more or less, to the East line of said Guy tract; thence South 0° 23' West 15.0 feet to the point of beginning.

Jacobsen Property

Beginning at a point that is 331.85 feet south 00°23' West and 450 feet North 89°14' West from the quarter corner common to Sections 23 & 26, Township 6 South, Range 3 west, Willamette Meridian; said point being the Northwest corner of Parcel 1, as described in that instrument recorded 11/10/75, in real 29, page 588, Book of Records for Marion County, Oregon; thence North 89°14' West 387.33 feet to an iron pipe; thence South 0°23' West 359.12 feet to an iron pipe; thence South 89°17' East 487.58 feet to the most Southerly Southwest corner of the hereinabove mentioned Parcel 1; thence Northerly, along the West line of said Parcel 1, a distance of 230 feet, more or less, to a re-entrant corner; thence continuing along the line of said Parcel 1 North 89°14' West 100 feet to the most Northerly Southwest corner of said Parcel 1; thence North 0°23' East 90 feet to the place of beginning. Together with a 30.00 foot easement beginning at a point which is the Southwest corner of the above described tract; thence North 89°17' West 487.79 feet, more or less to the center of Wheatland Road, Market Road No. 24; thence North 00°25' East, along the center line of said Market Road, 30.00 feet; thence South 89°17' East 487.79 feet to a point on the West boundary of the above described tract; thence South 00°25' West 30.00 feet to the point of beginning.

Peterson Property

Beginning at a point on the East line of the West one-half of Section 26, Township 6 South, Range 3 West, Willamette Meridian, said point being 331.85 feet South 00°23' West from the quarter corner between Sections 23 and 26 of said Township and Range; thence North 89°14' West, parallel with the North line of Section 26, a distance of 450.00 feet; thence South parallel with East line, a distance of 90 feet; thence South 89°14' East a distance of 100 feet; thence Southerly to a point that is South 00°23' West 650.27 feet and North 89°17' West 350 feet from the said quarter corner between Sections 23 and 26; thence South 89°17' East 350 feet to the East line of the West one-half of said Section 26; thence North along said East line 328.47 feet to the point of beginning, all being situated in Section 26, Township 6 South, Range 3 West, Willamette Meridian, in Marion County, Oregon.

"Together with perpetual, non-exclusive easement appurtenant for ingress and egress described as follows:
Beginning at a point which is the Southwest corner of the above described tract; thence North 89°17' West 975.37 feet more or less, to the center of Wheatland Road, Market Road No. 24; thence North 00°25' East, along the centerline of said Market Road, 30.00 feet; thence South 89°17' East 975.37 feet, more or less, to a point on the West boundary of the above described tract; thence Southerly along said West boundary to the point of beginning."

CLEAR LAKE PROPERTIES

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Cater Property

13 1975

Beginning at a point which is 5,028 chains South 0° 23' West and 20,078 chains North 89° 14' West and 4,982 chains South 0° 25' West and .06 chains South 89° 17' East from the quarter corner between Sections 23 and 28 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 0° 25' West 5 chains to the Southwest corner of a tract of land deeded to Lester Nelson and wife by deed recorded in Volume 221, Page 374, Deed Records for Marion County, Oregon; thence South 89° 17' East 20 chains to an iron pipe in the East boundary of the West 1/2 of said Section 28 at a point 15 chains South 0° 23' West from said quarter section corner; thence North 0° 23' East 4,996 chains to an iron pipe at a point 10,304 chains South 0° 23' West from said quarter section corner; thence North 89° 17' West 20,078 chains, more or less, to the point of beginning.

Church Property

63426 2084
2134
161229

All that part of the following described property which lies North of the North line of the Tract of land described in that certain deed to J. Donald Watson, et ux recorded in Volume 514, page 494, Deed Records for Marion County, Oregon.

Beginning at a point which is 1243.73 feet South and 661.05 feet South 89° 51' East from the Northeast corner of the Alvin Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 0° 09' East 125.55 feet to an iron pipe; thence South 89° 51' East 203.81 feet; thence North 0° 09' West in Market Road No. 24, a distance of 125.63 feet; thence South 89° 46' West 203.81 feet to the point of beginning.

ALSO: All that part of the following described property which lies North of the North line of the tract of land described in that certain deed to J. Donald Watson, et ux, recorded in Volume 514, page 494, Deed Records for Marion County, Oregon.

Beginning at a point which is 1243.73 feet South and 661.05 feet South 89° 51' East from the Northeast corner of the Alvin Smith Donation Land Claim No. 69, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 89° 46' West 105 feet to a point; thence South 0° 09' East 125.55 feet; thence South 89° 51' East 105 feet; thence North 0° 09' West 125.55 feet to the point of beginning.

SAVE AND EXCEPT the Northerly 20.00 feet which is reserved for road and roadway purposes.

MAY 31 1984

Roach (Rogers) Property

Beginning at a point on the East line of the Alvin Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which point is 10,983 chains South from the Northeast corner of said Claim, said point being also the Northeast corner of a tract of land conveyed to Hugh D. Roach and Treasa L. Roach, husband and wife, by deed recorded in Volume 417, Page 318, Deed Records for Marion County, Oregon, thence East, 13.32 chains to the center of the County Road leading from Salem to Mission Bottom; thence North, along the center of said road, 0.75 chains; thence West, 13.32 chains to the East line of the above mentioned Claim; thence South, 0.75 chains to the place of beginning.

Save and except that portion included in the public road.

CLEAR LAKE PROPERTIES

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Leese Property

PARCEL I:
Beginning at a point on the Westerly boundary of Market Road No. 24, said point being 768.77 feet South and 889.05 feet South 89°46' East from the Northeast corner of the Alvis Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence running South 0°09' East along said Market Road a distance of 102.00 feet to a point; thence running North 89°46' West a distance of 120.00 feet to a point; thence running North 0°09' West a distance of 102.00 feet to a point; thence running South 89°46' East a distance of 120.00 feet to the place of beginning.

PARCEL II:
Beginning at a point on the Westerly boundary of Market Road No. 24, said point being the Southeast corner of that certain tract of land conveyed to Arlie D. Ross by instrument recorded February 11, 1988, in Reel 602, Page 186, Microfilm Records, Marion County, Oregon; thence North 89°46' West along the South line of the above described tract a distance of 87 feet to a point, said point being 33 feet East of the Southwest corner of said tract; thence South parallel with the West boundary of said Market Road a distance of 21 feet to a point; thence South 89°46' West East a distance of 87 feet more or less to a point on the Westerly boundary of said Market Road; thence North along the Westerly boundary of said Market Road a distance of 21 feet to the point of beginning.

MAY 30 1991

CLEAR LAKE PROPERTIES

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Pro-Construct Inc. Property

PARCEL 1

Beginning on the East line of the Alvis Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, at a point which is 1243.77 feet South from the Northeast corner thereof; thence South 89° 46' East 891.00 feet to the center of the County Road; thence North 0° 09' West along the center of said County Road, a distance of 475.0 feet; thence North 89° 46' West 889.05 feet to a point on the East line of said Claim; thence South 475.00 feet to the place of beginning.

SAVE AND EXCEPT: Beginning at a point on the Westerly boundary of Market Road No. 24, said point being 768.77 feet South and 889.05 feet South 89° 46' East from the Northeast corner of the Alvis Smith Donation Land Claim No. 69, in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence running South 0° 09' East along said Market Road a distance of 102.00 feet to a point; thence running North 89° 46' West a distance of 120.00 feet to a point; thence running North 0° 09' West a distance of 102.00 feet to a point; thence running South 89° 46' East a distance of 120.00 feet to the place of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point on the Westerly boundary of Market Road No. 24, said point being 1243.77 feet South and 891.00 feet South 89° 46' East from the Northeast corner of the Alvis Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence running North 0° 09' West along said Market Road a distance of 102.00 feet to a point; thence running North 89° 46' West a distance of 120.00 feet to a point; thence running South 0° 09' East a distance of 102.00 feet to a point; thence running South 89° 46' East a distance of 120.00 feet to the place of beginning.

SAVE AND EXCEPT: Beginning at point on the Westerly boundary of Market Road No. 24, said point being the Southeast corner of that certain tract of land conveyed to Arlie D. Ross, by instrument recorded February 11, 1988, in Real 602, Page 186, Microfilm Records, Marion County, Oregon; thence North 89° 46' West along the South line of the above described tract a distance of 87 feet to a point, said point being 33 feet East of the Southwest corner of said tract; thence South parallel with the West boundary of said Market Road, a distance of 21 feet to a point; thence South 89° 46' East a distance of 87 feet, more or less, to a point on the Westerly boundary of said Market Road; thence North along the Westerly boundary of said Market Road a distance of 21 feet to the point of beginning.

PARCEL 11

Beginning at a point on the Westerly boundary of Market Road No. 24, said point being 1243.77 feet South and 891.00 feet South 89° 46' East from the Northeast corner of the Alvis Smith Donation Land Claim No. 69 in Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence running North 0° 09' West along said Market Road a distance of 102.00 feet to a point; thence running North 89° 46' West a distance of 120.00 feet to a point; thence running South 0° 09' East a distance of 102.00 feet to a point; thence running South 89° 46' East a distance of 120.00 feet to the place of beginning.

EXHIBIT "C"

CLEARLAKE PROPERTIES

(Map is located with original Ordinance)



City of Keizer — *Community Development*

Phone: 390-3700 • Fax # 393-9437

930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

CITY COUNCIL MEETING: Sept. 20, 1993

AGENDA ITEM NUMBER: 5a

TO: MAYOR AND CITY COUNCIL

THROUGH: DOTTY TRYK,
CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CLEAR LAKE AREA COMPREHENSIVE PLAN AND ZONING AMENDMENTS

DISCUSSION:

The public hearing on these amendments to the Comprehensive Plan Land Use Map and zoning map in the Clear Lake area was continued until this evening in order to give Staff and several interested property owners time to finalize several conditions to be placed on the zone change on the Epping property. These points have been finalized and are reflected in the attached ordinance and findings of fact.

RECOMMENDATION:

It is recommended Council:

1. re-open the hearing, take any testimony, and close the hearing; and
2. adopt the attached ordinance.

3. The Council could direct the Parks Board to review and recommend language to amend the current agreement.

RECOMMENDATION:

Staff will facilitate any of the options the Council chooses.

September 10, 1993

RECEIVED

'93 SEP 14 AM 8 57

Mayor Koho
Keizer City Hall
PO Box 21000
Keizer, OR 97307

CITY OF KEIZER
OREGON 97303

Dear Mr. Koho:

I understand there is to be a hearing on September 20, 1993 to consider using the little league field for additional purposes - carnivals, etc. We live adjacent to this field, but will not be able to attend the hearing.

Obviously, we want to state that we do not favor such use. It is, from our view, bad enough to have lights installed that will cause disturbance until late each evening. Why even think of making things worse? Would you wish this next to your home? I don't believe so. As a property owner, do we not have some right to a quiet environment? We can prevent such things as the neighbors loud music or dogs - do we have no rights to protect us from our own governments actions?

Please limit the use of the little league field to playing ball. Lets not destroy our neighborhood.

Thank you for your consideration.

Yours Truly,



Stoney R Quick
2057 Kinglet Way

CC: City Council
Planning/Zoning Commission



My Commission Expires
November 13, 1993

LEASE AGREEMENT

1.

Parties

This lease is made and executed on this 24th day of January, 1991, by and between the City of Keizer, a municipal corporation, organized and existing under the laws of the State of Oregon, having its principal office at 930 Chemawa Road N.E., City of Keizer, County of Marion, State of Oregon, herein referred to as Lessor, and Keizer Little League, Inc., an Oregon non-profit corporation, organized and existing under the laws of the State of Oregon, having its principal office in Keizer, Oregon, herein referred to as Lessee.

2.

Premises

In consideration of Lessee's covenants and agreements contained herein and agreement to the terms and conditions hereof, Lessor leases to Lessee certain premises situated in the City of Keizer, County of Marion, State of Oregon, located on Ridge Drive and more particularly described by the map and accompanying legal description attached herein as Exhibit "A", and made a part hereof. The term "premises" as used in this lease agreement refers to the real property described above.

3.

Term

The term of this lease shall be for a period of five

years from January 1, 1991 to December 31, 1995. However, either party may terminate this agreement upon 90 days written notice to the other party. This lease shall be automatically renewed from year to year for additional terms of one calendar year each unless either party elects to not so renew. The party which elects not to renew this lease must give the other party ninety (90) days written notice of its intention not to so renew this lease for the next succeeding calendar year. Lessee shall immediately surrender the premises to Lessor upon the termination of the last lease term together with any personal property and improvements considered herein to be part of the premises.

4.

Improvements

Lessee agrees that all improvements on the premises are the property of Lessor and are considered to be part of the premises that is the subject of this lease. Lessee further agrees that all permanent improvements made upon the premises by Lessee or any other person or entity after the date of this lease become part of the premises and the property of Lessor. Lessor shall not be liable for any costs, or materials and/or labor associated with the initial construction work or improvements made to the premises or personal property included in the premises or for any future improvements made to the premises except those improvements instigated by Lessor. Lessee shall not cause or permit any change in park layout, any addition or deletion of any

permanent improvements, or any action on the part of Lessee or permitted by Lessee that affects the premises without the prior written consent of Lessor. Lessee shall have the right to upgrade the improvements at its own cost without consent from Lessor. Lessor reserves the right to make changes, additions and deletions with regard to any present or future improvements on the premises. If Lessor chooses to make changes, additions or deletions with regard to the improvements, it shall give Lessee ninety (90) days notice prior to the proposed change. Both parties may, by mutual consent, waive that ninety (90) day period.

5.

Exclusive Use

Subject to the terms and conditions set forth herein, Lessee shall have the exclusive right to use the premises for little league games and practices each year during the little league season for the term of this lease. For purposes of this agreement, the term "little league season" shall mean a time period commencing on February 1 and ending on August 31 of each year. During said time Lessee shall use the premises solely for little league related activities. Lessor shall have complete control so far as the use of the premises is concerned at all other times. Lessee shall have no exclusive right to use the premises at any other time without the prior written consent of Lessor.

6.

Maintenance

Lessee shall, throughout the term of this lease, at its own cost and without any expense to Lessor, keep and maintain the entire premises, including any changes, additions, or deletions thereto, in good, sanitary and neat order, condition and repair throughout the entire year. Lessee covenants and warrants that Lessee will leave the premises in good, sanitary and neat order, to the satisfaction of Lessor upon termination of this lease. Lessor shall not be obligated to make any repairs or in any way maintain the premises at any time throughout the term of this lease. Notwithstanding the above, in the event a repair maintenance or improvement is required by law only because the subject property is a City park and said repair, maintenance or improvement would not have been required if the property were owned by Lessee, then the cost of such repair, maintenance or improvement shall be the sole responsibility of Lessor.

7.

Maintenance Standard

Lessee agrees to perform all maintenance of the premises including any changes, additions, or deletions thereto, at its own cost throughout the calendar year during the term of this lease which said maintenance shall include the following:

- A. Supervision - Lessee shall direct and guide the efforts and use of all maintenance workers, equipment

and materials to manage the ball field complex and to maintain it in proper order and form.

- B. Vandalism - Lessee shall monitor and repair any and all vandalism to turf, water systems, buildings, fencing, and other structures or facilities.
- C. Turf Maintenance - Lessee shall maintain the turf in good husband-like manner and shall do at least the following:
 - 1. Conduct chemical weed and grass control around fences, backstops, buildings, parking lots, skinned infields, foul lines, etc.
 - 2. Mow, fertilize and aerate as necessary.
- D. Systems - Lessee shall maintain and repair the water system and irrigate as necessary.
- E. Structural - Lessee shall maintain and repair all benches, backstops, bleachers, fences, barriers, signs, parking lots, and other property and improvements.
- F. Ball Field Maintenance - During the little league season, Lessee shall provide maintenance to all ten (10) balls fields:
 - 1. Drag and scarify field.
 - 2. Add soil or sand to the infield as needed.
 - 3. Provide all the necessary material and equipment to provide this service during the playing season.
- G. General Housekeeping - Lessee shall remove and

dispose of all litter and garbage and keep the area in a clean and safe condition.

- H. In addition to the above, the Lessee shall at all times, during the term of the lease, maintain the premises, and all property and equipment brought onto the premises by Lessee or used by Lessee on the premises, in a safe condition.

If at any time during the term of this lease it appears to Lessor that any maintenance or repairs as outlined above are needed on the premises, Lessor shall notify Lessee. Lessor shall give Lessee ten (10) days to perform the requested maintenance or repair. If Lessee fails to perform as required by Lessor, Lessor may do the necessary repairs or maintenance and any reasonable costs incurred shall be paid by Lessee. Election by Lessor hereunder to do the necessary repairs or maintenance and charge the cost to Lessee shall not prohibit Lessor from electing to declare Lessee in default pursuant to the provisions of this lease. Nothing contained on this paragraph shall be construed to relieve Lessee of its responsibility for diligence and maintenance.

During that portion of the term of this lease that also falls within the little league season defined above, Lessee shall have the exclusive right to operate concession stands located on the premises subject to the following policies:

- A. Lessee may, at its sole cost and expense, develop, operate, and maintain a food and drink concession stand on the premises available to the general

public. Lessee shall not sell any alcoholic beverages on the premises.

- B. Lessee shall not assign or subcontract its concession rights or any interest therein without the written consent of the Lessor, and any such assignment or subcontract without written consent shall be void and shall, at the option of the Lessor, terminate this agreement. However, such consent of the Lessor shall not be unreasonably withheld.
- C. The Lessee shall at all times conduct its operations and assure that the operations of all subcontractors and employees are conducted in full compliance with all applicable laws, ordinances and administrative regulations of federal government, the State of Oregon, Marion County, the City of Keizer, and the agencies of any and all of them.
- D. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by the Lessee shall conform to all applicable food laws, ordinances, and regulations in all respects. No adulterated, misbranded, deceptively labeled, or impure articles shall be sold or kept for sale by Lessee. All merchandise kept on hand shall be stored and handled with due regard for freshness and sanitation.
- E. The lessor shall have the right, at any time during period of concession operation, to enter any part of

the structure or mobile facility, and conduct whatever inspection Lessor deems necessary to insure compliance with this agreement.

8.

Licenses and Taxes

The Lessee shall obtain and pay for all licenses and permits required for operation on the premises; shall pay all ad valorem real and personal property and excise taxes or any tax that might be levied upon the leased premises as a result of this lease or for any other reason resulting from operation of the premises; and shall pay all royalties arising from the sale of patented, copyrighted material or trademarks in its operation.

9.

Utilities

The Lessee shall pay all charges for electricity, garbage collection (including provision for garbage cans and dumpsters), water, sewer service and other utilities on the premises. The Lessee shall pay all charges for temporary and permanent utility hookups, connections, or installations. Lessee shall provide sufficient chemical toilets during the little league season for use by the public. Lessee shall be responsible for servicing the chemical toilets on a regular basis.

10.

Security

It will be the responsibility of the Lessee to maintain adequate security on the premises. The Lessor will furnish no more than the normal and routine police protection as provided in any park, subject to demands for police throughout the City from time to time. The Lessee will furnish the Lessor with the appropriate keys or combinations to enter all areas of property which may be secured.

11.

Discipline and Control

Subject to prior approval as required elsewhere herein, selection, compensation, direction, discipline, and control of employees and subcontractors shall be the sole responsibility of the Lessee. Lessee shall be responsible for removing from the premises any employee or subcontractor who is disorderly, dishonest, dangerously careless, or any person violating any law, ordinance, or regulation.

12.

Insurance

Lessee shall at all times during the term of this lease and at Lessee's sole expense, keep all improvements and personal property which are now or hereafter a part of the premises insured against loss or damage by fire or other hazard with extended coverage for one-hundred percent (100%) of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interest may appear.

Any loss adjustments shall require the written consent of both Lessor and Lessee.

Lessee shall maintain in effect throughout the term of this lease personal injury and property damage liability insurance covering the premises and its appurtenances and any sidewalks fronting thereon in the same amount as the total amount of liability for the City of Keizer as provided by State Law. Such insurance shall specifically insure Lessee against all liability assumed by it thereunder, as well as liability imposed by law. Lessor shall be named as an additional insured on any such policy of insurance procured by the Lessee as required under this lease.

All of the policies of insurance referred to in this section shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certificates thereof to Lessor, and in the event of the failure to the Lessee either to effect such insurance in the name herein called for or to pay the premiums therefor or to deliver such policies or certificates thereof to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor immediately, and failure to repay the same shall be considered to be a material breach and default hereunder. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent

instruments furnished to Lessor, that it will give Lessor thirty (30) days written notice before the policy or policies in question shall be altered or cancelled. Lessor agrees that it will not unreasonably withhold its approval as to the form or to the insurance company selected by Lessee.

13.

Indemnification and Hold Harmless

The Lessee shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever arising out of the activities and/or business contemplated to be carried on under this agreement, or any renewal thereof. The Lessee shall indemnify, defend, and save harmless the Lessor and its officers, agents, and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from or arising out of the condition of the premises, products sold, and the operations, activities, or undertakings of the Lessee or any of the Lessee's employees, agents, or other person permitted by the Lessee on the premises. Notwithstanding the above, if Lessor authorizes an activity during the period outside the little league season referred to herein this paragraph shall not apply to claims arising out of that activity.

14.

Assignment

Lessee shall not assign or transfer this lease, or any interest thereon, without the prior written consent of Lessor, and a consent to an assignment shall not be deemed to

be a consent to any subsequent assignments. Any such assignment without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

15.

Default

Upon failure by Lessee to perform any term, condition, or covenant of this lease within twenty (20) days after written notice from Lessor has been sent by regular mail, addressed to :

Keizer Little League

P.O. Box 20033

Keizer, Oregon 97307

specifying the nature of the failure with reasonable particularity, Lessor shall have the option to declare Lessee to be in material breach and default hereunder and shall enable Lessor to pursue its legal remedies including but not limited to those referred to in this agreement. If the failure is of such a nature that it cannot be completely remedied within the said twenty (20) day period, the failure will not be a default if Lessee begins correction of the failure within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to correct the failure as soon as possible.

16.

Remedies

Upon default, and after the notice period described above, Lessor may elect to terminate this lease and bring an

action to recover any damages suffered by Lessor as a result of Lessee's actions or as a result of any breach by Lessee of any term, covenant or condition of this agreement.

17.

Attorney Fees

If suit or action is instituted to collect rent, to enforce this lease or in conjunction with any claim or controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorney fees at trial and on appeal of the suit or action.

18.

Arbitration

If, at any time prior to the institution of suit or action hereunder, either party thereto desires to have some or all pending issues between the parties resolved by arbitration, those issues so designated shall be settled and finally determined by arbitration as set forth herein.

- A. In each case hereunder in which it shall become necessary to resort to arbitration, such arbitration shall be conducted as provided in this article. The party desiring such arbitration shall give written notice to that effect to the other party, specifying in such notice the name and address of the person designated to act as arbitrator on its behalf. Within fifteen (15) days after service of such notice the other party shall give written notice to

the first party, specifying the name and address of the person designated to act as arbitrator on its behalf. If the second party fails to notify the first party of the appointment of the second arbitrator within the time above specified, then the appointment of the second arbitrator shall be made in the same manner as hereinafter provided for the appointment of a third arbitrator in a case where the two arbitrators appointed hereunder or the parties are unable to agree upon such appointment. The arbitrators so chosen shall meet within ten (10) days after the second arbitrator is appointed and shall themselves appoint a third arbitrator who shall be a competent and impartial person. In the event of their being unable to agree upon such appointment within said ten (10) days, the third arbitrator shall be selected by the parties themselves if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the Marion County Circuit Court and the other party shall not raise any question as to the Court's full power and jurisdiction to entertain the application and make the appointment.

- B. The decision of the arbitrators so chosen shall be given within a period of thirty (30) days after the

appointment of such third arbitrator. The decision in which any two arbitrators so appointed and acting hereunder concur shall in all cases be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the one of the two original arbitrators appointed by such party, and the fees and expenses of the third arbitrator shall be borne equally by both parties.

- C. In the event that any arbitrator appointed pursuant to subparagraph A of this article shall thereafter die or become unwilling or unable to act as arbitrator, a successor shall be appointed within fifteen (15) days by the party who originally had the right to appoint that arbitrator, but in case of the death or unwillingness or inability to act of the third arbitrator (or in case of the failure to appoint by the party entitled to do so), a successor shall be appointed as provided in subparagraph A of this article.

19.

Amendments

All proposals which Lessee may have for amendment or change to the terms and conditions of this agreement shall be presented to the Keizer Parks Department Director. If the said Director shall approve said recommendations and recommend approval to the City Council, said amendments shall come before the City Council for consideration.

Representatives

The Lessee shall provide to the Lessor a list of at least three key contact people from their organization annually, as well as, upon any significant change. The Lessee will also provide the Lessor with an annual activity schedule.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

LESSOR:

CITY OF KEIZER

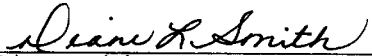

MAYOR

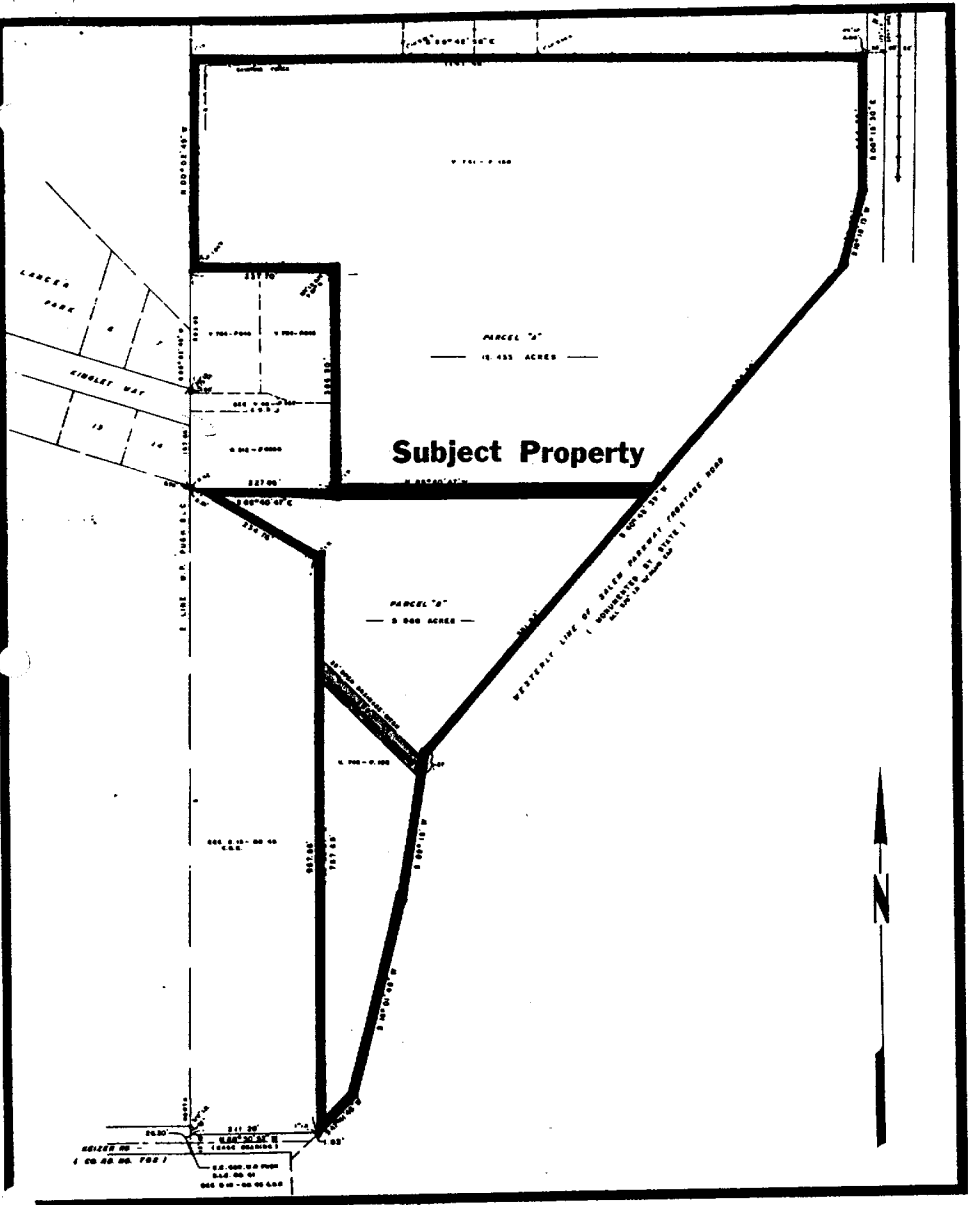

CITY RECORDER

LESSEE:

KEIZER LITTLE LEAGUE, INC.

By: 
Larry Koeneke, President

By: 
Diane Smith, Secretary



Description for Oregon State Department of Transportation

Parcel "A" - 15.433 acres

August 22, 1984

Beginning at an iron rod which is 26.30 feet North and 211.20 feet South 88.50'52" East and 967.68 feet North 00.02'07" East and 234.76 feet North 59.14'16" West from the Southeast corner of the Wm. P. Pugh Donation Land Claim No. 41 in Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon said point of beginning being in the South line of that certain tract of land conveyed to Andrew J. Orcutt by deed recorded in reel 312, page 0995, deed records for said Marion County, and running thence South 89.40'47" East along the South line of said Orcutt tract, 227.89 feet to an iron pipe at the Southeast corner thereof; thence North 00.02'49" West along the East line of said tract and extended 366.50 feet to an iron rod; thence North 89.40'47" West 237.70 feet to an iron pipe in the East line of the aforesaid Wm. P. Pugh Donation Land Claim; thence North 00.02'49" West along the East line of said claim, 365.30 feet to an iron pipe at the Northwest corner of parcel No. 2 of that certain tract of land conveyed to the State of Oregon by deed recorded in Volume 741, page 158, deed records for said Marion County, Oregon; thence South 89.42'58" East along the North line of said State of Oregon tract 1141.49 feet to an iron rod in the West line of Ridge Drive (County Road No. 618) thence South 00.15'30" East along said West line of Ridge Drive, 235.75 feet to an iron rod at the intersection of the Westerly line of the Salem Parkway Frontage Road; thence Southwesterly along said Westerly line of the Frontage Road, the following courses and distances; South 16.18'13" West 122.49 feet to an iron rod; South 40.48'39" West 498.38 feet to an iron rod; thence North 89.40'47" West 772.03 feet to the point of beginning.

SOBERG & KIRSCHER LAND SURVEYORS, INC.

892 PROMONTORY PLACE S.E.

SALEM, OREGON 97302

EXHIBIT "A" 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marvin D. Kirscher

OREGON
JULY 14, 1981
MARVIN D. KIRSCHER
548

Description for Oregon State Department of Transportation

Parcel "B" - 5.989 acres

August 22, 1984

Beginning at an iron pipe in the North line of Keizer Road, (County Road No. 702) said iron pipe being 26.30 feet North and 211.20 feet South 88.50'52" East from the Southeast corner of the Wm. P. Pugh Donation Land Claim No. 41 in Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; said point of beginning being the Southwest corner of that certain tract of land conveyed to the State of Oregon by deed recorded in Volume 749, page 195, deed records for Marion County, Oregon; and running thence North 00.02'07" East along the West line of said tract, 967.68 feet to an iron pipe; thence North 59.14'16" West along the Northwesterly line of said tract, 234.76 feet to an iron rod in the South line of that certain tract of land conveyed to Andrew J. Orcutt by deed recorded in Reel 312, page 0995, deed records for said Marion County; thence South 89.40'47" East along the South line of said Orcutt tract and extended, 772.03 feet to an iron rod in the Westerly line of the Salem Parkway Frontage Road; thence Southwesterly along said Westerly line, the following courses and distances; South 40.48'39" West 581.92 feet to an iron rod; South 09.18' West 255.29 feet to an iron rod; South 14.01'46" West 342.60 feet to an iron rod; and South 47.41'46" West 87.11 feet to an iron rod at the intersection of the aforesaid North line of Keizer Road; thence North 88.50'52" West along said North line, 1.83 feet to the point of beginning.

SURBERS & KIRSCHER LAND SURVEYORS, INC.
892 PROMONTORY PLACE S.E.
SALEM, OREGON 97302

EXHIBIT "A" 3

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Marvin D. Kirscher

OREGON
JULY 14, 1901
MARVIN D. KIRSCHER
548

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R91- 502

AUTHORIZING A LEASE AGREEMENT
WITH KEIZER LITTLE LEAGUE

WHEREAS, the City and the Keizer Little League entered into a lease agreement concerning the Keizer Little League Park in 1986; and

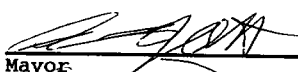
WHEREAS, the parties wish to amend the lease in several particulars, subject to certain terms and conditions; NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City shall enter into the new lease agreement copied and attached hereto.

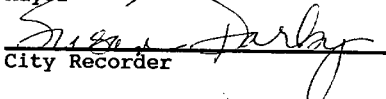
BE IT FURTHER RESOLVED that, during the term of the attached agreement, requests for approval or consent from the Lessee shall be directed to the Keizer Parks and Recreation Advisory Board and said Board is authorized to provide the necessary approvals as long as the proposal is consistent with and in compliance with the master plan adopted by the Council for the subject park and the proposal requires no commitment of its funds outside of the approved budget for parks.

PASSED this 23 day of January, 1991.

SIGNED this 24 day of January, 1991.



Mayor



City Recorder



City of Keizer - Public Works Department

Phone: 390-3700 • 393-1608

930 Chemawa Rd. N.E. • P.O. Box 21030 • Keizer, Oregon 97307-1030

COUNCIL MEETING: JANUARY 21, 1991

AGENDA ITEM NO.: 9

TO: MAYOR AND CITY COUNCIL

FROM: KEVIN WICKMAN, PARKS DIRECTOR

THRU: DON OTTERMAN, CITY MANAGER *DM*

SUBJECT: RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH KEIZER LITTLE LEAGUE, INC. FOR USE OF KEIZER LITTLE LEAGUE PARK.

ISSUE

Shall the City Council adopt a Resolution authorizing a second five year lease agreement with Keizer Little League, Inc.?

BACKGROUND

The City of Keizer and Keizer Little League, Inc. have had a lease agreement for exclusive use of Keizer Little League Park since 1985. The lease expired on December 31, 1990, this was a five year agreement that provided for one year extensions automatically. The lease agreement has been reviewed by City staff and the Keizer Little League President and we agree that a new five year lease is desired.

ANALYSIS

The attached lease authorizes a five year lease agreement with Keizer Little League, Inc. beginning January 1, 1991 and ending December 31, 1995. The lease is the same as the previous one except for these changes which have been agreed to by Keizer Little League and City staff.

- . Addresses for both parties have been updated
- . Exclusive use period will be February 1 thru August 31. (tryouts are typically in February)
- . Keys or combinations to enter all areas which may be secured is addressed.
- . The lease states that the lessor will be provided with updated lists providing information as far as scheduling and key contact people.

The Keizer Little League has abided by the terms of this in the past and there is every indication that they will in the years ahead. They have done well in keeping with the master plan for the Park and have established this facility as a top notch Little League facility.

RECOMMENDATION

It is recommended that the City Council approve the lease agreement with Keizer Little League for a five year exclusive use of the ball fields and adopt a Resolution authorizing the lease agreement.

Keizer Little League



Kevin Wickman, Parks Director
City of Keizer
939 Chemawa Rd. N.E.
Keizer, Or. 97307-1030

Mr. Wickman;

During Keizer Little League's (KLL) Board of Directors meeting on January 16, 1991, we discussed the amendments to KLL'S lease with the City of Keizer as discussed during our meeting on January 14, 1991.

On behalf of Keizer Little League, I accept and approve the proposed Five year lease and all amendments thereto, between the City of Keizer and Keizer Little League from January 1, 1991 to December 31, 1995.

A handwritten signature in cursive script, reading "Larry Koeneke".

Larry Koeneke, President
Keizer Little League, 1991



City of Keizer

930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700 • Fax # 393-9437

CITY COUNCIL MEETING: September 20, 1993

AGENDA ITEM NUMBER: 6a

TO: MAYOR KOHO AND COUNCIL MEMBERS

FROM: DOTTY TRYK *dottry*
CITY MANAGER

SUBJECT: ALTERNATIVE USES FOR LITTLE LEAGUE PARK

BACKGROUND:

The City has a five-year lease with the Keizer Little League for the use of the Little League Park. The agreement gives the Little League exclusive use of the facility from February 1 through August 31 of each year. In return for this, little league volunteers maintain and improve the park. A copy of the lease agreement is attached.

The City has a shortage of facilities for organized sport activities and there is some feeling that there are times when the Little League fields are available and could be used for other activities. Because the lease gives exclusive use to the Little League, these organizations have been hesitant to ask for time.

Councilman Miller brought this issue to the Council last month and requested the Council consider exploring the possibility of allowing other uses when the Little League is not using or maintaining the property.

ALTERNATIVES/OPTIONS:

Council could choose from a range of alternatives. As I see them they could be:

1. Leave the lease agreement as it stands until the expiration December, 1995.
2. The Mayor could appoint a task force of the most interested parties to see if an informal arrangement can be made to the benefit of all.



1982

City of Keizer

930 Chemawa Rd. N.E. • P.O. Box 21000

Keizer, Oregon 97307-1000 • (503) 390-3700 • Fax # 393-9437

CITY COUNCIL MEETING: September 20, 1993

AGENDA ITEM # 6b

TO: MAYOR AND CITY COUNCIL
THROUGH: DOTTY TRYK, CITY MANAGER *Dotty*
FROM: WALLY MULL, PUBLIC WORKS DIRECTOR
SUBJECT: KEIZER PARK REGULATIONS

ISSUE

Shall the City of Keizer Park Regulations Ordinance be amended to allow Keizer Little League Park to be open past sunset, within the parameters outlined in the Conditional Use for the property, and shall the discharge of weapons be listed as a prohibited action in all parks?

DISCUSSION

The current Park Regulations state that all City Parks open at sunrise and close at sunset each day. In the proposed Ordinance establishing Keizer Park Regulations repealing Ordinance # 93-253, section 1. General Regulations, item b has been added to correspond to the park hours allowed in the Conditional Use Agreement.

A change has been made on page 3 section 5. Prohibited Actions, item k. The reference to the Noise Ordinance "number" has been deleted.

The final change is on page 3 section 5. Prohibited Actions, item l is new and refers to the discharge of guns or other types of weapons in City Parks.

RECOMMENDATION

It is recommended that Council approve the proposed changes in the park regulations thereby repealing Ordinance number 93-253 Establishing Keizer Park Regulations.

Kevin Wickman
Kevin Wickman, Parks Director

BILL NO. _____

A BILL
FOR AN ORDINANCE

ORDINANCE NO.

93- _____

ESTABLISHING KEIZER PARK REGULATIONS

REPEALING ORDINANCE 93-253

The City of Keizer ordains as follows:

Section 1. GENERAL REGULATIONS The following regulations apply in
Keizer City parks:

a) Parks open at sunrise and close at sunset each day, with
the exception of item b below referring to Keizer Little League
Park. The City Manager or the City Manager's designee may grant
permission for use of a park after sunset if the proposed use is
appropriate for the park or designated area and consistent with
park policies and regulations.

b) Keizer Little League Park may be open after sunset where
fields are appropriately lighted within the dates and times as
follows: 1) The park hours may be extended by lighting from March
1 to October 31.

2) The park will close, and the lights will be off, at
11:00 pm.

3) Extended hours shall be limited to Monday through
Saturday; the park shall close at sunset on Sundays.

c) Pets must be on a leash and in the control of their
owners at all times.

d) Fires are allowed only in established fire pits or
barbecues.

1 e) Organized events require a park reservation and must be
2 registered through Keizer City Hall.

3 SECTION 2. PARK RESERVATIONS

4 a) An individual or group that has an approved reservation
5 of a section or sections of a park will have exclusive use of said
6 section or sections for the date and time outlined in the
7 reservation form.

8 b) In the case of "Group" reservation, a designated person
9 from the group who will be responsible for the group's actions
10 while using the park and for the condition of the park after the
11 scheduled event shall complete and sign the park reservation form.

12 c) Reservations will be approved on a first come, first
13 served basis provided that the proposed use by the individual or
14 group is appropriate for the designated area and consistent with
15 park policies and regulations.

16 d) The established park reservation fee must be submitted
17 along with the park reservation form. If the reservation is denied,
18 the reservation fee will be refunded to the designated person.

19 e) The amount of the park reservation fee will be
20 established by Resolution.

21 SECTION 3. REVOKING OF PARK RESERVATION

22 Violation of the terms of the park reservation as determined by a
23 police officer, the City Manager or the City Manager's designee,
24 immediately revokes the reservation.

25 SECTION 4. USAGE OF KEIZER LITTLE LEAGUE PARK COMPLEX

26 The Keizer Little League Complex is a unique park and use of this

1 park is limited to those persons or groups whose usage of this park
2 will not degrade its condition or alter its configuration in any
3 way interfere with the park functioning as the Little League Park
4 Complex.

5 SECTION 5. PROHIBITED ACTIONS The following actions are
6 prohibited in Keizer City Parks:

7 a) Operating any motor vehicle, except authorized
8 maintenance vehicles, in areas other than those designated for
9 parking.

10 b) Overnight camping.

11 c) Walking or riding horses.

12 d) Hitting golf balls.

13 e) Riding skate boards or scooters on tennis courts.

14 f) Dumping of any items or materials without the written
15 approval of the City Manager or the City Manager's designee.

16 g) Being present in a park when the park is closed.

17 h) Open fires.

18 i) Possession of alcoholic beverages.

19 j) Vandalism

20 k) Noise which violates the City of Keizer Noise Ordinance
21 as now enacted or later amended.

22 l) Discharge of firearms or other types of weapons, which
23 may include but are not limited to; air guns, BB or pellet guns,
24 sling shots, bow and arrows, crossbows, or any other device which
25 propels any object.

26 SECTION 6. INFRACTION

1 Violation of this Ordinance is an infraction under Keizer Civil
2 Infraction Ordinance # 86-063.

3 SECTION 7. REPEAL OF ORDINANCE 93-253

4 Ordinance # 93-253 (Establishing Keizer Park Regulations) is hereby
5 repealed.

6 SECTION 8. EFFECTIVE DATE

7 This Ordinance shall become effective thirty (30) days after its
8 passage.

9 PASSED this _____ day of _____, 1993

10 SIGNED this _____ day of _____, 1993

11 Mayor _____

12 City Recorder _____



City of Keizer

930 Chemawa Rd. N.E. • P.O. Box 21000

Keizer, Oregon 97307-1000 • (503) 390-3700 • Fax # 393-9437

CITY COUNCIL MEETING: September 20, 1993

AGENDA ITEM NUMBER: 7a

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: DOTTY TRYK *dottry*
CITY MANAGER

FROM: TRACY L. DAVIS *tracy*
CITY RECORDER

SUBJECT: RESOLUTION - CERTIFICATION OF LIGHTING DISTRICT ACCOUNTS

ISSUE:

Each year the City of Keizer certifies to the Marion County Tax Assessor the cost of installation, operation and maintenance of street lights. These street lights benefit the properties within their respective street lighting districts.

The City of Keizer pays the cost of operation and maintenance of the street lights throughout the year. At the end of the fiscal year, the amount paid by the City is totaled up, a 10% administration charge is added, and the amounts are spread out among the affected properties. While the majority of the districts are calculated on a "per lot" basis, some are calculated on a "front footage" basis. Those computed on the latter method are the Hicks-Jones Lighting District, the Greenwood Drive Lighting District and a portion of the Shady Lane Lighting District. The amounts assessed to each of the properties are attached to the Resolution as Exhibit "A".

RECOMMENDATION:

It is recommended the Council approve the attached Resolution certifying the lighting district accounts in the amount of \$193,953.42 to the Marion County Assessor.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R93-_____

3 CERTIFICATION OF LIGHTING DISTRICT ACCOUNTS

4
5 BE IT RESOLVED by the City Council of the City of Keizer that Keizer has
6 determined and computed the amount of money necessary to be raised by assessment to
7 operate and maintain certain street lighting facilities within Keizer, including administrative
8 costs and estimated delinquencies on assessments in the amount of \$193,953.42; and

9 BE IT FURTHER RESOLVED that Keizer certifies Exhibit "A" attached hereto, is
10 a true and correct list of the properties within the various lighting assessment district in
11 Keizer giving the proper assessment and apportionment of costs and expenses to be assessed
12 against the respective properties for installation, operation and maintenance of street
13 lighting facilities for the ensuing year; and

14 BE IT FURTHER RESOLVED that Exhibit "A" attached hereto, is certified to the
15 County Assessor to be added to the appropriate tax accounts for the respective properties
16 indicated.

17 PASSED this _____ day of _____, 1993

18 SIGNED this _____ day of _____, 1993.

19
20
21 _____
22 Mayor

23
24
25 _____
26 City Recorder

EXHIBIT "A"

DISTRICT	M/C CODE	# OF LOTS	P/LOT	TOTAL
MARDELL		8	209	\$32.64
WILARK PARK ST LTC		12	190	\$69.45
MAI-LIN DIST		14	293	\$31.53
APPLEBLOSSOM		15	89	\$21.38
RIVERCREST		17	327	\$24.51
IVY WAY		18	120	\$14.73
ARNOLD WAY		19	40	\$11.68
NORTHVIEW TER		22	85	\$35.57
MCNARY HTS		23	88	\$55.69
CEDAR PARK ST LTC		24	19	\$56.97
MENLO		25	27	\$17.86
SHADY LANE ***		26		---
NORTHWOOD PARK #1		28	49	\$62.51
GREENWOOD ***		34		---
WILARK PARK #6		41	18	\$42.23
WILARK PARK ANN #7		42	16	\$47.51
NORTHWOOD PARK #2		43	43	\$55.41
CHURCHDALE (MAI LIN 2)		44	22	\$27.08
MCLEOD PARK		45	36	\$42.23
LANCER PARK		46	36	\$48.77
HILLIGOS		47	14	\$29.98
CARLHAVEN ADDN		48	28	\$20.33
WINDSOR ESTATES		49	23	\$52.19
WHITAKER PARK		50	78	\$49.88
ANDREW PARK		79	15	\$51.51
GLYNBROOK		80	42	\$39.24
LAWNDALE SUB		81	34	\$57.22
NORTHWOOD PARK #4		82	98	\$70.14
PALMA CIEA 5		83	22	\$27.24
WILARK PARK ANN #5		84	18	\$56.31
HICKS JONES ***		86		---
CARLHAVEN ADDN #2		87	29	\$22.09
WILL. MANOR 4		94	23	\$39.08
WHEATLAND LN		95	7	\$57.16
NORTHTREE ESTATES		96	100	\$65.22
CHEMAWA PARK		97	18	\$77.80
MCLEOD PARK #2		108	28	\$53.66
CHEMAWA EST #1		120	30	\$59.12
SIX SUBDIV		122	21	\$26.13
MCLEOD ESTATES		126	74	\$51.36
CHEHALIS SUB		128	16	\$27.08
DENNIS LANE N		129	45	\$26.99
CRESTWOOD VILLAGE		130	12	\$42.23
CHEMAWA EST #2		131	34	\$59.62
CHARLOTTE		132	45	\$23.31
PALMA CIEA		141	446	\$25.85
RIVerview N		142	29	\$24.12

MEADOWBROOK	143	9	\$34.10	\$306.90
JUNIPER	144	20	\$27.98	\$559.60
TERRACE GLEN	146	16	\$50.01	\$800.16
WEDGEWOOD ESTATES	147	32	\$25.28	\$808.96
JULIE ESTATES	148	20	\$76.01	\$1,520.20
KEPHART ESTATES	150	40	\$38.37	\$1,534.80
JOHNISEE ADDN	159	13	\$24.89	\$323.57
WALENWOOD SUB	161	9	\$17.98	\$161.82
WARNER PARK	162	10	\$16.18	\$161.80
SPRINGTIME PK SUB	163	15	\$50.68	\$760.20
STONEHEDGE ESTATES	164	100	\$58.10	\$5,810.00
RIVERVIEW N #2	165	28	\$24.99	\$699.72
TIMBERVIEW SUBDIV	181	142	\$44.93	\$6,380.06
VISTA VIEW EST #2	182	60	\$32.36	\$1,941.60
NORTHRIDGE PARK	183	32	\$27.26	\$872.32
JUNIPER #2 SUB	184	21	\$39.39	\$827.19
KEIZER HTS	185	65	\$47.89	\$3,112.85
CLARK ST NE	191	29	\$15.84	\$459.36
FRIENDSHIP ADD	192	12	\$26.16	\$313.92
TEN AT MCNARY	193	15	\$73.33	\$1,099.95
BUCHHOLZ ADDITION	194	21	\$19.18	\$402.78
PARKLAWN ADDITION	195	6	\$44.74	\$268.44
GLYNBROOK II N	205	44	\$49.34	\$2,170.96
FOUR WINDS ADD N	206	123	\$26.10	\$3,210.30
FERNBROOK	207	39	\$25.69	\$1,001.91
EDEN ESTATES	208	43	\$46.60	\$2,003.80
COUNTRY CLUB EST	209	29	\$34.73	\$1,007.17
LAWNDALE I SUB-P 2	212	39	\$44.27	\$1,726.53
STONEHEDGE EST II	213	89	\$41.87	\$3,726.43
GARY STREET	215	37	\$16.23	\$600.51
ARNOLD STREET #2	216	19	\$15.11	\$287.09
FOUR WINDS II	217	20	\$16.09	\$321.80
GREENWAY	218	19	\$24.47	\$464.93
NOON AVE	219	32	\$22.94	\$734.08
STONEHEDGE EST III	220	32	\$44.16	\$1,413.12
STONEHEDGE EST 4 & 5	221	32	\$52.87	\$1,691.84
WILLOW LAKE EST	227	44	\$50.68	\$2,229.92
THE MEADOWS (PH 1)	228	56	\$71.78	\$4,019.68
FOUR WINDS III	231	16	\$18.35	\$293.60
WHITEAKER HEIGHTS	232	34	\$32.53	\$1,106.02
THE MEADOWS III	233	35	\$67.28	\$2,354.80
THE MEADOWS II	235	37	\$70.01	\$2,590.37
THE MEADOWS PHASE IV	236	39	\$60.38	\$2,354.82

ORCHARD CREST I	237	53	\$33.83	\$1,792.99
STONEHEDGE EST 6	238	31	\$53.18	\$1,648.58
SPRING MEADOWS EST	239	1	\$2,211.79	\$2,211.79
WILLOW LAKE 2 & 3		96	\$6.86	\$658.56

\$193,953.42



City of Keizer

930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700 • Fax # 393-9437

COUNCIL MEETING: September 20, 1993

AGENDA ITEM NUMBER: 7b

TO: MAYOR KOHO AND CITY COUNCIL

THROUGH: DOTTY TRYK
CITY MANAGER

FROM: TRACY L. DAVIS *tracy*
CITY RECORDER

SUBJECT: ORCHARD CREST PHASE 3 STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT

ISSUE:

Review the City Engineer's report filed for Orchard Crest Phase 3 Street Lighting Local Improvement District and consider a Resolution to adopt this report and to set a public hearing date to receive remonstrances to the project.

BACKGROUND:

On August 16, 1993, the City Council adopted Resolution R93-665 initiating Orchard Crest Phase 3 Street Lighting Local Improvement District and directed the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the property owners requesting the formation of a lighting district.

FISCAL IMPACT:

There is no direct fiscal impact on the City aside from the cost of preparing the City Engineer's report which runs approximately \$150 to \$200, which is reimbursed during the first year. The City receives reimbursement from the property owners for electrical costs through assessments placed on the tax rolls each year. Spreading of the lighting district assessments on the annual basis takes a minimal amount of staff time when the assessments are made on a per lot basis. All activity is budgeted through the Utility Fund.

RECOMMENDATION:

It is recommended City Council adopt the Resolution setting the public hearing for November 1, 1993 and directing the City Recorder to provide notice of the public hearing and notice of proposed assessments to the property owners.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R93-_____

3 **ORCHARD CREST PHASE 3 STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

4 BE IT RESOLVED by the City Council of the City of Keizer, Oregon:

5 Section 1. That the City Council hereby finds the preliminary plans, an estimate of probable
6 costs contained in the City Engineer's report for Orchard Crest Phase 3 Street Lighting Local
7 Improvement District which was filed with the City Recorder on September 16, 1993 to be
8 satisfactory, and the same are hereby approved and adopted.

9 Section 2. That the City Council hereby declares its intention to make the lighting district
10 improvements to serve Orhard Crest Phase 3 Street Lighting Local Improvement District and hereby
11 declares that the improvements to be made shall consist of nine (9) 100 watt high pressure sodium
12 luminaries and mounted on 4 foot long mast arms and attached to 25 foot aluminum poles within the
13 district, all in accordance with the aforesaid preliminary plans with the initial cost of installation to
14 be borne by Portland General Electric and the operational and electrical power costs estimated at
15 \$2646.27 the first year and \$2405.70 in subsequent years to be assessed against the properties
16 benefitting from the improvements.

17 Section 3. That the City Council hereby directs the City Recorder to give notice of intention
18 to make the improvements by publication once each week for two (2) successive weeks in a
19 newspaper of general circulation in the City of Keizer stating a public hearing will be held on
20 November 1, 1993, said notice to also provide that information required under City of Keizer
21 Ordinance 87-094, an ordinance providing for procedures for municipal lighting districts and special
22 assessments.

1 Section 4. That the City Council hereby directs the City Recorder to mail notice of the
2 proposed assessments to each owner in the local improvement district with notice that any objections
3 to the Engineer's Report and the proposed assessment will be considered by the City Council at the
4 aforesaid November 1, 1993 public hearing.

5 Section 5. That the City Council may abandon the proceedings for the lighting district
6 improvements if sufficient property owner support for the local improvement district does not
7 materialize.

8 Section 6. If any section, subsection, sentence, clause or phrase of this resolution is for any
9 reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction,
10 such decision shall not affect the validity of the remaining portions of the resolution. The City
11 Council hereby declares that it would have passed this resolution and each section, subsection,
12 sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections,
13 sentences, clauses or phrases be declared invalid or unconstitutional.

14 PASSED this ____ day of _____, 1993.

15 SIGNED this ____ day of _____, 1993
16 .

17 _____
18 Mayor

19 _____
20 City Recorder

ENGINEER'S REPORT
FOR
ORCHARD CREST PHASE 3
STREET LIGHTING DISTRICT

For Keizer City Council Action on September 20, 1993



Date: Sept. 20, 1993

Project File: 93-0261

September 20, 1993

TO: Mayor Dennis Koho and Keizer City Council

FROM: William I. Peterson, PE
Keizer City Engineer

SUBJECT: Street Lighting District for Orchard Crest Phase Three

Authority and Purpose

This report is being submitted in accordance with the requirements of City of Keizer Ordinance No. 87-094 for the purpose of creating the Orchard Crest Phase Three Street Lighting District.

District Boundaries and Map

A map of the proposed district is attached showing the areas to be benefited by the proposed street lights.

Lighting Plan Alternatives

The lighting improvements will consist of nine, 100 Watt HPS (High Pressure Sodium) luminaires mounted on four foot long mast arms and attached to 25 foot aluminum poles.

These components have been selected in order to maintain consistency between the proposed street lights and existing street lights within Orchard Crest and in the City of Keizer. Gray fiberglass poles may be substituted for aluminum poles at a cost savings.

Installation may be accomplished by any of the following three methods:

Method A

Portland General Electric would supply , install and maintain all luminaires, poles and underground or overhead wiring in the Orchard Crest Phase Three Street Light District. PGE would also supply the electrical power to the district.

Method B

The City of Keizer would purchase all poles and luminaires from PGE, and would then contract with PGE for the installation, maintenance, and power supply in the Orchard Crest Phase Three Street Light District.

Method C

The City of Keizer would purchase all poles and luminaires from PGE, as well as provide the maintenance for the district. PGE would not install the street lights if this option is chosen, and the city would have to contract out for their installation.

ESTIMATED COSTS:

The policy of the City of Keizer has been to allow local electric companies to install, maintain, and supply power to subdivisions by renting all streetlights (Method A). The costs associated with this method are as follows:

Annual Costs

Rent 9 - 100 watt HPS streetlights w/ aluminum poles	\$1924.56
\$160.38 / month	
Annual Operating Cost @ 10% ¹	<u>\$481.14</u>
Total Assessable Costs	\$2405.70
Cost per Lot per yr. for 34 lots =	\$70.76

Note 1 Includes engineering, tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the city in the first year. In succeeding years the annual cost may be expected to be reduced to approximately 40% of the first year cost.

Cost Estimates for Methods B and C were not obtained from PGE, and are therefore not included in this report.

RECOMMENDATIONS

Street Light Poles

Gray light poles can be substituted for aluminum at a cost savings, but would create a discontinuity within the Orchard Crest Subdivision. Aluminum light poles are also preferred by City of Keizer officials in order to maintain overall continuity within the city. For these reasons, we recommend aluminum light poles for Orchard Crest Phase 3.

Method of Installation

We recommend the City of Keizer adopt the Method A described in this report in the formation of the Orchard Crest Phase Three Street Light District. The annual costs for methods B and C are not included in this report, but would be lower than the costs included for Method A. However, Method A does not require the large initial investment that Methods B and C would place on the City of Keizer. By choosing Method A the city avoids becoming involved in the ownership of street light districts, and maintains its general philosophy of contracting with local electric companies for the installation and maintenance of street light districts, and supplying power for street lights.

Method of Assessment

It is recommended that the costs be assessed equally to each lot or parcel in the district. The first year assessment would include the one time costs for engineering and district formation.

Assessment Roll

The attached preliminary assessment roll identifies the benefited properties and the recommended first year assessments to be levied against each owner.

Respectfully submitted,



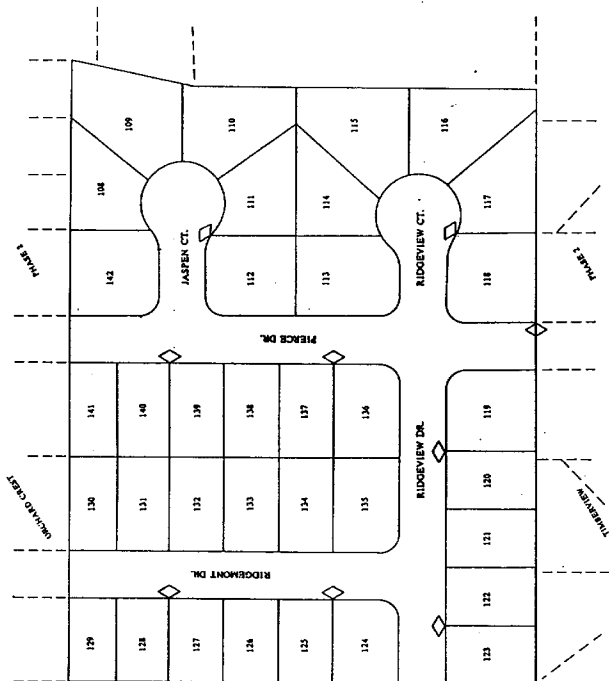
Russ W. Faust, PE
for William I. Peterson, City Engineer

PRELIMINARY ASSESSMENT ROLL for:

Orchard Crest Phase Three Street Lighting District

Located in Section 26, Township 6 South, Range 3 West, W.M. in the City of Keizer,
Marion County, Oregon.**Total to be Assessed:** **\$2405.70**

<u>LOT(s)</u>	<u>OWNERS *</u>	<u>COST/LOT</u>	<u>TOTAL</u>
1-34	JVR Inc. dba TheMeadows Group PO Box 21209 Keizer, Or. 97307	\$ 70.76	\$ 2405.70
34 LOTS		TOTAL	\$ 2405.70



1/8" = 1' NOT TO SCALE
STREET LIGHT



DESIGN PROVIDED BY:

MICHAEL S. CROSSLAND
P.E. STREET LIGHT SPECIALIST



WILLIAM L. PETERSON
ENGINEERING CONSULTANTS INC.
(503) 264-1287
Page 6 of 24-01-1988

ALL PROJECTS ARE THE PROPERTY
OF ENGINEERING CONSULTANTS INC.
AND ARE NOT TO BE REPRODUCED
WITHOUT THE WRITTEN CONSENT
OF ENGINEERING CONSULTANTS INC.

Design: JLP
Drawn: JLP
Checked: JLP
Date: 06/10/04
Scale: 1/8" = 1'

ORCHARD CREST
PHASE 3

STREET LIGHT
DISTRICT



City of Keizer — Community Development

Phone: 390-3700 • Fax # 393-9437
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

CITY COUNCIL MEETING: Sept. 20, 1993

AGENDA ITEM NUMBER: 7c

TO: MAYOR AND CITY COUNCIL

THROUGH: DOTTY TRYK,
CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: HOUSING PLANNING UPDATE

DISCUSSION:

The City Council held a workshop on housing issues on July 12, 1993. At this workshop, a great deal of information was presented on housing problems within the community and options for dealing with them.

Councilor Watson drafted a housing strategy, which was presented to the Council on July 19, 1993. The Council referred the draft strategy to staff for development of comments and a response. The draft strategy has five components. This report will offer brief comment on each as an update on where the planning process on housing is currently.

1. Develop Comprehensive Housing Affordability Strategy (CHAS).

Work on the CHAS is progressing at a rapid pace. A community forum on the CHAS was held on September 3. Over 50 people attended the meeting. Keizer was represented by Diane Bassett of the Planning Commission, and Dotty Tryk and John Morgan. The forum was intended to help identify sources of needed information, as well as begin the process of prioritizing housing issues and responses. The CHAS tables with relevant housing data formed much of the discussion material for the forum. These same tables were provided to the Council with the September 7 update from the Manager.

The workshop resulted in general direction on the priorities for housing activities. Major themes resulting included:

- Rehabilitation and Maintenance of existing housing stock is a top priority.
- New low and moderate income housing should not be concentrated in large complexes. Rather it should be developed in small projects that can integrate with the immediate neighborhood.
- Ownership is an important objective.

"Pride, Spirit and Volunteerism"

The Planning Commission discussed the housing issues on September 8. The Commission, with their own independent evaluation, basically came to the same conclusions as the points presented above. This input will go into the draft CHAS.

The draft of the CHAS will be published in early October. Copies will be provided to Council when available. There will be a presentation and discussion of the draft in late October or early November. The Council will hold a public hearing on the draft in November with adoption anticipated in December.

2. Housing Options

Councilor Watson's four options are all being integrated into the CHAS draft. The time for discussion will be when the Council reviews the draft.

3. Housing Code

This is a tool to be used in housing that should be discussed in light of the priorities established in the adopted CHAS. John Lien and Shannon Johnson have provided some comments found in the attached memorandum to John Morgan.

4. Abandoned and Derelict Building Ordinance

This is also discussed in Lien and Johnson's memorandum.

5. Nuisance Abatement Law

This is also discussed in Lien and Johnson's memorandum. Staff intends to bring this matter back before the Council for consideration in the near future since it is not directly related to the Housing Strategy.

RECOMMENDATIONS

For information only.

7/14/93

Page 1

TO: John Morgan
FROM: GGW

DRAFT HOUSING STRATEGY FOR KEIZER

- (1) Adopt CHAS and priorities
 - Creates usable Data Base
 - helps access funding
- (2) Implement low cost/low staff housing options in the following priority order
 - a) rehabilitate economically viable owner occupied housing w/repayment to city on sale or encumbrance.
 - b) First time home ownership subsidy w/repayment on sale or encumbrance.
 - c) Public facilities such as parks, street and sidewalk improvements.
 - d) Subsidies for development of small multi unit (2-4) in fill complexes in targeted areas - where targets are based on school populations impact and income levels.
- (3) Adopt housing code with multi-unit licensing fee to be self-sustaining. Enforcement limited to enforcement of building codes and state landlord-tenant statutory requirements. Have city take assignment of tenant rights.
- (4) Abandoned and Derelict Building Ordinance with capacity to obtain personal judgment as well as lien on property. Personally I would see a lien on other property of the person, at least in this county.
- (5) Adopt a Nuisance Abatement Law coupled with provisions to allow landlord to evict tenant upon receipt of a formal warning from the city to insulate landlord from tenant suit for wrongful eviction.

MEMORANDUM

TO: John Morgan,
Community Development Director

FROM: John A. Lien and E. Shannon Johnson, 
City Attorneys

RE: Response to Questions Concerning Draft Housing Strategy
for Keizer

DATE: September 16, 1993

You have asked for a short response to the issues set forth in Councilor Watson's memo to you dated July 14, 1993. The following responses are based upon our reaction and preliminary research.

Item (3)

I believe we could adopt a housing code supported by license fees for multi-unit housing. As part of that code, I believe we could do inspections to enforce that code including the building codes. We do currently have in place provisions for administrative searches, if required. I do have some questions about the City enforcing the landlord/tenant code on behalf of tenants. Those rights may be more personal to the tenant depending upon the statutory remedy provided. The cost of legally enforcing these laws may be significant. A more direct approach is through enforcement of the housing code. We will need to do more research on that issue if you want to explore it further.

Item (4)

Item four in the housing strategy suggests an Abandoned and Derelict Building Ordinance to deal with problem properties. The concept would be an ordinance which would allow a personal judgment against the offenders and liens against the property. Though further review is necessary, our initial thoughts are that the current Dangerous Building Ordinance (Ordinance No. 90-184) may provide some solutions to this issue rather than the adoption of a new ordinance.

Though the term "Dangerous Building" is used, the definition is somewhat broad and includes attractive nuisances to children, harbors for vagrants and criminals, and unsanitary or unsafe buildings. The list attached describes the 18 different ways a building can be "dangerous". However, those different conditions or defects must exist to the extent that the life, health, property or safety of the public or the occupants of building are endangered.

John Morgan
Page 2
September 16, 1993

The ordinance may not be effective in situations where the building was abandoned only, if everything worked and was not a hazard or attractive nuisance. However, it would seem likely that an abandoned building after a short amount of time could be an attractive nuisance and a safety hazard depending on how broad one interprets those terms.

Though there is no provision for fines or penalties, the ordinance states that if the building is not repaired or demolished, the City may cause the work to be done and the charges shall be made either a personal obligation against the owner, or a special assessment and lien against the property. The ordinance would not allow both options to be taken at once, but once the personal obligation is reduced to judgment, the judgment could be docketed as a lien in any county or state. (In some cases, using the special assessment may be a better option because of the priority of the lien in that case).

Further review may point out inadequacies in the ordinance, particularly if the City Council wishes to attack a broader range of building problems then are addressed in the current ordinance. In addition, we are looking into whether the ordinance should be amended to allow for the option of fines and Municipal Court action. This may be an effective tool in the situation where the City wants to give the offender incentive to solve the problem, rather than expend City funds to repair or demolish building.

Item (5)

I believe the City can adopt a nuisance abatement law similar to the Gresham ordinance we have previously reviewed. An ordinance like Gresham's is aimed more toward how the occupant uses the property than the physical nature of the property. I do have a question whether or not the City could "insulate" the landlord from tenant suits for wrongful eviction. Providing for that action may require a change in the landlord/tenant statutes and/or working with local landlords to insert such a provision in their rental agreements.

Let me repeat that these are very preliminary thoughts on these issues. If you or the council wishes to explore any of these matters further, we would be happy to do so.

removal in accordance with the procedure specified in Section 401 of this code.

VIOLATIONS

Sec. 203. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

INSPECTION OF WORK

Sec. 204. All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the City Manager in accordance with and in the manner provided by this code and the Building Code.

CHAPTER 3 DEFINITIONS

GENERAL

Sec. 301. For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the State of Oregon 1990 edition of the Structural Specialty Code, as adopted by the City of Keizer.

CITY MANAGER shall mean the City of Keizer City Manager or his designee.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

DANGEROUS BUILDING

Sec. 302. For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

1. Whenever any door, aisle, passageway, stairway or other

means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wrecked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural

members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants or criminals; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this city, as specified in the Building Code, or of any law or ordinance of this state or city relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws, and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause is determined by the fire chief to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains

on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

CHAPTER 4 NOTICES AND ORDERS OF CITY MANAGER

GENERAL

Sec. 401. (a) Commencement of Proceedings. Whenever the City Manager has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, he shall commence proceedings to cause the repair, vacation or demolition of the building.

(b) Notice and Order. The City Manager shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the City Manager has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the City Manager:
 - (i) If the City Manager has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the City Manager shall determine is reasonable under all of the circumstances.
 - (ii) If the City Manager has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the City Manager to be reasonable.
 - (iii) If the City Manager has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the City Manager shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from

MINUTES

KEIZER CITY COUNCIL
Tuesday, September 7, 1993
Robert L. Simon Council Chambers
Keizer City Hall

CALL TO ORDER

Mayor Koho called the regular meeting to order at 7:33 p.m.
Roll call was taken as follows:

Present

Dennis Koho, Mayor
Jim Keller, Councilor
Jerry McGee, Councilor
Al Miller, Councilor
Chet Patterson, Councilor
Jerry Watson, Councilor
Marlene Wellin, Councilor

Staff

Dotty Tryk, City Manager
John Morgan, Community Development Director
Wally Mull, Director of Public Works
Charles Stull, Chief of Police
John Lien, City Attorney
Shannon Johnson, City Attorney
Kevin Wickman, Parks Director
Tracy L. Davis, City Recorder

PUBLIC TESTIMONY

There was no public testimony to come before the Council.

COMMITTEE REPORTS

Volunteer of the Month Award

John Morgan, Community Development Director introduced Marty Matiskainen as the recipient of the September Volunteer of the Month Award. Mayor Koho presented a clock to Mr. Matiskainen in honor of his volunteer contributions to the City.

**PUBLIC
HEARINGS**

**Chemawa Activity
Center**

Mayor Koho reopened the public hearing which had been continued from August 19, 1993.

John Morgan gave briefly reviewed the Ordinance adopting the Chemawa Activity Center Plan as an element of the Keizer Comprehensive Plan. Mr. Morgan stated two amendments to the Plan have been proposed. The first amendment is relative to the regional scale shopping centers and the second includes language stressing the land west of the railroad tracks may not be appropriate for continued consideration as part of the Activity Center. Mr. Morgan recommended Council direct staff to pursue funding for the market study.

There was no testimony to come before the Council during the public hearing.

Mayor Koho closed the public hearing.

Councilor Watson asked that area "d" be included on map and shown as light industrial.

Councilor Watson moved for a bill for an Ordinance adopting the Chemawa Activity Center with the map amendment on page 18 to include area "D" and list this area as light industrial and also include proposed amendments listed by staff. Councilor McGee seconded the Motion.

In response to a question from Councilor McGee, Mr. Morgan stated an Urban Renewal Agency could be formed to aide in the acquisition of property. Councilor McGee voiced his concern with the strong language included in the Plan that moves toward developing a Urban Renewal Agency.

The Council agreed by consensus to modify the language relating to forming a Urban Renewal Agency to read may or could rather than shall or should.

Councilor Watson verified the Council will have input for the marketing study specifications. John Morgan advised the Council staff would return to the Council once funding is secured for the marketing study.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Keller (1)

**Clear Lake Area
Comprehensive Plan
Land Use
Amendment**

Mayor Koho reopened the public hearing which was continued from August 16, 1993.

John Morgan stated two specific issues were raised during the August 16th meeting; a proposed park and residential density. He recommended placing a "P" on the land use map for a park on the north side of Labish Creek, indicating a park will be developed at this site. In order to develop a description for the park in the Keizer Comprehensive Parks System Development Plan, the matter should be referred to the Parks Advisory Board for review and development of the language amendments.

Mr. Morgan advised the Council the involved parties had met and agreed on a proposed Comprehensive Plan and zoning pattern that will meet the needs of the future development of the Epping property while also addressing the concerns of the adjacent owners.

Councilor Watson voiced his concern for a City Park that would be landlocked and would only provide access from within. Mr. Morgan stated there is a vacant lot on Rock Ledge Court that could provide access.

Presenting testimony during the hearing were:

Greg Rands, 6813 Rock Ledge Court, Keizer urged the Council to implement the zone change. He hoped the designated Park land will benefit the residents of Rock Ledge Court. Mr. Rands stated the residents of his neighborhood are willing to contribute to the development of the Park. In response to a question from Councilor McGee, Mr. Rands stated he is comfortable with the proposed linear park 100 to 200 feet in width along LaBish Creek. He agreed the Park should be a relatively natural greenway without recreation equipment.

Ron Bassett-Smith, 965 Bair Road NE, Keizer voiced his approval of the proposed zone changes for the Clear Lake neighborhood. He cited overcrowding in the Clear Lake School and public safety as causes for concern.

Ken Sherman Jr., 687 Court Street, Salem addressed the Council as representative to Mr. Epping. He agreed a portion of the property along LaBish Creek should be designated for a Park. Mr. Sherman also stated the easterly half of the property should be zoned for residential single-family and designate the westerly front 33.5 acres for mixed-use. He said an agreement has been reached with the neighbors to the south for a limitation of 150 apartment units on the westerly portion and the density of residential on the mixed-use area would be 8.8 units per acre. Mr. Sherman stated his client's commitment to some form of commercial development on the front property.

Councilor Watson suggested adding language to the finding to require the development of the area within the mixed-use zone to conform with the mixed-use zone as it relates to a compatible mix of residential and commercial uses.

Councilor McGee commended the parties for the willingness to work together on these important issues.

Councilor Watson voiced his concern regarding the linkages of streets within the neighboring developments.

Mayor Koho recessed the public hearing until September 20, 1993.

**Keizer Little League
Park Conditional
Use Permit**

Mayor Koho reopened the public hearing from August 2, 1993.

City Attorney, Shannon Johnson outlined the procedure for this hearing.

John Morgan briefly explained issues have been raised since the Council voted to approve the request for lights at the Keizer Little League Park. Mr. Morgan recommended approval of the conditional use with the following conditions:

1. Installation of the lights shall be limited to the Reimann Field at this time. Other proposed fields would require a conditional use application or review by the Community Development Department.
2. The lights shall be designed and installed in a manner that directs lights onto the fields.
3. Operation of the Keizer Little League Park lights should be limited to March 1 through October 31 with the lights being off at 11:00 p.m. The extended hours shall be limited to Monday through Saturday.
4. The boundary fence shall be repaired and permanently maintained by the Keizer Little League.
5. The Keizer Park regulations will need to be amended to include the change in hours of operation.

Speaking during the public hearing was:

Tim Irmen, 2107 Kinglet Way, Keizer whose property is adjacent to the Keizer Little League Park voiced his concerns that the proposed lighting would change the use of the park. He believes the lights will have a direct effect on his home and neighbors. Mr. Irmen also encouraged the Council to limit the installation of lights to one field at this time in order to retain control of the placement of the lights.

Councilor Watson noted a possible ex parte contact when he visited the Holland Youth Park with Clint Holland to observe the installed field lights. He stated this visit to the Park did not alter his decision made at the previous meeting.

Councilor Miller inquired of the fence. City Manager Tryk stated she had observed the fence and noted it will need to be repaired. Mr. Irmen cited his concern for the inefficiency of the present fence.

Andy Orcutt, 2100 Kinglet Way, Keizer stated the fencing is inadequate in height. He recommended a six-foot cyclone fence

along his property. Mr. Orcutt also voiced his concerns that school-age children would be forced to play baseball until 11:00 p.m. and also the amount of light that will shine on his property. Mr. Orcutt questioned the reason for an emergency clause within the draft Ordinance.

Clint Holland, 6488 Crampton Drive, Keizer stated the fence on the south side will be replaced with a heavy duty 6-foot fence. He cited vandalism problems of children coming through the neighborhoods onto the Little League Park. In response to Mr. Orcutt's concerns, the senior league children will play the late night games.

In response to a question from Mayor Koho, Mr. Holland stated the Little League will invest approximately \$15,000 to install the wiring for all of the fields. He hoped the Council would not limit this initial expense for only one field. Councilor Miller expressed his concern for approving all five fields to be lighted without approving the schematics for each of the other four fields. Mr. Morgan suggested adding language which would allow the City to review and approve the lighting for the additional fields.

Mr. Holland stated repair work has been started on the fence along the south side of the Park. This fence will end at the gate on the Orcutt property.

Mayor Koho closed the public hearing.

Councilor Miller moved for an Order to approve the application for a conditional use permit to allow certain ball fields to be lighted at the Keizer Little League Complex with these added conditions: an amendment to allow staff to approve the lighting of the additional four fields and installation of a six-foot cyclone fence on the south side to the Orcutt gate. Councilor Patterson seconded the Motion.

Councilor Watson discussed possibilities of revocation of the conditional use permit if the lighting affects the adjacent property owners.

City Attorney, Shannon Johnson suggested the addition of language in Exhibit E - Condition 2 to allow the Community Development Director to approve the lighting plans for the four additional fields prior to construction to help comply with this standard. He also suggested addition of language in Exhibit E - Condition 9; prior to using the field lights, the fence along the western boundary of the Little League Park shall be replaced with a six-foot cyclone fence from the southwest corner of the Little League Complex to the existing gate adjacent to the Orcutt property.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None

ABSENT: Keller (1)

**ADMINISTRATIVE
ACTION**

**Formation of Local
Improvement
Districts**

Public Works Director Wally Mull reported when the City was incorporated in 1982 a policy was adopted to not maintain any streets that were not up to city standards at that time. Previously Council directed staff to explore possibilities to improve Orchard Street, two sections of Fillmore Street and Sieburg Avenue. A meeting was held with property owners to discuss the options for improvement and the formation of a local improvement district with the City. Mr. Mull stated street funds would be available for the construction. He recommended the City initiate a local improvement district to improve these streets.

In response to a question from Councilor McGee, Mr. Mull stated the estimates for each street would be: Orchard Street \$50,000, Fillmore Street (2 sections) \$57,000 and Sieburg Avenue \$42,000.

Glenn Putman, 745 Orchard Street, Keizer favored the improvements. He cited public safety reasons for needed improvement along Orchard Street. He suggested applying gravel to the road immediately in order to reduce the possibility of accidents.

Jerry Taylor, 5060 Joan Drive, Keizer commended Mr. Mull for the informative meeting to discuss the improvements. He stated the City should pay the full amount since the entire community will benefit from the improvements.

Jack Grossnickle, 508 Deaborn N, Keizer stated he has tried to maintain the road since he moved to that location in 1966. He has visited with other residents on Fillmore Street who are also in favor of the improvements. Mr. Grossnickle was pleased to see the City Council move forward on this issue.

Ed McCallister, 750 Orchard Street, Keizer concurred with the improvements and suggested stop signs be placed at all uncontrolled intersections after improvements are made.

Brent Stevenson, 4225 Batting Street, Keizer stated he was not notified of the informational meeting. He felt the City should pay the total bill for the improvements. He cited problems with storm drainage on Sieburg Street.

Patrice Henry, 755 Orchard Street, Keizer stated if the street is improved, traffic from McNary High School will increase. She also concurred the City should pay for the total improvements since all residents of Keizer will benefit from the improvements.

Councilor McGee suggested creating three separate local improvement districts for the improvements to the streets.

Councilor Patterson moved to initiate a Local Improvement District to improve Orchard Street. Councilor Wellin seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Keller (1)

Councilor Patterson moved to initiate a Local Improvement District to improve two sections of Fillmore Street. Councilor Wellin seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Keller (1)

Councilor Patterson moved to initiate a Local Improvement District to improve Sieburg Avenue. Councilor Watson seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Keller (1)

**Bid Award -
Lockhaven and
Trail Avenue
Construction**

Public Works Director Wally Mull stated the City received three bids for the Lockhaven and Trail Avenue construction project. The low bid, submitted by Mocon Construction, was 40% over the engineer's estimate. Mr. Mull recommended the Council reject the bid at this time.

Councilor McGee moved to reject the low bid submitted by Mocon Construction. Mayor Koho seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Keller (1)

**Establishing the
Charge and Terms
of the Budget
Committee**

City Manager Tryk stated these actions would clearly define the functions and terms of the Budget Committee.

Councilor Patterson moved for an Ordinance establishing the charge and terms of the Budget Committee. Mayor Koho seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Keller (1)

Councilor Patterson moved for a Resolution establishing the adjusted terms for the Budget Committee members. Mayor Koho seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Keller (1)

**CONSENT
CALENDAR**

The Consent Calendar consisted of the following:

- a. RESOLUTION - Bid Award - North River Road Pump Overflow Line and Water Main Improvements
- b. Keizer Police Department Annual Report
- c. RESOLUTION - Purchase of Mailing System
- d. RESOLUTION - Authorizing City Manager to Enter into an Agreement with JVR Inc.
- e. Approval of the August 16, 1993 Regular Session Minutes

Councilor Patterson pulled item "c" from the Consent Calendar.

Mayor Koho moved for approval of the remaining items on the consent calendar. Councilor Watson seconded this Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Keller (1)

Item "c"

In response to a question from Councilor Patterson, City Manager Tryk informed the Council there would be minimal impact on the budget. Councilor McGee suggested purchasing the equipment rather than leasing. He also supported the privacy issue of bills being sealed in an envelope. Councilor Miller confirmed Pitney Bowes will cover maintenance costs.

Councilor Patterson moved for a Resolution authorizing the City Manager to Enter into an Agreement with Pitney Bowes, Inc.
Mayor Koho seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, McGee, Miller, Patterson, Watson and Wellin
(6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Keller (1)

**WRITTEN
COMMUNICATION**

There was no written communication to come before the Council.

OTHER BUSINESS

Councilor McGee asked for updates on Police Labor Negotiations, Bond Sale, Ordinance Emergency Clause and the 45th Parallel. City Manager Tryk briefly informed the Council on each item.

In response to a question from Councilor Miller, Parks Director, Kevin Wickman advised the Council the September Parks Advisory Meeting has been canceled.

Community Development Director, John Morgan informed the Council there would be a meeting with the Salem City Council and Planning Commission to review the Willow Lake Noise and Order Study on September 16, 1993 at 7:00 p.m. He also advised the Council of the Chamber Luncheon Topic - River Road Redevelopment.

AGENDA INPUT

Councilor Miller asked for a consolidated calendar reflecting all of the scheduled meetings for October.

ADJOURNMENT

The meeting was adjourned at 10:29 p.m.

TRACY L. DAVIS
City Recorder

APPROVED:

MAYOR:

(Jim Keller absent)

MEMORANDUM

TO: MAYOR KOHO AND CITY COUNCIL

FROM: TRACY L. DAVIS 
CITY RECORDER

SUBJECT: LIGHTING DISTRICT CERTIFICATION
AGENDA ITEM NO. 7A

DATE: SEPTEMBER 20, 1993

Attached please find the individual assessments for the three lighting districts which are figured on a front footage basis. The total amount was shown in exhibit "a" rather than the individual amounts for each.

Thank you!

1992-93 LIGHTING DISTRICTS

M/C CODE TAX ACCT FRONT FOOT ASSESSMENT

86 HICKS-JONES LIGHTING DISTRICT

53711000	100.00	\$26.30
53717000	110.00	\$28.93
53722000	73.67	\$19.37
53726000	162.57	\$42.76
53734000	105.00	\$27.61
53736000	20.00	\$5.26
53739000	385.00	\$101.25
53746000	33.01	\$8.68
53747000	33.91	\$8.92
53752000	225.00	\$59.17
53758000	115.00	\$30.24
53764000	105.00	\$27.61
70315000	84.11	\$22.12
70315030	80.00	\$21.04
71064001	94.33	\$24.81
71064041	103.14	\$27.13
71670010	93.22	\$24.52
71670040	83.86	\$22.05
71670050	85.00	\$22.35
71670060	85.00	\$22.35
71670070	85.00	\$22.35
71670080	85.00	\$22.35
71670090	85.00	\$22.35
71670100	85.00	\$22.35
71670120	85.00	\$22.35
71680000	80.00	\$21.04
71680010	80.00	\$21.04
71680020	115.00	\$30.24
71680030	115.00	\$30.24
71680040	80.00	\$21.04
71680050	80.00	\$21.04
71680060	79.86	\$21.00
71680061	107.18	\$28.19
71680070	65.00	\$17.09
71680080	80.00	\$21.04
71680090	80.00	\$21.04
71680100	103.04	\$27.10
71680110	115.00	\$30.24
71680120	80.00	\$21.04
71680130	80.00	\$21.04
71680140	80.00	\$21.04
71680150	80.00	\$21.04
71680160	115.00	\$30.24
71700000	66.70	\$17.54
71700010	70.00	\$18.41
71700020	83.96	\$22.08
71700030	48.68	\$12.80
71700040	40.85	\$10.74
71700050	40.00	\$10.52
71700060	42.12	\$11.08
71700070	87.00	\$22.88

71700080	72.78	\$19.14
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71990020	70.00	\$18.41
71990030	77.00	\$20.25
71990090	70.00	\$18.41
75090000	116.90	\$30.74
75090010	80.00	\$21.04
75090020	80.00	\$21.04
75090030	70.00	\$18.41
75090040	41.62	\$10.95
75090050	66.10	\$17.38
75090060	85.00	\$22.35
75090070	85.00	\$22.35
75090080	98.32	\$25.86
75090090	80.00	\$21.04
75090100	85.00	\$22.35
75090110	80.00	\$21.04
75090120	90.00	\$23.67
75090130	107.72	\$28.33
80120000	59.98	\$15.77
80120008	83.50	\$21.96
80120010	99.98	\$26.29
80120020	194.90	\$51.26
80120030	104.00	\$27.35
80120210	260.00	\$68.38
80120220	150.00	\$39.45
80130000	50.71	\$13.34
80130720	70.00	\$18.41
80130910	70.00	\$18.41
80130920	70.00	\$18.41
80130930	60.00	\$15.78
81756001	100.00	\$26.30
81756361	100.00	\$26.30
81756371	62.50	\$16.44
81756381	62.50	\$16.44
81756391	62.50	\$16.44
81756401	62.50	\$16.44
81756411	107.00	\$28.14
81756461	107.40	\$28.25
82256000	68.00	\$17.88
82256010	68.00	\$17.88
82256020	68.00	\$17.88
82256030	68.00	\$17.88
82256048	138.13	\$36.33
82256051	75.72	\$19.91
82256060	75.72	\$19.91
82256066	75.72	\$19.91
82256075	75.72	\$19.91
82256120	90.00	\$23.67
82256130	103.60	\$27.25
82256140	96.80	\$25.46

82256150	96.80	\$25.46
82257370	129.07	\$33.94
82257380	61.07	\$16.06
82257390	68.00	\$17.88
82257400	129.07	\$33.94
82257410	193.60	\$50.92
82257420	63.86	\$16.79

82257430	63.86	\$16.79
82257440	196.18	\$51.59
82257450	61.18	\$16.09
82257460	35.84	\$9.43
82257468	18.82	\$4.95
82257470	144.99	\$38.13
82257650	430.00	\$113.09
82257730	108.81	\$28.62
82257740	90.50	\$23.80
82257750	101.55	\$26.71
82257760	75.50	\$19.86
82257770	85.00	\$22.35
82257780	85.00	\$22.35
82257790	100.00	\$26.30
82257807	64.73	\$17.02
82257810	70.00	\$18.41
82257820	150.95	\$39.70
82257830	194.74	\$51.22
82257850	110.09	\$28.95
82257860	84.61	\$22.25
82257900	79.00	\$20.78
82257920	79.65	\$20.95
82257930	100.00	\$26.30
82257941	70.00	\$18.41
82257950	96.21	\$25.30
82257960	101.00	\$26.56
82257970	65.00	\$17.09
82257990	78.00	\$20.51
82258000	144.33	\$37.96
82258010	35.00	\$9.20
82258020	81.00	\$21.30
82258030	105.00	\$27.61
82258040	130.00	\$34.19
82258050	75.00	\$19.72
82258060	75.00	\$19.72
82258090	80.00	\$21.04
82258100	114.00	\$29.98
82258110	97.00	\$25.51
82258130	96.50	\$25.38
82258150	193.60	\$50.92
82258160	87.60	\$23.04
82258170	6.00	\$1.58
82258180	100.00	\$26.30

82258190	95.00	\$24.98
82258200	82.71	\$21.75
82258210	30.00	\$7.89
82258220	87.89	\$23.11
82258230	87.89	\$23.11
82258240	76.05	\$20.00
82258250	76.00	\$19.99
82258260	82.00	\$21.57
82258270	76.00	\$19.99
82258280	87.20	\$22.93
82258300	70.00	\$18.41
82258310	67.81	\$17.83
82258320	67.81	\$17.83

82258330	50.00	\$13.15
82258340	50.00	\$13.15
82258350	50.00	\$13.15
82258360	50.00	\$13.15
82258370	65.78	\$17.30
82258380	70.00	\$18.41
82258420	91.19	\$23.98
82258430	109.00	\$28.67
82258440	80.20	\$21.09
82258450	60.00	\$15.78
82258460	126.70	\$33.32
82258470	75.00	\$19.72
82258480	72.00	\$18.94
82258490	73.50	\$19.33
82258500	64.66	\$17.01
82258510	70.16	\$18.45
82258520	140.00	\$36.82
82258540	20.00	\$5.26
82258550	70.00	\$18.41
82258560	80.00	\$21.04
82258580	115.00	\$30.24
82258590	83.79	\$22.04
82258600	82.00	\$21.57
82258610	100.00	\$26.30
82258630	162.33	\$42.69
82258650	21.00	\$5.52
82258660	62.02	\$16.31
82258662	17.72	\$4.66
82258663	70.26	\$18.48
82258673	70.00	\$18.41
82258680	75.00	\$19.72
82258690	14.00	\$3.68
82258700	116.00	\$30.51
82258705	51.00	\$13.41
82258710	65.00	\$17.09
82258720	67.62	\$17.78
82258730	50.00	\$13.15

82258740	78.00	\$20.51
82258750	66.00	\$17.36
82258758	66.00	\$17.36
82258760	20.00	\$5.26
82258770	62.00	\$16.31
82258780	100.00	\$26.30
82258790	62.00	\$16.31
82258800	101.54	\$26.70
82258810	75.57	\$19.87
82258820	75.00	\$19.72
82258830	106.55	\$28.02
82258840	75.00	\$19.72
82258850	81.41	\$21.41
82258870	74.93	\$19.71
82258890	73.75	\$19.40
82258900	63.71	\$16.76
	19,053.99	5,011.12

34 GREENWOOD DRIVE LIGHTING DISTRICT

53137000	100.61	\$23.17
53138000	101.00	\$23.26
53139000	101.00	\$23.26
53142000	122.32	\$28.17
53143000	122.00	\$28.09
53146000	100.00	\$23.03
53242000	100.00	\$23.03
53243000	100.00	\$23.03
53244000	100.00	\$23.03
53245000	100.00	\$23.03
53249000	100.00	\$23.03
53251000	100.00	\$23.03
53252000	100.00	\$23.03
53253000	100.00	\$23.03
53254000	100.00	\$23.03
73290001	110.00	\$25.33
73290010	100.00	\$23.03
73290020	100.00	\$23.03
73290030	100.00	\$23.03
73290040	200.00	\$46.06
73290050	100.00	\$23.03
73290060	100.00	\$23.03
73290070	100.00	\$23.03
73290080	100.00	\$23.03
73290090	120.00	\$27.63
73290100	165.42	\$38.09
73290110	104.00	\$23.95
73290120	104.00	\$23.95
73290130	104.00	\$23.95

73290140	104.00	\$23.95
73290160	104.00	\$23.95
73290170	105.00	\$24.18
73290180	104.00	\$23.95
73290190	104.00	\$23.95
73290200	110.00	\$25.33

3,785.35	871.71
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26 SHADY LANE LIGHTING DISTRICT

53684000	\$15.86
53831000	\$15.86
53832000	\$15.86
75080000	\$15.86
75080020	\$15.86
75080030	\$15.86
75080040	\$15.86
75080050	\$15.86
75080060	\$15.86
75080070	\$15.86
75080080	\$15.86
75080090	\$15.86
75080100	\$15.86
75080110	\$15.86

75080120	\$15.86
75080130	\$15.86
75080140	\$15.86
75080150	\$15.86
75080160	\$15.86
75080200	\$15.86
75080210	\$15.86
75080220	\$15.86
75080230	\$15.86
75080240	\$15.86
75080251	\$15.86
75080270	\$15.86
75080280	\$15.86
75080290	\$15.86
75080300	\$15.86
75080310	\$15.86
75080320	\$15.86
75080330	\$15.86
75080340	\$15.86
75080350	\$15.86
75080370	\$15.86
75080380	\$15.86
75080390	\$15.86
75080400	\$15.86
75080410	\$15.86

75080420		\$15.86
75080430		\$15.86
80120170	163.02	\$31.23
80120180	76.98	\$14.75
80120190	80.00	\$15.33
80120200	80.00	\$15.33
80120480	50.00	\$9.58
80120500	100.00	\$19.16
80120510	100.00	\$19.16
80120520	100.00	\$19.16
82256160	75.00	\$14.37
82256170	30.00	\$5.75
82256180	50.00	\$9.58
82256190	50.00	\$9.58
82256200	74.00	\$14.18
82256210	60.00	\$11.50
82256220	15.00	\$2.87
82256230	75.00	\$14.37
82256241	75.00	\$14.37
82256250	75.00	\$14.37
82256260	75.00	\$14.37
82256270	75.00	\$14.37
82256275	75.00	\$14.37
82256280	75.00	\$14.37
82257100	136.92	\$26.23
82257110	73.09	\$14.00
82257120	60.00	\$11.50
82257130	67.00	\$12.84
82257140	63.00	\$12.07
82257150	68.14	\$13.06
82257160	60.00	\$11.50

82257170	64.53	\$12.36
82257180	64.53	\$12.36
82257190	64.53	\$12.36
82257200	64.53	\$12.36
82257210	64.53	\$12.36
82257220	193.60	\$37.09
82257230	20.00	\$3.83
82257236	76.80	\$14.71
82257240	20.00	\$3.83
82257250	76.80	\$14.71
82257260	96.80	\$18.55
82257270	96.30	\$18.45
82257280	60.00	\$11.50
82257290	210.63	\$40.36
82257300	54.75	\$10.49
82257320	64.30	\$12.32
82257330	120.00	\$22.99
82257350	89.00	\$17.05
82257360	100.00	\$19.16

82257480	116.67	\$22.35
82257490	100.00	\$19.16
82257500	100.00	\$19.16
82257510	118.00	\$22.61
82257520	64.69	\$12.39
82257530	64.46	\$12.35
82257540	64.54	\$12.37
82257550	193.60	\$37.09
82257560	96.80	\$18.55
82257570	96.80	\$18.55
82257580	96.80	\$18.55
82257590	96.80	\$18.55
82257600	125.00	\$23.95
82257630	100.87	\$19.33
82257660	67.00	\$12.84
82257670	67.00	\$12.84
82257680	67.00	\$12.84
82257690	67.00	\$12.84
82257710	77.00	\$14.75

5,538.81	\$1,711.50
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LAND USE MAP AMENDMENT

DATE: 9-20-93

PLACE: Council Chambers

TIME: 7:30 PM

[illegible]

PUBLIC TESTIMONY

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

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

Name: _____

TERRI BURGER

Address: _____

4688 13th Ave NE

KEIZER OR

Subject or Agenda Item Number: _____

6A

Your Comments:

Proponent _____

Opponent _____

General _____

X

Date _____

9/20/93

PUBLIC TESTIMONY

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

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

Name: CHRISTINE GARCIA

Address: 898 VENTURA ST.
KEZOR

Subject or Agenda Item Number: 6A

Your Comments:

Proponent _____ Opponent _____ General _____

Date _____

PUBLIC TESTIMONY

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

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

Name: _____

Vic Backlund

Address: _____

1339 Mistwood Dr. NE

Subject or Agenda Item Number: _____

KLL field use

Your Comments:

Proponent _____

Opponent _____

General _____



Date _____

9-20-93

PUBLIC TESTIMONY

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

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

Name: Curt Thurston

Address: 2005 Heather Stone Ct NE
Keizer

Subject or Agenda Item Number: 6A

Your Comments:

Proponent _____ Opponent _____ General _____

Date 9/20/93

PUBLIC TESTIMONY

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

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

Name:

Ben Burger

Address:

4688 13th ave NE

Kenner

Subject or Agenda Item Number:

6A

Your Comments:

Proponent _____

Opponent _____

General _____

X

Date

9-20-93

PUBLIC TESTIMONY

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

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

Name: PHIL LACKAFF

Address: 2285 ROCKLEDGE DR NE

KEIZER OR 97303

Subject or Agenda Item Number: 6a

Your Comments:

Proponent _____ Opponent _____ General _____

Date 9/20/93

PUBLIC TESTIMONY

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

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

Name:

Rudy Carros

Address:

4709- 13th Ave. N
Kenner 97303

Subject or Agenda Item Number:

Kenner little
league

Your Comments:

Proponent _____ Opponent _____ General _____

Date

7/20/93

PUBLIC TESTIMONY

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

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

Name: _____

Clint Holland

Address: _____

6488 Crampton

Keizer

Subject or Agenda Item Number: _____

Your Comments:

Proponent _____

Opponent _____

General _____

/

Date _____

PUBLIC TESTIMONY

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

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

Name: PHIL LACKAFF

Address: 2285 ROCKLEDGE DR NE
KEIZER, OR 97303

Subject or Agenda Item Number: LITTLE LEAGUE FIELD
USE

Your Comments:

Proponent _____ Opponent _____ General ✓

Date 9/20/93

PUBLIC TESTIMONY

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

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

Name: _____

Rod Nelson

Address: _____

4415 Panther Ct
Keizer

Subject or Agenda Item Number: _____

K.L.L. Fields

Your Comments:

Proponent _____

Opponent _____

General _____

☒

Date _____

9-20-93