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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, September 19, 2011
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC TESTIMONY

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

5. PUBLIC HEARINGS

6. ADMINISTRATIVE ACTION

a. ORDINANCE – Withdrawing Territory from Marion County Fire District No. 1 (Second Reading)
RESOLUTION - Declining to Withdraw Clear Lake Area from Marion County Fire District No. 1
RESOLUTION – Proposing Annexation to Keizer Fire
RESOLUTION – Authorizing Mayor to Sign Intergovernmental Agreement Relating to Fire and Emergency Services within the City of Keizer

b. Requested partial Refund of Park SDC's (Emerald Pointe Retirement Center)

c. RESOLUTION – Authorization for Supplemental Budget – Parks Operations and Rental Expenses – Designating Rental Income as Dedicated Park Operations Revenue

7. CONSENT CALENDAR

a. **RESOLUTION – Authorizing the City Manager to Enter Into Lease Agreement with IKON Office Solutions for Utility Billing Department Copier**

b. **RESOLUTION – Correcting Scrivener's Error – R2011-2159**

c. **Approval of August 1, 2011 Regular Session Minutes**

d. **Approval of August 15, 2011 Regular Session Minutes**

8. COMMITTEE REPORTS

a. **Salem-Keizer Consolidated Annual Performance Evaluation Report**

9. OTHER BUSINESS

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

a. **New Business or Old Business Issues**

10. WRITTEN COMMUNICATIONS

***To inform the Council of significant written communications*.**

11. AGENDA INPUT

October 3, 2011
7:00 p.m. – City Council Meeting

October 10, 2011
5:45 p.m. – City Council Work Session

October 17, 2011
7:00 p.m. – City Council Meeting

12. ADJOURNMENT

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

CITY COUNCIL MEETING: September 19, 2011

AGENDA ITEM NUMBER:__________________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER FIRE DISTRICT/MARION COUNTY FIRE DISTRICT NO. 1

At the last Council meeting, the City Council closed the public hearing and with a 6-1 vote passed the withdrawal Ordinance on first reading. Therefore, such Ordinance is before the Council for a required second reading.

If such Ordinance passes on second reading, the Council may consider the attached Resolutions for proposing annexation of the Clear Lake area to Keizer Fire, and authorizing the Intergovernmental Agreement between Keizer Fire and the City of Keizer.

RECOMMENDATION:

Consider the withdrawal Ordinance on second reading and if the withdrawal is considered to be for the best interests of the City and Council is comfortable with the indemnification ability of Keizer Fire, adopt the withdrawal Ordinance. If the Council does not wish to adopt the withdrawal Ordinance, I have attached the Resolution Declining to Withdraw Clear Lake Area From Marion County Fire District No. 1 for your consideration.

If the withdrawal Ordinance is adopted, consider the annexation Resolution and Intergovernmental Agreement Resolution as Council deems appropriate.

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

ESJ/tmh

BILL NO. ____ A BILL ORDINANCE NO. 2011-__________

FOR

AN ORDINANCE

WITHDRAWING TERRITORY FROM MARION COUNTY FIRE DISTRICT NO. 1

WHEREAS, the tracts of land described in Exhibit “A” attached hereto and hereby incorporated by reference and depicted on the attached map have been included within the boundaries of the City of Keizer since incorporation, but have not been withdrawn from the Marion County Fire District No. 1;

WHEREAS, the City desires to withdraw from the Marion County Fire District No. 1 the tracts of land described in Exhibit “A”;

WHEREAS, ORS 222.520 provides that the City may cause territory to be withdrawn from a fire protection district when the territory is a part less than the entire area of a district;

WHEREAS, ORS 222.524 provides the manner in which the territory that has been previously incorporated into the City may be withdrawn;

WHEREAS, the City Council initiated the withdrawal process by Resolution No. R2011-2149 on July 11, 2011;

WHEREAS, a decision to withdraw property is a land use decision as defined in ORS 197.015(10), thus requiring findings that the decision complies with the statewide planning goals and the applicable comprehensive plan, as well as applicable provisions of the ORS Chapters 195, 197, and, 222, and such findings are contained in Exhibit “B”, which is attached hereto and incorporated herein by reference;

WHEREAS, ORS 222.530 allows 90 days from the date of such withdrawal for the City of Keizer and Marion County Fire District No. 1 to agree upon an equitable division of assets of the District;

WHEREAS, ORS 222.520(2) provides that the area withdrawn shall not thereby be relieved from liabilities and indebtedness previously contracted by the district, and for the purposes of paying such liabilities and indebtedness of the district, property in the part withdrawn shall continue to be subject to assessment and taxation uniformly with the remaining area of Marion County Fire District No. 1;

WHEREAS, the City has published and posted Notices of Hearing as required by ORS 222.524(2);

WHEREAS, on August 1, 2011, the City held a hearing as required by ORS 222.524(1) for the purpose of hearing objections to the withdrawal and determining whether such withdrawal is for the best interest of the City;

NOW THEREFORE,

The City of Keizer ordains as follows:

Section 1. The City of Keizer adopts the Findings set forth in Exhibit “B” attached hereto and by this reference incorporated herein.

Section 2. The tracts of land described in Exhibit “A” and depicted on the attached map, are hereby declared to be withdrawn from the Marion County Fire District No. 1 in accordance with ORS 222.524(3).

Section 3. Pursuant to state statute, the City and Marion County Fire District No. 1 shall attempt to agree on an equitable division of assets of the District, including Station 6, within 90 days of the withdrawal or proceed with arbitration pursuant to state statute.

Section 4. This withdrawal shall become effective on June 29, 2012, subject to an order by the Marion County Board of County Commissioners to annex the territory to Keizer Fire District, and subject to all other state, county, and local acts being completed to allow the annexation to take effect June 30, 2012. However, if all acts have been completed, but not in a timely manner to allow the annexation to take effect June 30, 2012, the withdrawal shall become effective June 29, 2013.

Section 5. This Ordinance shall take effect thirty (30) days after its passage.

PASSED this ________ day of ____________________, 2011.

SIGNED this ________ day of ____________________, 2011.

____
Mayor

____
City Recorder

Description for Expanded Keizer
Fire District Service Area

June 10, 2011

Beginning at the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 of the Book of Town Plats for Marion County, Oregon and located in Section 26, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence North 89° 48' 16" West a distance of 665.39 feet along the Southerly line of said Keizer Prairie Estates to the Southwest corner thereof;

Thence North 00° 21' 16" East a distance of 330.99 feet along the Westerly line of said Keizer Prairie Estates to the Northwest corner of Lot 38 of said Keizer Prairie Estates, said point also being the Northeast corner of Lot 258 of the Meadows Phase 7 as recorded in Volume 40, Page 68 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 44' 48" West a distance of 651.41 feet along the Northerly line of said The Meadows Phase 7 to the Northwest corner of Lot 250 of said The Meadows Phase 7, said point also being on the Easterly right-of-way line of Meadowglen Street;

Thence continuing North 89° 44' 48" West a distance of 60.00 feet, parallel with the North line of said The Meadows Phase 7, to a point on the Westerly right-of-way line of said Meadowglen Street, said point also being on the Easterly line of Lot 249, of said Meadows Phase 7;

Thence continuing North 89° 44' 48" West a distance of 585.00 feet, parallel with the North line of said The Meadows Phase 7 to a point; said point being the Northeast corner of Lot 228, The Meadows Phase 6 as recorded in Volume 40, Page 51 of the Book of Town Plats for Marion for Marion County, Oregon;

Thence continuing North 89° 44' 48" West a distance of 23.11 feet to a point, said point being the Southeasterly corner of Caterwood Estates as recorded in Volume 40, Page 75 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 18' 54" West a distance of 1,281.63 feet along the Southerly line of said Caterwood Estates to a point, said point being the Southwest corner of said Caterwood Estates and also being on the Easterly right-of-way line of Wheatland Road North (Market Road 24);

Thence North 89° 18' 54" West a distance of 34.00 feet to a point, said point being on the centerline of Wheatland Road (Market Road No. 24);

Thence South 00° 13' 00" West a distance of 360.00 feet, more or less, along the centerline of Wheatland Road (Market Road No. 24) to a point, said point being on the Easterly extension of the

Northerly line of that certain tract of land conveyed by deed to Robert F. and Barbara J. Haskins and recorded in Reel 1329, Page 62 Deed Records for Marion County, Oregon;

Thence North 89° 51' West a distance of 228.00 feet, more or less, along the Northerly line and the Easterly extension thereof, of said Haskins tract to a point, said point being the Northeast corner of Lot 7, Orchard Crest Phase 1 as recorded in Volume 39, Page 82 Book of Town Plats for Marion County, Oregon;

Thence North 89° 46' 42" West a distance of 487.47 feet to a point, said point being the most Northerly Northwest corner of Lot 16 of said Orchard Crest Phase 1;

Thence North 89° 46'42" West a distance of 169.00 feet, more or less, to a point on the East line of the Alvis Smith Donation Land Claim No. 69 in Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, said point also being the Northwest corner of that certain tract of land conveyed by deed to David W. and Joanne M. Dempster and recorded in Reel 2334, Page 367 Deed Records for Marion County, Oregon;

Thence South a distance of 365.20 feet, more or less, along the East line of said Smith DLC No. 69, to a point, said point being the Southeast corner of a certain tract of land described as Parcel 1 and conveyed by deed to Dennis C. and Sandra J. Blackman and recorded in Reel 2899, Page 439 Deed Records for Marion County, Oregon;

Thence West a distance of 120.00 feet, more or less, along the Southerly line of said Parcel 1 to a point, said point being the 170' Elevation line as described and noted in City of Keizer Ordinance No. 91-211, dated October 7, 1991 annexing certain property into the City of Keizer;

Thence Northerly a distance of 480.00 feet, more or less, along said 170' Elevation line to a point on the East line of said Smith DLC No. 69, said point being the Northwest corner of a tract of land conveyed to H.D. and T.L. Roach as described in Volume 471, Page 242 Deed Records for Marion County, Oregon;

Thence continuing North a distance of 150.00 feet, more or less, along the East line of said Smith DLC No. 69 to a point on the high bank line of the Willamette River 100 year flood terrace, said point also being located 1,100.00 feet, more or less, South from the Northeast corner of said Alvis Smith DLC No. 69;

Thence Northerly along said high bank line, a distance of 4,800.00 feet, more or less, to the Northwest corner of a tract of land conveyed to J. and V. Cooper as described in Reel 49, Page 1501, Deed Records for Marion County, Oregon, said point also being located North a distance of 622.50 feet, more or less, from the center of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Easterly a distance of 127.00 feet along the North line of said Cooper tract to a point on the Westerly right-of-way line of Wheatland Road (Market Road 24);

Thence Northeasterly a distance of 114.00 feet, more or less, along said Westerly right-of-way line to the point of intersection of said right-of-way line and the Westerly extension of the North line of Clear Lake Addition as recorded in Volume 17, Page 48, Book of Town Plats for Marion County, Oregon;

Thence Easterly a distance of 72.00 feet, more or less, along said Westerly extension to the Northwest corner of Lot 1, Block 2 of said Clear Lake Addition;

Thence Easterly a distance of 418.30 feet along said North line of said Clear Lake Addition to the Northwest corner of Clear Lake Addition No. 2 as recorded in Volume 18, Page 33 Book of Town Plats for Marion County, Oregon;

Thence continuing Easterly a distance of 300.41 feet along the North line of said Clear Lake Addition No.2 to the Northeast corner thereof;

Thence South 00° 03' East a distance of 565.48 feet, more or less, to the Northwest corner of a tract of land conveyed to L.D. and M.C. Roth as described in Reel 179, Page 514 Deed Records for Marion County, Oregon, said point also being located North 00° 03' West a distance of 145.00 feet from the Southwest corner of said Roth tract being located on the centerline of Clearlake Road (county Road 613);

Thence Easterly a distance of 457.79 feet parallel with said centerline of Clearlake Road to a point located on the East line of a tract of land conveyed to D. and M. Schlag as described in Reel, 234, Page 153, Deed Records for Marion County, Oregon;

Thence South 00° 03' East a distance of 5.00 feet along said East line of said Schlag tract to a point which is located North 00° 03' West a distance of 140.00 feet from said centerline of Clearlake Road;

Thence Easterly a distance of 1,099.32 feet parallel with said centerline of Clearlake Road to the point of intersection of said line and the Northerly extension of the West line of a tract of land conveyed to C.C. and A.J. Johnson as described in Volume 540, Page 672 Deed Records for Marion County, Oregon;

Thence Southerly 20.00 feet along said Northerly extension to the Northwest corner of said Johnson tract;

Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Southerly a distance of 2,760.00 feet along said section line to the section corner of common to Sections 23, 24, 25, and 26, Township 6 South, Range 3 West of said Meridian, County, and State;

Thence continuing Southerly a distance of 706.90 feet, more or less, along the section line common to Sections 25 and 26, Township 6 South, Range 3 West of said Meridian, County, and State to the Easterly right-of-way line of River Road (Market Road 36);

Thence South 37° 46' West a distance of 763.00 feet, more or less, along said Easterly right-of-way line to the point of intersection with the South line of a tract of land conveyed to R.J. Zielinski as described in Reel 79, Page 276 Deed Records for Marion County, Oregon;

Thence Westerly a distance of 180.00 feet, more or less, to a point, said point being the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 Book of Town Plats for Marion County, Oregon, and the Point of Beginning.

EXPANDED KEIZER FIRE DISTRICT
SERVICE AREA
EXHIBIT "A"

Exhibit “B”

Findings regarding the withdrawing of territory from Marion County Fire District No. 1

The City of Keizer finds that:

1. The purpose of the withdrawal is to continue, maintain, and enhance fire protection services to all of the City; to lower the tax rate for residents of the Affected Territory; to prevent further loss of substantial tax revenue by Keizer Fire District (Keizer Fire); to continue orderly provision of municipal services; to enhance the ability of Keizer Fire to continue ambulance services to the Affected Territory through the county ASA process; and to potentially improve fire insurance classification ratings in the Affected Territory.

2. Currently the boundary between Keizer Fire and Marion County Fire District No. 1 divides territory that is entirely within the City of Keizer. This proposal will withdraw the balance of those properties from Marion County Fire District No. 1, and will allow for annexation by Keizer Fire, which currently serves all other properties within the City of Keizer.

3. There are several statutes that contain criteria applicable to withdrawal decisions made by cities. They are in ORS Chapters 195, 196, 197 & 222.

   ORS 195.060 to 195.080 requires first “Coordination Agreements” and then “Urban Service Agreements” between governments that provide an urban service. For purposes of ORS 195 urban services include: sanitary sewers; water; fire protection; parks; open space; recreation; and streets, roads and mass transit.

   Urban service agreements require the parties to determine which entities will be responsible for providing which urban services to which areas.

   Compliance with the requirement for coordination agreements and urban service agreements is required no later than the first periodic review that begins after November 4, 1993 or a date set by LCDC.

   There are no urban service agreements relating to the Affected Territory.

   ORS Chapter 196 concerns matters which are not relevant to this proposal and therefore does not apply here.

ORS 197.175 provides that:

(1) Cities . . . shall exercise their planning and zoning responsibilities, including, but not limited to, a city . . . special district boundary change which shall mean the. . . change of organization of ...any special district....in accordance with ORS chapters 195, 196 and 197 and the goals approved under ORS chapters 195, 196 and 197.

(2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

(a) Prepare, adopt, amend and revise comprehensive plans in compliance with goals approved by the commission;

(b) Enact land use regulations to implement their comprehensive plans;

(c) If its comprehensive plan and land use regulations have not been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the goals;

The main criterion for determining whether to declare that the territory is withdrawn within ORS 222 is whether such withdrawal is for the best interest of the City. The withdrawal is for the best interest of the City because it will continue, maintain, and enhance services to all of the City; it will result in a lower tax rate for residents of the Affected Territory; it will prevent further loss of substantial tax revenue by Keizer Fire; it is consistent with the orderly provision of municipal services; it will be consistent with and enhance the ability of Keizer Fire to continue ambulance services to the Affected Territory through the county ASA process; and it may result in an improvement to fire insurance classification ratings in the Affected Territory.

5. Allocation of Assets and Liabilities

<u>Assets:</u> ORS 222.530 allows 90 days from the date of the withdrawal for the City of Keizer and Marion County Fire District No. 1 to agree upon an equitable division of assets of the District or thereafter proceed to arbitration pursuant to state statute.

Marion County Fire District No. 1 Bonded Indebtedness and Local Option Levy: ORS 222.520(2) provides that the area withdrawn shall not thereby be relieved from liabilities and indebtedness previously contracted by the district, and for the purposes of paying such liabilities and indebtedness of the district, property in the part withdrawn shall continue to be subject to assessment and taxation uniformly with the remaining area of Marion County Fire District No. 1.

Permanent Rate & Keizer Fire Local Option Levy: The Affected Territory, when annexed by Keizer Fire, will be subject to the permanent rate limit established and any local option taxes imposed by Keizer Fire.

6. The Affected Territory lies entirely within the City of Keizer.

Based on the above Findings, the City Council determined:

1. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 195. ORS Chapter 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The City does not have an urban service agreement with Marion County Fire District No. 1 that identifies the subject territory to be within the service area of the District. Therefore the Council finds this withdrawal to be in accord with ORS Chapter 195.

2. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 196. As noted above in Finding No. 3, the City concludes that ORS Chapter 196 is not applicable here.

3. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 197 and the LCDC Goals. City conclusions and reasons for decision are as follows:

    Goal # 1 – Citizen Involvement. This goal requires a city to develop a citizen involvement program that insures that citizens have the opportunity to be involved in the planning process. Section III(F)(1)(2) of the Keizer Comprehensive Plan set forth general goals that: 1) provide for widespread citizen involvement; 2) assure effective two-way communication with citizens; 3) provide the opportunity for citizens to be involved in all stages of the planning process; 4) assure that technical information is available in an understandable form; 5) assure that citizens will receive a response from policymakers; and 6) insure funding for the citizen involvement program. Citizen involvement is accomplished by publishing notice to all property owners once each week for two successive weeks prior to the date of the hearing in the Keizer Times, which is a newspaper of general circulation in the City, and by publishing notice in four public places around the City for the same period, and by holding a public hearing at which any and all participants can state their positions. And thus this land use decision is consistent with Goal #1.

Goal # 2 – Land Use Planning. Goal 2 relates to establishment of a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions. The City Comprehensive plan established a goal to assure an adequate factual base for decisions and actions. This decision is based on factual information gathered from residents and government entities related to property tax rates, legal boundary descriptions, response time information, and insurance ratings, and is thus consistent with Goal #2.

Goal # 3 – Agricultural Lands. Preservation of agricultural lands was addressed through establishment of the regional Urban Growth Boundary (UGB) (See Keizer Comprehensive Plan Section IV(G)). The area that is subject to this withdrawal is within the UGB, and thus this land use decision is consistent with Goal #3.

Goal # 4 – Forest Lands. Preservation of forest lands was addressed through establishment of the regional Urban Growth Boundary (UGB) (See Keizer Comprehensive Plan Section IV(G)). The area that is subject to this withdrawal is within the UGB, and thus this land use decision is consistent with Goal #4.

Goal # 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces. Protection of natural resources and conservation of scenic and historic areas and open spaces has been addressed with the City's comprehensive plan and zoning (See Keizer Comprehensive Plan Section III(A)(2)(c)). The withdrawal is consistent with the stated policies in the City's acknowledged comprehensive plan because it does not affect any of the areas noted in the plan. Thus, this land use decision is consistent with Goal #5.

Goal # 6 – Air, Water and Land Resources Quality. This goal is being complied with through the general goals in the City's acknowledged plan (See Keizer Comprehensive Plan Section III(A)(2)(a)(3)), whereby the City adopted a general goal of maintaining and improving the quality of air, water, and land resources. The withdrawal maintains and improves the quality of air because it results in lower emissions with reduced vehicle travel time when responding to the Affected Territory with emergency vehicles that are already servicing the area. It has no impact on water and land resources. Thus, this land use decision is consistent with Goal #6.

Goal # 7 – Areas Subject to Natural Hazards. This Goal is currently being applied through the comprehensive plan (see Keizer Comprehensive Plan Section III(A)(2)(a)(4)). Withdrawal will be consistent with this goal of protecting life and property from natural disasters and hazards because it will improve emergency response times to residents of the affected territory. Thus, this land use decision is consistent with Goal #7.

Goal # 8 – Recreational Needs. This Goal is currently being applied through the comprehensive plan (See Keizer Comprehensive Plan Section III(E)(8)). Withdrawal will not affect this goal, as the provision of emergency services is unrelated to recreational needs. Thus, this land use decision is consistent with Goal #8.

Goal # 9 – Economic Development. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(C)(2)(a)(2), which sets forth a goal of encouraging the location of residential development where full urban services are available.) Withdrawal is consistent with this goal because it improves urban services to the affected area. Thus, this land use decision is consistent with Goal #9.

Goal # 10 – Housing. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(C)(2)(a)(3), which sets forth a goal of providing housing opportunities for all types of housing needs.) Withdrawal will not affect this goal. Thus, this land use decision is consistent with Goal #10.

Goal # 11 – Public Facilities and Services. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(E)(2)(11), which sets forth a goal of ensuring that public facility and service planning and implementation are consistent with the Urban Growth and Growth Management policies of the plan.) The withdrawal will ensure that the area that is already incorporated in the urban growth boundary is served consistently with the remaining territory in the City. Thus, this land use decision is consistent with Goal #11.

Goal # 12 – Transportation. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(E)(4), which sets forth a goal of providing for the safe and efficient movement of people and goods throughout the metropolitan area.) Withdrawal is consistent with this goal because it allows for improved response times to the affected area, which may reduce the need for a district responding from another location to speed through the City when responding to a call. Thus, this land use decision is consistent with Goal #12.
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Goal # 13 – Energy Conservation. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(A)(2)(a)(5), which sets forth a general goal of encouraging energy conservation). Withdrawal will be consistent with this goal, as it reduces the fuel consumption by responding from a territory that is in close proximity to the area. Thus, this land use decision is consistent with Goal #13.

Goal # 14 – Urbanization. This Goal is currently being applied through the comprehensive plan (See Keizer Comprehensive Plan Section II(C)(3)). Withdrawal will not affect this Goal #14.

Goal # 15 – Willamette River, Goal # 16 Estuarine Resources, Goal # 17 Coastal Shorelands, Goal # 18 Beaches and Dunes, and Goal # 19 Ocean Resources. These Goals do not apply in this area.

Based on the above the City finds the withdrawal to be in accordance with the Goals.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

DECLINING TO WITHDRAW CLEAR LAKE AREA FROM MARION COUNTY FIRE DISTRICT NO. 1

WHEREAS, the Keizer Fire District requested the City Council consider exercising its authority under ORS 222.520 to withdraw the Clear Lake Area from Marion County Fire District No. 1;

WHEREAS, pursuant to ORS 222.524, the City Council called for a public hearing on August 1, 2011, for the purpose of hearing objections to the withdrawal and determining whether such withdrawal is for the best interests of the City;

WHEREAS, at the public hearing on August 1, 2011, the City Council heard public testimony on the proposed withdrawal; and

WHEREAS, the City Council has carefully reviewed the staff report, written record and considered the public testimony;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Keizer:

Section 1. The City Council determines that the proposed withdrawal of the Clear Lake Area from Marion County Fire District No. 1 is not for the best interests of the City.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

Section 2. The City Council declines to withdraw the Clear Lake Area from Marion County Fire District No. 1.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

PROPOSING ANNEXATION TO KEIZER FIRE

WHEREAS, the Keizer City Council has determined that it is in the best interests of the City for the Keizer Fire District, a Rural Fire Protection District ("Keizer Fire") to annex the Clear Lake Area for the purpose of Keizer Fire providing fire and emergency services;

WHEREAS, the legal description and map of the Clear Lake Area ("Affected Territory") are attached as Exhibit "A" and by this reference incorporated herein;

WHEREAS, ORS 198.866 and 198.867 describe the process whereby the City may propose the annexation to a special district for purposes of receiving services from such district;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that annexation of the Affected Territory to Keizer Fire is hereby proposed for the purpose of providing fire and emergency services to such Affected Territory effective June 30, 2012.

BE IT FURTHER RESOLVED that the City Council adopts the Findings set forth in Exhibit "B" attached hereto and by this reference incorporated herein.

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BE IT FURTHER RESOLVED that pursuant to ORS 198.866, immediately following its adoption, this Resolution shall be certified to the Keizer Board for approval.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

Description for Expanded Keizer
Fire District Service Area

June 10, 2011

Beginning at the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 of the Book of Town Plats for Marion County, Oregon and located in Section 26, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence North 89° 48' 16" West a distance of 665.39 feet along the Southerly line of said Keizer Prairie Estates to the Southwest corner thereof;

Thence North 00° 21' 16" East a distance of 330.99 feet along the Westerly line of said Keizer Prairie Estates to the Northwest corner of Lot 38 of said Keizer Prairie Estates, said point also being the Northeast corner of Lot 258 of the Meadows Phase 7 as recorded in Volume 40, Page 68 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 44' 48" West a distance of 651.41 feet along the Northerly line of said The Meadows Phase 7 to the Northwest corner of Lot 250 of said The Meadows Phase 7, said point also being on the Easterly right-of-way line of Meadowglen Street;

Thence continuing North 89° 44' 48" West a distance of 60.00 feet, parallel with the North line of said The Meadows Phase 7, to a point on the Westerly right-of-way line of said Meadowglen Street, said point also being on the Easterly line of Lot 249, of said Meadows Phase 7;

Thence continuing North 89° 44' 48" West a distance of 585.00 feet, parallel with the North line of said The Meadows Phase 7 to a point; said point being the Northeast corner of Lot 228, The Meadows Phase 6 as recorded in Volume 40, Page 51 of the Book of Town Plats for Marion for Marion County, Oregon;

Thence continuing North 89° 44' 48" West a distance of 23.11 feet to a point, said point being the Southeasterly corner of Caterwood Estates as recorded in Volume 40, Page 75 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 18' 54" West a distance of 1,281.63 feet along the Southerly line of said Caterwood Estates to a point, said point being the Southwest corner of said Caterwood Estates and also being on the Easterly right-of-way line of Wheatland Road North (Market Road 24);

Thence North 89° 18' 54" West a distance of 34.00 feet to a point, said point being on the centerline of Wheatland Road (Market Road No. 24);

Thence South 00° 13' 00" West a distance of 360.00 feet, more or less, along the centerline of Wheatland Road (Market Road No. 24) to a point, said point being on the Easterly extension of the

Northerly line of that certain tract of land conveyed by deed to Robert F. and Barbara J. Haskins and recorded in Reel 1329, Page 62 Deed Records for Marion County, Oregon;

Thence North 89° 51' West a distance of 228.00 feet, more or less, along the Northerly line and the Easterly extension thereof, of said Haskins tract to a point, said point being the Northeast corner of Lot 7, Orchard Crest Phase 1 as recorded in Volume 39, Page 82 Book of Town Plats for Marion County, Oregon;

Thence North 89° 46' 42" West a distance of 487.47 feet to a point, said point being the most Northerly Northwest corner of Lot 16 of said Orchard Crest Phase 1;

Thence North 89° 46'42" West a distance of 169.00 feet, more or less, to a point on the East line of the Alvis Smith Donation Land Claim No. 69 in Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, said point also being the Northwest corner of that certain tract of land conveyed by deed to David W. and Joanne M. Dempster and recorded in Reel 2334, Page 367 Deed Records for Marion County, Oregon;

Thence South a distance of 365.20 feet, more or less, along the East line of said Smith DLC No. 69, to a point, said point being the Southeast corner of a certain tract of land described as Parcel 1 and conveyed by deed to Dennis C. and Sandra J. Blackman and recorded in Reel 2899, Page 439 Deed Records for Marion County, Oregon;

Thence West a distance of 120.00 feet, more or less, along the Southerly line of said Parcel 1 to a point, said point being the 170' Elevation line as described and noted in City of Keizer Ordinance No. 91-211, dated October 7, 1991 annexing certain property into the City of Keizer;

Thence Northerly a distance of 480.00 feet, more or less, along said 170' Elevation line to a point on the East line of said Smith DLC No. 69, said point being the Northwest corner of a tract of land conveyed to H.D. and T.L. Roach as described in Volume 471, Page 242 Deed Records for Marion County, Oregon;

Thence continuing North a distance of 150.00 feet, more or less, along the East line of said Smith DLC No. 69 to a point on the high bank line of the Willamette River 100 year flood terrace, said point also being located 1,100.00 feet, more or less, South from the Northeast corner of said Alvis Smith DLC No. 69;

Thence Northerly along said high bank line, a distance of 4,800.00 feet, more or less, to the Northwest corner of a tract of land conveyed to J. and V. Cooper as described in Reel 49, Page 1501, Deed Records for Marion County, Oregon, said point also being located North a distance of 622.50 feet, more or less, from the center of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Easterly a distance of 127.00 feet along the North line of said Cooper tract to a point on the Westerly right-of-way line of Wheatland Road (Market Road 24);

Thence Northeasterly a distance of 114.00 feet, more or less, along said Westerly right-of-way line to the point of intersection of said right-of-way line and the Westerly extension of the North line of Clear Lake Addition as recorded in Volume 17, Page 48, Book of Town Plats for Marion County, Oregon;

Thence Easterly a distance of 72.00 feet, more or less, along said Westerly extension to the Northwest corner of Lot 1, Block 2 of said Clear Lake Addition;

Thence Easterly a distance of 418.30 feet along said North line of said Clear Lake Addition to the Northwest corner of Clear Lake Addition No. 2 as recorded in Volume 18, Page 33 Book of Town Plats for Marion County, Oregon;

Thence continuing Easterly a distance of 300.41 feet along the North line of said Clear Lake Addition No.2 to the Northeast corner thereof;

Thence South 00° 03' East a distance of 565.48 feet, more or less, to the Northwest corner of a tract of land conveyed to L.D. and M.C. Roth as described in Reel 179, Page 514 Deed Records for Marion County, Oregon, said point also being located North 00° 03' West a distance of 145.00 feet from the Southwest corner of said Roth tract being located on the centerline of Clearlake Road (county Road 613);

Thence Easterly a distance of 457.79 feet parallel with said centerline of Clearlake Road to a point located on the East line of a tract of land conveyed to D. and M. Schlag as described in Reel, 234, Page 153, Deed Records for Marion County, Oregon;

Thence South 00° 03' East a distance of 5.00 feet along said East line of said Schlag tract to a point which is located North 00° 03' West a distance of 140.00 feet from said centerline of Clearlake Road;

Thence Easterly a distance of 1,099.32 feet parallel with said centerline of Clearlake Road to the point of intersection of said line and the Northerly extension of the West line of a tract of land conveyed to C.C. and A.J. Johnson as described in Volume 540, Page 672 Deed Records for Marion County, Oregon;

Thence Southerly 20.00 feet along said Northerly extension to the Northwest corner of said Johnson tract;

Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Southerly a distance of 2,760.00 feet along said section line to the section corner of common to Sections 23, 24, 25, and 26, Township 6 South, Range 3 West of said Meridian, County, and State;

Thence continuing Southerly a distance of 706.90 feet, more or less, along the section line common to Sections 25 and 26, Township 6 South, Range 3 West of said Meridian, County, and State to the Easterly right-of-way line of River Road (Market Road 36);

Thence South 37° 46' West a distance of 763.00 feet, more or less, along said Easterly right-of-way line to the point of intersection with the South line of a tract of land conveyed to R.J. Zielinski as described in Reel 79, Page 276 Deed Records for Marion County, Oregon;

Thence Westerly a distance of 180.00 feet, more or less, to a point, said point being the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 Book of Town Plats for Marion County, Oregon, and the Point of Beginning.

EXPANDED KEIZER FIRE DISTRICT
SERVICE AREA
EXHIBIT "A"

Exhibit "B"

Findings in support of the city of Keizer resolution to propose annexation to Keizer Fire District for the purpose of receiving service from Keizer Fire District

The City of Keizer finds that:

1. The purpose of the resolution is to propose annexation to Keizer Fire District. Keizer Fire District makes the ultimate decision of whether to approve the proposal and to adopt a resolution to call an election in the District if one is required.

2. The purpose of the annexation would be to continue, maintain, and enhance fire protection services to all of the City; to lower the tax rate for residents of the Affected Territory; to prevent further loss of substantial tax revenue by Keizer Fire District (Keizer Fire); to continue orderly provision of municipal services; to enhance the ability of Keizer Fire to continue ambulance services to the Affected Territory through the county ASA process; and to potentially improve fire insurance classification ratings in the Affected Territory.

3. Keizer Fire currently serves all properties within the City of Keizer, except the Affected Territory. Prior to the adoption of an ordinance withdrawing the Affected Territory from Marion County Fire District 1 ("Ordinance"), the boundary between Keizer Fire and Marion County Fire District No. 1 divided territory that is entirely within the City of Keizer. The Ordinance declares that the balance of those properties are withdrawn from Marion County Fire District No. 1, and allows for annexation by Keizer Fire after the effective date of the Ordinance.

3. There are several statutes that contain criteria applicable to annexation decisions made by cities. They are in ORS Chapters 195, 196, 197 & 222.

   ORS 195.060 to 195.080 requires first "Coordination Agreements" and then "Urban Service Agreements" between governments that provide an urban service. For purposes of ORS 195 urban services include: sanitary sewers; water; fire protection; parks; open space; recreation; and streets, roads and mass transit.

   Urban service agreements require the parties to determine which entities will be responsible for providing which urban services to which areas.

Compliance with the requirement for coordination agreements and urban service agreements is required no later than the first periodic review that begins after November 4, 1993 or a date set by LCDC.

There are no urban service agreements relating to the Affected Territory.

ORS Chapter 196 concerns matters which are not relevant to this proposal and therefore does not apply here.

4. ORS 197.175 provides that:

   (1) Cities . . . shall exercise their planning and zoning responsibilities, including, but not limited to, a city . . . special district boundary change which shall mean the. . . change of organization of ...any special district....in accordance with ORS chapters 195, 196 and 197 and the goals approved under ORS chapters 195, 196 and 197.

   (2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

      (a) Prepare, adopt, amend and revise comprehensive plans in compliance with goals approved by the commission;

      (b) Enact land use regulations to implement their comprehensive plans;

      (c) If its comprehensive plan and land use regulations have not been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the goals;

The resolution to propose annexation to Keizer Fire District for the purpose of receiving service from Keizer Fire District is for the best interest of the City because it will continue, maintain, and enhance services to all of the City; it will result in a lower tax rate for residents of the Affected Territory; it will prevent further loss of substantial tax revenue by Keizer Fire; it is consistent with the orderly provision of municipal services; it will be consistent with and enhance the ability of Keizer Fire to continue ambulance services to the Affected Territory through the county ASA process; and it may result in an improvement to fire insurance classification ratings in the Affected Territory.

5. Allocation of Assets and Liabilities

<u>Assets:</u> The assets that were transferred to the City of Keizer pursuant to the agreement with Marion Fire for an equitable division of assets of the District pursuant to ORS Chapter 222 will become the property of Keizer Fire if the annexation is effected.

<u>Bonded Indebtedness and Local Option Levy</u>: Pursuant to ORS 222.520(2), the area withdrawn has not been relieved from liabilities and indebtedness previously contracted by the Marion Fire, and for the purposes of paying such liabilities and indebtedness of the district, property in the part annexed shall continue to be subject to assessment and taxation uniformly with the remaining area of Marion County Fire District No. 1.

<u>Permanent Rate & Keizer Fire Local Option Levy:</u> The Affected Territory, when annexed by Keizer Fire, will be subject to the permanent rate limit established and any local option taxes imposed by Keizer Fire.

6. The Affected Territory lies entirely within the City of Keizer.

Based on the above Findings, the City Council determined:

1. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 195. ORS Chapter 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. The City does not have an urban service agreement with Keizer Fire or Marion County Fire District No. 1 that identifies the subject territory to be within the service area of the District. Therefore the Council finds this withdrawal to be in accord with ORS Chapter 195.

2. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 196. As noted above in Finding No. 3, the City concludes that ORS Chapter 196 is not applicable here.

3. ORS 197.175 requires the City's decision to be made in accord with ORS Chapter 197 and the LCDC Goals. City conclusions and reasons for decision are as follows:

Goal # 1 – Citizen Involvement. This goal requires a city to develop a citizen involvement program that insures that citizens have the opportunity to be involved in the planning process. Section III(F)(1)(2) of the Keizer Comprehensive Plan set forth general goals that: 1) provide for widespread citizen involvement; 2) assure effective two-way communication with citizens; 3) provide the opportunity for citizens to be involved in all stages of the planning process; 4) assure that technical information is available in an understandable form; 5) assure that citizens will receive a response from policymakers; and 6) insure funding for the citizen involvement program. Citizen involvement was accomplished by publishing notice to all property owners once each week for two successive weeks prior to the date of the hearing in the Keizer Times, which is a newspaper of general circulation in the City, and by publishing notice in four public places around the City for the same period, and by holding a public hearing at which any and all participants can state their positions. The public hearing allowed testimony on the issues of withdrawal and future annexation of the Affected Territory, and thus this land use decision is consistent with Goal #1.

Goal # 2 – Land Use Planning. Goal 2 relates to establishment of a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions. The City Comprehensive plan established a goal to assure an adequate factual base for decisions and actions. This decision is based on factual information gathered from residents and government entities related to property tax rates, legal boundary descriptions, response time information, and insurance ratings, and is thus consistent with Goal #2.

Goal # 3 – Agricultural Lands. Preservation of agricultural lands was addressed through establishment of the regional Urban Growth Boundary (UGB) (See Keizer Comprehensive Plan Section IV(G)). The area that is subject to this withdrawal is within the UGB, and thus this land use decision is consistent with Goal #3.

Goal # 4 – Forest Lands. Preservation of forest lands was addressed through establishment of the regional Urban Growth Boundary (UGB) (See Keizer Comprehensive Plan Section IV(G)).

The area that is subject to this withdrawal is within the UGB, and thus this land use decision is consistent with Goal #4.

Goal # 5 – Natural Resources, Scenic and Historic Areas, and Open Spaces. Protection of natural resources and conservation of scenic and historic areas and open spaces has been addressed with the City's comprehensive plan and zoning (See Keizer Comprehensive Plan Section III(A)(2)(c)). The withdrawal is consistent with the stated policies in the City's acknowledged comprehensive plan because it does not affect any of the areas noted in the plan. Thus, this land use decision is consistent with Goal #5.

Goal # 6 – Air, Water and Land Resources Quality. This goal is being complied with through the general goals in the City's acknowledged plan (See Keizer Comprehensive Plan Section III(A)(2)(a)(3)), whereby the City adopted a general goal of maintaining and improving the quality of air, water, and land resources. The withdrawal maintains and improves the quality of air because it results in lower emissions with reduced vehicle travel time when responding to the Affected Territory with emergency vehicles that are already servicing the area. It has no impact on water and land resources. Thus, this land use decision is consistent with Goal #6.

Goal # 7 – Areas Subject to Natural Hazards. This Goal is currently being applied through the comprehensive plan (see Keizer Comprehensive Plan Section III(A)(2)(a)(4)). The Proposal for Annexation will be consistent with this goal of protecting life and property from natural disasters and hazards because it will improve emergency response times to residents of the affected territory. Thus, this land use decision is consistent with Goal #7.

Goal # 8 – Recreational Needs. This Goal is currently being applied through the comprehensive plan (See Keizer Comprehensive Plan Section III(E)(8)). The proposal for annexation will not affect this goal, as the provision of emergency services is unrelated to recreational needs. Thus, this land use decision is consistent with Goal #8.

Goal # 9 – Economic Development. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(C)(2)(a)(2), which sets forth a goal of encouraging the location of residential development where full urban services are available.) Annexation is consistent with this goal because it improves urban services to the affected area. Thus, this land use decision is consistent with Goal #9.

Goal # 10 – Housing. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(C)(2)(a)(3), which sets forth a goal of providing housing opportunities for all types of housing needs.) Annexation will not affect this goal. Thus, this land use decision is consistent with Goal #10.

Goal # 11 – Public Facilities and Services. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(E)(2)(11), which sets forth a goal of ensuring that public facility and service planning and implementation are consistent with the Urban Growth and Growth Management policies of the plan.) Annexation will ensure that the area that is already incorporated in the urban growth boundary is served consistently with the remaining territory in the City. Thus, this land use decision is consistent with Goal #11.

Goal # 12 – Transportation. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(E)(4), which sets forth a goal of providing for the safe and efficient movement of people and goods throughout the metropolitan area.) Annexation is consistent with this goal because it allows for improved response times to the affected area, which may reduce the need for a district responding from another location to speed through the City when responding to a call. Thus, this land use decision is consistent with Goal #12.
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Goal # 13 – Energy Conservation. This Goal is currently being applied through the comprehensive plan. (See Keizer Comprehensive Plan Section III(A)(2)(a)(5), which sets forth a general goal of encouraging energy conservation). Annexation will be consistent with this goal, as it reduces the fuel consumption by responding from a territory that is in close proximity to the area. Thus, this land use decision is consistent with Goal #13.

Goal # 14 – Urbanization. This Goal is currently being applied through the comprehensive plan (See Keizer Comprehensive Plan Section II(C)(3)). Annexation will not affect this Goal #14.

Goal # 15 – Willamette River, Goal # 16 Estuarine Resources, Goal # 17 Coastal Shorelands, Goal # 18 Beaches and Dunes, and Goal # 19 Ocean Resources. These Goals do not apply in this area.

Based on the above the City finds the proposed annexation to Keizer Fire District to be in accordance with the Goals.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENT RELATING TO FIRE AND EMERGENCY SERVICES WITHIN THE CITY OF KEIZER

WHEREAS, Keizer Fire has provided fire and emergency services to the territory described in Exhibit “A” (the “Affected Territory”) through automatic and mutual aid agreements, and has provided ambulance service through an intergovernmental agreement;

WHEREAS, the parties have completed a comprehensive analysis demonstrating the operational and fiscal advantages of providing such services to the Affected Territory for the purposes of providing fire and emergency services by Keizer Fire;

WHEREAS, the City is considering whether withdrawing the Affected Territory from Marion County Fire District No. 1 (hereafter “Marion Fire”) under the provisions of ORS 222.520 and ORS 222.524 is in its best interests, and whether the City should seek such services from Keizer Fire;

WHEREAS, the City is considering adopting a resolution to propose annexation of the Affected Territory by Keizer Fire under the provisions of ORS 198.866 for the purpose of receiving service from Keizer Fire; and

WHEREAS, Keizer Fire is considering approving the City’s annexation proposal under the provisions of ORS 198.866;

WHEREAS, the City of Keizer desires to ensure continuity of service upon withdrawal of the Affected Territory from Marion Fire;

WHEREAS, the City of Keizer and Keizer Fire desire to provide clarity as to their agreement with regard to the process and the costs associated with the withdrawal and subsequent annexation.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to sign the attached Intergovernmental Agreement, attached as Exhibit "B" hereto and by this reference incorporated herein, relating to Fire and Emergency Services within the City of Keizer.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

Description for Expanded Keizer
Fire District Service Area

June 10, 2011

Beginning at the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 of the Book of Town Plats for Marion County, Oregon and located in Section 26, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence North 89° 48' 16" West a distance of 665.39 feet along the Southerly line of said Keizer Prairie Estates to the Southwest corner thereof;

Thence North 00° 21' 16" East a distance of 330.99 feet along the Westerly line of said Keizer Prairie Estates to the Northwest corner of Lot 38 of said Keizer Prairie Estates, said point also being the Northeast corner of Lot 258 of the Meadows Phase 7 as recorded in Volume 40, Page 68 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 44' 48" West a distance of 651.41 feet along the Northerly line of said The Meadows Phase 7 to the Northwest corner of Lot 250 of said The Meadows Phase 7, said point also being on the Easterly right-of-way line of Meadowglen Street;

Thence continuing North 89° 44' 48" West a distance of 60.00 feet, parallel with the North line of said The Meadows Phase 7, to a point on the Westerly right-of-way line of said Meadowglen Street, said point also being on the Easterly line of Lot 249, of said Meadows Phase 7;

Thence continuing North 89° 44' 48" West a distance of 585.00 feet, parallel with the North line of said The Meadows Phase 7 to a point; said point being the Northeast corner of Lot 228, The Meadows Phase 6 as recorded in Volume 40, Page 51 of the Book of Town Plats for Marion for Marion County, Oregon;

Thence continuing North 89° 44' 48" West a distance of 23.11 feet to a point, said point being the Southeasterly corner of Caterwood Estates as recorded in Volume 40, Page 75 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 18' 54" West a distance of 1,281.63 feet along the Southerly line of said Caterwood Estates to a point, said point being the Southwest corner of said Caterwood Estates and also being on the Easterly right-of-way line of Wheatland Road North (Market Road 24);

Thence North 89° 18' 54" West a distance of 34.00 feet to a point, said point being on the centerline of Wheatland Road (Market Road No. 24);

Thence South 00° 13' 00" West a distance of 360.00 feet, more or less, along the centerline of Wheatland Road (Market Road No. 24) to a point, said point being on the Easterly extension of the

Northerly line of that certain tract of land conveyed by deed to Robert F. and Barbara J. Haskins and recorded in Reel 1329, Page 62 Deed Records for Marion County, Oregon;

Thence North 89° 51' West a distance of 228.00 feet, more or less, along the Northerly line and the Easterly extension thereof, of said Haskins tract to a point, said point being the Northeast corner of Lot 7, Orchard Crest Phase 1 as recorded in Volume 39, Page 82 Book of Town Plats for Marion County, Oregon;

Thence North 89° 46' 42" West a distance of 487.47 feet to a point, said point being the most Northerly Northwest corner of Lot 16 of said Orchard Crest Phase 1;

Thence North 89° 46'42" West a distance of 169.00 feet, more or less, to a point on the East line of the Alvis Smith Donation Land Claim No. 69 in Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, said point also being the Northwest corner of that certain tract of land conveyed by deed to David W. and Joanne M. Dempster and recorded in Reel 2334, Page 367 Deed Records for Marion County, Oregon;

Thence South a distance of 365.20 feet, more or less, along the East line of said Smith DLC No. 69, to a point, said point being the Southeast corner of a certain tract of land described as Parcel 1 and conveyed by deed to Dennis C. and Sandra J. Blackman and recorded in Reel 2899, Page 439 Deed Records for Marion County, Oregon;

Thence West a distance of 120.00 feet, more or less, along the Southerly line of said Parcel 1 to a point, said point being the 170' Elevation line as described and noted in City of Keizer Ordinance No. 91-211, dated October 7, 1991 annexing certain property into the City of Keizer;

Thence Northerly a distance of 480.00 feet, more or less, along said 170' Elevation line to a point on the East line of said Smith DLC No. 69, said point being the Northwest corner of a tract of land conveyed to H.D. and T.L. Roach as described in Volume 471, Page 242 Deed Records for Marion County, Oregon;

Thence continuing North a distance of 150.00 feet, more or less, along the East line of said Smith DLC No. 69 to a point on the high bank line of the Willamette River 100 year flood terrace, said point also being located 1,100.00 feet, more or less, South from the Northeast corner of said Alvis Smith DLC No. 69;

Thence Northerly along said high bank line, a distance of 4,800.00 feet, more or less, to the Northwest corner of a tract of land conveyed to J. and V. Cooper as described in Reel 49, Page 1501, Deed Records for Marion County, Oregon, said point also being located North a distance of 622.50 feet, more or less, from the center of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Easterly a distance of 127.00 feet along the North line of said Cooper tract to a point on the Westerly right-of-way line of Wheatland Road (Market Road 24);

Thence Northeasterly a distance of 114.00 feet, more or less, along said Westerly right-of-way line to the point of intersection of said right-of-way line and the Westerly extension of the North line of Clear Lake Addition as recorded in Volume 17, Page 48, Book of Town Plats for Marion County, Oregon;

Thence Easterly a distance of 72.00 feet, more or less, along said Westerly extension to the Northwest corner of Lot 1, Block 2 of said Clear Lake Addition;

Thence Easterly a distance of 418.30 feet along said North line of said Clear Lake Addition to the Northwest corner of Clear Lake Addition No. 2 as recorded in Volume 18, Page 33 Book of Town Plats for Marion County, Oregon;

Thence continuing Easterly a distance of 300.41 feet along the North line of said Clear Lake Addition No.2 to the Northeast corner thereof;

Thence South 00° 03' East a distance of 565.48 feet, more or less, to the Northwest corner of a tract of land conveyed to L.D. and M.C. Roth as described in Reel 179, Page 514 Deed Records for Marion County, Oregon, said point also being located North 00° 03' West a distance of 145.00 feet from the Southwest corner of said Roth tract being located on the centerline of Clearlake Road (county Road 613);

Thence Easterly a distance of 457.79 feet parallel with said centerline of Clearlake Road to a point located on the East line of a tract of land conveyed to D. and M. Schlag as described in Reel, 234, Page 153, Deed Records for Marion County, Oregon;

Thence South 00° 03' East a distance of 5.00 feet along said East line of said Schlag tract to a point which is located North 00° 03' West a distance of 140.00 feet from said centerline of Clearlake Road;

Thence Easterly a distance of 1,099.32 feet parallel with said centerline of Clearlake Road to the point of intersection of said line and the Northerly extension of the West line of a tract of land conveyed to C.C. and A.J. Johnson as described in Volume 540, Page 672 Deed Records for Marion County, Oregon;

Thence Southerly 20.00 feet along said Northerly extension to the Northwest corner of said Johnson tract;

Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Southerly a distance of 2,760.00 feet along said section line to the section corner of common to Sections 23, 24, 25, and 26, Township 6 South, Range 3 West of said Meridian, County, and State;

Thence continuing Southerly a distance of 706.90 feet, more or less, along the section line common to Sections 25 and 26, Township 6 South, Range 3 West of said Meridian, County, and State to the Easterly right-of-way line of River Road (Market Road 36);

Thence South 37° 46' West a distance of 763.00 feet, more or less, along said Easterly right-of-way line to the point of intersection with the South line of a tract of land conveyed to R.J. Zielinski as described in Reel 79, Page 276 Deed Records for Marion County, Oregon;

Thence Westerly a distance of 180.00 feet, more or less, to a point, said point being the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 Book of Town Plats for Marion County, Oregon, and the Point of Beginning.

EXPANDED KEIZER FIRE DISTRICT
SERVICE AREA
EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT

RELATING TO

FIRE AND EMERGENCY SERVICES WITHIN THE CITY OF KEIZER

THIS AGREEMENT is made and entered into by and among the City of Keizer, an Oregon municipal corporation (hereafter "City"), and Keizer Fire District, a Rural Fire Protection District (hereafter "Keizer Fire").

WHEREAS, Keizer Fire has provided fire and emergency services to the territory described in Exhibit A (the "Affected Territory") through automatic and mutual aid agreements, and has provided ambulance service through an intergovernmental agreement; and

WHEREAS, the parties have completed a comprehensive analysis demonstrating the operational and fiscal advantages of providing such services to the Affected Territory for the purposes of providing fire and emergency services by Keizer Fire; and

WHEREAS, the City is considering whether withdrawing the Affected Territory from Marion County Fire District 1 (hereafter "Marion Fire") under the provisions of ORS 222.520 and ORS 222.524 is in its best interests, and whether the City should seek such services from Keizer Fire; and

WHEREAS, the City is considering adopting a resolution to propose annexation of the Affected Territory by Keizer Fire under the provisions of ORS 198.866 for the purpose of receiving service from Keizer Fire; and

WHEREAS, Keizer Fire is considering approving the City's annexation proposal under the provisions of ORS 198.866; and

NOW, THEREFORE, under the contractual authority of ORS Chapter 190 and consistent with the requirements of Oregon statutes, it is agreed between the parties:

<u>Affected Territory</u>

The Affected Territory includes all parcels as identified as Exhibit A.

<u>Withdrawal by City</u>

In the event the City withdraws the Affected Territory from Marion Fire pursuant to ORS 222.520, Keizer Fire agrees that it will approve the annexation of the Affected Territory to Keizer Fire, provided the terms of annexation are consistent with this Agreement.

Debt Distribution Plan

The parties agree that, upon annexation of the Affected Territory by Keizer Fire, Keizer Fire shall assume the obligations of the City for any debts and liabilities assumed by the City under ORS 222.520 arising from the withdrawal of the Affected Territory. Pursuant to ORS 198.860, as amended, the property in Clearlake shall remain subject to the outstanding indebtedness of Marion Fire in the amount of $.3560/thousand of assessed value. Upon annexation, the Affected Territory shall become subject to the permanent rate established for Keizer Fire and the local option levy for Keizer Fire, which are in the amounts of $1.3526 and $0.3500, respectively. The Affected Territory shall not be subjected to the permanent rate or local option levy of Marion Fire, which are $1.9045 and $0.16, respectively.

Equitable Distribution of Assets

Keizer Fire agrees that it shall negotiate the equitable distribution of assets on behalf of the City, and the City hereby agrees to convey the assets to Keizer Fire upon annexation. Keizer Fire further agrees that it will pay, indemnify and hold the City harmless from any award on behalf of Marion Fire, and the costs of negotiation, arbitration or appeal, including attorney fees.

Election and Election Costs

Under ORS 198.866, Keizer Fire will set the date for an election within the City on the question of withdrawal and annexation of the Affected Territory, and the proposed debt distribution plan. Keizer Fire agrees that it will pay, indemnify and hold the City harmless from the costs of the election and any other elections in connection with the withdrawal/annexation process. The parties agree that they prefer for the election to be held during the November 2011 general election.

Timing and Process/Indemnity

The City agrees to designate an effective date for withdrawal of the Affected Territory on June 29, 2012, and to designate the date for annexation to Keizer Fire to be June 30, 2012. The intent is that the party that collects the permanent rate taxes and local option levies will provide services, so that neither Marion Fire or Keizer Fire are providing services while not receiving operating funds. Keizer Fire's agreement to pay, indemnify and hold the City harmless from costs in this Agreement is contingent upon the City consulting with Keizer Fire's legal counsel and Keizer Fire's agreement on legal process, i.e. the City will not engage in a process that is opposed by Keizer Fire.

Additional Hold Harmless/Indemnity

It is the intent of the parties that the provisions to defend, hold harmless and indemnify the City be interpreted broadly. In addition to the specific provisions noted above, should City directly or indirectly be subject to any claim in connection with or arising out of in any way this withdrawal and annexation process, including without limitation liability for operating expenses or indebtedness, Keizer Fire agrees to defend, hold harmless and indemnify the City from and for any and all costs associated therewith.

Appeal

Should any appeal or legal action be initiated in opposition to the withdrawal, annexation, election, or equitable distribution of assets, Keizer Fire agrees that it shall intervene, and the City will agree to such intervention, and Keizer Fire will pay, indemnify and hold the City harmless from the costs of appeal, including attorney fees.

Default:

If either the City or District has cause to believe that the other is in default of any of the terms and conditions of this Agreement, the non-defaulting party shall request a joint meeting of the City Council and District Board of Directors. If satisfaction is not reached through the efforts of the governing boards within 60 days, the party believing the other to be in default shall give the party alleged to be in default notice of the default in writing and allow not less than 30 days in which the default may be cured; and, if not so cured, the complaining party may declare this Agreement to be terminated effective 30 days after the expiration of the period for curing the default, or upon ruling by an arbitrator as set forth below, whichever is later. Provided, however, that Keizer Fire's obligations to pay costs and indemnify and hold the City harmless shall survive termination.

In the event the party declared to be in default believes the declaration to be unjustified, the parties agree to resolve such dispute using intergovernmental arbitration procedures set forth in ORS 190.710 through 190.800; provided, however, that the parties shall use the Arbitration Service of Portland or other local arbitration service as they may agree.

Waiver

The failure of either party to enforce any provision under this Agreement shall not constitute a waiver by it or any other provision.

Compliance with All Laws

The parties will comply with all applicable laws in the performance of their obligations under this contract.

Entire Agreement; Amendments; Severability:

This instrument contains the entire agreement of the parties on the subjects enumerated herein. An addition or modification of the provisions of this agreement shall not be effective unless it is in writing and acknowledged by the authorizing signature of each party.

If any provision of the agreement is rendered impractical, unenforceable, or illegal as a result of legislative action (including initiative), the balance of the agreement remains in force.

Notices:

All notices required or allowed of one party to the other shall be deemed given when sent to the parties at the following addresses, or to the individual then holding the position of City Manager or Fire Chief if the following individuals are no longer in those positions:

For City:	For District:
Chris Eppley	Chief Jeff Cowan
City Manager	Fire Chief/Administrator
City of Keizer	Keizer Fire District
930 Chemawa Rd NE	661 Chemawa Rd NE
Keizer OR 97303	Keizer OR 97303

Authority to Enter Into Agreement

Each signatory, by affixing his or her signature hereto, personally certifies that he or she is authorized to do so by the Charter, Ordinances, and/or governing body of his or her respective governmental entity for which he or she is executing this Agreement, and that his or her signature shall cause this Agreement to be binding upon such party.

IN WITNESS WHEREOF, this agreement has been approved by the respective governing authority of each party as of the date set forth below, and is effective on the date of the party approving last.

Keizer Fire District : Resolution and Date of Approval:

By: ______________________ ___________________________

Joe Van Meter, President

City of Keizer: Resolution and Date of Approval:

By: ______________________ ___________________________

Lore Christopher, Mayor

Description for Expanded Keizer
Fire District Service Area

June 10, 2011

Beginning at the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 of the Book of Town Plats for Marion County, Oregon and located in Section 26, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence North 89° 48′ 16″ West a distance of 665.39 feet along the Southerly line of said Keizer Prairie Estates to the Southwest corner thereof;

Thence North 00° 21′ 16″ East a distance of 330.99 feet along the Westerly line of said Keizer Prairie Estates to the Northwest corner of Lot 38 of said Keizer Prairie Estates, said point also being the Northeast corner of Lot 258 of the Meadows Phase 7 as recorded in Volume 40, Page 68 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 44′ 48″ West a distance of 651.41 feet along the Northerly line of said The Meadows Phase 7 to the Northwest corner of Lot 250 of said The Meadows Phase 7, said point also being on the Easterly right-of-way line of Meadowglen Street;

Thence continuing North 89° 44′ 48″ West a distance of 60.00 feet, parallel with the North line of said The Meadows Phase 7, to a point on the Westerly right-of-way line of said Meadowglen Street, said point also being on the Easterly line of Lot 249, of said Meadows Phase 7;

Thence continuing North 89° 44′ 48″ West a distance of 585.00 feet, parallel with the North line of said The Meadows Phase 7 to a point; said point being the Northeast corner of Lot 228, The Meadows Phase 6 as recorded in Volume 40, Page 51 of the Book of Town Plats for Marion for Marion County, Oregon;

Thence continuing North 89° 44′ 48″ West a distance of 23.11 feet to a point, said point being the Southeasterly corner of Caterwood Estates as recorded in Volume 40, Page 75 of the Book of Town Plats for Marion County, Oregon;

Thence North 89° 18′ 54″ West a distance of 1,281.63 feet along the Southerly line of said Caterwood Estates to a point, said point being the Southwest corner of said Caterwood Estates and also being on the Easterly right-of-way line of Wheatland Road North (Market Road 24);

Thence North 89° 18′ 54″ West a distance of 34.00 feet to a point, said point being on the centerline of Wheatland Road (Market Road No. 24);

Thence South 00° 13′ 00″ West a distance of 360.00 feet, more or less, along the centerline of Wheatland Road (Market Road No. 24) to a point, said point being on the Easterly extension of the

Northerly line of that certain tract of land conveyed by deed to Robert F. and Barbara J. Haskins and recorded in Reel 1329, Page 62 Deed Records for Marion County, Oregon;

Thence North 89° 51' West a distance of 228.00 feet, more or less, along the Northerly line and the Easterly extension thereof, of said Haskins tract to a point, said point being the Northeast corner of Lot 7, Orchard Crest Phase 1 as recorded in Volume 39, Page 82 Book of Town Plats for Marion County, Oregon;

Thence North 89° 46' 42" West a distance of 487.47 feet to a point, said point being the most Northerly Northwest corner of Lot 16 of said Orchard Crest Phase 1;

Thence North 89° 46'42" West a distance of 169.00 feet, more or less, to a point on the East line of the Alvis Smith Donation Land Claim No. 69 in Section 26, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, said point also being the Northwest corner of that certain tract of land conveyed by deed to David W. and Joanne M. Dempster and recorded in Reel 2334, Page 367 Deed Records for Marion County, Oregon;

Thence South a distance of 365.20 feet, more or less, along the East line of said Smith DLC No. 69, to a point, said point being the Southeast corner of a certain tract of land described as Parcel 1 and conveyed by deed to Dennis C. and Sandra J. Blackman and recorded in Reel 2899, Page 439 Deed Records for Marion County, Oregon;

Thence West a distance of 120.00 feet, more or less, along the Southerly line of said Parcel 1 to a point, said point being the 170' Elevation line as described and noted in City of Keizer Ordinance No. 91-211, dated October 7, 1991 annexing certain property into the City of Keizer;

Thence Northerly a distance of 480.00 feet, more or less, along said 170' Elevation line to a point on the East line of said Smith DLC No. 69, said point being the Northwest corner of a tract of land conveyed to H.D. and T.L. Roach as described in Volume 471, Page 242 Deed Records for Marion County, Oregon;

Thence continuing North a distance of 150.00 feet, more or less, along the East line of said Smith DLC No. 69 to a point on the high bank line of the Willamette River 100 year flood terrace, said point also being located 1,100.00 feet, more or less, South from the Northeast corner of said Alvis Smith DLC No. 69;

Thence Northerly along said high bank line, a distance of 4,800.00 feet, more or less, to the Northwest corner of a tract of land conveyed to J. and V. Cooper as described in Reel 49, Page 1501, Deed Records for Marion County, Oregon, said point also being located North a distance of 622.50 feet, more or less, from the center of Section 23, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Easterly a distance of 127.00 feet along the North line of said Cooper tract to a point on the Westerly right-of-way line of Wheatland Road (Market Road 24);

Thence Northeasterly a distance of 114.00 feet, more or less, along said Westerly right-of-way line to the point of intersection of said right-of-way line and the Westerly extension of the North line of Clear Lake Addition as recorded in Volume 17, Page 48, Book of Town Plats for Marion County, Oregon;

Thence Easterly a distance of 72.00 feet, more or less, along said Westerly extension to the Northwest corner of Lot 1, Block 2 of said Clear Lake Addition;

Thence Easterly a distance of 418.30 feet along said North line of said Clear Lake Addition to the Northwest corner of Clear Lake Addition No. 2 as recorded in Volume 18, Page 33 Book of Town Plats for Marion County, Oregon;

Thence continuing Easterly a distance of 300.41 feet along the North line of said Clear Lake Addition No.2 to the Northeast corner thereof;

Thence South 00° 03' East a distance of 565.48 feet, more or less, to the Northwest corner of a tract of land conveyed to L.D. and M.C. Roth as described in Reel 179, Page 514 Deed Records for Marion County, Oregon, said point also being located North 00° 03' West a distance of 145.00 feet from the Southwest corner of said Roth tract being located on the centerline of Clearlake Road (county Road 613);

Thence Easterly a distance of 457.79 feet parallel with said centerline of Clearlake Road to a point located on the East line of a tract of land conveyed to D. and M. Schlag as described in Reel, 234, Page 153, Deed Records for Marion County, Oregon;

Thence South 00° 03' East a distance of 5.00 feet along said East line of said Schlag tract to a point which is located North 00° 03' West a distance of 140.00 feet from said centerline of Clearlake Road;

Thence Easterly a distance of 1,099.32 feet parallel with said centerline of Clearlake Road to the point of intersection of said line and the Northerly extension of the West line of a tract of land conveyed to C.C. and A.J. Johnson as described in Volume 540, Page 672 Deed Records for Marion County, Oregon;

Thence Southerly 20.00 feet along said Northerly extension to the Northwest corner of said Johnson tract;

Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

Thence Southerly a distance of 2,760.00 feet along said section line to the section corner of common to Sections 23, 24, 25, and 26, Township 6 South, Range 3 West of said Meridian, County, and State;

Thence continuing Southerly a distance of 706.90 feet, more or less, along the section line common to Sections 25 and 26, Township 6 South, Range 3 West of said Meridian, County, and State to the Easterly right-of-way line of River Road (Market Road 36);

Thence South 37° 46' West a distance of 763.00 feet, more or less, along said Easterly right-of-way line to the point of intersection with the South line of a tract of land conveyed to R.J. Zielinski as described in Reel 79, Page 276 Deed Records for Marion County, Oregon;

Thence Westerly a distance of 180.00 feet, more or less, to a point, said point being the Southeast corner of Keizer Prairie Estates as recorded in Volume 40, Page 77 Book of Town Plats for Marion County, Oregon, and the Point of Beginning.

CITY COUNCIL MEETING: September 19, 2011

AGENDA ITEM NUMBER:___________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **REQUESTED PARTIAL REFUND OF PARK SDCs (EMERALD POINTE RETIREMENT CENTER)**

Emerald Pointe Retirement Center is requesting a partial refund of its Parks System Development Charges (SDCs). I have attached the staff report and documents from the February 4, 2008 City Council meeting, but will summarize the matter for your convenience below.

When Emerald Pointe was constructed in approximately 2006-2007, there was a difference of opinion of whether City staff had informed the manager (Jeff Hawkins) about the obligation to pay Park SDCs. Mr. Hawkins claimed that he was told about other SDCs, but not the Parks SDCs. He had arranged financing without including that cost.

Ultimately, Mr. Hawkins paid the Parks SDCs under protest. His objection was to the amount of the SDCs. Mr. Hawkins felt there should be a category for Senior Housing units, since there are only 1-2 residents per unit and they do not use the parks frequently. At the time, there was only a single family/duplex rate and a multi-family rate.

Mr. Hawkins paid the multi-family rate under protest ($800 per unit x 144 units = $115,200). His attorney and I agreed that staff would recommend to the City Council that it consider an amendment of the Park SDCs Ordinance and that if the Council chose to do so and adopted a new Senior Housing rate, then staff would recommend that the difference be refunded to Emerald Pointe. Here are the two excerpts from the letter from Wally Lien, attorney for Emerald Pointe and my letter:

> If the City Council does ultimately adopt such a new category, and applies a lesser rate to that category, we would then seek reimbursement for the difference between what is being paid at this time, and what the charge would be under the new rate.

Wally Lien letter – November 21, 2007

> If the Council chooses to do so, staff is recommending that if a change is adopted and the Parks SDCs are reduced for a new category that includes your client's development, that the difference be refunded to your client.

Shannon Johnson letter – December 5, 2007

The Council ultimately decided to do a full review of the Parks SDCs and as part of that review substantially increased all of the SDCs. Here are the rates that were adopted:

Single Family/Duplex:	$1,630
Multi-Family:	$1,591
Senior Housing:	$ 705

However, the single family/duplex and multi-family rates were not fully implemented due to the concern by the Council of the downturn in the economy. The initial rates beginning April 1, 2010 were $1,274 for single family/duplex and $946 for multi-family.

Mr. Hawkins submitted a letter dated July 22, 2011 requesting a refund of the difference between what he paid ($115,200) and what he believes the Senior Housing rate <u>would have been</u> had it existed at the time he developed the property. In other words, he is requesting a refund of 55.68% of what he paid based on a concept that the new Senior Housing rate of $705 is 55.68% less than the full multi-family rate of $1,591, notwithstanding that the rate was implemented beginning at $946.

The other way to look at the matter and, what I had anticipated, was that Emerald Pointe would be refunded simply the difference between what it paid ($800 per unit) and the new Senior Housing rate ($705 per unit).

Here are the different net numbers depending on the method of determining the refund:

1. <u>Mr. Hawkins' proposal:</u> $64,143.36 refund

2. <u>Difference comparing percentages between new Senior Housing rate and April 10, 2010 multi-family rate:</u> $29,376.00 refund

3. <u>Difference between Emerald Pointe amount paid ($800 per unit) and new Senior Housing rate ($705 per unit):</u> $13,680.00 refund

RECOMMENDATION:

Review the matter and make a determination as to what the appropriate refund, if any is to Emerald Pointe.

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

ESJ/tmh

CITY COUNCIL MEETING: February 4, 2008

AGENDA ITEM NUMBER:_______________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ***REQUEST BY EMERALD POINTE LLC FOR AMENDMENT OF PARKS SYSTEM DEVELOPMENT CHARGE ORDINANCE***

The current Parks System Development Charge is divided into two categories. The first category is for single family dwellings, duplexes, condominiums, developed manufactured home parks spaces and manufactured homes placed on individual lots. The current fee for this category is $1,160.00 per dwelling unit.

The second category is for multi-family dwellings consisting of three or more dwelling units in a single building. The current Parks SDC for this category is $820.00.

Emerald Pointe LLC is constructing the Emerald Pointe assisted living complex on River Road adjacent to the Country Glen Subdivision. Jeff Hawkins of Emerald Pointe LLC has been in communication with City staff for some time objecting to the amount of the Parks System Development Charge for this development because he does not consider it a normal multi-family dwelling complex. Some of Mr. Hawkins' arguments are set forth in the e-mail series that we have attached to this staff report.

Wally Lien, attorney for Emerald Pointe LLC, has requested time on the Council agenda to put forth his reasons for considering a legislative amendment to the Parks System Development Charge Ordinance. Mr. Lien submitted a memorandum entitled "Request to Initiate Amendment to Parks SDC Program" and a copy of that documents is attached.

System Development Charges are usually collected at time of subdivision plat or water meter set. In this case, the City required them to be collected at time of water meter set which caused concern for Emerald Pointe LLC as the Parks SDCs exceeded $115,000.00. Ultimately, Emerald Pointe LLC paid such amount under protest. I have included a series of letters from Wally Lien and our office with regard to this particular issue. I have also included copies of the Parks SDC Ordinance and the two Resolutions regarding SDC methodology and fee. (By the way, because of the timing of the Emerald Pointe development, the applicable fee was $800.00 per dwelling unit.)

RECOMMENDATION:

Staff recommends receiving information from Mr. Hawkins and his attorney. Below are some options for the Council following such presentation:

1. Direct staff to initiate a legislative amendment for reviewing the classifications of residential units. Such process may result in an amendment creating an additional classification for senior/assisted living and a different SDC rate.
2. Initiate a legislative amendment creating a process for a case-by-case appeal of a particular SDC charge. This process is allowed in the Transportation SDC ordinance and was recently used by Willamette Valley Bank. There is not a similar process in the Parks SDC Ordinance.
3. Move to decline taking any action to initiate any changes in the Parks SDC Ordinance.

Choosing either Option 1 or 2 would not be a final determination of the specific Emerald Pointe issue. Rather, it would give Emerald Pointe a starting place to make a more comprehensive argument on the matter.

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

ESJ/tmh
Attachments: Email
Parks System Development Charge Ordinance
Resolution Establishing Methodology
Resolution Establishing Fee
Letter from Wallace Lien dated November 21, 2007
Letter to Wallace W. Lien dated December 5, 2007
Letter from Wallace W. Lien dated December 6, 2007
Submittal from Wallace W. Lien

Tammie Harms

From: Shannon Johnson [shannon@keizerlaw.com]

Sent: Wednesday, January 30, 2008 9:59 AM

To: 'Eppley, Christopher'

Cc: 'Tammie Harms'

Subject: FW: Emerald Pointe - parks SDC

Fyi.

E. Shannon Johnson
Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, OR 97303
503-390-1635
503-390-6557 (facsimile)
Shannon@Keizerlaw.com

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Tuesday, July 31, 2007 9:52 AM
To: 'Eppley, Christopher'
Cc: 'Shannon Johnson'
Subject: RE: Emerald Pointe - parks SDC

Thanks Chris.

If there is anything I can do to expedite the processing please let me know. My contractor is needing water at the site, or we're looking at having to delay the schedule. Any chance we could do a hydrant tap for a few days while Shannon works on the Bancroft documents?

Jeff

From: Eppley, Christopher [mailto:EppleyC@Keizer.org]
Sent: Monday, July 30, 2007 3:30 PM
To: Jeff Hawkins
Subject: RE: Emerald Pointe - parks SDC

I'll forward this question to Shannon and I'll get back to you as soon as I have an answer.

Christopher C. Eppley
City Manager
City of Keizer, OR
930 Chemawa Road, NE
Keizer, OR 97303
503-390-3700
eppleyc@keizer.org

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Monday, July 30, 2007 3:27 PM

To: Eppley, Christopher
Subject: RE: Emerald Pointe - parks SDC

Chris,

Susan said that process had to start with Shannon, so how do we get it going?

Thanks.

Jeff

From: Eppley, Christopher [mailto:EppleyC@Keizer.org]
Sent: Monday, July 30, 2007 3:25 PM
To: Jeff Hawkins
Cc: Johnson, Shannon; Gahlsdorf, Susan; Kissler, Rob; Lawyer, Bill; Brown, Nate
Subject: RE: Emerald Pointe - parks SDC

Hi Jeff:

Sorry to do this but I'm pretty uncomfortable with postponing SDC collection that far out. According to our attorney, the C of O is a much more difficult way point for the City to hang its hat on than the water meter. I am comfortable, however, with you Bancrofting the lion's share of the SDC obligation.

Christopher C. Eppley
City Manager
City of Keizer, OR
930 Chemawa Road, NE
Keizer, OR 97303
503-390-3700
eppleyc@keizer.org

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Monday, July 30, 2007 3:16 PM
To: Eppley, Christopher
Subject: RE: Emerald Pointe - parks SDC

Chris,

Thought I'd check to get your thoughts about deferring the parks SDC until the Certificate of Occupancy, which should be plenty of time for us to work through the questions with Council, and may be save Shannon's office some work.

Thanks.

Jeff

From: Gahlsdorf, Susan [mailto:GahlsdorfS@Keizer.org]
Sent: Friday, July 27, 2007 3:25 PM
To: Eppley, Christopher
Cc: Johnson, Shannon; Tammie Harms; jeffh@easystreet.com
Subject: RE: Emerald Pointe - parks SDC

Chris,

I met Jeff Hawkins today (Friday). He proposed another idea to me and asked that I send you this e-mail summarizing our discussion.

Jeff asked if the City would consider tying the SCDs to the Certificate of Occupancy rather than requesting they be paid now. He proposes that if the City Council decides to charge for the SDCs he would be required to pay them (or Bancroft them) before he could bring residents into the facility. The advantage to him is that he would not have to pay, or Bancroft, the SDCs until the City Council rules on this issue. The City would have leverage to enforce payment with the Certificate of Occupancy, however, I don't know if it is sufficient leverage --- that's a "Shannon" question.

Tying the SDCs to the Certificate of Occupancy could save the City Attorney time in preparing the Bancroft agreement should the Council decide not to charge the SDCs. Which ever you decide I do not see either scenario significantly impacting the workload of the Finance Department. We can accept payment now and rebate at a later date. We can easily set up a Bancroft payment schedule as we have done many times. It seems to me that Shannon's office is the one that will be most impacted by this decision.

I'll be back in the office on Thursday around 10 am.

Susan

From: Tammie Harms [mailto:tammie@keizerlaw.com]
Sent: Friday, July 27, 2007 12:03 PM
To: Gahlsdorf, Susan
Cc: Johnson, Shannon
Subject: FW: Emerald Pointe - parks SDC

Susan,

I hope this email helps you understand what Jeff Hawkins is asking of you. Hopefully, Chris can fill in the gaps.

Tammie
Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, OR 97303
503-390-1635
Tammie@Keizerlaw.com

From: Shannon Johnson [mailto:shannon@keizerlaw.com]
Sent: Tuesday, July 24, 2007 3:26 PM
To: tammie@keizerlaw.com
Subject: FW: Emerald Pointe - parks SDC

E. Shannon Johnson
Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, OR 97303
503-390-1635
503-390-6557 (facsimile)
Shannon@Keizerlaw.com

From: Eppley, Christopher [mailto:EppleyC@Keizer.org]
Sent: Tuesday, July 24, 2007 3:23 PM
To: Jeff Hawkins
Cc: City Councilors; Brown, Nate; Kissler, Rob; Johnson, Shannon
Subject: RE: Emerald Pointe - parks SDC

Jeff:

I've talked with a number of folks internal and external to the organization about appropriate methodologies and have come to the conclusion that it really is a purely political issue and will require the City Council to weigh in. I suggest that we set this matter for review by the City Council at their earliest convenient opportunity to discuss adding the category of "senior/assisted living facility" (or something like that) to the Parks SDC methodology list and define an appropriate rate of SDC for that category.

I'd like to work with you between now and then on developing a recommendation that staff can feel comfortable presenting to Council, which may be based on one of the methodologies we've already explored or on some factor(s) as of yet to be identified.

I am also going to uphold staff's determination that you are responsible to pay the full Parks SDC, as has already been calculated and presented to you, up front but with a signed letter of agreement between us identifying that you will be afforded a rebate of any overages you've paid should the City Council decide to create a new methodology for this distinct category that results in a lower SDC obligation for Emerald Pointe. This will allow you to move your project forward without any governmental encumbrances.

I'd also like to remind you that SDCs are eligible to be paid for via a payment plan under the Bancroft Act. This means that we can identify and agree on appropriate terms that amount to semi-annual payments to the City over a period of not less than 10-years and not greater than 20-years. This will have the effect of lowering the initial financial obligation required by you so as to not jeopardize your financing package. There is a fair amount of flexibility in Bancrofting your payments thus allowing you to potentially make a larger initial payment (say 50% to 55% of the full SDC) and then spread the remaining payments out over a 10-year period with the next payment not being due for 6-months. This should give us plenty of time to work through this issue.

As for process, we will work to agree on a methodology that will then go to the Parks Board for their review and recommendation to Council. It will then be scheduled for a public hearing, as is required when you alter a SDC methodology, and be presented to the City Council for their final review and approval. This is by no means a slam dunk but I feel there is a good rational behind your arguments that seniors living in an assisted living facility will likely use the parks infrastructure less than a multi-family or single family unit.

I will copy the City Council on this email string so that they can start developing an understanding of the issue.

Christopher C. Eppley
City Manager
City of Keizer, OR
930 Chemawa Road, NE
Keizer, OR 97303
503-390-3700
eppleyc@keizer.org

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Tuesday, July 24, 2007 2:36 PM
To: Eppley, Christopher
Subject: RE: Emerald Pointe - parks SDC

Hey Chris,

I thought I'd check to see if you'd had a chance to look over the points below.

Thanks.

Jeff

From: Eppley, Christopher [mailto:EppleyC@Keizer.org]
Sent: Friday, July 20, 2007 11:29 AM
To: Jeff Hawkins
Subject: RE: Emerald Pointe - parks SDC

OK Jeff. Let me review your points and I'll get back with you.

Christopher C. Eppley
City Manager
City of Keizer, OR
930 Chemawa Road, NE
Keizer, OR 97303
503-390-3700
eppleyc@keizer.org

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Friday, July 20, 2007 11:13 AM
To: Eppley, Christopher
Subject: RE: Emerald Pointe - parks SDC

Chris,

I agree that the type of use criteria is the appropriate method for comparing Emerald Pointe's impact on the city's parks. However, the City's development code makes more specific distinctions for different types of residential uses. For example, the City's transportation SDC draws clear distinctions between different types of residential uses, with the transportation SDC varying based on those different types of residential use.

I would offer these objective criteria that provide a more accurate assessment of Emerald Pointe's true impact on Keizer's parks.

- In my earlier email I mentioned that the Institute of Traffic Engineers, which provides the trip rate numbers used by the City's Community Development Department to determine the transportation SDC, states that our project will generate 2.02 to 2.15 trips per day per unit. The ITE states that apartments generate 6.63 trips per day per unit. Using this method of comparison, Emerald Pointe's impact on traffic is about 69% less than an apartment development of the same size.

- Another criteria the City has used is looking at how the age of the resident correlates to the need for parking spaces. Section 2.303.06 of the City's development code states that multifamily developments must provide 2 off-street parking spaces per unit. Because the City does not have a use category for our type of project, Nate Brown said to use the parking standards from the City of Salem and Marion County which stipulate that for our use we need 0.5 spaces per unit, or a 75% reduction from the multifamily requirement.

- The Urban Land Institute and the Center for Urban Policy Research at Rutgers University, both highly respected sources for development policy research nationwide, use demographic multipliers to "predict the populations that will result from new housing development", which can then be used to calculate the impact of new developments on city systems. Their data indicates that apartments, which are predominantly two-bedroom and three-bedroom units, average between 2.36 and 3.36 residents per unit (an average of 2.86). Emerald Pointe averages about 1.17 residents per unit; about 59% less than an apartment development. Also, please again consider your observation that the average elderly person is going to use parks less than the average apartment resident.

The traffic impact method is based on the specific type of use and is currently used by the City to calculate transportation SDC's. The parking space method is based on the specific type of use and is currently used by the City to calculate the number of parking spaces a new development must have. Both of these criteria support the conclusion that Emerald Pointe's impact on City services is about 70% less than a similar size apartment project. The data from the Urban Land Institute and the Center for Urban Policy Research support the conclusion that Emerald Pointe's impact on City services is about 59% less than a similar size apartment project.

While these three objective sources suggest that a 60% to 70% discount is well supported based on the City's current fee and development policies, as well as the best available literature, I would propose that a 50% to 55% discount of the parks SDC fee would be a fair compromise.

Thank you.

Jeff Hawkins

From: Eppley, Christopher [mailto:EppleyC@Keizer.org]
Sent: Tuesday, July 17, 2007 1:10 PM
To: Jeff Hawkins
Cc: Kissler, Rob; Brown, Nate; Lawyer, Bill
Subject: RE: Emerald Pointe - parks SDC

Hi Jeff:

Thanks for checking into the square footage. I think I could pretty easily get behind a 30% discount based on the amount of space dedicated to "commercial" types of uses versus residential types of uses. This type of methodology would be more defensible than a "typical" occupancy argument in my mind simply because type of use is discussed as a criteria in our SDC model while occupancy is not...trying to stay apples to apples as much as possible. If you're satisfied, I can begin to process a square footage type of compromise for you.

Christopher C. Eppley
City Manager
City of Keizer, OR
930 Chemawa Road, NE
Keizer, OR 97303
503-390-3700
eppleyc@keizer.org

From: Jeff Hawkins [mailto:jeffh@easystreet.com]
Sent: Tuesday, July 17, 2007 11:39 AM
To: Eppley, Christopher
Subject: Emerald Pointe - parks SDC

Chris, good morning.

I received the information from my architect about the square footage of the project allocable to actual resident rooms, as opposed to storage, corridors, and common areas. About 71% of the building's 148,515 square feet are for resident rooms. However, as I mentioned in my last email, our buildings have a much lower number of residents per unit than typical multifamily projects. Our project will have about 15% to 20% double occupancy, so our 144 units will be occupied by about 169 residents. In contrast, a typical multifamily project has more than three residents per unit, so a 144 unit multifamily project would be occupied by at least 432 residents. Thus, our project will have only about 39% of the number of residents (169 divided by 432) when compared to a multifamily project of the same size.

Based on the information we have, what do you believe is a reasonable compromise on the parks SDC fee?

Thanks.

Jeff Hawkins, manager
Emerald Pointe, LLC

REQUEST TO INITIATE AMENDMENT TO PARKS SDC PROGRAM
TO
ACCOUNT FOR REDUCED PARK USE FROM SENIOR LIVING UNITS

1. BACKGROUND:

The current Parks SDC incorporates its own rate and computation methodology, and uses the Development Code to provide definitional background. The goal of the SDC program is to create a source of funds to assist in paying for improvement and acquisition of park land. The charges paid for SDC's is considered to be in the nature of a charge for services rendered, and not a tax. That is to say there is a correlation between the anticipation of park users from a charged development, and the SDC imposed on that development. Ordinance 92.231 (the original SDC ordinance), and also *Dolan v City of Tigard* requiring exactions to be roughly proportional to the impacts caused from the proposed development.

2. ISSUE:

Emerald Pointe, LLC is developing a federally subsidized affordable senior living complex on River Road. This facility has 144 senior living units, with a common dining area where at least one meal a day is included in the room charge. The occupants of each senior living unit are by necessity elderly and in many cases impaired and/or disabled. Operator history demonstrates that only 15% of the units are expected to be occupied by two people. Very few occupants will still be driving. Studies show that senior living units, such as Emerald Pointe, are significantly lower users of park land than any other demographic. First there is the health of the occupant, which often does not allow outdoor activities. Secondly there is the problem of access. Most residents are not able to walk any distance, and most do not drive, so getting to a park is problematic at best. Sports activities, playground use and most of the activities associated with the use of parks simply do not fit the general needs of seniors. Some seniors enjoy watching these activities, and doing some sedentary activities like bird watching or an occasional picnic, but the level of use of even these activities is far below that of non-elderly citizens. In recognition of these factors, Emerald Pointe has a half mile of walking path on site that is engineered to be safe for elderly occupants to do outdoor exercise. In addition, there are bistro tables out of doors for the elderly occupants to use.

Unlike the Transportation SDC that allows a 70% credit for senior living projects in recognition of the lesser use of roadways, the Parks SDC does not currently take into account the lesser park use from a senior living project in its methodology or rate structure. The Emerald Pointe project paid $800 per senior living unit (in this case $115,200) - the same as a normal apartment building would. Compare a senior living unit, which will average 1.15 persons per unit, all elderly, to a normal apartment where there are between 2.0 and 2.25 persons per unit, and where generally 1.0 of those persons are children under 16 years of age who are the most active park users.[1] It is obvious the number of people occupying an elderly community, and the level of use of parks by those elderly occupants is much lower in a senior living complex than in any other type of housing project.

The uniqueness of a senior living project is noted in the Standard Industrial Classification (SIC) manual, which is the bible for use classifications. That manual classifies a senior living development as Classification Code

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1

The Parks Master Plan is based on occupancy figures of 2.0 people per dwelling for multi-family and 2.82 people per dwelling for single family. With an average occupancy of approximately 1.15, a senior living unit is less than half the number of people per unit that is anticipated. Add to this the fact that the occupants of senior living units are considerably less apt to use city parks, and the it is apparent a new more equitable classification is necessary.

8361, where health care is only incidental, which means the senior living units are not dwelling units by its definitional standards. Classification 8361 is described as: "Establishments primarily engaged in the provision of residential social and personal care for children, the aged and special categories of persons with some limits on ability for self-care, but where medial care is not a major element."

A senior living project is much different from an apartment building. There is a common dining area where most meals are provided; and there is a service level that includes housekeeping services, transportation, emergency call assistance, 24 hour staffing, security and similar services that are not found in apartments.

The SDC ordinance and Development Code when read together classify rate assessments based on the definition of "dwelling unit", which basically only refers to the category of the space and has nothing to do with assessing the level of park use that can be anticipated from the occupants of that space. The only other senior living project in Keizer built after the Parks SDC program was adopted was treated as a commercial venture, not as a series of dwelling units, and paid no Parks SDC's at all. In dealing with the Emerald Pointe project, staff discovered this anomaly, and imposed the Parks SDC on Emerald Pointe, highlighting the problem of a lack of fairness inherent in the Parks SDC Ordinance, as well as the lack of rough proportionality required by law. By being this generic in the application of the SDC ordinance, inequities and misapplication arise as happened here, which can be easily addressed and corrected by the City Council.

3. PROPOSED SOLUTION:

Emerald Pointe is requesting the City Council initiate an amendment to the SDC ordinance to add a category that specifically addresses "senior living units". An appropriate definition would be drafted to ensure that only legitimate senior living projects such as Emerald Pointe were included in the new category.

Once the new "senior living unit" category is established, a reduced Parks SDC rate would be applied to that "senior living unit" category. The actual rate to be applied to "senior living units" would be determined during the drafting and hearing process for the adoption of the new ordinance, and would be based on information presented regarding the approximately 50% fewer occupants in each unit than is anticipated by the Parks Master Plan, and the significantly lesser use of park land by those occupants.

The current process is in need of refinement in order to achieve the fairness objective of the Parks SDC Ordinance, and the rough proportionality standard of *Dolan.*

4. REQUESTED ACTION

Emerald Pointe respectfully requests the City Council initiate a text amendment to the Parks SDC program that would create a new category of use for "senior living units" that would have an SDC rate applied to it commensurate with its fewer occupant numbers and limited park use.

Emerald Pointe will take the lead in proposing specific language for the text amendment, and will supply background information to support and justify the new language in order to assist city staff. In addition, Emerald Pointe will offer information on demographics that will assist in setting a Parks SDC rate that more accurately reflects the limited use from occupants of senior living projects. By working this ordinance amendment through the hearings process the public will be allowed to weigh in, and the result should be a more equitable and fair and comprehensive SDC program, that is more in line with the Transportation SDC's recognition of different treatment for senior living developments.

WALLACE W. LIEN
A PROFESSIONAL CORPORATION

Wallace W. Lien | Attorneys at Law | *Contact by e-mail at* wlien@lienlaw.com

November 21, 2007

E. Shannon Johnson
City Attorney
City of Keizer
4855 River Road N.
Keizer, OR 97303

Re: Emerald Pointe LLC - Payment of Parks SDC - Reservation of Rights

Dear Mr. Johnson:

As you know, I represent Emerald Pointe LLC, in the matter of determination and payment of Systems Development Charges for Parks for its project at 6850 River Road (Tax Lot No. 063W26DB03500). My client disagrees with the City's analysis and interpretation of the Parks SDC Ordinance which treats this senior living project like any other residential apartment, and the corresponding system development charge of $800 per unit for city parks.

The City has taken the position that it will not allow the water meter and connection to the City's system for this project until the Parks SDC is fully paid. It is further understood that Emerald Pointe LLC needs to do the water construction now in order to allow its construction to proceed on schedule, but continues to maintain that some relief from the Parks SDC is legally and morally warranted.

In order to resolve these competing interests, we have agreed that Emerald Pointe LLC will pay the full Parks SDC demanded by the City at this time - $115,200 (144 units at $800 per unit) - while reserving the right to unconditionally pursue all available remedies, causes of actions and rights to challenge the City's ordinance interpretation and fee assessment, without waiver of any of such rights. Payment of this assessment at this time shall not be construed as an admission that such amount is owing, or that any amount is owing, or that there is either a rough proportionality between the impacts caused by this project to the purposes of the Parks SDC, or that there is a rational nexus between any legitimate governmental purpose and the imposition of parks system development charges to senior living projects. The assessment is paid under protest, without admission and with all rights to challenge the City's position being reserved.

This letter should also confirm our telephone conversation that it is our intent to pursue a modification to the Parks SDC Ordinance in order to more equitably address impacts to the City's parks system that would reasonably be expected from a senior living complex where historically

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most resident's are not park users. My client has gathered up some background support, and I understand you will place us on the City Council's agenda for late January 2008 in order for us to present the concept of modification to create a new category for senior living in the Parks SDC Ordinance. Should the City Council elect to initiate such an ordinance change, we would provide supporting testimony and documentation to justify the new category, and would assist as requested in crafting language for the modification. If the City Council does ultimately adopt such a new category, and applies a lesser rate to that category, we would then seek reimbursement for the difference between what is being paid at this time, and what the charge would be under the new rate.

With this reservation of rights, Emerald Pointe LLC does hereby tender to the City of Keizer the Parks SDC assessment in the amount of $115,200. Acceptance of this payment shall indicate acceptance of the reservation contained herein.

I look forward to hearing from you with a specific date in January when we might make our presentation to the City Council. If you have any questions regarding this matter, please feel free to contact me at your convenience.

Yours truly,

WALLACE W. LIEN, P.C.

Wallace W. Lien

By: Wallace W. Lien

cc: Emerald Pointe LLC

LIEN & JOHNSON
Attorneys At Law
4855 River Rd. N.
Keizer, Oregon 97303

John A. Lien
E. Shannon Johnson
Tammie Harms - Legal Assistant

Telephone 503-390-1635
Fax 503-390-6557
Shannon@Keizerlaw.com

December 5, 2007

VIA FACSIMILE AND
FIRST CLASS MAIL

Wallace W. Lien
Attorney at Law
1775 32nd Place NE, Ste. A
Salem, OR 97301-8774

Re: *Emerald Pointe LLC - SDCs - Reservation of Rights*

Dear Mr. Lien:

I am in receipt of your November 21, 2007 letter. Pursuant to our recent phone conversation, I have some concerns about the effect and implications of your letter.

The City agrees only as follows:

1. The City Manager will schedule a time on a regular council meeting for a informal review by the City Council of the parks system development charge classifications to determine whether they want to initiate a formal amendment of the parks SDC ordinance to consider adding/amending the classification system to provide for categories such as senior living or assisted living. The City Manager proposes that meeting occur at the regular January 22, 2008 council meeting. (That is a <u>Tuesday</u> because of the holiday.) You and your client are invited to attend and make a preliminary appeal to the Council to initiate that proceeding. If the Council chooses to do so, staff is recommending that if a change is adopted and the parks SDCs are reduced for a new category that includes your client's development, that the difference be refunded to your client.

2. The remainder of your letter essentially reserves all right to challenge the City's position. The City acknowledges your attempt to reserve rights and to the degree that your letter serves as notice to the City of this attempt, it is accepted. In other words, the City acknowledges receipt of your letter. However, the City does not acknowledge that your letter is necessarily effective to reserve such right. Should the matter be disputed at a later date, the City reserves all rights to argue that your client's rights to challenge the City on this issue are waived by payment of the parks SDC. More specifically, and without waiving the rest of the points set forth in this letter, the City does not agree to the sentence towards the end of the letter that states: "Acceptance of this payment shall indicate acceptance of the reservation contained herein."

At this point, your client's check is not accepted and no water meters have been issued for the project. If you are in agreement with this letter, please confirm in writing and the City will accept the check and issue the water meters.

If you have any questions in this regard, please contact me. Thank you.

Yours truly,

LIEN & JOHNSON

By: E. Shannon Johnson

ESJ/tmh
c: City Manager
Public Works Director

WALLACE W. LIEN

A PROFESSIONAL CORPORATION

Wallace W. Lien

Attorneys at Law

Contact by e-mail at
wlien@lienlaw.com

December 6, 2007

E. Shannon Johnson
City Attorney
City of Keizer
4855 River Road N.
Keizer, OR 97303

By Fax to: 503-390-6557

Re: Emerald Pointe LLC - Payment of Parks SDC - Reservation of Rights

Dear Mr. Johnson:

I am in receipt of your fax of December 5, 2007 in which you recite clarification of the reservation that we discussed on the phone. I agree that your clarifications state the current understanding of the situation between my client and the City of Keizer. I trust we will be able to work out a solution that is acceptable to the Council and that any issues concerning the reservation will be moot.

Yours truly,

WALLACE W. LIEN, P.C.

By: Wallace W. Lien

cc: Emerald Pointe LLC

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BILL NO. 213 A BILL FOR ORDINANCE NO. 92-231

AN ORDINANCE ESTABLISHING A PARKS SYSTEM DEVELOPMENT CHARGE

The City of Keizer ordains as follows:

Section 1. TITLE AND PURPOSE. This Ordinance shall be known and may be cited as the "Parks Systems Development Charge Ordinance of the City of Keizer." The purpose of this charge or fee is to create a source of funds to assist in paying for capital improvement and acquisition of land for parks.

Section 2. FINDINGS. The City Council of the City of Keizer hereby finds:

(a) It is more cost efficient to use SDC revenue from new development in the entire community to finance the growth related portion of capital improvements based upon a city-wide priority rather than to hold the SDC revenue generated in one area of the community for improvements just in that area.

(b) The increase in administrative costs to account for receipt and expenditure of SDC revenues based upon geographic areas of the City of Keizer rather than on a city-wide basis would divert revenue from needed capital improvement projects. The benefit of minimizing administrative costs attributable to the systems development charge outweighs the benefit of allocating SDC revenues and expenditures based upon geographic areas.

(c) The systems development charge imposed by this Ordinance is not intended to be a tax on property or on a property owner as a direct consequence of ownership of the property within the meaning of Section 11b, Article XI of the Oregon Constitution

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or the legislation implementing such Section. If the systems development charge imposed herein is viewed under the Section as a tax against property or against a property owner, it is an incurred charge within the meaning of that Section and the legislation implementing it because it allows the owner to control the quantity of service by determining the extent of development, and it allows the owner to determine when the service is to be initiated or increased by controlling when the development occurs.

<u>Section 3.</u> SCOPE. The systems development charge imposed by this Ordinance is separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or fee otherwise provided by law or imposed as a condition of development. A systems development charge is to be considered in the nature of a charge for service rendered, or a charge for services to be rendered.

<u>Section 4.</u> DEFINITIONS. As used in this Ordinance, the following words and phrases shall mean:

(a) <u>Building Permit.</u> Any permit issued by the building department of the City of Keizer or Marion County.

(b) <u>Capital Improvement.</u> Facilities or assets used for parks and recreation, including, but not limited to, neighborhood parks, community parks, and other recreational facilities.

Capital improvement does not include costs of the operation or routine maintenance of capital improvements.

(c) <u>Development.</u> (1) The first establishment of a use involving the construction or the placing of a structure upon a parcel of land that was prior to that event not occupied by any

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structure, or (2) any construction, alteration or change of occupancy which increases the usage of any capital improvement or which creates the need for additional capital improvements.

(d) Owner. The legal owner of record of land or, where there is a recorded land contract which is in force, the purchaser thereunder.

(e) Improvement Fee. A fee for costs associated with capital improvements.

(f) Qualified Public Improvement. An improvement that is:

(1) Required as a condition of residential development approval; and

(2) Identified in the Comprehensive Park System Development Plan; and

(3) Not located on or contiguous to property that is the subject of residential development approval.

(g) Reimbursement Fee. A fee for costs associated with capital improvements already constructed or under construction.

(h) System Development Charge or SDC. A reimbursement fee, a improvement fee, or a combination thereof, assessed or collected any of the times specified in Section 8 of this Ordinance. System development charge does not include any fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision.

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Section 5. DEVELOPMENT CHARGE IMPOSED. Parks systems development charges as provided in this Ordinance are hereby imposed upon all development within the City of Keizer except where exempt under the provisions of Section 9. The person securing the building permit shall pay to the City of Keizer said parks systems development charge or charges established by resolution.

Section 6. DEDICATED FUNDS FROM SYSTEM DEVELOPMENT CHARGE. The revenues received from the systems development charges shall be dedicated, budgeted and expended as provided by state law.

Section 7. USE OF CHARGE, SPECIAL FUND. All of the moneys dedicated under Section 6 shall be used only for the cost of projected capital improvements as provided for in the Comprehensive Park System Development Plan, including the costs of developing system development charge, methodology and providing an annual accounting of such SDC expenditures, provided further, said revenues may be pledged and used toward payment of principal and interest on bonds issued, if any, for the purpose of financing the extra capacity facilities.

Section 8. TIME OF PAYMENT. (a) The amount of the charge imposed under this Ordinance shall be due and payable to the City of Keizer at the time the building permit or mobile home set-up permit or mobile home park permit is issued.

(b) In lieu of payment being made as required under subsection (a) of this Section, the owner of the land on which the improvement will be located may request a lien be placed on the property for the amount of the charge and agree to pay the amount due in semiannual installments as authorized by ORS 223.208. The procedure for

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processing the request, the interest rate and other requirements for establishing the lien and payment of the obligation in semiannual installments shall be the same as are used for time payment of special assessments at the time the lien request is submitted.

Section 9. EXEMPTIONS. The charge or fee imposed under this Ordinance shall not apply to the following:

(a) Reconstruction or repair of a building or structure, or portion thereof, which was damaged or destroyed by earthquake, fire, flood, or other natural causes over which the owner had no control, but only if such reconstruction or repair is done pursuant to a building permit issued within one year after such damage or destruction and there is no increase in the number of dwelling units.

(b) Moving a building or structure from a lot within City to another lot within City provided there is no increase in the number of dwelling units.

(c) Replacement structures for any forced acquisition wherein a building or structure is acquired for city purposes through eminent domain provided that the owner obtains a building permit for the replacement structure within two years of the acquisition, and there is no increase in the number of dwelling units.

(d) The City of Keizer, Oregon.

(e) Nothing in this Ordinance shall be construed as imposing a charge upon any person when imposition of such charge upon that person would be in violation of the Constitution of the United States or the Constitution of the State of Oregon.

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Section 10. SYSTEM DEVELOPMENT CHARGE CREDIT. (a) A credit against the SDC shall be allowed for the construction of a qualified public improvement.

(b) If a qualified public improvement is partially located on and partially located off property that is the subject of the residential development approval, the credit shall be only for the cost of that portion of the improvement not located on or wholly contiguous to the property. The credit shall be only against the SDC for the type of improvement being constructed and the credit shall not exceed such SDC even if the cost of the capital improvement exceeds the applicable SDC.

(c) Other types of credits may be granted by the City Manager or his designee, upon recommendation by the Parks Advisory Board. Such credits may include, but are not limited to, a credit for a developer's donation of park land and/or park improvements within their development. In no event shall the credit exceed the amount of the SDC.

Section 11. METHODOLOGY. (a) The methodology used to establish the improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related.

(b) The methodology authorized by this Section shall be established by resolution; and this methodology may be adopted and amended when making any revision to the system development charge.

Section 12. APPEALS. (a) A decision regarding exemptions or credits made by the City Manager or his designee under this Ordinance may be appealed to the Keizer City Council by filing a written

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request with the City Recorder within ten (10) days from the decision, describing with particularity the decision from which the person appeals. The Council shall within thirty (30) days after filing of the request, hear and consider the appeal. The Council may affirm, modify, extend, or overrule said decision in a manner that is consistent with the provisions of this Ordinance.

(b) In the manner provided in subsection (a), any citizen or other interested person may challenge an expenditure of system development charge revenues by filing such appeal with the Keizer City Council within two years of the expenditure. The decision of the Council shall be reviewed only as provided in ORS 34.010 to 34.100, and not otherwise.

(c) Notwithstanding the above subsections, no legal action intended to contest the methodology used for calculating the parks system development charge shall be filed after sixty (60) days following adoption or modification of the Parks System Development Charge Ordinance or Resolution, pursuant to ORS 223.304(5).

Section 13. This act being necessary for the immediate preservation of the public peace, health, and safety, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect upon its passage.

PASSED this 1st day of June, 1992.

SIGNED this 3rd day of June, 1992.

Mayor

Susan Derby
City Recorder

824H.005

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-1230

A RESOLUTION ESTABLISHING THE UPDATE METHODOLOGY (2000) FOR A PARKS SYSTEM DEVELOPMENT CHARGE

WHEREAS, the City of Keizer accepted the Comprehensive Park System Development Plan dated May 7, 1992; and

WHEREAS, such Plan sets forth a methodology for determining an equitable systems development charge; and

WHEREAS, the Council has accepted the Parks and Recreation Facility Systems Development Charges Update Methodology Report (July 17, 2000) which sets forth needed facility improvements and an updated methodology for determining appropriate parks system development charges; and

WHEREAS, on November 20, 2000 the City Council held the public hearing to consider amending the parks system development charges; and

WHEREAS, pursuant to Ordinance 92-231, the methodology used to establish the parks system development charge may be established by resolution;

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

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the attached methodology marked Exhibit 1 attached hereto (including Appendix A - Adjustment Factor) and by this reference incorporated herein is hereby adopted as the methodology used to determine the parks system development charge.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the attached update methodology (2000) replaces the methodology adopted under Resolution R92-563.

PASSED this 18th day of December, 2000.

SIGNED this 18th day of December, 2000.

Mayor

City Recorder

824H.032

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4855 River Road N.
Keizer, Oregon 97303
(503) 390-1635

APPENDIX A
(ADJUSTMENT FACTOR)

Notwithstanding any other provision, the dollar amounts of the SDC set forth in the SDC Methodology Report shall on January 1st of each year be adjusted to account for changes in the costs of acquiring and constructing parks facilities. The adjustment factor shall be based on the change in average market value of undeveloped land in the City, according to the records of the County Tax Assessor, and the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index; and shall be determined as follows:

	Change in Average Market Value X 0.50
+	Change in Construction Cost Index X 0.50
=	Parks System Development Charge Adjustment Factor

The Parks System Development Charge Adjustment Factor shall be used to adjust the Parks System Development Charge, unless it is otherwise adjusted by the City Council based on a review of revenues and rates or adoption of an updated methodology.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-1606

A RESOLUTION AMENDING THE UPDATE METHODOLOGY (2000) FOR A PARKS SYSTEM DEVELOPMENT CHARGE; AMENDING RESOLUTION R2000-1230

WHEREAS, Ordinance 92-231 sets forth that the methodology used to establish parks system development charges may be established by resolution;

WHEREAS, Resolution R2000-1230 adopts the methodology for determining the maximum parks system development charge;

WHEREAS, amendment of Resolution R2000-1230 is needed to amend the methodology set forth therein;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2000-1230 is hereby amended by replacing Exhibit 1 with Appendix A - Adjustment Factor (2005) attached hereto and by this reference incorporated herein.

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

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the attached Appendix A - Adjustment Factor (2005) is hereby adopted as the methodology used to determine the parks system development charge and therefore replaces the methodology adopted under R2000-1230.

PASSED this 20th day of June, 2005.

SIGNED this 20th day of June, 2005.

Mayor

City Recorder

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

APPENDIX A - ADJUSTMENT FACTOR (2005)

Notwithstanding any other provision, the dollar amounts of the SDC set forth in the SDC Methodology Report shall on July 1 of each year be adjusted to account for changes in the costs of acquiring and constructing parks facilities. The adjustment factor shall be based on the change in average market value of undeveloped land in the City, according to the records of the County Tax Assessor, and the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index; and shall be determined as follows:

	Change in Average Market Value X 0.50
±	Change in Construction Cost Index X 0.50
=	Parks System Development Charge Adjustment Factor

Indexing Methodology:

Increase fee in $5.00 increments.
When index brings fee half way between the preceding fee and the next increment, increase fee to the next increment.
For example: When the index brings a $735.00 fee up to $781.43, increase fee to $780.00.
This methodology will keep the revenue within 1% of the annual indexing.

The Parks System Development Charge Adjustment Factor shall be used to adjust the Parks System Development Charge, unless it is otherwise adjusted by the City Council based on a review of revenues and rates or adoption of an updated methodology.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2000-1231

A RESOLUTION ESTABLISHING THE AMOUNT OF THE PARKS SYSTEM DEVELOPMENT CHARGE (2000)

WHEREAS, the City of Keizer has adopted an update methodology for determining the parks system development charge pursuant to Resolution R2000-1230; and

WHEREAS, pursuant to Ordinance 92-231, the amount of the parks system development charge may be established by resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the parks system development charges authorized by Ordinance 92-231 shall be as follows:

$650.00 per dwelling unit for the following types of structures: single-family dwellings, duplexes, condominiums, developed manufactured home park spaces, and manufactured homes placed on lots not within a manufactured home park.

$435.00 per dwelling unit for the following types of structures: multi-family dwellings consisting of three or more dwelling units in a single building.

The above fees shall be adjusted on July 1 each year by calculating a percentage increase based on the average of the two following indices: (1) increase in undeveloped land average market value according to the records of the Marion County Tax Assessor, and (2) the increase in construction costs according to the Engineering News Record (ENR) Northwest

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

Construction Cost Index. If the ENR Construction Cost Index is not available, a similar index shall be used in conjunction with the Marion County Tax Assessor Index.

These fees are improvement fees only.

All system development charges collected hereunder shall be used as set forth in the methodology report (Section 4.0 SDC Expenditure Guidelines), along with administrative costs as allowed under Oregon law.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the charges established herein shall become effective January 1, 2001. The previous systems development charge established by Resolution R92-564 as clarified by Resolution R93-683 shall be in effect for all building permit applications submitted prior to this effective date.

PASSED this 18th day of December, 2000.

SIGNED this 18th day of December, 2000.

JRClinton

Mayor

Tracy L. Davis

City Recorder

824H.033

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-1619

A RESOLUTION AMENDING THE PARKS SYSTEM DEVELOPMENT CHARGE (2000); **AMENDING RESOLUTION R2000-1231; REPEALING R2001-123; REPEALING R2005-1607**

WHEREAS, Ordinance 92-231 sets forth that the amount of the parks system development charge may be established by resolution;

WHEREAS, Resolution R2000-1230 as amended by Resolution R2005-1606 adopts the methodology for determining the maximum parks system development charge;

WHEREAS, Resolution R2000-1231 sets forth the amount of the parks system development charge;

WHEREAS, Resolution R2001-1239 amended the parks system development charge outlined in Resolution R2000-1231;

WHEREAS, Resolution R2005-1607 amended the parks system development charge outlined in Resolution R2000-1231 and repealed R2001-1239;

WHEREAS, further amendment of Resolution R2000-1231 is needed to amend the parks system development charges set forth therein;

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Keizer, Oregon 97303
503-390-1635

WHEREAS, Resolutions R2001-1239 and R2005-1607 should be repealed;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2000-1231 is hereby amended at Lines 12 through 16 inclusive to read as follows:

> "$1,045.00 per dwelling unit for the following types of structures: single-family dwellings, duplexes, condominiums, developed manufactured home park spaces, and manufactured homes placed on lots not within a manufactured home park."
>
> "$740.00 per dwelling unit for the following types of structures: multi-family dwellings consisting of three or more dwelling units in a single building."

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution R2000-1231 is hereby amended on Page 2 by inserting the following sentence at the end of Line 2:

> "Any adjustment that increases the system development charge shall be increased in $5.00 increments pursuant to Appendix A - Adjustment Factor (2005) attached to Resolution R2005-1606 as amended."

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolutions R2001-1239 and R2005-1607 are hereby repealed in their entirety.

///

///

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

BE IT FURTHER RESOLVED that the new system development charge set forth herein shall be applied to all building permit applications applied for after the date of September 1, 2005 and shall be adjusted annually on July 1 of each year.

PASSED this 1st day of August, 2005.

SIGNED this 1st day of August, 2005.

Mayor

City Recorder

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

Emerald Pointe
PO Box 1993
Tualatin, OR 97062
503.620.6555
fax 775.254.5313

July 22, 2011

Chris Epley, City Manager
City of Keizer
930 Chemawa Road NE
Keizer, OR 97303

RE: Partial Parks SDC Refund

Dear Chris,

I am writing regarding the partial refund of the Parks SDC paid by Emerald Pointe. As you may recall, in November 2007 Emerald Pointe paid a Parks SDC charge of $115,200 along with submitting a Reservation of Rights letter from our counsel, Wallace Lien.

As you know, after a thorough review Council amended the Parks SDC calculation methodology to reflect an appropriate reduction in Parks SDC charges for senior housing properties. In passing Resolution R2010-2003 Council assigned a Parks SDC rate for Senior Housing which was 55.68% less than the multifamily rate as of April 1, 2010.

As such, Emerald Pointe respectfully requests a refund of $64,143.36, which reflects the 55.68% reduction in the Parks SDC which was adopted by Council.

Thank you.

Sincerely,

Jeff Hawkins, manager

Jeff Hawkins, Manager
Emerald Pointe, LLC

CITY COUNCIL MEETING: September 19, 2011

AGENDA ITEM NUMBER:________________

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

THROUGH: **ROB KISSLER**
DIRECTOR OF PUBLIC WORKS

FROM: **BILL LAWYER**
PUBLIC WORKS SUPERINTENDENT
SUSAN GAHLSDORF
FINANCE DIRECTOR

SUBJECT: **PARKS RENTAL REVENUE/EXPENSE BUDGET ADJUSTMENT**

BACKGROUND:

The City recently completed the purchase of property located at 1590 Chemawa Road N which is commonly known as the Buchholz property. The City anticipates renting the house at 1590 Chemawa Road N, Keizer OR beginning October 2011. Rental Income is dedicated to be used for Park Operations Expenses, including the rental house maintenance and improvements, over and above the $264,400 appropriated in FY11-12.

FISCAL IMPACT:

The anticipated revenue is projected to be $11,300 and the anticipated expenses are projected to be $11,300. Any funds unexpended at year end will carry over as dedicated revenue in future years above the 2.5% General Support Resources funding minimum.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution approving the supplemental budget.

Please contact me or Susan with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_______________

AUTHORIZATION FOR SUPPLEMENTAL BUDGET - PARKS OPERATIONS AND RENTAL EXPENSES

DESIGNATING RENTAL INCOME AS DEDICATED PARK OPERATIONS REVENUE

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

WHEREAS the City's Park Operations will be responsible for rental activities and maintenance of the house and grounds at 1590 Chemawa Road N, Keizer, OR.

WHEREAS all rental income from the property at 1590 Chemawa Rd N, Keizer OR is to be dedicated for use as park operations expense, including maintenance and improvements to the aforementioned rental house and grounds, as determined each year during the budget process.

WHEREAS all rental income in excess of actual expenses as identified above shall be held in reserve for future years and appropriated through the City's budget process.

WHEREAS such dedicated rental income shall be in addition to the Parks General Support Resources funding minimum of 2.5% of General Fund budgeted revenues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2012:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund				
Resources	8,684,600	11,300		8,695,900
Park Rental Program Expense	-	11,300		11,300

The City anticipates renting the house at 1590 Chemawa Road N, Keizer OR beginning October 2011. Rental Income is dedicated to be used for Park Operations Expenses, including the rental house maintenance and improvements, over and above the $264,400 appropriated in FY11-12. Any funds unexpended at year end will carry over as dedicated revenue (as provided for above) in future years above the 2.5% General Support Resources funding minimum.

PASSED this _____ day of __________________, 2011

SIGNED this _____ day of __________________, 2011

____

Mayor

____

City Recorder

COUNCIL MEETING:______September 19, 2011_________

AGENDA ITEM NUMBER:_______________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR
BILL HOPKINS, NETWORK ADMINISTRATOR

SUBJECT: FOUR YEAR CONTRACT APPROVAL WITH IKON INC.

BACKGROUND: The City of Keizer's Utility Billing Department is in need of a small copier to better facilitate customer service.

ISSUE: Utility Billing staff routinely need to step away from customers at the counter to make photocopies. Sometimes there is only one Utility Billing staff at the counter leaving it completely unattended when photocopies are needed. By providing a copier closer to the utility billing area, staff will not have to leave the counter unattended and will be able to provide better customer service with decreased customer wait time.

FISCAL IMPACT: The copier will cost $28.09 a month or $337.08 a year. The current year's expense is covered by existing budget appropriation.

RECOMMENDATION: Staff recommends the City Council adopt the attached Resolution approving the four-year contract with Ikon office solutions. All contracts extending longer than two years require council approval as provided for in Council Ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENT WITH IKON OFFICE SOLUTIONS FOR UTILITY BILLING DEPARTMENT COPIER

WHEREAS, the City of Keizer has been utilizing a leasing program for copier machines for the last few years;

WHEREAS, the Utility Billing Department is in need of a small copier to better facilitate customer service;

WHEREAS, a four-year lease agreement has been negotiated with Ikon Office Solutions for a small leased copier;

WHEREAS, the lease agreement has been included in the approved 2011-2012 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign the Purchase Order for a four-year lease agreement with Ikon Office Solutions as outlined on the attached Purchase Order.

PASSED this __________ day of _________________, 2011.

SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order Number

IT-090711

TO
IKON Office Solutions
PO Box 650073
Dallas, TX 75265-0073

SHIP TO
City of Keizer
C/O: Bill Hopkins
930 Chemawa RD NE, Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED	SHIP VIA	TERMS	ACCOUNT OR JOB NO.	ORDER DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Ricoh Aficio MP201SPF	$28.09	$28.09

- This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.
- City of Keizer fiscal year is July 1 – June 30
- Total purchase price: $28.09 per month / 48 month rental
- Total of monthly base charges for 48 month term: $1348.32
- Cost per copy rate: 0.013 per B/W impression
  Ricoh Aficio MP201SPF - $28.09 per month

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

PLEASE SEND ____________ COPIES OF YOUR INVOICE

Christopher C. Eppley PURCHASING AGENT

PURCHASE ORDER

Purchase Order Instructions
City of Keizer

Purchase Orders must include the following:

- Bill to and Ship to addresses
- Contact Name and phone number for delivery and training
- Contact name, phone number, and email address for meter contact
- Reference: **This purchase is for Rentals under Pricing Option C under RFP No. 08-1160 and the Portland Public Schools, School District No. 1J, Multnomah County, Oregon Standard Services Contract No. GS56344 as amended by Amendment 1 dated March 30, 2009 and these terms and conditions apply to this purchase order and take precedence over all other conflicting terms and conditions, express or implied.**
- Total purchase price: $28.09 per month / 48 month rental
- Total of monthly base charges for 48 month term: $1348.32
- Service/supplies cost per copy rate: 0.0130 per B/W impression
- Itemized list of hardware:

    Ricoh Aficio MP201SPF - $28.09 per month

- Vendor name & address:

    IKON Office Solutions
    PO Box 650073
    Dallas, TX 75265-0073

- Authorized signature

Fax or email Purchase Order to: Attn: Jason Steele
Fax Number: 503-315-7620
jason.steele@ricoh-usa.com

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON

STANDARD SERVICES CONTRACT
CONTRACT TRACKING NO. GS-56344

This Contract is between Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and IKON Office Solutions, Inc. (Contractor).

Purpose: MULTI-FUNCTION COPIER FLEET

The parties agree as follows:

Effective Date and Termination Date. The effective date of this contract shall be December 8, 2008, or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be December 7, 2013.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. The District agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. The Contract Documents consist of the following documents which are listed in descending order of precedence:

This Contract;
Exhibits to this Contract, including:
- Exhibit 1 – Statement of Work, Compensation, Payment and Renewal Terms
- Exhibit 2 – Insurance Requirements
- Exhibit 3 – Certification Statement for Corporation or Independent Contractor
- Exhibit 4 – Workers' Compensation Exemption Certificate
- Exhibit 5 – Schedule of Initial Fleet Pool Equipment and Software
- Exhibit 6 – Service Level Agreement
- Exhibit 7 – District's Request for Proposals No. 08-1160
- Exhibit 8 – Replacement of Featured Color Model
- Exhibit 9 – Contractor's Proposal in Response to Request for Proposals No. 08-1160

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents are the entire contract between the parties and shall supercede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.

2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of the District, which may be withheld without cause. In addition to any other provisions the District may require, Contractor shall require of any permitted subcontract under this Contract, that the Sub-Contractor be bound by all the same terms and conditions of this agreement. Such sub-contracts are solely between the Contractor and the Sub-Contractor and shall not have any binding effect on the District.

   This contract is not assignable by the Contractor, either whole or in part, unless Contractor has obtained the prior written consent of the District.

3. **Other Contractors.** The District may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any District employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by District employees.

4. **Independent Contractor Status.** Contractor shall certify status in accordance with Exhibit 3.

5. **No Third Party Beneficiaries.** The District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

7. **Nonperformance.** In the event of nonperformance under this contract, the District, after seven (7) days written notice, shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

8. **Escalation.** Any price or cost adjustments shall be submitted by the Contractor no less than 60 days prior to the time in which such increases are to become effective. The District reserves the right to reject any modifications of the contract unacceptable to the District. Prices must be held firm for the first 12 months of the contract.

9. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

a. The District and Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The District in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

c. Either the District or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

d. Notwithstanding paragraph 9(c), the District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

e. Upon contract termination under this section, Contractor shall remove all equipment as provided in Exhibit 7, section 2.15.4.

10. **Payment of Invoices**

a. Method of Payment. Unless otherwise provided in Exhibit 1, payment shall be approved monthly by the District, net thirty (30) days.

b. Payment on Early Termination. Upon termination pursuant to paragraph 9, payment shall be made as follows:

(i) If terminated under 9(a) or 9(b) for the convenience of the District, the District shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. The District shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim the District may have against Contractor.

(ii) If terminated under 9(c) by the Contractor due to a breach by the District, then the District shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

(iii) If terminated under 9(c) or 9(d) by the District due to a breach by the Contractor, then the District shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the District is entitled.

c. Payment of Laborers. The Contractor shall, to the extent that is required by Oregon State, Federal, and Local law:

(i) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for this contract;

(ii) Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this contract;

(iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and

(iv) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this contract as such claim becomes due, the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such contract.

The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

d. Payment for Medical Care.

(i) To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

e. Non-Appropriation.

(i) If payment for work under this contract extends into the District's next fiscal year, District's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the School Board.

f. Adequate Funding.

(i) Continuation of this contract, at specified levels, is conditioned on adequate funding under the Districts budget adopted in June of each year. District reserves the right to adjust the level of services in accordance with funding levels adopted.

11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

a. If terminated under 9(c) by the District due to a breach by the Contractor, the District may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the District the amount of the reasonable excess.

b. In addition to the remedies in paragraphs 9 and 10 for a breach by the Contractor, the District also shall be entitled to any other equitable and legal remedies that are available.

c. If the District breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

12. **Hours of Labor. For those employees of Contractor covered or subject to Oregon employment laws:**

a. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in ORS 279.334(1)(a)(C)(ii) to (vii) and for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

b. Except as provided above, no person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the District absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay:

(i) for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(ii) for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; or

(iii) for work performed on Saturday and on any legal holidays specified in ORS 279.334.

For those employees of Contractor that are covered or subject to Oregon employment laws, Contractor must, pursuant to ORS 279.316(1)(b), give notice to employees who perform work on this Contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

13. **Time Limitation on Claim for Overtime.** To the extent any of Contractor's employees are covered by the Oregon employment laws, such covered worker employed by the Contractor shall be foreclosed from the right to collect for any overtime under this contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:

a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and

b. Maintained such circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

14. **DCU Collective Bargaining Agreement Wage Requirements.**

Subsection 1. If the this agreement is the result of a solicitation subject to the District's DCU agreement, Contractor shall pay workers described in Section 2 of this section and employed under this Contract hourly compensation comparable to workers covered by the 1999-2004 Collective Bargain Agreement between the District Council of Trade (DCU) and the Services Unions of School Employees and Portland Public Schools (DCU Agreement). Contractor may comply with this requirement by:

a. Demonstrating that it is signatory to the appropriate Craft Master Labor Agreement for the work under the Contract;

b. Paying workers under the Contract the prevailing rate of wage for an hour's work as determined by the State of Oregon Bureau of Labor and Industries or the wage for an hour's work set forth in the DCU Agreement for the particular job, whichever is higher; or

c. Submitting other reliable proof that the wage and benefit package paid to workers described in Subsection 2 of this Section and employed under this Contract is equal to or better than the wage and benefit package provided to comparable workers under the DCU Agreement.

Subsection 2. Workers subject to DCU requirements include: Brick mason, carpenter, carpet and linoleum layer, cement mason, electrician, glazier, laborer, machinist, painter, plasterer, plumber, roofer, sheet metal worker, steamfitter, tile setter, vehicle mechanic, mason tender, plumber's helper, motor winder, electronic technician, and machinist helper.

Approved Registered Training Agent. If Contractor employs more than three skilled workers in a particular craft, it must be an Approved Registered Training Agent pursuant to the rules of the Oregon Bureau of Labor and Industries prior to or at the time of execution of the Contract.

Audit. Contractor agrees to provide such information as may reasonably be requested by the District or the DCU to demonstrate compliance with the requirements of the this Section.

15. **Workers' Compensation.** To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit 4 if you believe you may be exempt from this requirement.

16. **Hazardous Chemicals.** Contractor shall notify the District prior to using products containing hazardous chemicals to which the District students or employees may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon the District's request, Contractor shall immediately provide Materials Safety Data Sheets pursuant to OAR 437-135-025.

17. **Errors.** The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

18. **Access to Records.** The Contractor agrees that the District and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that the District's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later

19. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this contract except to copy, use and re-use any such work product for District use only.

If this contract is terminated by either party or by default, the District, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

20. **When Work is Performed on District Property (Including Schools). Contractor shall comply with the following:**

a. Identification. Contractor performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contactor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Contractor. Contractor shall bear the entire cost of producing and assigning such identification. Contractors that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.

b. Sign-in Required. As required by schools and other District locations, each day of work Contractor's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.

c. No Smoking. Smoking or other use of tobacco is prohibited on the District property.

d No Drugs. District property sites are designated drug-free zones enforced by the Portland Police Bureau.

e. No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.

21. **When Work is Performed in or on School Sites, Contractor shall comply with the following:**

a. No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Contractor will ensure that Contractor, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Contractor will work with the District to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contract with students in a particular circumstance or circumstances, Contractor shall so notify the District prior to beginning any Work that could result is such contact. Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Contractor under this contract, unless the Contractor elects to pay such fees directly.

b. Confidentiality. Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in course and scope of Contractor's performance of this Contract.

c. Child Abuse Reporting Act. Contractor shall comply with the child abuse reporting law (ORS 491B.005 through 419B.050) as if Contractor were a mandatory abuse reporter. Contractor shall immediately report to the proper state or law enforcement agency circumstances supporting reasonable cause to believe that any child has been abused. Contractor shall report to the Principal or designated school authority the circumstances supporting reasonable cause to believe that any child has been abused.

22. **Employment Standards**. At the direction of the District, contractor will immediately remove any employee of contractor from all District premises where the District determines, in it's sole discretion, removal of such employee would be in the best interests of the District.

23. **Security.** Any disclosure or removal of any matter and/or property on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of the contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the District as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents or property contained in or on District property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

FERPA Re-disclosure. The Parties recognize that the Family Education Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.

24. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.

25. **Indemnity and Hold Harmless.** The Contractor shall defend, indemnify, and hold the District, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the District, but is in addition to such common law or statutory provisions.

26. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

27. **Waiver.** Waiver of any default under this Contract by the District shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

28. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and, rules of the District, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Contract must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

29. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

30. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

31. **Anti-discrimination Clause.** Contractor must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

32. **Attorney Fees.** If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees. In the event the prevailing party is represented by "in-house" counsel, the prevailing party shall nevertheless be entitled to recover reasonable attorney fees based upon the reasonable time incurred and the attorney fee rates and charges reasonably and generally accepted in the metropolitan Portland, Oregon area for the type of legal services performed.

33. **Rule of Construction.** The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the contract.

CONTRACTOR DATA AND SIGNATURE

Business Name: **IKON Office Solutions, Inc.**
Business Address: **12100 SW Garden Place**
Portland, OR 97223
Contractor Phone: **(503) 603-8143**
Federal Tax ID# or Social Security #: **23-0334400**

Business Designation (check one):
☐ Sole Proprietorship ☐ Partnership
☒ Corporation-for profit ☐ Corporation-non-profit
☐ Other [describe here: ____________________]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

____________________ Signature
____________________ Title

____________________ Name (please print)
____________________ Date

NOTE: Contractor must also sign Exhibit 3 and (if applicable) Exhibit 4.

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(This contract is not binding on the District until signed the appropriate signing authority)

____________________ Signature
Deputy Clerk
Title

Gregory C. MacCrone
Name (please print)
____________________ Date

AMENDMENT 1
to the CONTRACT
between
SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON (PORTLAND PUBLIC SCHOOLS)
and
IKON OFFICE SOLUTIONS, INC.

CONTRACT TRACKING No. GS 56344

THIS AMENDMENT 1 ("Amendment") to the Contract ("Contract") between School District No. 1J, Multnomah County, Oregon ("District" or "Portland Public Schools") and IKON Office Solutions, Inc. ("Contractor") issued pursuant to Request for Proposal No. 08-1160 ("RFP") and effective as of December 8, 2008, changes certain provisions in the Contract in the manner set forth below. Except as expressly contemplated by this Amendment, the terms and conditions of the Contract shall remain in full force and effect. All capitalized terms used and not defined herein shall have the meanings assigned to them in the Contract. The purpose of this Amendment is to clarify ambiguities in the Contract.

AMENDMENTS TO THE CONTRACT:

1. The following amendments apply solely when District utilizing this or any public agency authorized to procure goods under the Contract elects to purchase or rent goods from the Contractor under the Contract's Exhibit 7, Option C:

a. The following additional sentences are hereby added to the paragraph of the Contract captioned **"Effective Date and Termination Date"**:

"Notwithstanding the foregoing effective date and termination date and any other provision of the Contract to the contrary, the parties hereby acknowledge that any public agency authorized to procure goods under the Contract may enter into leases with lease terms that commence after the foregoing effective date and extend beyond the foregoing expiration date of November 30, 2013. Any such public agency leases shall continue to be governed by the terms and conditions of this Contract, except with respect to the foregoing terms relevant to effective date and expiration date and any other modifications to the Contract agreed upon by and between Contractor and the public agency leasing under the Contract. The termination or expiration of this Contract as between the District and Contractor shall not affect the validity of any such leases as between the Contractor and any public agency leasing under this Contract."

b. The following language is hereby added to Section 10.b.(i) of the Contract:

"Additionally, upon termination pursuant to Section 9(a) or 9(b), District shall also pay to Contractor the applicable termination charges under Section 2.15.2

(Removals for Convenience) of Exhibit 9 (Contractor's Proposal in Response to Request for Proposals No. 08-1160) to the Contract."

c. The following language is hereby added to Section 11(c) of the Contract:

"Additionally, if District breaches this Contract, Contractor's remedy is limited to termination of the Contract and payment of the applicable termination charges under Section 2.15.2 (Removals for Convenience) of Exhibit 9 (Contractor's Proposal in Response to Request for Proposals No. 08-1160) to the Contract."

d. The following footnoted addition to Paragraph 6 of the Contract (identified on and linked to such section with the double asterisk symbol (**) shall not apply:

"The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim that may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors."

e. Section 2.15.1 (School Closures and Consolidations/Non-Appropriation) of Exhibit 7 (District's Request for Proposal No. 08-1160) to the Contract shall not apply to any purchase or rental by a public agency under Option C of the Contract. With respect to Option C, each public agency's right of non-appropriation, is as set forth in Section 10(e) of the Contract.

2. Section 2.12 (Volume Rebate) of Exhibit 7 is hereby amended to add the following language at the end of the paragraph:

"Contractor shall distribute the rebate to the District and public entities cooperatively procuring under the Contract (each, a "Purchasing Entity") on a pro-rata basis based upon each Purchasing Entity's total Contract purchase amount at the time of distribution (as opposed to distributing the rebate amount only to the District)."

3. All other Contract terms and conditions remain unchanged and in full force and effect.

DISTRICT	**CONTRACTOR**
SCHOOL DISTRICT NO. 1J MULTNOMAH COUNTY, OREGON PORTLAND PUBLIC SCHOOLS	**IKON OFFICE SOLUTIONS, INC.**
By:	By:
Name: Gregory C. MacCrone	Name: Christine Shoaf
Title: Deputy Clerk	Title: Area Vice President
Date: MAR 3 0 2009	Date: 3/25/09

PDXDOCS:1833940.1

CITY COUNCIL MEETING: September 19, 2011

AGENDA ITEM NUMBER:__________________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

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

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

SUBJECT: **CORRECTING SCRIVENER'S ERROR**

At its August 15, 2011 City Council meeting, Council considered a budget adjustment with regard to unanticipated donation funds. The original Resolution directed the funds to be "disbursed to reimburse costs for signs with the remainder to be allocated equally and remitted to Young Life and Lake Point Community Church". After discussion, a motion was made to adopt the Resolution with the amendment of removing the reimbursement costs and disbursing $200 to Young Life and $800 to Lake Point Community Church.

Following the Council meeting, a scrivener's error occurred while revising the Resolution for signature. The error consisted of the amounts being distributed being reversed ($800 to Young Life and $200 to Lake Point Community Church). Therefore, to correct the scrivener's error and ensure that Council's direction is clear, I have prepared a Resolution to correct the error.

RECOMMENDATION:

Consider the Resolution and if it is the intent of the Council, adopt the Resolution correcting the scrivener's error.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

CORRECTING SCRIVENER'S ERROR WITH REGARD TO RESOLUTION R2011-2159**; AMENDING RESOLUTION R2011-2159**

WHEREAS, the City Council of the City of Keizer passed Resolution R2011-2159 with regard to unanticipated donation funds;

WHEREAS, at the August 15, 2011 City Council meeting, a motion for the distribution of the $1000 donations was made and passed by the City Council;

WHEREAS, prior to the Mayor's execution of Resolution R2011-2159, a scrivener's error was made reversing the amounts to be remitted to Young Life and Lake Point Community Church;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R2011-2159 is hereby amended as follows:

The General Fund received $1000 in unanticipated donations. Council requests $200 ~~$800~~ to be remitted to Young Life and $800 ~~$200~~ to be remitted to Lake Point Community Church.

PASSED this __________ day of _________________, 2011.
SIGNED this __________ day of _________________, 2011.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

MINUTES
KEIZER CITY COUNCIL
Monday, August 1, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:	Staff:
Lore Christopher, Mayor	Chris Eppley, City Manager
Cathy Clark, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Rob Kissler, Public Works Director
David McKane, Councilor	Nate Brown, Community Development
Brandon Smith, Councilor	Captain Jeff Kuhns, Police
Joe Egli, Councilor	Elizabeth Sagmiller, Environmental Program Coordinator
Mark Caillier, Councilor	Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Greg Rands, Keizer, reported that the Commission had reviewed the Development Code Text Amendment – Section 2.303 (Off-Street Parking) and recommended adoption by Council. He noted that the Commission had deleted the stipulation about having parking on both sides of the street and changed the weight limit to be consistent with the DMV category. He added that the next meeting Commissioners will review the Economic Opportunities Analysis.

Mayor Christopher announced that the City had received a public art donation "Silverado Express" by Lori McLaughlin. This piece was one of the prize winners in the Keizer Art Association contest. The Chamber Foundation received the artwork and is donating it to the City.

Lyndon Zaitz, Keizer, announced that on August 15 the 4th Annual RiverFair will take place at Keizer Rapids Park. He reviewed activities that will take place at this event including the Pie Eating Contest, the Junior Firefighter Challenge, the Water Balloon Toss, the Paw Paver fundraiser event by the Keizer Parks Foundation and many more. Councilor Clark added that a nature walk will be included in the events as well.

Sherrie Gottfried, Keizer Renaissance Inn & Conference Center, thanked everyone for their assistance during the Good Vibrations Motorcycle Rally. She noted that area business benefited by the event through various venues including the Transient Occupancy Tax collected by the hotel. She reported that visiting vendors had thoroughly enjoyed the City particularly the pride and spirit of the volunteers and noted that if the City is interested in having the event again next year, the letter of interest needs to be submitted; the event would be July 19 through the 22. Councilor McKane thanked Ms. Gottfried and suggested that Council indicate that they would welcome the event next year. Council agreed by consensus to have the City Manager draft a letter inviting the event back and send it to Randy Burke.

John Rizzo, Keizer, referred to a handout he had submitted which included example veterans parking signage and emails from people in support of the proposal. He then read his letter proposing "Reserved for Veterans" parking spaces, reviewed the importance of recognizing the sacrifice our veterans have made, and urged that Keizer be among the first to provide this recognition and gratitude. Discussion then took place regarding the penalty for parking in a designated parking place without a Veteran License Plate. Mr. Rizzo added that the fees paid for a Veteran Plates go to the vet homes in the area. Councilor McKane noted that out of the 23,000 Keizer residents over 18 years old, 4,000 are veterans. He voiced enthusiastic support noting that this would not cost the City anything and would be and excellent gesture of good will. Following lengthy discussion Council indicated that they would like more information regarding the proposal before making a decision.

David Fifer, Keizer, spoke in support of the Veteran Parking proposal reiterating the fact that 17% of Keizer's population over 18 is veterans.

Captain Linnea Collins, a Registered Nurse in the Air Force, also voiced support for the Veteran Parking proposal noting that she felt it was a wonderful way to say thank you for what they have done and are continuing to do.

Jack Madison, Chair of the Board for Keizer Elks, expressed support for the Veteran Parking proposal noting that the Keizer lodge is already in the process of setting up a Veteran Parking slot. He then reviewed assistance that the Elks Lodge had given in providing a place for the initial meeting of the Good Vibrations event and encouraged Council to bring the event back next year and to implement the Veteran Parking program.

PUBLIC HEARING

a. Liquor License –Change of Ownership –

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership and Limited On Premises Sales Liquor License for Mariscos La Sirenita, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background

Mariscos La Sirenita (formerly El Charrito)

check completed, and Keizer Planning Department found the location of the establishment to be properly zoned and had no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Mayor Christopher opened the Public Hearing.

Owner, Lorena Sanchez, noted that she was available to answer questions. Councilor Taylor urged Ms. Sanchez to participate in the Responsible Vendor Program.

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

<u>Councilor Clark moved that the Keizer City Council recommend approval of the application for a Limited On-Premises Sales liquor license for Mariscos La Sirenita under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Motion passed unanimously as follows:</u>

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

b. RESOLUTION – Relating to Erosion Control Fees

Environmental Program Coordinator Elizabeth Sagmiller noted that the staff report given to Council recommends the approval of the Resolution adopting the erosion control fee structure. She provided details including the history of the program, the development of the fee schedule, and staff requirements. She noted that the fee schedule was not set up to fully recover staffing costs for implementation of the program but that over the year staff time will be tracked and a recommendation will be brought to Council when that information is reviewed. She explained the fees being presented with this resolution noting that they are under the 1200C program which allows for one City fee and one City program instead of two. She also reviewed furture training opportunities.

<u>Councilor Clark moved that Keizer City Council adopt a Resolution Relating to Erosion Control Fees. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

c. Proposed Withdrawal of Property Served by

City Attorney Shannon Johnson reviewed the history of this discussion and public hearing and options available. He explained that there may be a question as to whether or not this action is legal or appropriate, pointed out that the statutes seem to be designed for a situation where a City

Marion County Fire District #1 (Clearlake Area)

has a fire department and Keizer does not, but there does not seem to be anything to prevent the method. With regard to a letter received from Marion County today, he noted that he did not have a chance to read it thoroughly and would therefore refrain from commenting on it and refrain from comments of any kind until he has heard from both sides. He noted that each Fire District would get 30 minutes for testimony.

Bob Blackmore, attorney for Keizer Fire District, noted that the Fire District had received the same letter as Mr. Johnson adding that Marion County had mixed up the procedures and statutes. He noted that the first question is whether or not the City has the authority to withdraw territory from a Rural Fire Protection District; ORS 222.520 gives authority to a City to decide who provides services to its citizens. He pointed out that other arguments of the Rural Fire District were invalid because they did not apply to this situation. He agreed with Rural Fire District in that the test is what is in the best interest of the City. He brought attention to the contracted and bonded debt noting that Clearlake residents would continue to be responsible for that debt and would continue to pay that debt for the duration of the bond but not any additional bonded debt or any Keizer Fire District bonded debt already in place. He noted that the property tax would change should the Clearlake area be annexed. Residents would be subject to the $1.35 rate rather than the $1.90 and they would be subject to any local option levy. Therefore there is no windfall gain but everyone would be treated fairly with allocation of debt taking place according to current statute. He then reviewed the process, Keizer Fire obligations, and the equitable distribution of assets. He explained the importance of getting everything finalized during the current fiscal year due to the upcoming proposed bond election, proposed improvements to the Clearlake facility and timelines for putting the issue on the November general election. Mr. Blackmore concluded his testimony noting that this issue matches well with the City Mission Statement in terms of providing services to the community in a coordinated, efficient and least cost fashion. He requested that all materials presented at the previous Council meeting (foam boards and Power Point Presentation) be included in the record and noted that he and his client are comfortable with the letter from Marion County.

Chief Cowan, Keizer Fire Chief, reviewed operational changes, the bond issue, and a map of the affected territory. He noted that the Fire District has been responding to emergencies in the affected area for 20 years but with the termination of the intergovernmental agreement, those calls are no longer going to Keizer Fire and therefore revenue is diminished by $75,000 for this year which was absorbed by not replacing the retiring Fire Marshal; next year it will cost another $75,000 but there is no position to give up to absorb the loss. He added that the volunteers currently serving the Clearlake area through Marion County would be invited to remain at the station and work for the Keizer Fire District. Tax revenue received would be used to hire additional firefighters and paramedics to staff the medic unit. He noted that Keizer is the only city in Oregon that is served by two Fire Districts and this proposal makes sense because Keizer Fire District will serve Keizer.

Joe VanMeter, Keizer, President of Keizer Fire Board, announced that the Board strongly believes the withdrawal and annexation of Clearlake is in the best interest of all Keizer residents because it would provide solid fire district leadership, stability and a sustainable future.

Mr. Blackmore and Chief Cowan then fielded questions and provided clarification regarding the future of the Keizer Fire District financially, the level of service, interoperability of the two entities, continuity of service, automatic mutual aid, tax revenue and indebtedness.

Randy Franke, President of Marion County Fire District, urged Council members to review the notebook provided which outlined a number of the issues that had been raised around the withdrawal and annexation issue and voiced the hope that the information presented would show Council that the proposed withdrawal and annexation is ill thought-out and ill-advised. He noted that it was not about better service to the Clearlake area or about less cost to Clearlake, it is about more money for the Keizer Fire District budget, and asking the City of Keizer to accomplish something that the District cannot do. He stated that the proposal is flawed, exposes the City to legal liabilities and involves a complicated process.

Christopher Crean, attorney for Marion County*,* noted that the ambulance service area is an issue that is determined by the county; the annexation is not about ambulance service but is about balancing the budget. He provided clarification on when the current bonds expire and implementation of the second phase of the current $10 million bond. He noted that issuance of the debt does not have to happen until June 29, 2012 but regardless of whether or not Clearlake is annexed, residents will still have to pay tax. The City then becomes liable for the debt to ensure that the bond will be paid. He explained that Marion County Fire has invested $1,000,000 in renovating Clearlake station, fire trucks, apparatus and equipment for the area and if the City becomes liable for that, someone will have to come up with an equalizing payment; the statute makes the City liable. He provided details on the tax rate with and without the annexation and noted that annexation will result in a loss of services and increased taxes for Clearlake residents. He agreed that both parties are looking to do what is best for the City of Keizer but that fire and emergency services will be reduced if this proposal goes forward; property taxes in Clearlake will go up and the City will assume responsibility for the bond debt.

Kevin Henson, Marion County Fire Chief, provided current statistics related to calls for help from both Keizer and Marion County fire districts noting that they had added ambulance service in order to reduce the need for outside assistance. He noted that the statement that Keizer Fire has been the primary responder to Clearlake is simply not true: Marion County has been providing primary responder service; Keizer Fire District has responded under Mutual Aid Agreements. He explained the difference between “automatic aid” and “mutual aid” and noted that if Clearlake is annexed, Marion County Fire District will have to create a new fire station and resources and retain and move personnel north of Keizer. He noted that Keizer Fire does not own any fire tenders and under the boundaries currently in place, it does not need them because Keizer has fire hydrants, but Clearlake does not have hydrants. He concluded that if Marion County Fire District is gone, the city’s primary Automatic Aid for fire and emergency aid will be gone; or if Marion County responds, it will be from another station which will be further away than the Clearlake station.

Randy Franke noted that a great deal of information had been presented and encouraged Council to review the notebooks carefully. He added that Council is being asked to take action without much time to analyze or deliberate. Council spent six months talking about backyard chickens; surely protection of life and property is worth at least this much time. He cautioned Councilors that passing this issue on to the voters does not free them from what happens in the end.

Mr. Crean stated that he did not feel that Council could adopt the withdrawal ordinance at this meeting because it exceeds the scope of the City’s authority and it cannot take effect in less than 30 days even with the emergency clause. Regarding the annexation resolution the decision of a City to change a boundary is a land use decision and those decisions must have findings that demonstrate compliance with the applicable criteria. The annexation ordinance has no findings and would therefore be remanded by LUBA. He encouraged Council to step back and review the information before making a decision.

Mr. Frank, Mr. Crean and Mr. Henson then fielded questions and provided clarification regarding the ambulance service, service to Clearlake, mutual aid vs. automatic aid, the effect of the division of assets process on public safety, dispatch of emergency calls, and the need for both fire districts to work together. Mr. Hanson pointed out that claims made that Turner Fire District ambulance closed their 24-hour service so that Marion County Medic 33 could go into service were not true; Turner Fire District closed because there was not enough revenue to operate. There is no connection between Marion County and Turner Fire Districts. Additional discussion and clarification took place regarding services with the City of Salem, urban services agreements, the Fire District Bond, Marion County Fire District participation in EVAK and emergency operations planning, funding of operations, the assessed value of the Clearlake area as it relates to Marion County Fire District, setting a precedence with annexed property being turned over to Keizer Fire District, guarantees for staffing at the Clearlake facility, and the ambulance agreement. Further dialog included fire incidents and apparatus, election requirements, responders, negotiations to remedy the issue leading to a boundary change petition to the County, prioritization of bonded projects, revenue and calls responded to, compromise efforts and volunteers.

Attorney for the Keizer Fire District, Bob Blackmore, pointed out that withdrawals by cities, annexation of portions of a city into a district, and cities requesting service from districts is not new. What makes this issue unique is the way in which Keizer developed the Clearlake area but that is historical and there is legal precedence. He noted that there will be paramedics at the Clearlake station should this pass; while they may not be able to transport, they will be able to provide emergency services. He also addressed automatic aid, staffing, and taxation. He concluded his rebuttal noting that the City can withdraw territory from a fire district under the current statute and it can be put to the vote of the people.

Chief Cowan stated that it was about sustainability; the Keizer Fire District has been serving the citizens of Keizer for a long time and will continue to do so. He noted that it would not be necessary for Marion County to build another station because Keizer Fire would take responsibility for the area that the Clearlake station currently serves. He commended all the volunteers. Chief Cowan and Mr. Blackmore then fielded questions and provided clarification regarding the total Clearlake tax comparison, similar withdrawals by other cities from established fire services, the sustainability of Keizer Fire District, the effect of an expanded UGB, staffing, potential changes in service, the procedure taking place in Salem, and how this would affect the entire city of Keizer.

Ken Dawson, Keizer, a resident of Clearlake, expressed the opinion that this conflict is a turf war over money and that he thought it would save him money if Keizer Fire District was serving the area. He then asked Council to decide what is best for Keizer.

Cal Ekstrand, Keizer, a resident of Clearlake, voiced support for annexation stating that he thought it would be good for the residents of Clearlake and the citizens of Keizer.

Ryan Russell, Keizer, a resident of Clearlake and Captain with the Keizer Fire District, explained that the KFD and MCFD have a good working relationship. He voiced support for the Keizer Fire District proposal asking to keep his tax dollars in Keizer adding that conversations with neighbors indicate support for this proposal.

Phil Goulet, Salem, former resident of Clearlake, stated that several farmers in the area had asked him to testify on their behalf and to voice their concern over whether or not Keizer Fire has tankers to carry water to them in case of a fire.

Eric Banick, Keizer, a volunteer for Marion County Fire District, explained that this issue is related to revenue and voiced opposition to the Keizer Fire District proposal. He explained that former members of KFD and personal acquaintances in the Keizer Police Department have indicated that they felt that Keizer Fire taking over Marion County Fire District would be a bad decision. He noted that currently MCFD did not have wild land firefighting equipment or apparatus or water tenders at Station 6, but that at any time assets can be transferred. Staff is wild land equipped and can fight wild land fires with the equipment at the station.

Zachary Zelinski, Keizer, a volunteer with Marion County Fire at Clearlake area and Lake Labish, voiced opposition to the proposed annexation and reviewed activities other than emergency response that the volunteers have recently participated in.

David Zahn Keizer, a resident of Clearlake and a Station Captain at Clearlake station requested that Council spend time researching facts, explained the negative impacts of this proposal and voiced overall opposition to the Keizer Fire District proposal.

Mark Jennings, Keizer, a volunteer with Marion County Fire District and a taxpaying resident of Clearlake, voiced opposition to the proposed annexation and showed a power point showing the community service provided by the Clearlake station MCFD staff.

Michael Tinker, Keizer, expressed confidence in all the brothers and sisters within Marion County Fire District, urged Council to take their time and review all information and noted that the two districts have worked side by side for years. He voiced opposition to the proposed annexation and added that the termination of the ambulance service agreement was not done to provoke KFD and that KFD has wanted to take over the Clearlake area for several years.

Jonathan Loutham, Keizer, a volunteer for Marion County Fire District, expressed opposition to the proposed annexation and stated that MCFD does an excellent job serving the citizens of Keizer, that the issue is solely about money and that if Keizer Fire District is having problems with money they should find alternatives to taking over MCFD.

Orville Downer, Salem, voiced opposition to the proposed annexation and explained that he had been with Marion County Fire District since 1963 and had served in various capacities.

Natasha Lang, Keizer; *Matt Pineda, Keizer; Mike Welter, Keizer; Debra Welter, Keizer; and Jan Landers, Keizer,* all residents of Clearlake, voiced support of Marion County Fire District and opposition to the proposed annexation. All indicated that they were satisfied with the service provided by MCFD and that they felt there was no reason to change and urged Council to take the time for thorough review.

Mr. Welter, President of the Vineyards Phase 1 Home Owner Association, noted that he had corresponded with both Chiefs and he and the Home Owner Association Board had met with both Districts and concluded that this was solely about money. He noted that he had been unable to poll members of the homeowners association for their opinion on the issue due to lack of time.

It was noted that the letter from D. Craig Anderson regarding Turner Fire District and email from Christi Hanna opposing the annexation would be included in the record.

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

Responding to questioning whether the City could adopt an ordinance with an emergency clause at the current meeting, Mr. Johnson explained that he had not fully researched that but had glanced at the statutes and the concept was that any matter that is subject to a referendum should allow 30 days. He explained that there is a process of withdrawal and one of annexation and those could be subject to referendum. However, there remained many unanswered questions that needed further research. He then fielded questions at length regarding the adoption process, election process, appeals, legal battles and costs, and election costs. Council noted the need for more information before making a decision with the understanding that there was a time constraint due to election timing.

<u>Councilor Clark moved that Council table this matter until August 15. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

d. Keizer Development Code Text Amendment – Section 2.303 (Off-Street Parking)

Taken out of Order.
Community Development Director Nate Brown explained that this text amendment was initiated by the Planning Commission because of testimony they received from a developer who was concerned that Keizer does not allow the parking stalls in the garage to count toward parking requirements. He noted that after hearing testimony, the Planning Commission rejected the proposal that would include the garage parking. The remaining issue prohibits home occupations from parking vehicles with a capacity of one ton and allows up to 16,000 pounds. This amendment does not allow garage parking to count towards the required number of parking stalls and changes the “one ton” to a classification that is readily available through the DMV through vehicle registration: gross vehicle weight. This allows greater code enforcement capabilities. Mr. Brown and Mr. Johnson then fielded questions and provided clarification.

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

Councilor Clark moved that Keizer City Council direct staff to prepare an ordinance with findings to adopt the revision to Section 2.303 (Off-Street Parking and Loading). Councilor Taylor seconded. Motion passed unanimously as follows:

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

ADMINISTRATIVE ACTION

a. ORDINANCE – Amending Keizer Development Code Regarding Section 2.203 (Permitted Uses Generally); Amending Ordinance 98-389 (Chickens)

Community Development Director Nate Brown explained that the ordinance included in the packet establishes the allowance of three chickens as pets (no roosters) with coop, pen and setback requirements, as directed by Council. He noted that the permit process is administrative and would be handled by City staff. Councilor Caillier indicated that he had viewed the public hearing portion of the meeting on this issue so that he could participate in this vote.

Councilor Clark moved that Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.203 (Permitted Uses Generally); Amending Ordinance 98-389. Councilor Smith seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith and Clark (4)
NAYS: McKane, Caillier and Taylor (3)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. RESOLUTION – Authorizing the City Manager to Sign State Marine Board Facility Grant Cooperative Agreement for Keizer Rapids Park Boating Improvements

Mr. Brown explained that this is the grant agreement that the Marine Board has asked the City to sign wherein the City agrees to construct a boat ramp under the drawing prepared by the Board which was based specifically upon a negotiated agreement with the Boat Ramp Task Force. It commits the City to spend $250,000, however the Board has been informed that the City is working to get “in kind” donations and alternatives to the $250,000 cash.

Councilor Smith moved that Keizer City Council adopt a Resolution Authorizing the City Manager to Sign State Marine Board Facility Grant Cooperative Agreement for Keizer Rapids Park Boating Improvements. Councilor Taylor seconded. Motion passed unanimously as follows:

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

c. RESOLUTION – Authorizing the Mayor and City Manager to Enter Into Oregon Department of Transportation Local Agency Agreement Surface Transportation Program – Urban For Roundabout at Verda Avenue and Chemawa Road, Keizer

Mr. Brown explained that the agreement is necessary in order for Oregon Department of Transportation (ODOT) to work with the City providing design engineering and construction services for the roundabout at Verda and Chemawa. This project has funding from the Salem-Keizer Area Transportation Study (SKAT) through the State Transportation Improvement Program (STIP). ODOT will assist with meeting all the federal requirements for the project with this agreement. A sketch of this roundabout is in the approved Transportation Plan.

<u>Councilor Clark moved to adopt a Resolution Authorizing the Mayor and City Manager to Enter Into Oregon Department of Transportation Local Agency Agreement Surface Transportation Program – Urban For Roundabout at Verda Avenue and Chemawa Road, Keizer. Councilor Taylor seconded</u>. <u>Motion passed unanimously as follows:</u>

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

CONSENT CALENDAR

A. RESOLUTION – Authorization for Resolution Transfer of Unanticipated Insurance Proceeds to be Used for Capital Outlay Construction
B. RESOLUTION – Establishing the Keizer Festivals and Events Services Team (K-Fest) Committee
C. Approval of June 20, 2011 Regular Session Minutes
D. Approval of July 11, 2011 Work Session Minutes

Councilor Caillier pulled Item C.

<u>Councilor Clark moved that Keizer City Council approve Items A, B and D of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

<u>Mayor Christopher moved that Keizer City Council approve Item C of the Consent Calendar. Councilor Clark seconded. Motion passed as follows:</u>

AYES: Egli, Smith, McKane, Taylor and Clark (5)
NAYS: None (0)
ABSTENTIONS: Christopher and Caillier (2)
ABSENT: None (0)

COMMITTEE REPORTS

Taken out of order.

Mayor Christopher read the report which stated that the Volunteer

a. Volunteer of the Quarter Award – Mike Whitaker

Coordinating Committee had selected Mike Whiteaker as the Volunteer of the Quarter Award for the fourth quarter of 2010. He was nominated by Jeanne Bond-Esser, Chair of the Keizer Parks & Recreation Board, for his donations to the Keizer community. She then read the nomination letter which listed some of his volunteer efforts including assisting with Keizer Little League Park improvements, Keizer Rotary Amphitheater lighting and electrical work, and Keizer Rapids Dog Park irrigation improvements. Clint Holland provided additional information, speaking highly of Mr. Whiteaker's dedication and professionalism. Mayor Christopher presented Mr. Whiteaker with a Volunteer Recognition clock.

COMMITTEE REPORTS

Additional committee reports were postponed due to the late hour.

OTHER BUSINESS

Public Works Director Rob Kissler announced that on August 9 St. Croix access onto Chemawa will be converted to right-in-right-out only. This announcement has been advertised on the website and sent out in writing. Keizer Little League and Keizer Youth Sports Association have been contacted as well.

Nate Brown reminded Council that the August 8 work session will discuss funding visitor information service facilities.

Captain Kuhns announced that in 17 hours and 5 minutes there would be a briefing for National Night Out and there is room for one more Councilor. There are 44 neighborhoods participating.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

August 8, 2011

5:45 p.m. – City Council Executive Session
6:30 p.m. – Urban Renewal Agency Work Session

- Visitor Services Facilities

August 15, 2011

5:45 p.m. – City Council Executive Session
7:00 p.m. – City Council Regular Session

- Public Hearing – Natural Hazard Mitigation Plan Update

September 6, 2011 (Tuesday)

7:00 p.m. – City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 12:25 a.m.

MAYOR: APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, August 15, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:04 pm. Roll Call was taken as follows:

Present:	Staff:
Lore Christopher, Mayor	Chris Eppley, City Manager
Cathy Clark, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Rob Kissler, Public Works Director
David McKane, Councilor	Nate Brown, Community Development
Brandon Smith, Councilor	Marc Adams, Police Chief
Joe Egli, Councilor	Machell DePina, Human Resources
Mark Caillier, Councilor	Susan Gahlsdorf, Finance Director
	Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Mayor Christopher noted that 11 people had signed up to speak on the fire services issue. City Attorney Shannon Johnson explained that the public hearing on this issue was closed at the last Council meeting; matters not related to the Clearlake annexation can be addressed but no testimony regarding the annexation would be allowed. He added that Council could reopen the Public Hearing at a different date to receive testimony. Councilors Smith, Egli and Taylor indicated that they would prefer to move forward and not reopen the public hearing.

<u>Councilor Clark moved that the Keizer City Council reopen the Public Hearing on the Fire Services issue at the September 6, 2011 Council meeting. Councilor Taylor seconded.</u> <u>Motion passed unanimously as follows:</u>

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

Rick Day, Marion County, reported on recent Parks Board actions including

- Improvements to Keizer Rapids Park Disc Golf Course (concrete tee pads) with a related request for $3,000.
- Purchase of a used commercial grade wood chipper. Discussion took place regarding the advisability of having volunteers operate this piece of equipment and City liability.
- A potential movie screen at the amphitheater. $2,000 was requested for a wood frame structure and City indulgence requested to allow the park to remain open later on the nights that movies are shown.

City Manager Chris Eppley explained that improvements (concrete tee pads) for the Disc Golf Course were always planned; and voiced support for the chipper. Mr. Day provided additional information and details regarding all three items. Discussion took place regarding the possibility of installing a permanent structure at the amphitheater that could be used for a movie screen, lighting, backdrop, etc.; Parks Board budget and SDC funds; the effect of flooding on the tee pads. Public Works Director Rob Kissler provided input regarding the disc golf tee pads, urged caution regarding placing any heavy, permanent structure on the amphitheater stage because a portion of the stage is in the floodway, and suggested that the West Keizer Neighborhood Association be consulted prior to scheduling any movies and extending park hours.

Mayor Christopher summarized the Parks Board requests and directed staff to review the projects and provide a recommendation. Councilors McKane and Caillier and Mayor Christopher indicated that they would prefer a permanent structure at the amphitheater rather than the portable structure proposed. Mayor Christopher urged Mr. Day to work with Linda Baker at McNary to develop a permanent structure for the amphitheater that could be used for Community Theater and movies.

Clint Holland, Keizer, added that the Council Parks Tour would be on Monday, September 12. Parks included in the tour would be: Keizer Rapids Park, Willamette Manor, Northview and Sunset. Transportation will not be provided; everyone should plan on carpooling.

Councilor Smith reminded Councilors of the Parks Board discussion regarding expansion of the Urban Growth Boundary to include Keizer Rapids Park and staff's response that this would not be appropriate at the present time but that a Parks Needs Analysis would be appropriate. He noted that staff would need direction from Council to pursue this.

Community Development Director Nate Brown explained that it would take an additional amount of work to document and provide justification necessary to expand the UGB for such a use. He added that staff would be approaching Council on September 6 to apply for a Technical Assistance Grant from Department of Land Conservation and Development. He clarified that work being done on the UGB is the result of the Economic Opportunities Analysis and the Housing Needs Analysis and the Parks Needs and expansion is only periphery to that. Keizer Rapids Park is not a neighborhood park or a local park, it is a regional park. Therefore other things will need to be folded into that; it makes sense to include it in the upcoming work. Council agreed that staff should pursue this and gave staff direction to move forward.

Mr. Holland then reported that the Parks Board had requested that Council direct staff to start the process of opening access from Tate Avenue to Keizer Rapids Park. Councilor Egli questioned if WKNA was included in this request. Mayor Christopher asked Mr. Holland and the Parks Board to prepare a report to Council prioritizing the desired projects by time of year, available manpower and available dollars. Mr. Kissler interjected that he had had a preliminary discussion with the Board of the WKNA and they will be included in the conversation as a design plan is developed for that access. He and Bill Lawyer have studied the area and met with the filbert orchard farmer and the project is moving forward.

Mr. Holland also provided an update of the progress of the dog park irrigation project at Keizer Rapids Park.

Doug Schneider, Keizer, announced that the Economic Opportunity Analysis study and Commissioner Rizzo's Designated Veteran Parking proposal were discussed at the recent Planning Commission meeting. He noted that he is completing his second term as Commissioner and will be "termed out" so he encouraged citizens to consider serving. He noted that Commissioner Jim Jacks has volunteered to serve as Commission liaison on the River Road Renaissance Advisory Committee and the Keizer Urban Renewal Board. Mr. Brown commended Mr. Schneider for his faithful commitment to the city noting that he had been a valuable asset to the committees.

Dave Bauer, Keizer, spoke in opposition of spending money on tourism other than $3,000-$4,000 for a kiosk at Keizer Station. He suggested that funds should be put back into River Road. Mayor Christopher responded that funding was not for tourism but was for visitor services to promote local businesses. Mr. Brown added that there would be a special Urban Renewal Agency meeting on August 24 following the KURB meeting, because the Transit District needs to begin programming for the building and needs to know whether or not to include the additional space.

Bill Quinn, Keizer, acknowledged the contribution that Station 6 has made to Keizer and expressed the opinion that it doesn't matter what patch they have on their uniform because they serve Keizer in emergencies. Mr. Johnson interjected that there would be no testimony allowed on the Clearlake matter tonight. Mr. Quinn then voiced support for the Public Safety Communication fee.

Matt Chappell, Keizer, suggested that the needs of disabled persons be considered when planning the movie nights at the Keizer Rapids Park Amphitheater. He noted that the field used for parking has no lanes or markings creating a potential for liability and questioned who would be liable in the case of an accident. He also suggested that the outer areas of the Civic Center be cleaned up. Rob Kissler noted that there is funding available to improve the ADA access to the stage and that ADA parking is available at the dog park with a paved pathway to the amphitheater. The master plan of the park indicates that there will be an additional road constructed to serve the boat ramp and part of the roadway leads to a small parking lot near the amphitheater which will be paved and striped.

PUBLIC HEARING

a. RESOLUTION ~ Adopting Updates to the City of Keizer Addendum to the Marion County Multi-Jurisdictional Natural Hazard Mitigation Plan

Public Works Director, Rob Kissler, reviewed the history of this issue, noting that the City's plan was approved by FEMA and therefore allows the City to be eligible for FEMA disaster mitigation related funding. He explained the purpose of the Natural Hazard Mitigation Plan noting that the Marion County Plan was amended in July 2011 and the City of Keizer must formally approve their plan. Staff recommends approval.

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

<u>Councilor Clark moved that the Keizer City Council adopt a Resolution Adopting Updates to the City of Keizer Addendum to the Marion County Multi-Jurisdictional Natural Hazard Mitigation Plan. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

ADMINISTRATIVE ACTION

a. ORDINANCE ~ Amending Keizer Development Code Regarding Section 2.203 (Permitted Uses Generally); Amending Ordinance 98-389

Mr. Johnson reminded Council that ordinances passed with less than a unanimous vote must come back for a second reading.

<u>Councilor Clark moved that the Keizer City Council adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.203 (Permitted Uses Generally); Amending Ordinance 98-389. Councilor Smith seconded. Motion passed unanimously as follows:</u>

AYES: Christopher, Egli, Smith and Clark (4)
NAYS: McKane, Caillier and Taylor (3)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. Keizer Fire District/Marion

Public Hearing to be reopened at September 6, 2011 Council meeting.

County Fire District No. 1 – Clearlake Area

c. RESOLUTION ~ Charter Amendment Election – Public Safety Communications Fee

Mr. Johnson explained that City Manager Chris Eppley had indicated that he wished to move forward with a Charter Amendment for the Public Safety Communications fee. He reviewed the fees and details of the fee distribution and budget funds. He then pointed out a change that needed to be made in subsection d on the second page, third sentence should read: "The fund is dedicated only for public safety communication expenses." Further discussion took place regarding distribution to the Fire Districts and definition of communication expense. Mr. Johnson explained that the concept for the charter amendment is broad so that it will apply in changing situations, but details will be worked out in the ordinance.

Councilor Clark moved that Keizer City Council adopt a Resolution for a Charter Amendment Election – Public Safety Communications Fee as amended. Councilor Taylor seconded.

Mayor Christopher noted that she would oppose this because it is too expensive, raises too much money and completely leaves out the 25% of people not paying into the 911 costs: people using prepaid phone cards.

Councilor Taylor expressed support for this because surveys have indicated that the voters preferred this method.

Motion passed as follows:

AYES: Egli, Smith, Caillier, Taylor and Clark (5)
NAYS: Christopher and McKane (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

d. RESOLUTION ~ Authorization for Supplemental Budget – Keizer Station LID Legal Services, Donation Funds, Community Center Funds

Finance Director Susan Gahlsdorf reported that there were three separate budget adjustments to consider. She reviewed the adjustments, Oregon Budget law allowances and the fiscal impact.

Councilor McKane requested that the distribution of the Good Vibrations donations be revised to more equitably repay the parties: $800 to Lakepoint Community Church and $200 to Young Life (because Young Life received a $1,000 donation from the Keizer Chamber of Commerce). He also thanked the various police departments who assisted with the Good Vibrations event. He noted that it was hoped that the fundraising efforts would result in a great enough amount to distribute some funding to the police departments but since those organizations are receiving a benefit from the Transient Occupancy Taxes, he felt that Lakepoint and Young Life should receive these funds. Director Gahlsdorf noted that this ties into the Budget Committee minutes and because it is important to show the TOT revenue dedicated to the police for community events, a budget adjustment will be made as well.

Councilor Egli suggested that each fund be voted on separately noting that when TOT is taken by a City government, the City is required to legitimize it and that budget adjustments cannot be made for items that the City was aware of when the budget was made and the Budget Committee was aware of this and did not deal with it. Director Gahlsdorf explained that in essence, through the community center, the City has made a contribution to tourism. Mr. Eppley added that the City is spending in excess of $11,500 in general fund dollars on tourism activities which justifies the City's right to utilize the TOT to offset those expenditures. Mr. Johnson added that the Resolution could be split to address the two matters separately.

<u>Councilor Clark moved that Keizer City Council leave the Community Center Fund as part of this Resolution as written. Councilor Taylor seconded.</u> <u>Motion passed as follows:</u>

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

<u>Councilor Clark moved that Keizer City Council adopt a Resolution ~ Authorization for Supplemental Budget – Keizer Station LID Legal Services, Donation Funds, Community Center Funds as amended ($800 for Lakepoint Community Church and $200 for Young Life). Councilor Taylor seconded. Motion passed as follows:</u>

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

e. ORDINANCE ~ Relating to the Amendment of the Gas Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance No. 94-285)

City Attorney Shannon Johnson informed Council that a preliminary agreement has been reached on the language with PGE but he did not feel comfortable adopting the PGE agreement in case Northwest Natural came up with an idea that might apply to both franchises. Hence the reason to extend it.

<u>Councilor Clark moved that Keizer City Council adopt a Bill for an Ordinance Relating to the Amendment of the Gas Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance No. 94-285). Councilor Taylor seconded.</u> <u>Motion passed unanimously as follows:</u>

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

ORDINANCE ~ Relating to the Amendment of the Electric Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance No. 94-286)

Councilor Clark moved that Keizer City Council adopt a Bill for an Ordinance Relating to the Amendment of the Electric Utility License Fee Ordinance; Declaring an Emergency (Amending Ordinance No. 94-286). Councilor Taylor seconded. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. RESOLUTION – Regarding Evaluation of City Attorney and Declining to Grant Salary Increase
B. RESOLUTION – Regarding Evaluation of City Manager and Declining to Grant Salary Increase
C. RESOLUTION – Amending the City's Deferred Compensation Plans to Include Roth 457(b) Amendments
D. RESOLUTION – Amending the Resolution Establishing the Keizer Channel 23 Advisory Committee; (Amending R2008-1837, Repealing R2008-1905)
E. RESOLUTION – Amending the City Summer Concert Band Selection Task Force (Amending R2010-2081)

Councilor Clark pulled items D and E from the Consent Calendar. She asked for corrections to the membership of each of these and requested that they be presented for approval at the September 6 meeting.

Mayor Christopher pointed out that declining the salary increase for the City Manager and City Attorney was not due to less than exemplary work. Both parties received high performance evaluations and are doing outstanding work. The lack of salary increase is due to the difficult financial times. She thanked them for this sacrifice.

Councilor Clark moved that Keizer City Council approve Items A, B and C of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

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

COMMITTEE REPORTS

Councilor Egli requested a substitute for the KURB meeting. Councilor Smith volunteered.

Councilor Clark announced Keizer 23 Advisory Committee and Wallace House Bicentennial Group meeting times, praised the recent Keizer Riverfair and thanked Mayor Christopher for serving as pet parade judge.

COMMITTEE REPORTS

Chris Eppley explained that every year Ms. Gahlsdorf submits the City Financial Report and Budget to the Government Finance Officers Association and each year the City gets an Award of Excellence. He read the letter and commended Ms. Gahlsdorf for her good work.

Chief Adams reported that the injured officer and sick officer are both back to work so the Department is working with full staff.

Nate Brown reminded Council of the upcoming Urban Renewal Agency meeting noting that Shannon Johnson would be assisting because he would be out of town. He noted that the Keizer Urban Renewal Board would meet prior to the Agency.

City Recorder Tracy Davis announced that there are openings in the Planning Commission, Budget, K-Fest, Bikeways, Traffic Safety and K-23.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

September 6, 2011 (Tuesday)
7:00 p.m. – City Council Meeting
September 12, 2011
5:45 p.m. – City Council/Parks Advisory Board Work Session
- City of Keizer Annual Parks Tour

September 19, 2011
7:00 p.m. – City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 9:07 p.m.

MAYOR: APPROVED:

Lore Christopher | Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

FOR COUNCIL MEETING OF: September 19, 2011

AGENDA ITEM NO: ____________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: RENA PECK, FEDERAL PROGRAMS MANAGER
CITY OF SALEM URBAN DEVELOPMENT DEPARTMENT

SUBJECT: CONSOLIDATED ANNUAL PERFORMANCE REPORT

ISSUE:

2010/2011 Consolidated Annual Performance Report (CAPR) addressing accomplishments achieved using the City's allocation of Community Development Block Grant (CDBG) and HOME program funds received from US Department of Housing and Urban Development (HUD).

RECOMMENDATION:

Information only.

BACKGROUND:

The City is required to file a CAPR with HUD for the CDBG and HOME Programs (Attachment A). The report lists projects funded through these funding sources including homeless activities, housing activities, public improvements, public service programs, housing rehabilitation, and various required planning and administrative activities. The CAPR assesses the progress made toward the community's housing and community development goals. A public hearing is required by HUD regulations in order to provide citizens an opportunity to comment on the performance of activities. Prior to the public hearing, a notice must be published (a minimum of 15 days) to allow citizens an opportunity to comment. The required comment period will end on September 26, 2011, at noon. As of the writing of this report, no comments have been received. If comments are received, staff will inform Council at the hearing and address all comments before forwarding to HUD.

HUD requires only information recorded in the Integrated Disbursement and Information System (IDIS) during the program year to be reported in the CAPR. Therefore, the financial information summarized in the standard HUD report may not correlate to the City's financial records which are based on accrual accounting methods.

FACTS AND FINDINGS:

1. Opportunity for Citizen Involvement

   A public notice, making the report available, appeared in the Statesman Journal on September 11, 2011. The report has been available at the Salem Public Library, the Salem Housing Authority at 360 Church Street SE, and at the Keizer Department of Community Development; Keizer is a member of the Salem-Keizer Consortium. The Housing and Urban Development Advisory Committee members also received copies of the report.

2. Report Highlights

   The PY 2010/2011 annual report shows activities undertaken during the past fiscal year to address priorities identified in the five-year Housing and Community Development Consolidated Plan approved by Council on May 4, 2009.

   These expenditures include all ongoing and completed projects.

Community Development Block Grant and/or HOME	**Expenditures**
Goal 1 - Homelessness	$1,394,119
Goal 2 – Community Development/Economic Development	$ 116,600
Goal 3 – Affordable Housing	$1,165,914
Goal 4 – Revitalizing Neighborhoods	$ 137,542
Project Monitoring, Management, Fair Housing and Reporting	$ 405,154
Section 108 Loan Repayment	$ 513,455

Attachment A: CAPR

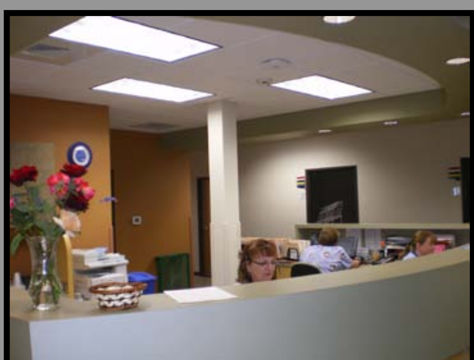
Report Prepared by: Rena Peck, Federal Programs Manager

Fiscal Year 2010-2011

(July 1, 2011 to June 30, 2012)

Community Kitchen

Woodmansee Apartments



West Salem Clinic

Public Services

Consolidated Annual Performance and Evaluation Report

A report on the use of Federal
Community Development Block Grant and
HOME Investment Partnership Program
by the City of Salem, Oregon
Salem/Keizer Consortium

Prepared by City of Salem,
Urban Development Department,
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EXECUTIVE SUMMARY

The 2009-2013 Consolidated Plan (Plan) reflects the City's vision in the development of strong communities by addressing the issue of homelessness, expanding economic opportunities for low and moderate income persons, providing affordable housing and local community development. This Consolidated Annual Performance and Evaluation Report (CAPER) will evaluate and assess the City's performance in meeting its long-range goals during the 2010-2011 Program Year (PY). The CAPER also measures overall performance from 2009 to 2013, the five year period of the City of Salem's Consolidated Plan (Plan).

Ending homelessness is the number one priority identified in the Plan. Staff collaborates with the local nonprofit and public agency leaders to increase alignment with the Plan, the 10 year Plan to End Homelessness and the Continuum of Care Plan. The outcome of this collaboration is expected to increase efficiency and coordination to better serve the community with the limited resources available and create a more unified social service network. Funds were allocated to acquire a homeless shelter and to various public service agencies during the program year to support efforts to prevent homelessness. The City of Salem was allocated $597,562 through the Homeless Prevention and Rapid Re-Housing program which is being administered by the Mid-Willamette Valley Community Action Agency (MWVCAA). Homelessness is an ongoing challenge and will continue to be a high priority for the City.

The second priority identified in the Plan is promoting economic development. In 2010-2011 the City identified an increased need in stabilizing the economy through microenterprises. Two programs were funded to provide business education and training for low income citizens in Salem.

The third priority of the Plan is to expand and sustain affordable housing stock. In 2010-2011 federal funds were used to acquire and/or rehabilitate four multifamily apartment complexes. These projects improved housing for a number of low-income residents in the Salem/Keizer area. Four other housing projects are currently underway and are expected to be completed later this year.

The fourth and last priority identified in the Plan is to revitalize low income neighborhoods. This includes support services that offer refuge to survivors of domestic violence. The Mid-Valley Women's Crisis Services was allocated funds to assist victims of domestic violence. The West Salem Clinic was rehabilitated to increase space to allow for more medical providers for low-income patients. The Salem Family Young Men's Christian Association (YMCA) received a new roof and a community and training kitchen was added to the Marion-Polk Food Share.

This was the second year under the new consolidated plan and the City is on track to meet the five year goals and address gaps. The following is a breakdown of those accomplishments (See table 1C, 2C, 3A for additional details):

Goal 1: Ending Homelessness – Projects included:

TBRA 17 served	YWCA Resource Assistance 443 served
Interim Housing 297 served	Salem Outreach Shelter (SOS) (1 acquisition only)
SOS Case Mgmt 159 served	Salem Interfaith Hospitality Network 154 served
Security Deposit 99 served	

Plan Goal - 2252 clients served **<u>Actual Accomplishment - 1170</u>**

Goal 2: Promote Economic Development – Programs included:

MERIT 36 served	Interface Network 37 served

Plan Goal - 75 **<u>Actual Accomplishment - 73</u>**

Goal 3: Affordable Housing – Project included:

Meadowlark Village 29 served
Southview Terrace 52 served
Single Family Rehabilitation (SFR) 17 served
Woodmansee Apartments 11 served
Community Home (1 acquisition only)
Critical Repair 6 served

Plan Goal - 114 **<u>Actual Accomplishment - 116</u>**

Goal 4:Revitalize Low-Income Neighborhoods – Programs included:

Mid-Valley Women's Crisis Shelter 1521 served
Marion-Polk Food Share 30,430 served
YMCA roof project, 16,259 served
West Salem Clinic 6548 served

Plan Goal - 0 **<u>Actual Accomplishment - 4 projects</u>**

The City met three of the four Plan Goals and will continue to strive to reduce the gaps identified and achieve the goals of the consolidated plan.

<u>SUMMARY OF RESOURCES AND DISTRIBUTION OF FUNDS</u>

In the following pages, the CAPER documents the accomplishments of federal investments within the cities of Salem and Keizer through the following funding sources:

- **CDBG – the Community Development Block Grant**
  The CDBG program assists the City of Salem in addressing homelessness, economic development, affordable housing, and community development needs. CDBG is administered by the City of Salem, Urban Development Department, Housing and Social Services Division (HSS).

- **HOME – the HOME Investment Partnerships**
  The HOME program funds the acquisition, construction, rehabilitation of affordable housing and also assists renters and homebuyers. The City of Salem and the City of Keizer entered into a Consortium agreement to allow both communities to benefit from the affordable housing objectives.

During PY 2010-11 the following funds were available to award for eligible projects and programs to further the objectives of the consolidated plan:

Program	Funds available	Funds Committed	Funds Expended	Program Income
CDBG	$2,085,560	$1,874,901	$2,527,501	$513,778
HOME	$982,541	$976,696	$ 732,416	$200,000

The City does not participate in a Section 108 program and therefore there are no proceeds.

Geographic distribution and location

The City of Salem provides CDBG assistance to low income persons or families within the city limits of Salem. HOME funds assist low-income persons or households within the city limits of both Salem and Keizer. In compliance with the Fair Housing Act, the Salem-Keizer Consortium attempts to avoid undue concentrations of affordable housing development within areas of low income or minority concentration. The Consolidated Plan promotes housing choices throughout Salem and Keizer for very low and low-moderate income individuals and families, especially near employment, shopping and supportive services.

CDBG infrastructure projects, such as parks, benefit specific geographic areas and are located in low and moderate-income areas based on the identified service area.

Specific CDBG and HOME project locations are included in the Appendix maps which identify the areas with a concentration of low income households based on the 2000 census information. Also included is a map with areas of minority concentration. Within the Salem area, persons of Hispanic descent represent the largest minority population in the community.

The following HOME projects were completed during the 2010-2011 program year. Those with an asterisk were completed during the program year but were funded in previous years as noted:

Project	Geographic Location	Census Tract	Amount Funded	% Expended
* Tenant Based Rental Assistance (TBRA) (09/10)	2475 Center St NE	8	$145,665	100%
Security Deposit & Admin	360 Church St SE	2	$48,127	100%
*Southview Terrace (09/10)	375 Fairview Ave SE	12	$258,676	100%
Community Home, land acquisition	2579 Wallace Rd NW	4	$127,256	100%
*Woodmansee Apartments (08/09)	4685 Sunnyside Rd S	21	$228,285	100%
Salem-Keizer CDC, CHDO Administration (SKCDC)	945 Columbia St NE	3	$22,513	100%
Catholic Community Services (CCS), CHDO Administration	3737 Portland Rd NE	4	$24,500	100%

The following projects were completed during the 2010-2011 PY with CDBG funds:

Project	Geographic Location	Census Tract	Amount Funded	% Expended
Fair Housing	506 SW Sixth Avenue, Portland	53	$12,500	100%
*West Salem Clinic (09/10) (WS Clinic)	1233 Edgewater St NW	51	$111,844	100%
Community Kitchen	1660 Salem Industrial Way NE	4	$540,258	100%
YMCA Roof Rehab	685 Court St NE	2	$67,542	100%
* Salem Outreach Shelter (SOS), 2933 Center ST NE (08/09)	2933 Center Street NE	7	$379,237	100%
Latino Microenterprise	161 High Street SE, Suite 234	2	$50,000	100%
MERIT Microenterprise Program	626 High Street NE, Suite 210	2	$66,600	100%
Single Family Critical Repair (CR)	360 Church St SE	2	$31,569	81%
Single Family Rehabilitation (SFR)	360 Church St SE	2	$374,845	77%
Interim Housing	1164 Madison St NE	3	$81,319	100%
YWCA: SOS case management	2933 Center Street NE	7	$19,508	100%
Mid-Valley Women's Crisis Services (WCS)	795 Winter St NE	2	$70,000	100%
Salem Hospitality Network (SIHN)	1055 Edgewater St NW	51	$14,970	100%
YWCA: Resource Assistance Program (RAP)	1255 Broadway NE, Suite 110, Room 116	3	$53,191	100%
Meadowlark Village	4921-4979 Sunnyside Rd SE	21	$147,271	100%

THREE –FIVE YEAR GOALS AND OBJECTIVES

The 2009-2013 Housing and Community Development Consolidated Plan (Plan) established four (4) primary goals listed below for allocating Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds.

Projects receiving an allocation of CDBG or HOME funds or funds carried over from previous years, helped the City meet the four (4) goals of the Plan by assisting individuals and families earning 80% or less Median Family Income (MFI).

Accomplishments

The following is a summary of the goals identified in the Plan.

Goal 1 End Homelessness

- Create new permanent housing beds for chronically homeless persons.
- Prioritize capacity building among social service agencies to identity and assist persons at risk of homelessness, their needs, and support systems available.
- Direct housing and community service programs including supportive employment and vocational training to chronically homeless persons.

Goal 2 Promote Economic Development

- Support community economic development activities and diversification that generate jobs and lead to sustainable self-sufficiency living standards for low- and moderate- income individuals and families.
- Expand neighborhood revitalization strategies that link physical, economic, and social programs to Salem's historic character.
- Support entrepreneurship and micro-enterprise initiatives directed at capacity development for small businesses.
- Strengthen institutional capacity to enhance the vitality of the downtown retail, business, and housing environment.

Goal 3 Expand and Sustain Owner and Renter Affordable Housing Stock

- Support organizations that provide affordable housing and housing rehabilitation programs to low- and moderate-income persons.
- Provide single family rehabilitation and critical repair grants/loans to low- and moderate-income residents.
- Direct HUD funds to low income neighborhoods to maintain, improve, and revitalize affordable housing.
- Develop new affordable housing on vacant or abandoned lots.

Goal 4 Revitalize Low-income Neighborhoods

- Promote education and outreach programs to lenders and potential low- moderate-income homebuyers about available homebuyer assistance programs
- Support housing and social service activities that promote housing accessibility
- Ensure equal access to affordable housing resources devoid of predatory/unfair lending

Progress toward Goals

The City has made great strides in meeting the objects of the consolidated plan. This is the second year of the plan and the City is on target. The following table identifies the total number of projects/programs the City completed in 2010-2011 with CDBG and HOME funds. As the second column (Goal/Actual 2010) indicates, the City met or exceeded every goal except Revitalize Low Income Neighborhoods. The City has aggressively been working toward filling the unmet needs of services and housing for extremely low income families and individuals which includes working with various partners throughout the community.

The table below identifies the number of individuals and households served for the 2010 year as well as the project goals and how the met the consolidated plan goals:

Table 1, Goal and Outcomes

Consolidated Plan Goals and Outcome Indicator	Number of Persons Served	Total Amount Funded	Goal/Actual 2009	Goal/Actual 2010	GOAL 2011	GOAL 2012	GOAL 2013	To Date Total Goal/Act
Goal 1 - End Homelessness: • YWCA RAP (SL-3) **443 served** • SIHN (SL1) **154 served** • SOS Case Mgmt (SL-3) **159 served** • SOS property acquisition (Sl-1) **1 unit** • Security Deposit Pgm (DH-1) **99 served** • Interim Housing Pgm (DH-1) **297 served** • TBRA (DH-2) **17 served** • Community Kitchen (SL-3) **30,430 served** • WS Clinic (Sl-1) **6548 served**	**38,148 Total**	$1,394,119	5/6	5/9	5	5	5	25/15
Goal 2 – Promote Economic Development: • MERIT Program (EO-1) **36 served** • Latino Microenterprise Pgm (EO-1**)** **37 served**	**73 Total**	$116,600	2/2	2/2	2	2	2	10/4
Goal 3 – Expand/Sustain Owner/renter affordable housing stock: • SKCDC, CHDO Admin (DH-1) **0 served** • CCS, CHDO Admin (DH-1) **0 served** • FHCO Admin (DH-1) **0 served** • Meadowlark Rehabilitation (DH-2) **29 served** • Southview Terrace Rehabilitation (DH-2) **52 served** • Community home, Acquisition (DH-1) **1 served** • Woodmansee Apartments (DH-2) **11 served** • CR Program (DH-2) **6 served** • SFR (DH-2) **17 served**	**116 Total**	$1,227,414	5/11	5/9	5	5	5	25/19
Goal 4 – Revitalize Low-income neighborhoods • WCS (SL-3) **1,521 served** • YMCA roof replacement (SL-3) **16,259**	**17,780 Total**	$137,542	3/3	3/2	3	3	3	15/5

OUTCOME INDICATOR

OBJECTIVE/OUTCOME = DH-1 (increasing the availability and accessibility of decent housing)
The City of Salem funded $275,111 in HOME and CDBG funds to acquire property for low income and special needs families to obtain a suitable living environment.

TBRA & Administration	2475 Center St NE	$145,665	HOME
Security Deposit & Administration	360 Church St SE	$48,127	HOME
Interim Housing Assistance	1164 Madison St NE	$81,319	CDBG

OBJECTIVE/OUTCOME = DH-2 (increase the affordability of decent housing)
The City of Salem funded $47,013 in HOME funds to provide Community Housing Development Organizations (CHDO) administrative support.

SKCDC, CHDO Admin	945 Columbia St NE	$22,513	HOME
CCSF, CHDO Admin	3737 Portland Rd NE	$24,500	HOME

OBJECTIVE/OUTCOME = DH-3 (sustainability of decent housing)
The City of Salem funded $634,232 in CDBG and HOME funds for multi-family housing projects.

Woodmansee Apartments	4685 Sunnyside Rd S	$228,285	HOME
Southview Terrace Apartments	375 Fairview Ave SE	$258,676	HOME
Meadowlark Village Apartments	4921-4979 Sunnyside Rd SE	$147,271	CDBG

OBJECTIVE/OUTCOME = SL-1 (availability of a suitable living environment)
The City of Salem funded $618,337 in CDBG and HOME funds to provide a suitable environment.

Community Home, land acquisition	2579 Wallace Rd NW	$127,256	HOME
SOS (property acquisition)	2933 Center ST NE	$379,237	CDBG
WS Clinic Rehabilitation	1233 Edgewater St NW	$111,844	CDBG

OBJECTIVE/OUTCOME = SL-2 (affordability of a suitable living environment)
The City of Salem funded $406,414 to increase the affordability of decent housing. The Single Family Rehabilitation Program was funded from both CDBG and HOME, depending on the project location.

Single Family Rehabilitation	360 Church St SE	$374,845	CDBG/HOME
Single Family Critical Repair	360 Church St SE	$31,569	CDBG

OBJECTIVE/OUTCOME = SL-3 (sustainability of a suitability of living environment).
The City of Salem funded $607,800 for community projects and $157,669 for public services.

YMCA, Roof Rehabilitation	685 Court St NE	$67,542	CDBG
Community Kitchen	1660 Salem Industrial Dr NE	$540,258	CDBG
Women's Crisis Services	795 Winter St Ne	$70,000	CDBG
SOS (Case Mgmt)	2933 Center ST NE	$19,508	CDBG
SIHN	1055 Edgewater St NW	$14,970	CDBG
YWCA, RAP	1255 Broadway NE	$53,191	CDBG

OBJECTIVE/OUTCOME = EO-3 (provide economic opportunity through new and improved accessibility and opportunities). The City of Salem committed $116,600 to provide training and technical assistance through two microenterprise programs.

MERIT Microenterprise	626 High Street NE, Suite 210	$66,600	CDBG
Latino Microenterprise	161 High Street SE, Suite 234	$50,000	CDBG

Changes to program

There have been no programmatic changes implemented at this time.

ASSESSMENT OF ANNUAL PROGRESS

AFFIRMATIVELY FURTHERING FAIR HOUSING

The City of Salem supports affirmative marketing efforts and training programs undertaken by local organizations such as the Multi-Family Housing Council and the Board of Realtors. All successful applicants agree to develop and follow an approved affirmative marketing program based on federal and City requirements.

The City also requires all housing subrecipients to provide an Affirmative Fair Housing Marketing Plan. These plans must indicate how they will market housing units in the community fairly and reach the populations most difficult to house. The City ensures that all public notices comply with fair housing regulations and that all protected classes are included.

The City markets the Critical Repair and Single Family Rehabilitation programs in local papers and Hispanic publications. The City provides flyers to neighborhoods and known minority organizations. The City updates the stakeholder list as staff becomes aware of additional organizations that could possibly benefit from federal funds.

The Human Rights and Relations Advisory Committee (HRRAC) is active in several areas of fair housing and human rights. The City provides staffing and oversight of the HRRAC and creation of partnerships at the state and local levels to enhance human rights within the community. Staff oversees the administration of the Salem City Ordinance for protected classes as well as the City's Title VI and Limited English Proficiency Plans.

The HRRAC and Federal Program staff attempt to mediate and find resolution to citizen issues to the satisfaction of the parties concerned. In PY 2010-2011 the City received 17 complaints related to rental housing or tenant issues. All of those were resolved through the City of Salem Human Rights process. Eight complaints were referred to another agency and have been closed.

The Fair Housing Council of Oregon receives complaints from citizens throughout the state on housing and other issues. During the 2010-2011 PY 175 calls, across the state, were received with 84 of those in Salem.

Race Break Down for the fair housing calls is as follows:

84% White	3% Black African American
2% Asian	1% Native Hawaiian or Pacific Islander
2% American Indian/Alaska Native & White	1% American Indian/Alaska Native
1% American Indian/Alaska Native & Black/African American	6% Other Multi-Racial

*Hispanic is contained within definition white (17% Hispanic)

Below is a breakdown of fair housing calls by protected class with disability being the most common complaint due to lack of reasonable accommodations.

37% Disability	27% Familial Status
27% National Origin	9% Age

Ongoing efforts are made to educate staff, sponsors, the public and other governmental agencies on housing needs and fair housing laws within the community. A fair housing seminar was sponsored by the City in May 2011 and was attended by 24 various organizations including State of Oregon Department of Human Services, Mid-Valley Community Action Agency, Oregon Rental Homeowners Association, and Adult Mental Health.

In recent years, fair housing programs and practices have made great strides towards addressing many actual and potential impediments in the cities of Salem and Keizer. In 2010-2011 funds have been awarded to the Fair Housing Council of Oregon (FHCO) to continue the educational outreach to ensure the community continues to treat all citizens fairly. FHCO is also making efforts to eliminate the Fair Housing issues identified in the 2007 Analysis of Impediments to Fair Housing.

Summary Impediments of Fair Housing

Below are the impediments to Fair Housing identified in the 2007 Analysis:

Impediment #1: Language and Cultural Barriers

As Salem and Keizer's minority population continues to grow, increasing cultural and language differences become impediments in various forms. Complaints filed with HUD and City of Salem Human Rights and Relation Commission indicate that even though language is not a protected class, it aligns with national origin, ethnicity and sometimes race. When adequate communication is absent, issues of discrimination arise either intentionally or unintentionally. The City encourages sponsors to have bi-lingual staff or resources available to assist tenants who are not fluent in English.

- **Actions to Overcome Impediment #1:**
  As Salem and Keizer minority Hispanic/Latino population continues to grow, additional efforts have been taken to ensure the Annual Plan, Consolidated Plan and CAPER public notices are published in Latino publications. The City of Salem has a language line to translate over 20 different languages. The City also maintains a list of employees fluent in various languages to provide assistance to customers. The City has a contract in place to translate documents into Spanish to aid Hispanic clients. The City of Salem website can translate over a dozen languages with relative ease. This program has been tested by a number of community members who have provided very positive feedback.

Impediment #2: Lack of Knowledge of Fair Housing Resources/Rights
Housing consumers, especially those classified as protected classes within the community need sensitization on their housing rights. Lack of knowledge of the complaint process and availability of housing resources is acknowledged to be an impediment to fair housing. This is because it intensifies discriminatory practices by failing to identify and eliminate them. When the City is made aware that potential discriminatory issues have occurred, citizens are referred to the Human Rights and Relations Commission or the Fair Housing Council of Oregon..

- **Actions to Overcome Impediment #2:**
  The City of Salem's General Fund provided assistance to Mano a Mano, a Latino organization, to serve as a bridge to connect Hispanic clients to service providers. Services provided include rental application fees, security deposits, interim housing assistance, food, and other basic necessities. The Salem Housing Authority has a number of Spanish speaking case managers to assist clients in obtaining security deposits and interim housing assistance. If a client speaks only Spanish, they are automatically assigned to a case manager who can assist them in Spanish. Fair housing posters are located in public areas of all federally funded properties. During monitoring, the checklists include poster review and the City will provide additional posters as requested.

  The City provided funding to the Fair Housing Council of Oregon to help with random housing testing, education to tenants, landlords, as well information to mortgage consultants.

Impediment #3: Housing Industry Practices
Housing industry practices as well as additional requirements and cost make both rental and owner occupied residential housing inaccessible to low and moderate-income families.

Impediments analysis and education is important to increasing awareness of agencies and private individuals who provide housing in the community. Housing consumers, especially those classified as protected classes in the community, need sensitization on their fair housing rights, complaint processes, and the availability of affordable housing assistance programs. Lack of knowledge regarding the complaint process is potentially an impediment to fair housing because it intensifies discriminatory practices by failing to identify and eliminate them.

- **Actions to Overcome Impediment #3:**
  Data from the Home Mortgage Disclosure Act (HMDA) indicted there was unequal lending on the basis of ethnicity and race in Salem. The 2009-2013 Consolidated Plan recognizes this fact and stresses support actions to increase affordable housing stock and reduce the cost burden for residents of Salem.

  The City continues to inform and educate affordable housing developers, property managers, realtors, and lenders to the rules and requirements under the Fair Housing Act by providing fair housing summits. All organizations receiving federal funds must comply with all federal housing laws. The HRRAC and FHCO screen calls and assist landlords and tenants in the Salem/Keizer area with fair housing compliance. During the 2010-11 PY, funds have been dedicated to the FHCO to increase education and market auditing as well as eliminate the identified impediments to fair housing.

Other Impediments
The impediments analysis identified numerous barriers to fair housing in Salem and Keizer. Several barriers to affordable housing were also identified in the Consolidated Plan to be problems intensifying the lack of access and availability to fair housing choices. Some of the barriers to affordable housing include:

- Population growth
- Decreased financial resources for families, agencies, and publicly funded assistance programs
- Relatively high housing development fees and system development charges
- Resistance in some neighborhoods to accept special needs affordable housing
- Rental application fees and security deposits

The City of Salem, General Fund and CDBG programs provide over $546,780 in public service funds to assist families struggling for basic needs. Programs funded included those providing crisis support, food, and shelter so families have decent, safe and sanitary housing to eliminate barriers to fair housing in the area.

The City continues to provide System Development Charge waivers for organizations constructing new affordable housing using federal funds. This helps eliminate housing barriers by keeping construction costs lower which allows more affordable housing options.

All sponsors requesting funds for construction and rehabilitation projects are required to submit documentation they have public support for their project. This can include support from the neighborhood association where the project is located or documentation of a town meeting, including outreach efforts to invite the public for input on projects.

Community Housing Development Organizations (CHDO's) are required to have 1/3 low-income representation on their boards. Annually during recertification and prior to the release of any funds, the three local CHDO's are required to provide documentation this has been met.

AFFORDABLE HOUSING

The City has made great progress in meeting the affordable housing objectives indentified in the Plan. Table 2A includes the goals and actual progress made in housing low income citizens, including the actual number of extremely low income, low income and moderate income renter and owner households assisted. This table also includes the number of households served that meet the Section 215 requirements. NOTE: The information below does not correspond with PR23 due to a programming error under review.

Table 2A Priority Housing Needs/Investment Plan Goals

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
Renters			Interim, SD, TBRA, Woodmansee, SV, Meadowlark			
0 - 30 of MFI	495	99/70	99/342	99	99	99
31 - 50% of MFI	608	121/10	121/122	122	122	122
51 - 80% of MFI	1,222	244/14	244/41	244	245	245
Owners			Single Fam Reh/Critical Repair			
0 - 30 of MFI	89	17/6	18/13	18	18	18
31 - 50 of MFI	136	27/10	27/10	27	27	28
51 - 80% of MFI	104	20/31	21/0	21	21	21
Homeless						
Individuals	220	44/620	44/628	44	44	44
Families	80	16/215	16/242	16	16	16
Non-Homeless Special Needs						
Elderly	155	31/42	31/0	31	31	31
Frail Elderly	0	0	0	0	0	0
Severe Mental Illness	0	0	0	0	0	0
Physical Disability	0	0	0	0	0	0
Developmental Disability	0	0	0	0	0	0
Alcohol/Drug Abuse	0	0	0	0	0	0
HIV/AIDS	0	0	0	0	0	0
Victims of Dom Violence	0	0	0	0	0	0
Total	0	0	0	0	0	0
Total Section 215						
212 Renter	2325	464/94	464/505	464	464	464
215 Owner	329	64/47	66/23	64	64	64

Worst Case Needs

In 2010-2011, the interim housing, security deposit and tenant based rental assistance programs were allocated $261,869 to address worst case needs of low-income renters with severe cost burden, those in substandard housing, or those involuntarily displaced. Public service programs were allocated $163,265 in CDBG funds and $383,515 in general funds to assist worst case emergency needs throughout the city. There are still unmet needs within the City of Salem and Keizer but through local collaboration efforts will continue meet those needs. During the 2010-2011 PY there were no tenants involuntarily displaced due to rehabilitation or construction projects.

Accessibility Needs

Accessibility needs of persons with disabilities are addressed with the rehabilitation of all rental and construction projects funded with CDBG or HOME. All construction and rehabilitation projects are required to meet ADA guidelines as applicable. All programs funded are required to have ADA access and provide reasonable accommodations as requested.

CONTINUUM OF CARE SPECIAL NEEDS/SUPPORTIVE HOUSING

The City of Salem and the City of Keizer supports Continuum of Care applications from other agencies in the community. In addition, the Consortium has provided funding for specific types of housing, targeted to the Continuum of Care as one of the Plan priorities. This would include projects for transitional housing; emergency housing and special needs housing.

The City provides funds to MWVCAA for tenant based rental assistance (TBRA) which is combined with the ARCHES Program to support individuals and families and connect them to housing and other Continuum of Care programs. The City of Salem staff does outreach to private sector developers and agencies that can produce additional shelter capacity, transitional and special needs housing.

The MWVCAA is the lead agency for the Continuum of Care. This organization provides leadership and funding to local nonprofit agencies that support those who are homeless and those at risk of homelessness. Through the efforts of MWVCAA, a collaborative of all Continuum of Care contractors gather with other interested community partners to discuss local homeless issues and identify methods to address these issues. In addition to providing services to homeless persons with mental health issues, drug/alcohol addictions and those with disabilities, the Continuum of Care has implemented procedures that include early intervention with those who have recently become homeless and those who are at-risk of becoming homeless due to recent unemployment. Funding for the Homeless Prevention and Rapid Re-housing Program has made this additional intervention possible.

The social service programs with CDBG funds committed in 2010-2011 include case management for a domestic violence crisis shelter, case management for transitional housing, TBRA, and a resource assistance program that coordinates direct services within the City. The primary function of the transitional shelters is to coordinate with community partners to assist homeless persons make transition into permanent housing and independent living.

MWVCAA conducted the annual homeless count and survey on January 26, 2011 to determine the number of homeless individuals and families in the community. The 10 year Plan to End Homelessness can be found at www.mwvcaa.org along with all the findings from the one night homeless count. These reports are valuable tools that enable the community and social service agencies to better assess, understand and address the needs of the homeless individuals who are part of the Salem community.

The 10 Year Plan to End Homelessness includes a goal to provide a day of services to the homeless community. In March 2011 a Homeless Connect Program was held. This one day program was located at a local church which brought 50 social service agencies together to aid over 674 homeless individuals. Assistance for the homeless ranged from offering help in maneuvering the social service system, to contributing free clean clothing, providing a warm meal, giving care for animals, providing dental and medical assistance as well as many other much needed services. This was the third year of this event and was again deemed a huge success.

Housing Transition

Homeless Prevention and Rapid Re-housing funds has made it possible for the Continuum of Care to increase early intervention with those families who are at risk of becoming homeless, making certain that families are fully aware of local resources to which they are entitled. Short-term rental assistance has also been provided to families to help bridge the gap when their funds have been depleted because of lengthy unemployment. Interfacing with local homeless shelters enable services to be offered to families who have recently become homeless. Other Continuum of Care programs provide transitional housing case management to the homeless to increase the family’s ability to become self-sufficient and move into permanent housing. One Continuum of Care program provides permanent housing for disabled persons who were formerly homeless.

MWVCAA and their social service partners continue to outreach with other agencies to prevent homelessness and to help homeless persons make the transition to permanent housing and independent living. In the 2010-2011 PY, MWVCAA received $597,652 in Homeless Prevention and Rapid Re-housing Funds from the City of Salem and $818,455 from the State of Oregon to expend over the next three years. They also received $663,672 in CSBG ARRA funds to expend by September 30th, 2010. These programs provided support for the homeless or those at risk of homelessness.

HOMELESS SuperNofa

The Continuum has been awarded funding through the Permanent Housing Bonus Project to increase services to disabled persons who were formerly homeless. Shangri-La Corporation will provide permanent housing for these individuals and provide case management to help them increase their self-sufficiency.

OTHER ACTIONS SUPPORTING THE "PLAN"

All of the actions taken by Federal Programs in the management of HOME and CDBG funds are completed in support of the CDBG or HOME program goals and/or to help successfully meet the Plan goals. The City of Salem is committed to assisting the citizens of Salem and Keizer in obtaining clean, safe, affordable living conditions, increasing self sufficiency and supporting social service needs.

Obstacles in Meeting Underserved Needs

The following obstacles have been identified in meeting all of the community needs: 1) difficulty in obtaining additional funding partners for new construction projects to serve low income families; 2) the high and continuing unemployment rate; 3) fewer families are able to maintain stable housing and 4) the homeless rate and people requiring social services continues to increase.

Coordination between public and private housing and social services agencies is an extremely important activity in meeting the underserved population. The City participates in the Continuum of Care Collaborative, which is comprised of various housing and social service agencies. The ongoing collaboration with local organizations provides better service to the underserved by streamlining services. Partnering with these institutions is vital to overcoming any gaps in institutional structure and meeting the underserved needs in the community.

Foster Affordable Housing

Affordable housing is the City's number three priority. The City continues to help foster and maintain affordable housing by providing HOME funds to Community Housing Development Organizations (CHDO) and other nonprofit housing organizations. These partnerships have helped to remove some of the many housing barriers which can consist of cost, availability and location of housing. As mentioned, the City provides System Development Charge waivers for organizations constructing new affordable housing using federal funds. This helps keep the cost of construction down which in turn allows for lower rents. These organizations are then required to maintain the property as affordable housing for a prescribed number of years. To ensure affordable housing is maintained the City follows all compliance monitoring requirements on a regulated schedule.

When property is acquired or rehabilitated, steps are taken to cause as little disruption as possible for tenants. Actions are taken to avoid displacement whenever possible. Required notices are initially sent to tenants as part of the application process and once funding is awarded. Verification these steps have been taken is a condition of funding. Staff attends Uniform Relocation Act (URA) training whenever offered and trains sponsors on the importance of compliance.

Elimination of Barriers to Affordable Housing

The City partners with the local housing authority and other organizations to provide funds for housing improvements. This coordination of housing delivery reduces gaps and improves public housing for the citizens of Salem and Keizer. It also increases efficiency of funds that are never sufficient to serve all of those in need of services.

Gaps in Institutional Structures

Through the analysis conducted when the Plan was completed, the City identified gaps in homeless services, economic development and affordable housing. The City has been working with local partners to provide additional services and housing. To overcome gaps HSS cooperates with other City departments essential to the administration of the CDBG program as it relates to projects or programs outlined in the Plan. The City ensures that adequate public participation is obtained during both program development and program implementation.

The City is a partner in the Continuum of Care consortium and the Emergency Housing Network. Both of these groups work to fill gaps in services. The City provides general funds to various organizations providing essential services to low income individuals and families. All projects that receive general, HOME and CDBG funds are required to meet the eligibility standards set forth by the US Department of Housing and Urban Development. In some cases the general fund programs do not fit into the federal guidelines and exceptions are made on a case by case basis.

Public Housing and Resident Initiatives

Meadowlark Village, a public housing facility, was the only project completed using CDBG funds. This project included replacement of windows and front and back entry doors to increase energy efficiency and reduce utility expenses for tenants. The Security Deposit program was funded and is available to all residents, including those interested in living in public housing facilities.

The Salem Housing Authority (SHA) operates the Family Self Sufficiency Program. This program connects Section 8 or Public Housing tenants to outside resources to remove barriers that prevent them from being self sufficient and the program helps them achieve better living conditions. Staff assists tenants in setting individual goals such as financial management, preparation for homeownership, completion of GED or vocational training to acquire job skills which often translates into higher income jobs and self sufficiency. The goals are converted into a five year contract which includes completion dates or deadlines to help keep tenants accountable. Staff meets with tenants on a quarterly basis or more frequently if needed to offer encouragement and moral support throughout the five year period. One SHA position is funded through Public Housing to assist senior clients residing in public housing who rely on resources so they can continue to live independently.

SHA encourages residents to be involved in a variety of activities involving public housing management. Robert Lindsey Tower (RLT), a public housing for tenants 62 years and older, has a Tenant Association which is a formal board comprised of tenants who address a variety of complex issues that impact their community. RLT has a Resident Service Representative who receives a stipend to act as the "eyes and ears" for the property and also serves as a recycling coordinator.

The bylaws of both the SHA and the Housing Advisory Committee require at least one tenant serve on the board with a goal of at least 3-5 tenants attending. There is no maximum number of tenants who can participate. Tenants are always welcome to attend meetings without actually serving on the committee.

The Family Self Sufficiency Program Coordinating Committee (PCC) is comprised of residents and social service professionals who review proposed changes to the Action Plan. The Resident Advisory Board is responsible for reviewing the annual Public Housing Annual Plan. Tenants are sent newsletters and other correspondence to ensure awareness of SHA activities and are encouraged to provide feedback to staff.

All tenants are given a 30-60 day period to comment on updated utility allowances, changes made to the security deposits, updates to maintenance charges, modifications to the Admission and Continued Occupancy Policy, as well as revisions to leases and addendums or other items that could directly affect them.

Reduction of Lead-based Paint

The evaluation and reduction of lead-based paint hazards is included in standard operation procedures for all funded projects and programs. Lead based paint inspections are required on all Single Family Rehabilitation projects built before 1978. If lead based paint is found at a level unacceptable by HUD, abatement will be required. Lead based paint abatement loans are available up to $10,000 and are forgivable after one year.

To ensure that housing assisted by CDBG and HOME funds are safe, the City continues to perform lead-based paint inspections on all CDBG or HOME supported rehabilitation activities. This effort is in support of HUD’s goals of having all homes lead-safe by 2011. The City of Salem completes HOME rental housing inspections on all projects funded with HOME dollars. These inspections are part of the HOME monitoring effort and all units inspected must meet Salem’s Local Housing Codes. The City’s local housing codes exceed the requirements of Housing Quality Standards (HQS).

Compliance with Comprehensive Planning

The City uses a systematic approach to managing the CDBG program. Activities considered during the application/funding process are tested for adherence to 24 CFR Part 570.208 with respect to meeting one of the following national objectives: 1) Benefit to Low-Income; 2) Elimination of Slum and Blight; and 3) Urgent Need to ensure all activities meet the low-income benefit objective. City staff reviews the eligibility of an activity pursuant to 24 CFR 570. 201. The final selection of CDBG activities is completed pursuant to the public participation requirements outlined in 24 CFR Part 570.486. Once a list of proposed activities is developed, City staff obtains citizen comment throughout the public comment period. Following public input City staff makes a final recommendation to the City Council who makes the final decision on the use of federal funds in a public hearing. Special efforts are made to include low-income persons, minorities and non-English speaking persons, as well as persons with disabilities in this process.

Most activities are carried out by private nonprofit organizations that enter into a formal agreement with the City which specifies all local, state and federal regulations with which the agency must comply. Each agreement contains performance criteria which defines the minimum progress each organization must make to remain in compliance. Failure to comply with the regulations and performance criteria outlined in the agreement is grounds for the City to invoke remediation and/or termination of the contract.

Poverty Level Reduction

The City has committed to provide 15% of its total allocation of CDBG to organizations that serve individuals and families living below the poverty line. Some of these services include funding to organizations such as Mid-Valley Women's Crisis Shelter, Salem Outreach Shelter, YWCA Resource Assistance Program and Salem Interfaith Hospitality Network Homeless Day Center. Through the City's general fund other organizations such as Marion-Polk Food Share, Mano a Mano and other organizations provide emergency services for families below the poverty line. These programs help alleviate the obstacles many families face due to living below the poverty line while providing tools to help them move beyond their current living conditions.

Poverty reduction strategies in the area encompass a variety of processes that provide support for the needs of individuals and households as they progress toward economic independence and self sufficiency. Community Housing and Development Organizations (CHDO's) have worked meticulously with City housing service agencies to provide decent, safe and sanitary housing that is affordable to low- and moderate income persons. All housing support programs and activities in the area prioritize stability in the lives of individuals and families. More and more organizations are providing wrap around services to the clients they serve.

Over the years, Salem's number one poverty reduction strategy prioritized education, economic development, and income redistribution strategies that lift low-income individuals from the brink of poverty. To support the efforts of housing providers in the area, the City works with the MWVCAA who steers the local Continuum of Care efforts. The Continuum of Care efforts are collaborative efforts to identify human service needs such as supportive housing and community economic development strategies that lead to self-sufficiency.

LEVERAGING PUBLIC PRIVATE RESOURCES

A key objective for the City of Salem and the Salem/Keizer Consortium is to leverage resources to the maximum extent possible. Private sector lenders and private nonprofit agencies provide some of these resources. CDBG and HOME fund allocations are leveraged through the City's partnerships. These partners leverage the allocations they receive from the City through private loans, grants received from local nonprofits, LIHTC, Oregon Housing Tax credits, Oregon Housing Trust Funds, Weatherization grants, donations, and volunteer support. The local Housing Authority and CHDO's typically apply for both HOME and tax credits to rehabilitate, and/or construct low-income housing.

MWCAA is the lead organization for the City's Continuum of Care. The partnership between MWCAA and the City is essential to the reduction of homelessness and the personal wealth creation for the citizens of the City.

The City provides approximately $384,000 in general funds for individuals and families in need of essential services including food, shelter, health etc. The CDBG public service allocation works in conjunction with the general funds towards meeting the same goals.

The City has not applied for any additional federal funds but is currently monitoring the government grant website for SuperNOFA's that may be used to meet the Plan goals.

The City continues to look for ways to leverage additional dollars for all the projects funded with CDBG and HOME. For all programs/projects (regardless of federal funding source) the City requires a 25% match.

Housing Choice Program

Funds are leveraged through the Housing Choice Program. At the beginning of the City's 2010 fiscal year, 2869 units were under contract in the Housing Choice Program (Section 8 rental assistance). The number under contract at the end of the FY 2010 was 2,850; the number of families served is dependent on HUD funding and varies throughout the year. SHA has recently received two new allocations from HUD and has implemented a third allocation (VASH program) for a total of 138 new voucher; depending on future HUD funding it is anticipated that SHA will serve approximately 2,989 families in the city's 2011 fiscal year.

Table 4A
Priority Public Housing Needs
Local Jurisdiction

Capital Fund Program (CFP)

The Capital Fund Program table shows FY 2008, 2009, 2010 and 2011 budget allocations and actual expenditures.

Capital Fund Budget and Expenditures		
Year	**Budget**	**Expended as of 6-30-10**
2008	$777,539	$773,549.58 (99.49%)
2009	$775,039	$738,879.56 (95.33%)
2010	$767,777	$246,644.26 (32.12%)
2011	$578,481	$0.00 (0%)

Public Housing Improvements

The Capital Fund Program provides funds to Public Housing Authorities for facility rehabilitation activities. Improvements to public housing facilities in FY 2010-2011 included:

- Roof replacement Meadowlark Village
- Door & window replacements Meadowlark Village
- Roof replacement Brush College Village

Matching Resources

The HOME program requires a twenty-five percent match for all activities (excluding administration) completed during a program year. The match liability for PY 2010 was $140,368.80. Total match contributed was $472,303. (See Appendix C). Match contributions include volunteer time, in-kind donations, grants, System Development Charges waivers and property tax waivers.

CITIZEN COMMENTS

The City has developed a Citizen Participation Plan that ensures all reports are provided to the public for their review. The CAPER requires the public have 15 days to review the report prior to a public hearing.

In conjunction with the Citizen Participation plan, the following steps are taken to receive public input on the 2010-2011 CAPER:

1) Notification was published in the Statesman Journal newspaper on September 12, 2011 alerting citizens the CAPER is available for review until September 26, 2011 at noon. The Plan was available for review at the following locations: Salem Housing Authority (360 Church St SE), Keizer City Hall (930 Chemawa Rd NE), and the Salem Public Library. A telephone number was included in the publication as well as a TDD and the offer for interpretive services upon request.

2) A notice was also sent to the Latin American Times, Inc. which was published on September 12, 2010.

3) The document was placed online at the Federal Program website: http://www.cityofsalem.net/Departments/UrbanDevelopment/FederalPrograms/Pages/CDBGHOME.aspx

4) A public hearing was held at Salem City Council on the evening of September 26, 2011.

Despite these efforts no public comments received.

SELF-EVALUATION

The City has been addressing emergency needs and homelessness by conducting numerous meetings and collaborative opportunities with social service providers. Projects continue to be funded that help break the cycle of poverty while developing more independence and self sufficiency. Emergency food relief and medical care has been provided for homeless families through the General Fund.

Housing Rehabilitation and Critical Repair activities are preserving the largest supply of affordable housing while making homes safe for residents. Public service programs are helping to break the cycle of poverty. Emergency food relief and regularly scheduled meals avoids the more expensive public safety remedies associated with catastrophic illness. Care is being provided for homeless women and children resulting from domestic violence providing alternatives to further suffering and abuse. By accomplishing the above listed priority needs and specific objectives the impact has been significant. Over 189,000 people were served through social service organizations receiving general funds. The CDBG social service funds assisted 2,574 people acquire much needed emergency services.

A number of activities and strategies have been put in place that is just beginning to have an impact on the needs identified in the Plan. The City Council identified homelessness as a council goal and will be working to reduce and eliminate homeless within the City. The City is on track with the goals outlined in the Plan and will continue collaborating with key partners to make the community’s vision a reality.

The City has aggressively been working toward filling the unmet needs of services and housing for extremely low income families and individuals. This includes working with various partners throughout the community. The City as a whole is dedicated to the Housing First Model. Providing stable housing to homeless individuals and families is the first step to self sufficiency. The City has made great strides in meeting the objects of the consolidated plan. This is the second year of the plan and the City is on target. The following is the objective and outcome performance measures identified in the plan. The Annual Accomplishments fell short in some areas and exceeded goals in other areas. This can be accounted for by a change in how projects were defined this year. Progress continues to be made to reach established goals but with a struggling economy, the need continues to increase, making it difficult to make progress.

Annual Accomplishments	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1 - 413	DH-2 - 2	DH-3 – 92
Suitable Living Environment	SL-1 - 6550	SL-2 - 23	SL-3 – 48,966
Economic Opportunity	EO-1 – 73	EO-2-0	EO-3 - 0

Consolidated Plan	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1 – 2,490	DH-2 - 75	DH-3 - 360
Suitable Living Environment	SL-1 - 235	SL-2 - 105	SL-3 – 10,985
Economic Opportunity	EO-1 - 220	EO-2 -0	EO-3 - 0

As outlined in the following table, out of 21 projects, 81% met or exceeded the original goals established.

Program Name	Expected Number Served	Actual Number Served	Progress Status
Salem Outreach Shelter, Case Mgmt	91	159	Goal Exceeded
YWCA Resource Asst Pgm	350	443	Goal Exceeded
Salem Interfaith Hospitality Network	140	154	Goal Exceeded
Women's Crisis Services	1500	1521	Goal Exceeded
West Salem Clinic Rehabilitation	2,000	6,548	Goal Exceeded
Latino Microenterprise Pgm	20	37	Goal Exceeded
Single Family Rehabilitation Pgm	12	17	Goal Exceeded
Security Deposit Pgm	75	99	Goal Exceeded
Interim Housing Pgm	175	297	Goal Exceeded
Woodmansee Apartments	11	11	Goal met
Southview Terrace	52	52	Goal met
YMCA Rehabilitation	16,259	16,259	Goal met
Salem Outreach Shelter (acquisition)	1	1	Goal met
MERIT Program	36	36	Goal met
SKCDC, CHDO Administration	0	0	Goal met
CCS, CHDO Administration	0	0	Goal met
Community Home, land acquisition	1	1	Goal met
Meadowlark Village	30	29	Goal not met. One unit was vacant at the time of closing which has since been filled.
Community Kitchen	143,000	30,430	Goal not met. The original number anticipated took into consideration off site areas that would also be indirectly served. The final number submitted includes only persons served at the site.
Critical Repair Program	12	6	Goal not met. Some units were pending completion but did not make the 6/30/11 deadline. This goal is expected to be exceeded in 2010-2011 PY.
Tenant Based Rental Assistance Program 2009-2010	20	17	Goal not met. This is a two year program serving people coming out of incarceration. If a tenant reoffends or does not make adequate progress on contract they may no longer be eligible for assistance. If clients fail after 12 months, new clients are not added to the program.

Barriers

The following barriers have been identified which impacts the success of these objectives: 1) difficulty in obtaining additional funding partners for new construction projects; 2) the high and continuing unemployment rate; 3) fewer families are able to maintain stable housing and 4) the homeless rate and people requiring social services continues to increase.

Adjustments

The City is no longer funding the Homebuyer Program; therefore the goals of assisting residents to purchase homes will not be realized. Other necessary adjustments include partnering with additional Community Housing and Development Organizations (CHDO) to help further the goal of increasing new multifamily housing. The City will continue to look for opportunities to increase grant acquisition activities with respect to finding new funding sources.

MONITORING FREQUENCY

Monitoring is essential to the Federal Programs Division's success in administration of the HOME and CDBG programs to ensure that investments of federal funds are provided to recipients and subrecipients capable of successfully managing these funds.

During the initial application file review all projects are monitored to ensure they are eligible for federally funds and that sponsors have met the Uniform Relocation Act notice requirements. Once funded with HOME or CDBG funds, construction or rehabilitation projects are monitored to ensure compliance with all federal requirements. Site visits are coordinated on an ongoing basis until project completion to ensure the project meets all of the agreement specifications and the City building code requirements. For all projects triggering Davis Bacon prevailing wages, a staff member is designated responsibility to oversee the project to ensure Department of Labor compliance throughout. Information is obtained through Tenant Income Certification or Client eligibility forms and is reviewed to confirm all tenants are income eligible before funds are released and a project is closed out.

CDBG Monitoring

All CDBG projects are monitored based on risk, the change of use period, ongoing and at the end of every project.

For rehabilitation or construction projects, ongoing monitoring occurs throughout the construction period. This includes review of the bid packet, preconstruction meetings, monitoring of compliance for Davis Bacon and other federal requirements.

For public service and other programs, monitoring is completed annually depending on the risk assessment determined for each program. All programs must provide documentation of clients served unless they serve clients meeting the presumed benefit criteria.

Previous projects funded that are still within their change of use period are reviewed annually to ensure there has been no change in the clients served.

HOME Monitoring and Grant Program Status

HOME rental housing programs are tracked through a matrix and monitored according to the prescribed guidelines. HOME monitoring ensures that recipients manage projects in compliance with HOME eligibility and record keeping requirements. Property inspections must meet the requirements of the State and local codes and City rehabilitation standards for projects located in the cities of Salem and Keizer. The number of housing units in a given project determines the required frequency of property inspections. The schedule is as follows:

- 1 – 4 units, every three years
- 5 – 25 units, every two years
- 26 units or more, annually

Monitoring includes:

- Site visits and inspections (a minimum of 20% of the units are inspected)
- Client Eligibility documentation review
- Tenant/ participant file review (a minimum of 20% of the units are inspected)
- Management systems review (administrative and financial)
- Vacancy rate review

In addition to frequency of visits, the total amount of HOME funding in a project determines the duration the project must comply with HOME regulations. An annual report must be submitted by all sponsors with housing projects that are still within affordability period. This report indicates if there is a change in staff, property management companies, the vacancy rate, when source documentation must be obtained and asks other pertinent questions to ensure understanding of the HOME program expectations. Annual reports are reviewed by staff to determine if risk levels have increased resulting in the need for more frequent monitoring, technical assistance or if personal contact is needed. This report has proven to be a very useful monitoring tool.

The City performs onsite inspections for all funding requests for acquisition and rehabilitation of rental housing. In the past year, seventeen HOME projects were monitored, which includes tenant file monitoring as well as onsite, physical inspections. One of those projects was part of the streamlining effort undertaken in 2009, which was done in conjunction with the State of Oregon. The goal of streamlining monitoring is to reduce the impact on tenants as monitoring and inspections are combined by various funders or stakeholders involved in the project. The onsite inspections are analyzed using local codes, ordinances and rehabilitation standards. The inspections performed during the 2010-2011 PY indicated all HOME projects are being maintained in a manner that increases the life of affordable housing and the property.

Of the projects monitored this PY year, the most frequent issues found during unit inspections was caulking issues around the bathtub and sink areas, mold and mildew, minor electrical (reverse polarity in plugs), television cables being draped from room to room, and hot water tanks being surrounded by flammable materials. Sponsors are aware of those issues and all findings were resolved and documented during a subsequent inspection. All tenants residing in HOME units were income eligible and had Tenant Income Certification (TIC) forms in their files. Staff continues to offer ongoing training and support to sponsors and their staff.

The Single Family Rehabilitation and Critical Repair Programs are typically monitored on an annual basis. This year, due to a determination by staff not involved with daily operation of the programs, this program was considered low risk after a desk audit was conducted. This determination was based on having no changes in staff and all past monitoring issues were resolved. Depending on the outcome of the desk audit, a more in-depth review of the files may result. If that occurs, a summary report is sent to the Federal Programs Manager who addresses any issues discovered.

The Homebuyer Program recipients are monitored on an annual basis to ensure owner occupancy for a minimum of five years. During the 2010-2011 PY, 37 homebuyers were monitored, which included 9 Habitat for Humanity homeowners. This monitoring resulted in no compliance issues being noted.

When programs or projects are determined to be out of compliance, staff works diligently with sponsors to correct issues. An important part of this effort includes coaching sponsors so procedure manuals are kept up to date and that new staff are well trained.

Project Schedules

Projects or programs receiving CDBG and/or HOME allocations are typically completed in a timely manner. In some cases, due to various situations, delays occur. The following projects/programs will be carried over due to project delays which could include project permitting, program design, new construction and lease up issues:

1. Grant Apartment; rehabilitation
2. Royal Pines; rehabilitation of multifamily rental housing
3. Statesman Village; new rental housing for developmentally disabled individuals
4. Tenant Based Rental Assistance: MWVCAA began the lease up process late in the year. This is designated as a two year program
5. Community Home, new construction

Of these projects, the first three are expected to be completed by the end of the calendar year. The TBRA program will be completed by the end of the program year. The Community Home is expected to be underway by summer. Sponsors are aware that funding may not be allocated in the future if projects are not completed timely.

Expenditures and Grant Disbursements

The City of Salem has completed grant disbursement requests from the Line of Credit on a quarterly basis. Moving forward, the City has increased staff capacity and a monthly draw schedule will be followed. Due to the City being on a cash accrual basis, the end of the year reports may not reconcile actual expenditures to the letter of credit.

HSS staff requires recipients and subrecipients to submit pay requests monthly. Every pay request must include complete documentation to support the request or funds will not be disbursed until the information is received. Documentation typically includes Client Eligibility Forms, timesheets, TBRA set up forms or invoices.

ASSESSMENT TOWARD THE CDBG GOALS AND OBJECTIVES

The Community Development Block Grant (CDBG) Program assists citizens in the metropolitan area of Salem, Oregon address affordable housing, homelessness, community development and economic development. CDBG is administered by the City of Salem, Urban Development Department, Housing and Social Services Division. Eligible applicants are households and individuals whose income does not exceed 80% of the median income for a family equivalent to their size. These income limits are provided to the City of Salem from HUD in the spring of each year.

CDBG affordable housing goals are outlined on Table 2A. All individuals provide documentation of income and cannot exceed 80% median family income. In some cases they are below 30% median family income or are homeless:

- No rental units were acquired this year using CDBG funds, which missed the goal of two.
- The goal of rehabilitating one rental unit was reached this year.
- The goal of producing new owner units with CDBG funds was three; however, none were completed.
- The goal of rehabilitating 12 owner units was not met with 6 homeowners receiving critical repairs or rehabilitation. Some projects are in process but were not completed by the end of the PY.

CDBG funds have been used for a number of activities to address the priorities, needs, goals and objectives outlined in the Plan. The first priority identified in the Plan is ending homelessness which includes providing decent housing. CDBG funds have been provided to meet the objective of this goal through the Interim Assistance Program. This program has assisted 297 people obtain safe, decent and sanitary living conditions.

Other strategies, needs and objectives of the Plan include the following progress made toward the Consolidated Plan goals. A detailed breakdown of projects and programs addressed in the following can be found on Table 1; Goals and Outcomes

1. The City has been working diligently to meet the goals of the consolidated plan. This is the second year of the consolidated plan and on target to meet the five year goal. Some projects reported fewer numbers than the estimate but the City believes it is due to the economy.

Goal 1: Collaborate with MWVCAA to Implement Continuum of Care Ten Year Plan to End Homelessness:

The City has been very active in community collaboration of service efforts that support the homeless community which includes mental health, physical health and shelter housing. The number of individuals served for the 2010-2011 was estimated at 5 programs/projects being completed but 9 were completed, serving 38,148 people homeless or at risk of homelessness. Serving the homeless community will continue to be a high priority for the City.

Goal 2: Promote economic development by creating economic opportunities.

The City provides funds for the MERIT and Latino Microenterprise programs to support community economic development activities that lead to self sufficiency and employment. During this program year, these programs have resulted in the creation of new businesses by offering microenterprise education to low-income people. The number of projects expected to be funded was two and two programs were served, which met the goal. These programs served 73 clients.

Goal 3: Expand and sustain owner and renter affordable housing stock.

The City has provided funding for many individuals and families with various types of projects with the use of CDBG funds. These projects included owner occupied rehabilitation, energy efficiency upgrades to low income apartments, production of new units, and fair housing training for local landlords and tenants. Housing conditions were made safe, decent and sanitary for a range of households. The number of projects expected to be funded was five but 9 programs were funded, exceeding the goal. These projects or programs served 116 low income people.

Goal 4: Revitalize low income neighborhoods and create a suitable living environment.

The City of Salem provided funding for case management support of a Mid-Valley Women’s Crisis Service and the YMCA roofing project. Three projects were expected to be completed, but only two projects were completed, missing the goal by one. These two projects resulted in 17,780 people being served. The City anticipates this number to increase until the economy begins to stabilize and improve.

Progress has been made in reaching the CDBG goals outlined in the Consolidated Plan but there is still much work to do. The City will continue to market the funds to encourage more developers to apply for the program.

CHANGES IN PROGRAM OBJECTIVES

During the PY the City did not change the program objectives as it pertained to the Consolidated Plan or the Annual Plan. A decision was made during the year to no longer fund the Homebuyer Program in 2010-2011 due to the struggling economy. Staff will continue to evaluate that decision in the future as the economy improves and may change course as a result.

ASSESSMENT IN CARRYING OUT PLANNED ACTIONS

The City has made efforts to pursue additional funding that was indicated in the Plan and continues to partner with the MWVCAA and supports the Continuum of Care. The City continues to provide general fund dollars to help reduce the number of homeless individuals. On occasion sources to assist in project funding include money from low income Tax Credits, Oregon Affordable Tax Credits, and Trust grants. During the current year there were no Low Income Tax Credits awarded to HOME or CDBG applicants. Attempts to partner with other agencies in the future will be a priority so funds can be better leveraged. A local CHDO has partnered with the MWVCAA to update a number of low income housing units so they are more energy efficient. These funds are allocated through the Energy Trust Grant. Single Family Rehabilitation clients are also recipients of energy grants as funds are available to reduce the energy costs for low income families.

The City provides Certification of Consistency for the local Continuum of Care recipients and the local housing authorities. The City reviewed all certification requests to determine the alignment with the Plan. If the request aligned, then the City signed the certification and forwarded it to the recipient. If a request did not meet the goals outlined in the Plan the certificate was returned unsigned and did not certify consistency with the Plan regardless of the proposing agency.

The City does not hinder the Plan implementation by actions or willful inactions. All inquiries into the implementation of the Plan are documented and a matter of public record. The record shows no contrary action or willful inaction. City staff is required to complete a conflict of interest form that stipulates all conflicts must be declared should they occur.

USE OF CDBG FUNDS

CDBG funds awarded during the program year were exclusively used for activities benefiting low or moderate income persons. The City expended 100% of the CDBG funds on activities benefiting low and moderate income persons.

ANTI-DISPLACEMENT AND RELOCATION

Staff works closely with applicants to minimize the amount of displacement resulting from CDBG assisted activities and to ensure notices to tenants are timely.

In 2010-2011, there were three CDBG multi-family rental rehabilitation (Meadowlark Village, Grant Apartments, and Royal Pines) applications received. An initial General Information Notice (GIN) was sent to the tenants as soon as the sponsor made the decision to apply for federal funding notifying tenants of their application for federal funds. A second GIN notice was sent to alert tenants once federal funding had been secured. All new tenants were also provided notification when they moved into the facility.

It is a priority to disrupt tenants as little as possible during rehabilitation, which is relayed to each sponsor interested in undertaking a rental rehabilitation project. Contractors are also made aware of expectations, including when work can commence, being respectful of the tenants etc. The City is aware and takes steps to prevent displacement whenever possible whether for rehabilitation or construction projects. This includes single family rehabilitation and critical repair projects. Prior to final approval of funding, conversations are held with the sponsors to address the scope of the project and determine the level of tenant impact. Staff reiterates with sponsors the relocation requirements and discusses the best methods to ensure impact is minimal. Should temporary relocation be required it would be provided in the form of a hotel stay and costs would be provided for through the program.

During the PY, no tenants were displaced and were impacted on a minor scale for a short duration. Tenants were very happy to have the improvements made to their units and complex.

LOW/MOD JOB ACTIVITIES

Section 3 documentation is included in all bid packets if the project exceeds $100,000 in federal funds. Included in the information is a Section 3 self certification form that indicates if the contractor or subcontractor is a Section 3 business.

Preference in awarding the bid is given to those contractors who meet the Section 3 requirements. Bid packets include language that notification of job openings must be provided to the City to be posted at public housing sites. The Salem Housing Authority (SHA) keeps a list of various trades that may be utilized during construction projects so they can be contacted directly, as well.

No permanent jobs were created or retained for CDBG or HOME construction or rehabilitation projects. During the program year there were no jobs available to low/mod persons that required specials skills, work experience or education. Projects funded allowed many contractors to retain of current employees instead of laying them off due to lack of work available.

PROGRAM INCOME RECEIVED

The City received $513,778.50 CDBG program income and $195,897.67 HOME program income (PI).

The City had no program income from housing rehabilitation loans and has no float-funded activities. No income was received from the sale of property by parcel.

PRIOR PERIOD ADJUSTMENTS

The City had no prior year adjustments during the 2010-2011 PY.

LOANS AND OTHER RECEIVABLES

The City of Salem does not float-fund activities. No properties were acquired or improved using CDBG that are available for sale. No CDBG funds were used in multifamily new construction projects.

The following information is a summary of the City's outstanding loans:

- Single Family Rehabilitation (SFR):
  - Terms: $30,000 maximum, $10,000 maximum for lead based paint abatement
  - 0% interest deferred payment loan. No payment is required until property is no longer owner occupied.
  - Number of loans – 269
  - Number of deferred or forgivable loans - 63
  - Outstanding loan balance - $4,942,117

- Homebuyer:
  - Terms: 3% interest and deferred payment loan. No payment no interest is required until property is no longer owner occupied.
  - Number of loans – 123
  - Number of deferred or forgivable loans - 15
  - Outstanding loan balance - $1,387,844

- Critical Repair:
  - Terms: $10,000 maximum,
  - 0% interest deferred payment loan. No payment is required until property is no longer owner occupied.
  - Number of loans – 34
  - Number of deferred or forgivable loans - 1
  - Outstanding loan balance - $232,129

- Public Facility:
  - 0-3% interest rate
  - Number of loans – 13
  - Number of deferred or forgivable loans - 8
  - Outstanding loan balance - $421,236

- Special Needs Housing:
  - 0-3% interest rate
  - Number of loans – 5
  - Number of deferred or forgivable loans - 2
  - Outstanding loan balance - $130,399

- Single Family Acquisition:
  - 0-3% interest rate
  - Number of loans – 1
  - Number of deferred or forgivable loans - 0
  - Outstanding loan balance - $45,000

- Multi-family new construction and rehabilitation:
  - 0-3% interest rate
  - Number of loans – 22
  - Number of deferred or forgivable loans - 9
  - Outstanding loan balance - $1,212,634

No loans were in default during the reporting period and six SFR loans were forgiven for the removal lead based paint.

Salem Conference Center
A total of $502,634.52 was paid into the Loan Repayment Investment Account in order to make debt service on the Salem Conference Center Section 108 loan payment. These funds were a combination of CDBG program income, Riverfront-Downtown Urban Renewal Funds and Conference Center operating income.

The City had no CDBG loans that were in default or any that were written off in this reporting period. The City does not own any property that was acquired with CDBG funds nor was any funded with CDBG for sale or sold during the PY.

Lump Sum Agreements

The City had no lump sum agreements during the 2010-2011 PY.

NEIGHBORHOOD REVITALIZATION STRATEGY AREAS

The City has created a Neighborhood Revitalization Strategy Area (NRSA) to target neighborhoods in need of revitalization. Meetings have been held to encourage project submission but currently no projects were funded during the program year that fell within the NRSA. Staff continues to meet with citizens and stakeholders to consider options of improving this area and to encourage additional application submittals. A numeric goal of assisting new construction for 100 affordable housing units was established. It is our hope to see that goal realized in the near future.

The NRSA also identified a goal of assisting 40 residents with homeownership assistance (down payments assistance, and interest subsidies). The Homebuyer Program has been eliminated so that goal will not be met.

The NRSA identified a goal of assisting 100 residents with homeowner rehabilitation including; acquisitions and rehabilitation for residential purposes, lead based paint testing and mitigation, and other related improvement, costs and services. During the last program year, 23 homes received rehabilitation and critical repair assistance. Of those, eight homes fell within the NRSA. The City will continue to strive to reach the goals established.

Benchmarks

A NRSA was established in conjunction with the Plan to increase stability in a low income neighborhood through revitalization activities. Staff attended a number of neighborhood association meetings as part of the development of the NRSA to receive public feedback. During the last program year, there were no applications received for projects in the NRSA. There have been ongoing meetings with neighborhood associations and other groups to encourage revitalization in this area. Staff will continue to encourage groups to consider options to revitalize this area and will give priority to applications submitted that fall within the area.

ASSESSMENT OF HOME FUNDS TO GOALS AND OBJECTIVES

All projects (construction or rehabilitation) funded through the HOME program met the goal that minority, small businesses and low-and-very-low income persons benefit from the contracts. Expanding the supply of decent affordable housing to low income households and implementing strategies for achieving adequate supplies of decent affordable housing are priorities for the HOME program. The HOME program assists citizens in the Salem and Keizer areas and is administered by HSS. Eligible applicants are households and individuals whose income does not exceed 60% of the median income for a family equivalent to their size. These income limits are provided to the City from HUD in the spring of each year.

HOME funds have been used in a number of activities to address the priorities, needs, goals and objectives outlined in the Plan. The first priority identified in the Plan is ending homelessness which includes providing decent housing. HOME funds have been provided to meet the objective of this goal through the TBRA and Security Deposit Programs to assist in providing housing. The TBRA program assisted 17 families and the Security Deposit assisted 99 families obtain safe and decent housing. Other strategies, needs and objectives of the Plan include the following:

Goal 1

The first priority of the Plan is to **End Homelessness.** Staff maintains involvement with the 10 year Plan to End Homelessness by attending collaborative meetings held by MWVCAA, by participating in the annual homeless count and by overseeing the Social Services Advisory Board (SSAB) which is a valuable conduit to social service agencies. HOME does not allow for the funding of transitional housing but the City will continue to look for opportunities all funds can be used to end homelessness.

This goal has been met through the TBRA and Security Deposit Programs to assist in providing housing. The TBRA program assisted 17 families and the Security Deposit assisted 99 families obtain safe and decent housing, which includes assisting those who are homeless or at risk of homelessness progress toward self sufficiency. Tenant education and life skills training help people learn skills necessary to be successful in their housing arrangements has been realized through the SOS and Interfaith Hospitality Network programs. The priorities identified in the Plan will continue to be focused on homelessness as funds are allocated in the future.

Goal 2

The second priority of the Plan is to **Promote Economic Development** by creating economic opportunities. The strategies, needs and objectives are not met through programs funded with HOME.

Goal 3

The third priority is to **Expand and Sustain Owner and Renter Affordable Housing** stock. HOME funds assisted 11 low-income families with the construction of the Woodmansee Apartments. The Southview Terrace rehabilitation project consisted of upgrading windows and doors to make the units more energy efficient for 52 low income residents. Homes were made available, safe, decent and sanitary through the aid of these programs. Support for housing providers is provided through the HOME program. Two organizations, Salem-Keizer CDC and Catholic Community Services, received CHDO operating support.

System Development Charges can be waived to nonprofit agencies undertaking the construction of affordable housing projects. The goal in waiving these fees is to offer financial assistance to the production of affordable housing for low and moderate income persons. During the PY, no waivers were requested.

Goal 4

The fourth priority is to **Revitalize Low Income Neighborhoods** and create a suitable living environment. This priority is not satisfied through HOME funding.

HOME GOALS

The City had projects that were completed within the deadlines for commitment and expenditures. The City continues to monitor projects closely to ensure compliance with project deadlines. All projects are required to submit timelines and schedules. If projects are delayed, an explanation must be submitted. The City has not been required to return funds due to not meeting the commitment deadlines.

To assist the City in achieving its number two Plan goal, Affordable Housing, the City employs a number of techniques and leverages other community resources. The City currently provides assistance to local home owners by funding single-family rehabilitation in Salem and Keizer. This program encourages the preservation of affordable housing.

The City partners with nonprofit agencies that provide affordable housing and services to families with the worst case needs. The City has funded programs that provide TBRA, affordable rents and social services. The City provides onsite inspections of affordable housing which includes reviewing rent rolls, tenant income review, as well as rent and utility allowances to ensure there is no cost burden and the living conditions for low income tenants are not substandard.

HOME affordability housing goals (Table 2A):

All households meet the 60% or below income requirement at initial lease up and must meet income standards throughout the monitoring period.

- No new rental units were acquired this year using HOME funds, which missed the goal of two. Rehabilitation is currently underway at Royal Pines, which was acquired in 2010, and expected to be completed the end of the calendar year.
- The goal of producing one new rental with HOME funds was met with the completion of Woodmansee Apartments.
- The goal of rehabilitating one rental unit was reached this year with the Southview Terrace upgrades.
- The goal of aiding 28 families with rental assistance was exceeded with 116 families being assisted.
- 17 owner occupied homes were rehabilitated using HOME funds this year which exceeded the goal of 16.
- The homeownership goal was 16 but no new homes were purchased as the program was not funded due to lack of demand during the challenging economy.

HOME MATCH REPORT

Attached is HOME Match Report, HUD-40107-A which reports the match contribution and liability for the program year.

HOME MBE AND WBE REPORT

The City of Salem encourages Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) to bid on contracts funded with federal dollars. The City utilizes the State of Oregon's list of MBE's and WBE's as part of the notification process. Those businesses are sent a postcard indicating where the bid packet can be reviewed.

Attached is the HUD form 40107 which reports the contracts and subcontract with Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE).

HOME MONITORING ASSESSMENT

The City monitored the following projects with the following outcome:

Project	Amount Funded	Monitoring Status
Mill Creek Meadows, 218-256 25th ST, 170 25th St	$490,00	Tenant files: No findings Unit inspection: 7 Findings; Resolved. Streamlining Pilot Project
Providence Place, 3525 Fisher Rd NE	$200,000	Tenant Files: No Findings. Unit inspection: No Findings
Colonia Libertad, 2920 Saddle Club St SE (STREAMLINING PROJECT)	$300,000	Tenant Files: One Findings. Unit inspection: No Findings. Resolved
Southview Terrace	$250,000	Tenant files - no findings. Unit inspections 4 Findings. Resolved. Streamlining Pilot Project
Four Oaks, 1051-1099 23rd St SE	$200,000	Tenant files: One finding. Units 1 Finding; Resolved
693 Glynbrook N. (Rivercrest)	$60,450	Tenant files: No findings. Unit inspection: 1 Finding. Resolved
1230 & 1244-1258 Highland Ave. Cottages	$148,000	Tenant files: One finding. Units 4 Findings; Resolved
Chemawa, 831-851 Chemawa Rd N	$308,000	Tenant files: No findings. Unit Inspection: 4 Findings. Resolved
4818 49th St. NE	$59,500	Tenant Files: No Findings. Unit inspection: No Findings

Parkway Village, 3103-3167 7th Place NE	$191,400	Tenant Files: No Findings. Unit inspection: No Findings
3001 Windsor Ave. NE	$75,000	Tenant files: One finding. Units 0 Findings
3005 Windsor Ave. NE	$45,000	Tenant files: One finding. Units 1 Finding; Resolved
Colonia Libertad, 2920 Saddle Club St SE	$300,000	Tenant files: One finding. Units 12 Findings; Resolved
139-169 Apple Blossom NE, Keizer	$210,000	Tenant files: No finding. Units 20 Findings; Resolved
2585-2598 Lee Street	$195,000	Tenant files: No findings. Units 19 Findings; Resolved
1355-1365 4th St. Grant Apts.	$200,000	Tenant files: No finding. Units 20 Findings; Resolved
Providence Place, 3525 Fisher Rd NE	$200,000	Tenant Files: No Findings. Unit inspection: No Findings

AFFIRMATIVE MARKETING ACTIONS

The City markets the federal programs in a number of ways. Flyers are available at various locations, news articles are published in local newspapers, information is included in City water bills and it is also available on the City's website which details all available programs and the parameters under which citizens may gain access to services. All written information includes the following language to ensure that all citizens have access:

"It is the City of Salem's policy to assure that no person shall be discriminated against on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, as provided by Salem Revised Code Chapter 97. The City of Salem also fully complies with Title VI of the Civil Rights Act of 1964, and related statutes and regulations, in all programs and activities".

All HOME projects with 5 or more units are required to submit a new Affirmative Fair Housing Marketing Plan (AFHMP) that includes the affirmative marketing actions undertaken. Review of the AFHMP occurs with sponsors during the HOME monitoring to ensure information continues to be current.

For the Social Service Advisory Board and other public meetings, the following information is included on agenda's:

"In order to ensure the broadest range of services to individuals with disabilities, the City of Salem will be pleased to make necessary arrangements. To request services (interpreter, etc) please call the number listed below at least two working days (48 hours) in advance. Voice: 503-588-6178, TTY: 503-588-6370. It is the City of Salem's policy to assure that no person shall be discriminated against on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, as provided by Salem Revised Code Chapter 97. The City of Salem also fully complies with Title VI of the Civil Rights Act of 1964, and related statutes and regulations, in all programs and activities.

Si necesita ayuda para comprender esta informacion, por favor llame 503-588-6178".

In addition the following icons are printed along with program information:

EEOC U. S. Equal Employment Opportunity Commission EQUAL HOUSING OPPORTUNITY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Outreach to Minority and Women Owned Business

The City encourages the participation of MBE and WBE in all federally funded contracts and requires all contractors and sub-contractors receiving federal funds comply with Section 3 requirements.

The purpose is to take affirmative steps to assure that small and minority businesses and women's business enterprises are utilized whenever possible as a source of supplies, equipment, construction, and services. These affirmative steps will include the following.

- The inclusion of qualified small and minority businesses and women's business enterprises on solicitation lists, solicitation of bidding for public works, professional service or rehabilitation contracts
- Assurances that small and minority businesses and women's business enterprises are solicited whenever they are potential sources, particularly for purchases of supplies and materials

If any subcontracts are to be let, the prime contractor is required to take the affirmative steps noted above.

The City requires all recipients/subrecipients with construction/rehabilitation projects to provide documentation of their efforts taken to hire minorities or women owned businesses. The City also provides a mailing list of women and minority businesses obtained from a list maintained by the State of Oregon to ensure outreach efforts include those businesses.

The City has a marketing and application process for all contractors interested in working with the Single Family Rehabilitation program. This process resulted in a list which includes women and minority based businesses. Homeowners are given the option of selecting a contractor from the list or selecting their own contractor.

Staff has met with the City of Salem Procurement Department and will continue to work with City departments to better reach Minority and Women-Owned Business Enterprises and Section 3 contractors. During the PY five contracts in excess of $10,000 were awarded to contractors. None of the contracts awarded were women or minority owned but this is an area the City strives to improve upon.

PUBLIC PARTICIPATION

The City ensures that adequate public participation is obtained during both program development and program implementation. The City relies on local nonprofit organizations, advisory boards and commissions to inform the public of the Consolidated and Annual Action Planning process.

The City oversees the SSAB who makes funding recommendations to City Council on the CDBG and general fund social service programs. The board meets once per month and invites all social service providers to the meetings.

The Housing and Urban Development Committee (HUDAC) serves as an advisory board to City Council. This Committee reviews all plans and reports sent to City Council and also make CDBG and HOME funding recommendation. HUDAC is comprised of a variety of community members who represent the Chamber of Commerce, the City of Keizer, the Planning Commission and other community organizations. All meetings are advertised and open to the public.

After the SSAB and HUDAC make recommendations, the CAPER is made available for public review in at least three different locations and posted on the Urban Development Department's website for a period of 15 days. A copy of the performance information is sent to HUD that includes a summary of any public comments received.

Priority Housing Activities/Investment Plan Table

Table 2A
Priority Housing Activities

Priority Need	5 year Goal	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
CDBG						
Acquisition of existing rental units	10	2/0	2/0	2	2	2
Production of new rental units	0	0	0	0	0	0
Rehabilitation of existing rental units	5	1/1	1/1	1	1	1
Rental assistance	0	0	0/297	0	0	0
Acquisition of existing owner units	0	0	0	0	0	0
Production of new owner units	15	3/2	3/0	3	3	3
Rehabilitation of existing owner units	60	12/8	12/4	12	12	12
Homeownership assistance	0	0	0	0	0	0
HOME	0	0	0	0	0	0
Acquisition of existing rental units	10	2/1	2/0	2	2	2
Production of new rental units	3	1/0	1/1	0	0	1
Rehabilitation of existing rental units	5	1/1	1/1	1	1	1
Rental assistance	140	28/76	28/116	28	28	28
Acquisition of existing owner units	0	0	0/0	0	0	0
Production of new owner units	10	2/2	2/0	2	2	2
Rehabilitation of existing owner units	80	16/0	16/19	16	16	16
Homeownership assistance	80	16/9	16/0	16	16	16
HOPWA	0	0	0	0	0	0
Rental assistance	0	0	0	0	0	0
Short term rent/mortgage utility payments	0	0	0	0	0	0
Facility based housing development	0	0	0	0	0	0
Facility based housing operations	0	0	0	0	0	0
Supportive services	0	0	0	0	0	0
Other	0	0	0	0	0	0

Table 2A
Priority Housing Needs/Investment Plan Table

PRIORITY HOUSING NEEDS (households)		Priority		Unmet Need
Renter	Small Related	0-30%	1	2245
		31-50%	2	2256
		51-80%	2	785
	Large Related	0-30%	1	956
		31-50%	2	574
		51-80%	2	347
	Elderly	0-30%	1	2137
		31-50%	2	794
		51-80%	2	817
	All Other	0-30%		0
		31-50%		0
		51-80%		0
Owner	Small Related	0-30%	1	69
		31-50%	2	89
		51-80%	2	25
	Large Related	0-30%	1	20
		31-50%	2	47
		51-80%	2	76
	Elderly	0-30%	1	99
		31-50%	2	56
		51-80%	2	0
	All Other	0-30%	0	0
		31-50%	0	0
		51-80%	0	0
Non-Homeless Special Needs	Elderly	0-80%	2	3748
	Frail Elderly (special needs)	0-80%	2	155
	Severe Mental Illness	0-80%	0	0
	Physical Disability	0-80%	0	0
	Developmental Disability	0-80%	0	0
	Alcohol/Drug Abuse	0-80%	0	0
	HIV/AIDS	0-80%	0	0
	Victims of Domestic	0-80%	0	0

Annual Housing Completion Goals
(Table 3B)

Grantee Name: City of Salem **Program Year: 2010-2011**	**Expected Annual Number of Units To Be Completed**	**Actual Annual Number of Units Completed**	Resources used during the period	
			CDBG	**HOME**
BENEFICIARY GOALS (Sec. 215 Only)				
Homeless households: SOS/159, SIHN/154, W Crisis Svcs 88	231	401	☒	☐
Non-homeless households	0	0	☐	☐
Special needs households	0	0	☐	☐
Total Sec. 215 Beneficiaries*	231	401	☒	☐
RENTAL GOALS (Sec. 215 Only)				
Acquisition of existing units Comm. Home	0	1	☐	☒
Production of new units Woodmansee	0	11	☐	☒
Rehabilitation of existing units SV, Meadowlark	64	81	☒	☒
Rental Assistance TBRA, SD, Interim	292	413	☒	☒
Total Sec. 215 Affordable Rental	356	506	☒	☒
HOME OWNER GOALS (Sec. 215 Only)				
Acquisition of existing units	0	0	☐	☐
Production of new units	0	0	☐	☐
Rehabilitation of existing units	50	23	☒	☒
Homebuyer Assistance	20	0	☐	☐
Total Sec. 215 Affordable Owner	70	23	☒	☒
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)				
Acquisition of existing units	0	1	☐	☒
Production of new units	0	11	☒	☒
Rehabilitation of existing units	114	104	☒	☒
Rental Assistance	292	413	☒	☒
Homebuyer Assistance	20	0	☐	☒
Combined Total Sec. 215 Goals*	426	529	☒	☒
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)				
Annual Rental Housing Goal	356	506	☒	☒
Annual Owner Housing Goal	70	23	☒	☒
Total Overall Housing Goal	426	529	☒	☒

* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

Priority Community Development Activities
(Table 2B)

Priority Need	5-Yr. Goal Plan/Act	Yr. 1 Goal Plan/Act	Yr. 2 Goal Plan/Act	Yr. 3 Goal Plan/Act	Yr. 4 Goal Plan/Act	Yr. 5 Goal Plan/Act
Acquisition of Real Property (Comm Home)	3	1/1	0/1	1	0	1
Disposition	0	0	0	0	0	0
Clearance and Demolition	0	0	0	0	0	0
Clearance of Contaminated Sites	0	0	0	0	0	0
Code Enforcement	0	0	0	0	0	0
Public Facility (Gen) WS Clinic, YMCA, Kitchen	2	0/0	1/3	0	1	0
Senior Centers	0	0	0	0	0	0
Handicapped Centers	0	0	0	0	0	0
Homeless Facilities (SOS)	100	100/106	0/1	0	0	0
Youth Centers	100	100/156	0	0	0	0
Neighborhood Facilities	0	0	0	0	0	0
Child Care Centers	0	0	0	0	0	0
Health Facilities	0	0	0	0	0	0
Mental Health Facilities	0	0	0	0	0	0
Parks and/or Recreation Facilities	2	0/0	1/0	0	1	0
Parking Facilities	0	0	0	0	0	0
Tree Planting	0	0	0	0	0	0
Fire Stations/Equipment	0	0	0	0	0	0
Abused/Neglected Children Facilities	0	0	0	0	0	0
Asbestos Removal	0	0	0	0	0	0
Non-Residential Historic Preservation	0	0	0	0	0	0
Other Public Facility Needs	0	0	0	0	0	0
Infrastructure (General)	0	0	0	0	0	0
Water/Sewer Improvements	0	0	0	0	0	0
Street Improvements	0	0	0	0	0	0
Sidewalks	0	0	0	0	0	0
Solid Waste Disposal Improvements	0	0	0	0	0	0
Flood Drainage Improvements	0	0	0	0	0	0
Other Infrastructure	0	0	0	0	0	0
Public Services (General) (WCS, SIHN, SOS)	10,800	2500/1014	1960/1834	2197	2620	1523
Senior Services	0	0	0	0	0	0
Handicapped Services	0	0	0	0	0	0
Legal Services	0	0	0	0	0	0
Youth Services	0	0	0	0	0	0
Child Care Services	0	0	0	0	0	0
Transportation Services	50	50/85	0/0	50	0	50
Substance Abuse Services	0	0/546	0	0	0	0
Employment/Training Services	0	0	0	0	0	0
Health Services	0	0	0	0	0	0
Lead Hazard Screening	0	0	0	0	0	0
Crime Awareness	0	0	0	0	0	0
Fair Housing Activities	5	1/0	1/1	1	1	1
Tenant Landlord Counseling	0	0	0	0	0	0
Other Services (Res Ast)	1000	500/365	500/443	0	0	0
Economic Development (General)	0	0	0	0	0	0
C/I Land Acquisition/Disposition	0	0	0	0	0	0
C/I Infrastructure Development	0	0	0	0	0	0
C/I Building Acq/Const/Rehab	0	0	0	0	0	0
Other C/I	0	0	0	0	0	0
ED Assistance to For-Profit	0	0	0	0	0	0
ED Technical Assistance	0	0	0	0	0	0
Micro-enterprise Assistance MERIT, LME	300	25/93	75/73	74	56	70

Transition Table 2C
Summary of Specific Housing/Community Development Objectives
(Table 2A/2B Continuation Sheet)

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective *
	Rental Housing					
DH1.1	Address the needs of accessibility to decent housing by offering rental assistance to the homeless and those at risk of homelessness	CDBG HOME	Number of people receiving first time service.	292	413	DH-1
DH3.1	Address the need for sustainable housing by offering rehabilitation of multi-family rentals	CDBG HOME	Number of households that received service.	64	92	DH-3
SL2.1	Address the need to maintain affordable safe/decent housing to low income families	HOME CDBG	Number of low-mod households that receive home rehabilitation loans/grants.	50	23	SL-2
	Owner					
DH2.1	Address the need for affordable decent housing by offering homebuyer assistance	CDBG HOME	Number of new loans.	20	0	DH-2
	Community Development					
SL3.2	Provide sustainability by funding improvements to local neighborhoods	CDBG	Number of improvements to local neighborhoods completed.	0	2	SL-3
	Infrastructure					
	Public Facilities					
SL1.2	Provide accessibility by funding improvements to public facilities.	CDBG	Number of public facilities improvement projects completed.	0	2	SL-1
	Public Services					
SL3.1	Address the social service needs of the homeless or those at risk of homelessness	CDBG	Number of homeless or those at the risk of homelessness served.	1960	2277	SL-3
	Economic Development					
EO1.1	Provide Economic opportunity through new and improved accessibility.	CDBG	Number of new entrepreneurs to use service.	75	73	EO-1

Outcome/Objective Codes

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	O-3

Transition Table 1C
Summary of Specific Housing/Community Development Objectives
(Table 1A/1B Continuation Sheet)

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective *
	Homeless Objectives					
SL3.1	Address the social service needs of the homeless or those at risk of homelessness	CDBG	Number of homeless or those at the risk of homelessness served.	1960	2277	SL-3
DH1. 1	Address the needs of accessibility to decent housing by offering rental assistance to the homeless and those at risk of homelessness	CDBG HOME	Number of people receiving first time service.	292	413	DH-1
	Special Needs Objectives					
SL1.1	Address the need for special needs/elderly housing by funding new accessible living environments	CDBG	Number of persons receiving a benefit	0	1	SL-1
	Other Objectives					

Outcome/Objective Codes

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

OUTCOME PERFORMANCE MEASUREMENTS
(Table 1C, 2C, 3A)
Community Development Objectives

Specific Objective		Source of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
Availability/Accessibility of Decent Housing							
DH1.1	Address the needs of accessibility to decent housing by offering rental assistance to the homeless and those at risk of homelessness TBRA/17, Sec Dep,/99 Interim/297	CDBG HOME	Number of people receiving first time service.	2009	249	206	14%
				2010	292	413	41%
				2011	312	0	0%
				2012	284	0	0%
				2013	363	0	0%
			MULTI-YEAR GOAL		1500		
Affordability of Decent Housing							
DH2.1	Address the need for affordable decent housing by offering first-time homebuyer assistance. **Homebuyer Program not longer funded as of 7/1/10**	CDBG HOME	Number of new loans.	2009	20	15	15%
				2010	20	0	15%
				2011	20	0	0%
				2012	20	0	0%
				2013	20	0	0%
			MULTI-YEAR GOAL		100		
Sustainability of Decent Housing							
DH3.1	Address the need for sustainable housing by offering rehabilitation of multi-family rentals Woodmansee/11, Southview/52, Meadowlark/29	CDBG HOME	Number of households that received service.	2009	55	66	27%
				2010	64	92	64%
				2011	55	0	0%
				2012	50	0	0%
				2013	21	0	0%
			MULTI-YEAR GOAL		245		
Availability/Accessibility of Suitable Living Environment							
SL1.1	Address the need for special needs/elderly housing by funding new accessible living environments Community Home Acq/1	HOME	Number of persons receiving a benefit.	2009	129	42	17%
				2010	0	1	17%
				2011	62	0	0%
				2012	11	0	0%
				2013	51	0	0%
			MULTI-YEAR GOAL		253		
Affordability of Suitable Living Environment							
SL2.1	Address the need to maintain affordable safe/decent housing to low income families Critical Repair/6, SFR/17	HOME CDBG	Number of low-mod households that receive home rehabilitation loans/grants.	2009	78	8	4%
				2010	50	23	17%
				2011	21	0	0%
				2012	28	0	0%
				2013	10	0	0%
			MULTI-YEAR GOAL		187		
Sustainability of Suitable Living Environment							
SL3.1	Address the social service needs of the homeless or those at risk of homelessness Women's Crisis/1521, SOS Case Mgmt/159, SIHN/154, YWCA Res. Ast./443	CDBG	Number of homeless or those at the risk of homelessness served.	2009	2500	2329	19%
				2010	1960	2277	43%
				2011	2197	0	0%
				2012	2620	0	0%
				2013	1523	0	0%
			MULTI-YEAR GOAL		10,800		

(Table 1C, 2C, 3A)

Availability/Accessibility of Economic Opportunity							
	Specific Objective	**Source of Funds**	**Performance Indicators**	**Year**	**Expected Number**	**Actual Number**	**Percent Completed**
EO 1.1	Provide Economic opportunity through new and improved accessibility. MERIT/36, Latino MicroEnterprise/37	CDBG	Number of new entrepreneurs to use service.	2009	25	93	47%
				2010	75	73	55%
				2011	74	0	0%
				2012	56	0	0%
				2013	70	0	0%
			MULTI-YEAR GOAL		300		
Availability/Accessibility of Suitable Living Environments							
SL 1.2	Provide accessibility by funding improvements to public facilities. WS Clinic/6548, SOS acq/1	CDBG	Number of public facilities improvement projects completed.	2009	0	0	0%
				2010	0	2	50%
				2011	3	0	0%
				2012	1	0	0%
				2013	0	0	0%
			MULTI-YEAR GOAL		4		

Sustainability of Suitable Living Environments							
SL 3.2	Provide sustainability by funding improvements to local neighborhoods YMCA16,259, Community Kitchen/30,430	CDBG	Number of improvements to local neighborhoods completed.	2009	0	0	0%
				2010	0	2	50%
				2011	3	0	0%
				2012	1	0	0%
				2013	0	0	0%
			MULTI-YEAR GOAL		4		

APPENDIX A

Summary of Accomplishments Reports

*Summary of Accomplishments Report (C04PR23) presents data on CDBG/HOME activity counts and disbursements by priority need categories. It also contains data on CDBG accomplishments by various units of measure and housing units by racial/ethnic categories and HOME housing units by various income groups.

*Summary of Consolidated Plan Projects for Report Year 2010-2011 (C04PR06) tracks progress in implementing projects identified in the action plan. This report lists all projects for a plan year in sequence by project number. Disbursements are summarized by program for each project's activities.

*Financial Summary Report (C04PR26) provides the key CDBG program indicators. This report shows the obligations, expenditures that the grantee has made for a specified program year. The expenditures are summarized to determine the relevant indicators for low- and moderate-income, planning/ administration, public service activities and economic development. (This report contains program year information on statutory requirements regarding overall percentage for low- and moderate-income benefit.)

*Summary of Activities (C04PR03) - lists each CDBG activity that was open during a program year. For each activity the report shows the status, accomplishments, program year narrative and program year expenditures. For each activity the report also shows the activity code, regulation cite and characteristics of the beneficiaries.

Outcome Performance Measurement Reports

*CDBG Performance Measures Report (C04PR83)

*CDBG Strategy Area, CDFI and Local Target Area (C04PR84)

*HOME Housing Performance Report (Grantee/PJ) (C04PR85)

APPENDIX B

Minority Business Enterprises and Women-Owned Business Enterprises

Available upon request

APPENDIX C

HOME Match
Available upon request

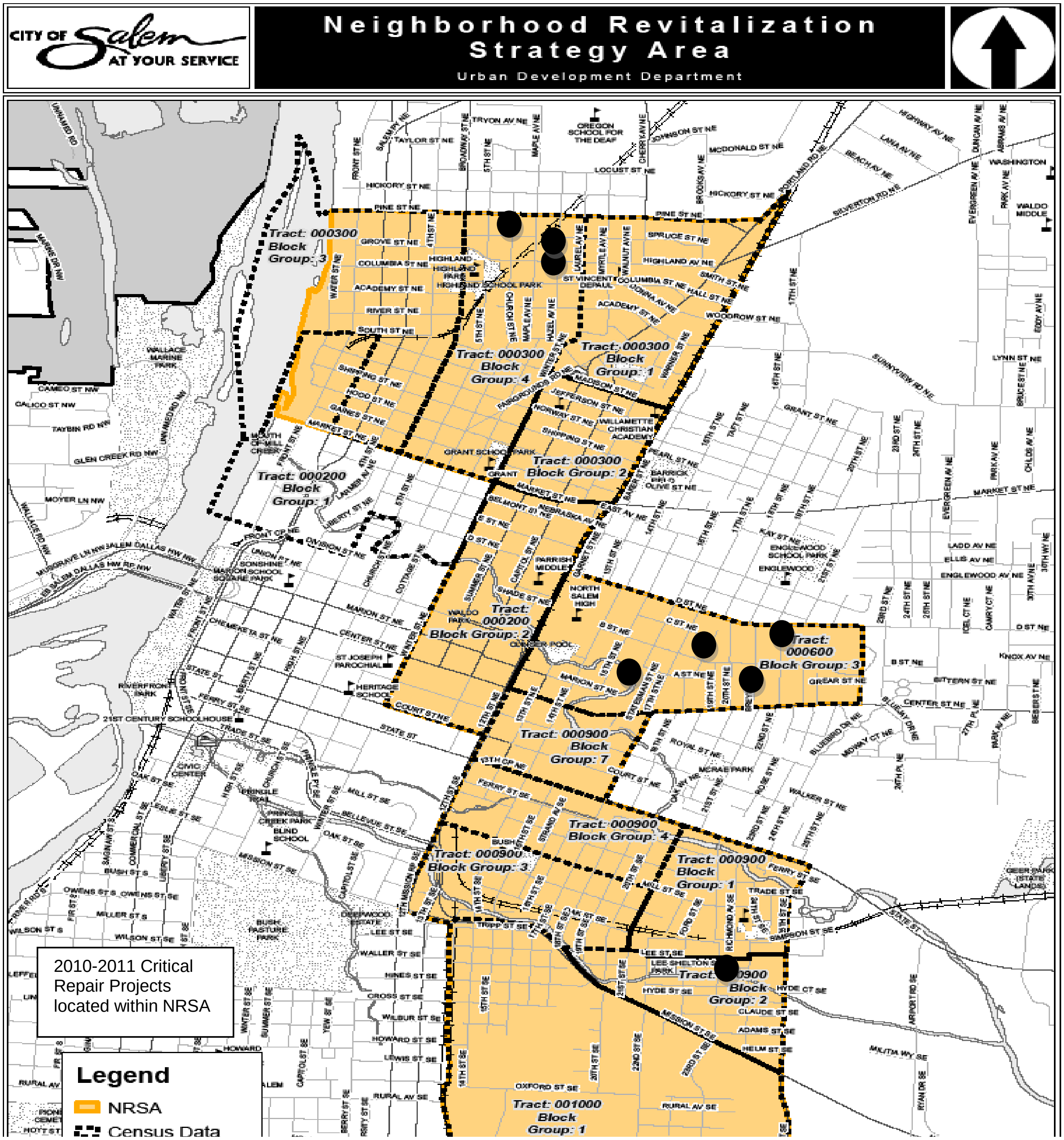
APPENDIX D

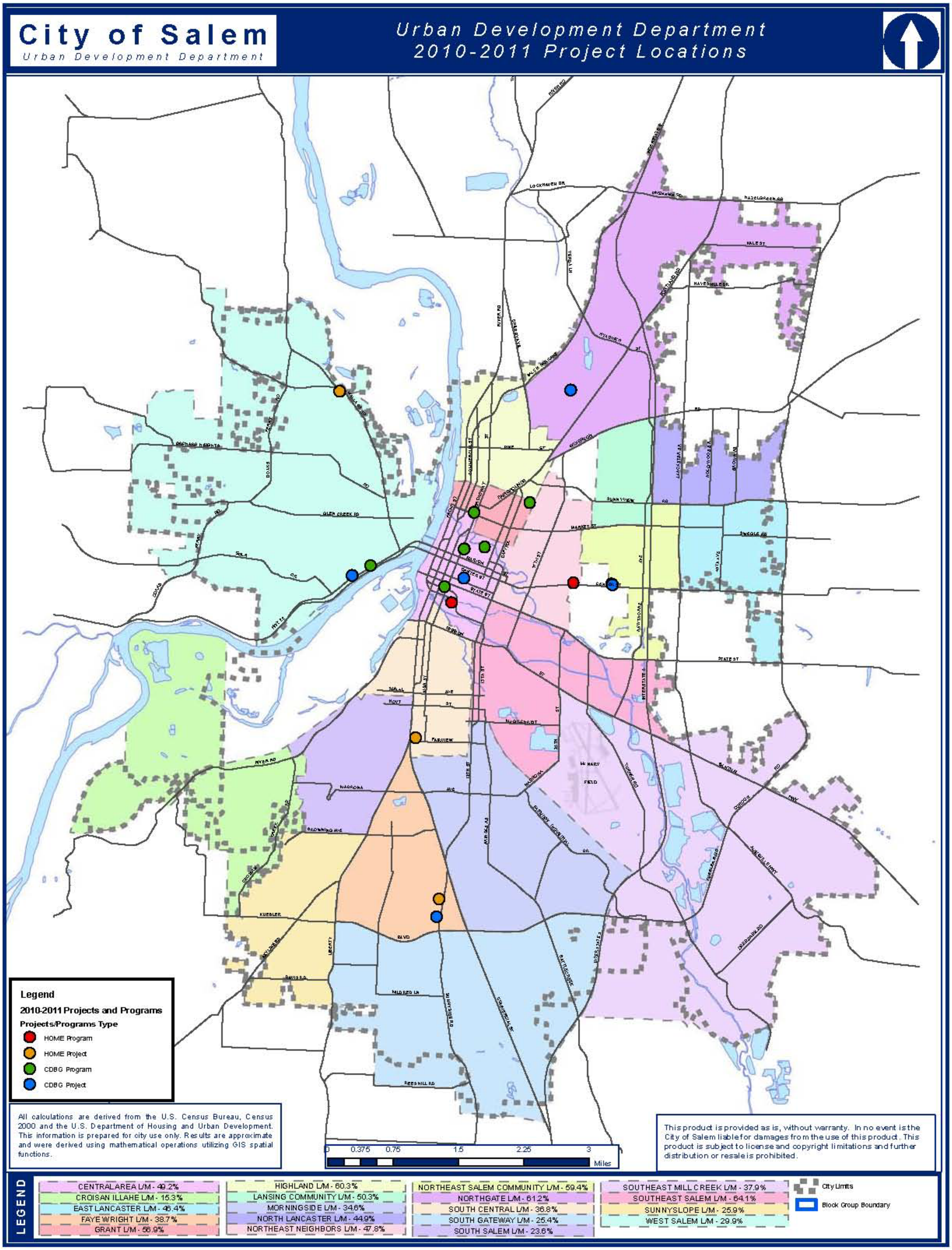
Section 3

Reports were completed and submitted online
Available upon request

APPENDIX E

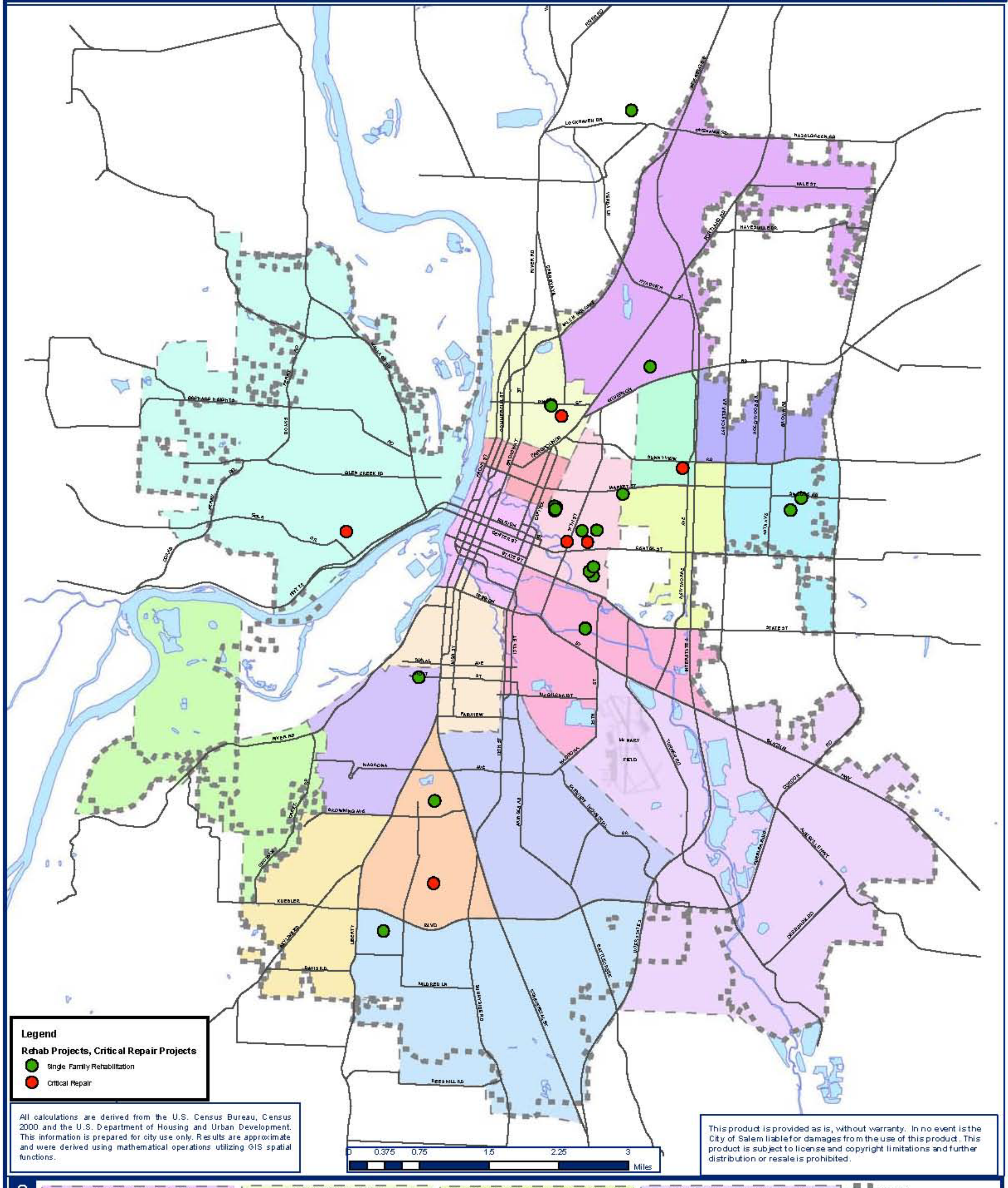
Geographic Maps


CITY OF Salem AT YOUR SERVICE
Neighborhood Revitalization Strategy Area
Urban Development Department
Tract: 000300 Block Group: 3
Tract: 000300 Block Group: 4
Tract: 000300 Block Group: 1
Tract: 000300 Block Group: 2
Tract: 000200 Block Group: 1
Tract: 000200 Block Group: 2
Tract: 000600 Block Group: 3
Tract: 000900 Block Group: 7
Tract: 000900 Block Group: 4
Tract: 000900 Block Group: 3
Tract: 000900 Block Group: 1
Block Group: 2
Tract: 001000 Block Group: 1
2010-2011 Critical Repair Projects located within NRSA
Legend
NRSA
Census Data


City of Salem
Urban Development Department
Urban Development Department
2010-2011 Project Locations
Legend
2010-2011 Projects and Programs
Projects/Programs Type
HOME Program
HOME Project
CDBG Program
CDBG Project
All calculations are derived from the U.S. Census Bureau, Census 2000 and the U.S. Department of Housing and Urban Development. This information is prepared for city use only. Results are approximate and were derived using mathematical operations utilizing GIS spatial functions.
0 0.375 0.75 1.5 2.25 3
Miles
This product is provided as is, without warranty. In no event is the City of Salem liable for damages from the use of this product. This product is subject to license and copyright limitations and further distribution or resale is prohibited.
LEGEND
CENTRAL AREA L/M - 49.2%
CROISAN ILLAHE L/M - 15.3%
EAST LANCASTER L/M - 46.4%
FAYE WRIGHT L/M - 38.7%
GRANT L/M - 56.9%
HIGHLAND L/M - 60.3%
LANSING COMMUNITY L/M - 50.3%
MORNINGSIDE L/M - 34.6%
NORTH LANCASTER L/M - 44.9%
NORTHEAST NEIGHBORS L/M - 47.8%
NORTHEAST SALEM COMMUNITY L/M - 59.4%
NORTHGATE L/M - 61.2%
SOUTH CENTRAL L/M - 36.8%
SOUTH GATEWAY L/M - 25.4%
SOUTH SALEM L/M - 23.6%
SOUTHEAST MILL CREEK L/M - 37.9%
SOUTHEAST SALEM L/M - 64.1%
SUNNYSLOPE L/M - 25.9%
WEST SALEM L/M - 29.9%
City Limits
Block Group Boundary

City of Salem
Urban Development Department

Urban Development Department
2010-2011 SF Rahab and Critical Repair



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LEGEND

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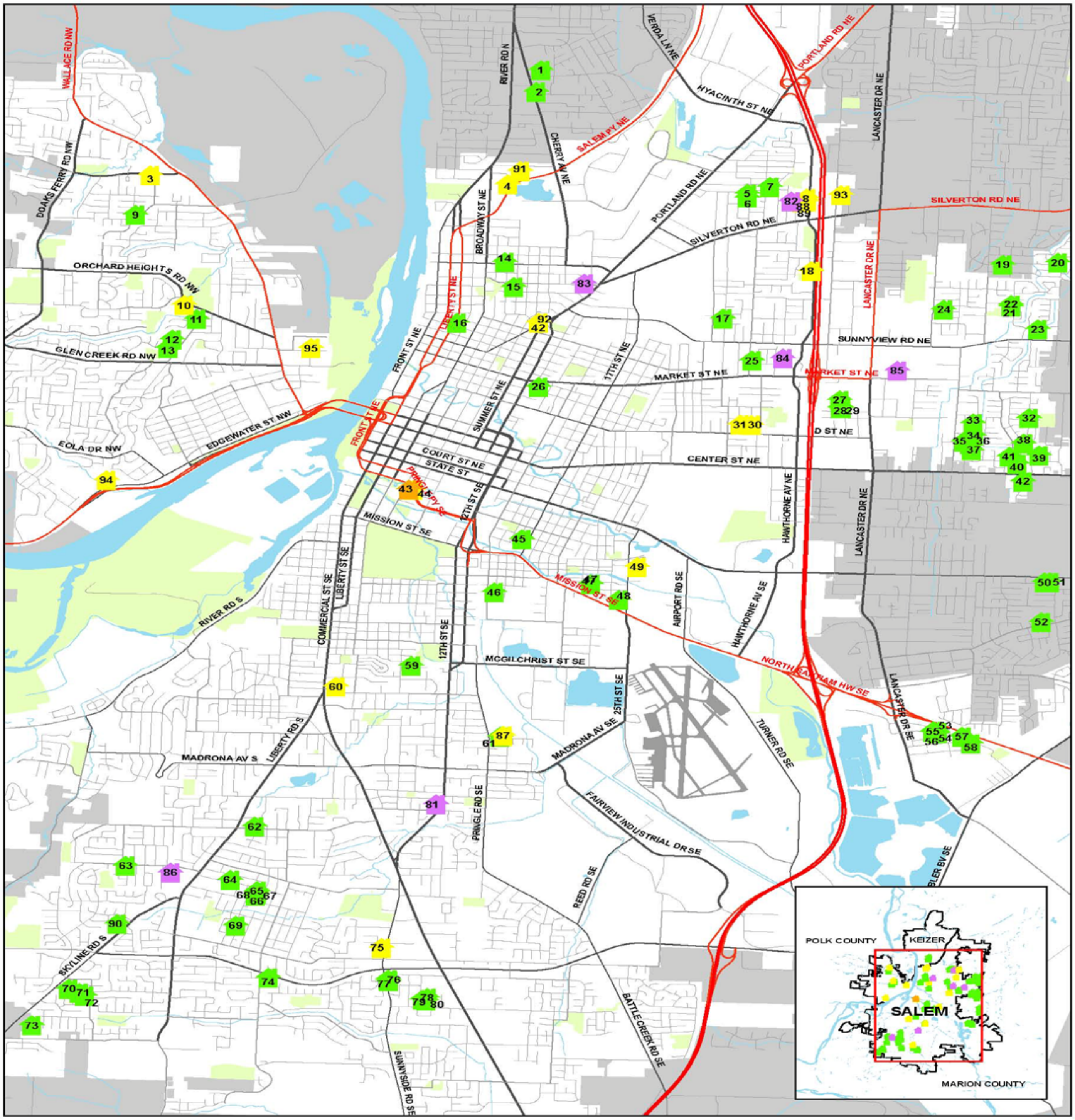

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Map printed 7 November 2007
N:\UD\Products\sha_properties.mxd

PROPERTY DESIGNATIONS

- Public Housing Multi-Family
- Public Housing Scattered Site
- Project Based Subsidized, Private
- Salem Housing Authority Administrative Building
- Property ID
  See attached table for property ID and detail

Public Housing Properties
City of Salem, Oregon

0 0.25 0.5 1 Miles