

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

A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, August 1, 2011

6:30 p.m.

**Keizer Civic Center - Council Chambers
Keizer, Oregon**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

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

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

a. **RESOLUTION** – Approving Additional Grant for Landscape Improvements at Property known as Town and Country Lanes located at 3500 River Road, North, Keizer, Oregon

b. **RESOLUTION** – Approving the Eighth Amendment to the North River Road Urban Renewal Plan (Visitor Information Services Facilities)

6. CONSENT CALENDAR

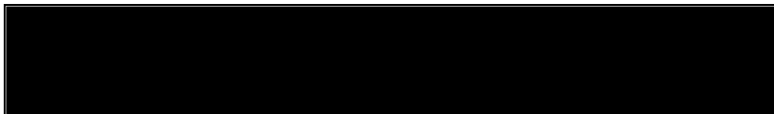
a. **Approval of July 11, 2011 Urban Renewal Agency Minutes**

7. OTHER BUSINESS

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

8. AGENDA INPUT

9. ADJOURN



AGENCY MEETING: AUGUST 1, 2011

TO: URBAN RENEWAL AGENCY

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: TOWN AND COUNTRY PLAZA PLANTERS

BACKGROUND: When the Town and Country Bowling Lanes site improvements were made, the original plan called for a low wall at the perimeter of the "bowling pin" plaza. As the project progressed the wall was omitted due to cost over-runs. The original allocation for the project was a total of \$118,964. Based on a request from Town and Country Lanes, and in discussion with KURB, landscape planters were decided as the better option.

Unfortunately, with the unexpected issues that developed in the course of the project, including lighting, trash enclosure changes, and sanitary sewer provisions, the allocation was used almost entirely. The total spent of the project was \$116,560 which did not leave enough allocation to acquire the additional planters, soil, plant materials, and irrigation.

At the time of this staff report preparation, KURB has not met, but will have met before this meeting. Their recommendation will be presented in the meeting, but staff believes, based on their previous discussions on this project, they will be in full support of this additional expenditure.

The design of the planters will be round and ball-like in nature, black in color. Advantage Precast Concrete has quoted a price of \$595 per planter which is less than the cost of the planter and shipping from a national supplier.

Total costs would be \$3000 for the planters, with an additional \$2000 for placement, anchoring, soil, irrigation and planting. Therefore we recommend an authorization of \$5000 to add planters to the project.

RECOMMENDATION: Adopt the attached resolution to grant an allocation of \$5000 to place planters at the Town and Country Lanes project.

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

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3 Resolution UR2011- _____

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6 APPROVING ADDITIONAL GRANT FOR LANDSCAPE
7 IMPROVEMENTS AT PROPERTY KNOWN AS TOWN AND
8 COUNTRY LANES LOCATED AT 3500 RIVER ROAD NORTH,
9 KEIZER, OREGON

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11
12 WHEREAS, the Urban Renewal Agency of the City of Keizer approved a grant in
13 the amount of \$118,964 on April 5, 2010 for sidewalk and landscape improvements for
14 property located at 3500 River Road North, Keizer, Oregon;

15 WHEREAS, an agreement was entered into with LCG Pence Construction, LLC
16 as the general contractor for the project;

17 WHEREAS, LCG Pence Construction, LLC has completed its work under the
18 agreement for a total cost of \$116,560;

19 WHEREAS, the initial grant included a concrete wall that was removed from the
20 project due to costs overruns;

21 WHEREAS, Town and County Lanes has requested installation of landscaping
22 planters in the shape of bowling balls instead of the concrete wall;

23 WHEREAS, an additional grant for the landscaping planters in the amount of
24 \$5,000 is being requested;

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WHEREAS, the Keizer Urban Renewal Board has voted to recommend approval of the additional grant in the amount of \$5,000 to purchase and place the landscaping planters;

NOW, THEREFORE,

BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that the requested grant in the amount of up to \$5,000 is hereby approved.

BE IT FURTHER RESOLVED that completion of the placement of the landscaping planters shall be completed within one (1) year of the date of approval or it shall become null and void.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Agency Chair

City Recorder

AGENCY MEETING: August 1, 2011

TO: URBAN RENEWAL AGENCY MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: URBAN RENEWAL PLAN AMENDMENT FOR VISITOR INFORMATION
SERVICES FACILITIES

BACKGROUND: Council at its last meeting on July 11 directed staff to prepare the appropriate Minor Amendment to include Visitor Information Services Facilities (Facilities) in the Urban Renewal Plan. The attached resolution adds such Facilities into the plan. This 8th Amendment to the Urban Renewal Plan is a Minor Amendment and as such does not require a public hearing. A Minor Amendment limits the project to a maximum expenditure of \$500,000—but can be any amount less than that.

The proposed resolution specifies the expenditure of such funds would be from Program Income (the sale of property).

The proposed resolution does not specify how the Program Income funds would be spent, but merely gives the Urban Renewal Agency (Agency) the authority to consider such project(s) in the future—but is not obligated to construct such Facilities at this time.

Staff recommends the Agency hold a work session at the earliest available time to give direction as to its intent in the matter of these Facilities.

RECOMMENDATION: Adopt the attached resolution adding Visitor Information Services Facilities to the description of Public Facilities in the Keizer Urban Renewal Plan.

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution UR2011-____

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5 APPROVING THE EIGHTH AMENDMENT TO THE NORTH
6 RIVER ROAD URBAN RENEWAL PLAN (VISITOR
7 INFORMATION SERVICES FACILITIES)
8

9 WHEREAS, the Keizer Urban Renewal Agency (the “Agency”) has prepared an Eighth

10 Amendment to the North River Road Renewal Plan (the “Plan”);

11 WHEREAS, the Eighth Amendment to the Plan and its accompanying Report are
12 deemed to be minor amendments within the definition of the Plan;

13 WHEREAS, the Agency finds this Eighth Amendment to the Plan should be adopted
14 and approved, based on the findings listed below:

15 NOW, THEREFORE,

16 THE KEIZER URBAN RENEWAL AGENCY DOES RESOLVE AS FOLLOWS:

17 Section 1. Findings. In support of its adoption of this minor amendment to the North
18 River Road Urban Renewal Plan, the following findings of fact and conclusions are adopted:

19 FINDINGS.

20 1. That this Eighth Amendment does not alter the goals, policies, or costs of the
21 North River Road Urban Renewal Plan.

22 2. That the development of public facilities is an activity necessary to protect the
23 safety and welfare of the City of Keizer.

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2 3. That this Eighth Amendment to the North River Road Urban Renewal Plan
3 conforms to the City's Comprehensive Plan as a whole.

4 4. That the adoption and carrying out of this Eighth Amendment to the North River
5 Road Urban Renewal Plan is economically sound and feasible.

6 5. That the public building facilitated by this Eighth Amendment to the Plan has a
7 benefit to the renewal area.

8 6. That the Agency hereby incorporates by reference this Eighth Amendment to the
9 North River Road Urban Renewal Plan, attached to this Resolution as Exhibit "A" in support for
10 its above-mentioned findings.

11 7. That the Agency further relies on the Eighth Amendment to the North River
12 Road Urban Renewal Report, attached as Exhibit "B".

13 CONCLUSIONS.

14 1. The Agency hereby adopts and approves the Eighth Amendment to the North
15 River Road Urban Renewal Plan.

16 PASSED this _____ day of _____, 2011.

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18 SIGNED this _____ day of _____, 2011.

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Agency Chair

City Recorder

Eighth Amendment to the North River Road Urban Renewal Plan (Visitor Information Services Facilities)
August 1, 2011

Background

The Keizer Urban Renewal Agency wishes to participate in the funding of development of a visitor information services facilities within the urban renewal area. The building will be a visitor center that will include meeting and information services. The Agency contribution may be up to \$500,000. The funding comes from Program Income (sale proceeds of Urban Renewal real property).

The Eighth Amendment to the North River Road Urban Renewal Plan is intended to facilitate Agency participation in this project, and other improvements to public facilities in the Renewal project Area. The Eighth Amendment therefore adds a new public facility to the Plan to clarify the intent of the Agency to participate in a broader range of public facility improvements.

Additional Findings

The Eighth Amendment to the Plan does not substantially alter the goals and objectives of the Plan. The change is intended to broaden and clarify Agency involvement in an activity which has been in the Plan since it was adopted.

The Report on the Plan, as revised previously, does not show an allocation of funds to the project activity sufficient to cover a maximum \$500,000 Agency contribution to the project activity. However, there are Program Income funds available that the Agency received as a result of land sale transactions. The Eighth Amendment therefore will not add a new cost to the Plan. There will be no change to the maximum indebtedness total for the Plan.

Since the Eighth Amendment does not materially alter the goals, activities, or costs of the Urban Renewal Plan, and is not an amendment that is a "substantial amendment" or a "Council-approved Amendment." The Eighth Amendment can be undertaken as a Minor Plan amendment, and can be adopted by a resolution by the Keizer Renewal Agency.

Explanation of benefit of a public building

ORS 457.085(2)(j) requires that if a project includes a public building, the Renewal Plan must include "an explanation of how the building serves or benefits the urban renewal area." The proposed visitor information services facilities will have the following benefits:

- The project will develop a public building in the renewal area.

- The project will attract additional persons into the renewal area, and increase daytime and evening usage of the area.

- The project will provide a needed public facility within the boundary of the renewal area.

This explanation of benefits has been included as a new Section 700 C 4a.

EXHIBIT A

This Eighth Amendment to the North River Road Urban Renewal Plan (Visitor Information Services Facilities) makes the following changes to Section 700 C of the Plan by the addition of Section 700 C 4 and Section 700 C 4a. Deletions are indicated by ~~strikeout~~. Added text is indicated in italics.

C. PUBLIC FACILITIES

* * * * *

4. Visitor Information Services Facilities.

The Agency may assist in the development of visitor information services facilities. The Agency's participation may include:

- a. Construction of a building to serve the community in the Keizer Station area.*
- b. Construction of other capital improvements needed to serve these facilities.*

4a. Explanation of benefit of a public building

ORS 457.085(2)(j) requires that if a project includes a public building, the Renewal Plan must include "an explanation of how the building serves or benefits the urban renewal area." The proposed visitor information services facilities will have the following benefits:

The project will develop a public building in the renewal area.

The project will attract additional persons into the renewal area, and increase daytime and evening usage of the area.

The project will provide a needed public facility within the boundary of the renewal area.

EXHIBIT “B”

REPORT ON THE EIGHTH AMENDMENT TO THE NORTH RIVER ROAD URBAN RENEWAL PLAN

Background

The Keizer Urban Renewal Agency wishes to participate in the funding of the development of a visitor information services facilities within the urban renewal area. The Renewal Agency contribution will be up to \$500,000.

Findings

Table 4 of the Report on the Plan, as previously revised, does not show an allocation of funds sufficient to cover the maximum \$500,000 Agency contribution to the project activity. Instead, there are program income funds available that the Agency received as a result of land sale transactions. As a result of using program income instead of project income, there will be no change in Plan costs, or change to the maximum indebtedness total for the Plan.

The Eighth Amendment to the Plan does not require revision of any Sections of the Report on the Plan.



MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, July 11, 2011
Keizer Civic Center
Keizer, Oregon

CALL TO ORDER

Agent Christopher called the session to order at 9:43 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Brandon Smith
David McKane
Joe Egli
Cathy Clark
Jim Taylor
Mark Caillier
Hugo Nicolas

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Rob Kissler, Public Works Director
Nate Brown, Community Development Director
Kevin Watson, Assistant to the City Manager
Debbie Lockhart, Deputy City Recorder

**PUBLIC
TESTIMONY**

Rich Duncan, Keizer, Keizer Chamber President, Rick Day, Marion County; James Hague, Keizer, Chair of Economic Development and Government Affairs; Erik Peterson, Keizer; and Bob Bunn, Salem, all spoke in support of the plan amendment to fund a Visitor Center focusing on the importance of tourism to economic growth, explaining the "funnel concept" which would bring visitors off I-5 and direct them from the visitor center to the River Road area, encouraging long term investment in Keizer, and supporting both the shared arrangement with the Transit District and the facility at Keizer Station.

PUBLIC HEARING

None

**ADMINISTRATIVE
ACTION**

**a. Urban Renewal
Funding for
Visitor
Information
Services**

Community Development Director Nate Brown noted that the bullet points in his staff report were developed with the Finance Director and there are several options open for funding visitor services facilities including remodeling tenant space at Keizer Station and participating with the Transit District in a joint facility but they are not included in the current plan. A minor amendment would be required to add possible projects to the program and use program funds and if Council wishes, staff may be able to have the plan amendment ready by the August 1 Council meeting.

Facilities

Agent Christopher moved that the Keizer Urban Renewal Agency direct staff to create a minor plan amendment process authorizing the use of program income funds to construct a visitor and information services facility in Keizer Station. Agent Smith 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)

Councilor McKane suggested that a work session be held to discuss this in depth.

**CONSENT
CALENDAR**

a. Approval of June 6, 2011 Urban Renewal Agency Minutes

Agent Clark moved to approve the Consent Calendar. Agent 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)

OTHER BUSINESS

None

ADJOURNMENT

With no further business the meeting was adjourned at 10:03 p.m.

APPROVED:

Lore Christopher, Chair

Debbie Lockhart, Deputy City Recorder

AGENCY MEMBERS

David McKane

Mark Caillier

Jim Taylor

Cathy Clark

Brandon Smith

Joe Egli

Minutes approved: _____

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

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, August 1, 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**

a. Liquor License – Change of Ownership – Mariscos La Sirenita
(formerly El Charrito)

b. **RESOLUTION** – Relating to Erosion Control Fees

c. Proposed Withdrawal of Property Served by Marion County Fire
District #1 (Clarklake Area)

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

6. **ADMINISTRATIVE ACTION**

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

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

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

7. **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 Regular Session Minutes

8. **COMMITTEE REPORTS**

- a. Volunteer of the Quarter Award – Mike Whitaker

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**

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 Meeting

- Public Hearing – Natural Hazard Mitigation Plan Update

September 6, 2011 (Tuesday)

7:00 p.m. – City Council Meeting

12. **ADJOURNMENT**

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: 5a

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS C. EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: MARISCOS LA SIRENITA – FORMER BUSINESS NAME EL
CHARRITO– LIQUOR LICENSE APPLICATION - CHANGE OF
OWNERSHIP

BACKGROUND:

On July 15, 2011 the City received an application for a change of ownership for the Limited On-Premises Sales liquor license for Mariscos La Sirenita – former business name of El Charrito which is located at 5458 River Road N, Keizer, Oregon. The Oregon Liquor Control Commission requires a new application when changing ownership, location, or license type.

As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check on the applicant. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

The applicant, Lorena Sanchez has been invited to attend the meeting to answer any questions the Council may have.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the 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. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

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

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____

(signature)

(date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: ☐ Yes ☐ No

90-DAY AUTHORITY

☒ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Mariscos La Sirenita LLC ③

② _____ ④

2. Trade Name (dba): Mariscos La Sirenita

3. Business Location: 5458 River Rd N. Keizer Marion OR 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4354 Falcon View Way NE Apt 104 Salem, OR 97305
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: _____
(phone) (fax)

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

7. If yes to whom: Arnaral Carmen & Arnal, Roberto & Hernandez Type of License: Full On-Premises Sales

8. Former Business Name: El Charrito Andres

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

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

11. Contact person for this application: Lorena Sanchez 503-509-0878
(name) (phone number(s))
4354 Falcon View Way NE Apt 104
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 6/23/11 ③

② _____ Date _____ ④

RECEIVED
OREGON LIQUOR CONTROL COMMISSION

JUN 24 2011



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Lorena Sanchez Phone: 503-509-6878
Trade Name (dba): Mariscos La Sirenita LLC
Business Location Address: 5458 River Rd. N.
City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 10 am to 9 pm
Monday 10:30 am to 9 pm
Tuesday 10:30 am to 9 pm
Wednesday 10:30 am to 9 pm
Thursday 10:30 am to 9 pm
Friday 10 am to 9 pm
Saturday 10 am to 9 pm

Outdoor Area Hours:

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

The outdoor area is used for:

☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: Winter hours (depressed due to low sales).

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: 80 Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 80

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: _____

Date: _____

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

Applicant Signature: _____ Date: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**FROM: ELIZABETH SAGMILLER
ENVIRONMENTAL PROGRAM COORDINATOR**

SUBJECT: EROSION CONTROL PLAN FEE STRUCTURE

BACKGROUND:

The City of Keizer Stormwater Advisory Committee (SWAC) has assisted staff with the development of a Construction Site Runoff Program. The program includes a process for obtaining a permit for disturbance activities greater or equal to 500 sq ft. To obtain a permit the program requires submittal of an erosion control plan based on the size of disturbance, proximity to a waterway, and/or type of development. The Keizer City Council adopted the Erosion Control Ordinance No.2011-635 on May 16, 2011. Development of a Construction Site Runoff program is required under the City's National Pollutant Discharge Elimination System (NPDES) permit.

Staff developed three erosion control plan templates. The first plan is voluntary for home improvement type projects. One of the other two plans is required depending on the type of development or building activity. The applicant is required to obtain an erosion control permit under the provisions of the ordinance. These plan templates were reviewed and approved by the SWAC. The erosion control plan will require staff review, site inspections, and internal record-keeping.

The Homebuilders Association of Marion and Polk Counties have been notified about the program and associated fee structure. They will be posting information about the program on their website. A request for information regarding fee structure was provided to the organization's Vice President. The fee structure is an appropriate based other regional programs.

ISSUE

The proposed erosion control plan fee structure (see attachment) was developed by staff in order to help offset the costs the City will incur through implementation of the Construction Site Runoff program. The proposed fee structure was developed using a portion of anticipated staff time for smaller projects, and a reduced existing state fee for larger projects (1200-C program). The fee structure has not been developed to recapture the necessary staff time to implement and enforce the program. In order to ensure the fees have been established appropriately, staff will evaluate the program closely over the next year to assess if the fee should be raised, or can remain as originally developed.

RECOMMENDATION:

Staff recommends City Council adopt the resolution establishing the Erosion Control Fee Structure. Please contact the Environmental Program Coordinator with any questions or concerns.

ATTACHMENT

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

RELATING TO EROSION CONTROL FEES

WHEREAS, the City Council of the City of Keizer adopted Ordinance No. 2011-635 (Establishing Erosion Control Regulations) on May 16, 2011;

WHEREAS, the City Council of the City of Keizer wishes to implement erosion control fees to help offset the costs associated with the erosion control program;

WHEREAS, the Council held a public hearing to consider public input on the matter;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the erosion control fees listed on Exhibit "A" attached hereto are hereby adopted.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

Exhibit "A"

Erosion Control Fee Schedule

1 to 3 lots – residential development (contiguous)	\$120	Small Project Plan (Section B)
4 to 6 lots – residential development (contiguous)	\$200	2 small project plans (Section B) or CSPPP
7 to 9 lots – residential development	\$280	CSPPP
10 or more residential lots	\$500	CSPPP
Single duplex unit	\$120	Small Project Plan (Section B)
Single tri-plex	\$200	CSPPP
Multi-family Development under 1 acre	\$500	CSPPP
Multi-family Development 1 acre or more	\$1000	CSPPP
Commercial Development on .5 acre or less	\$500	CSPPP
Commercial Development on greater than .5 acre	\$1000	CSPPP
Subdivision Development (less than 1 acre)	\$500	CSPPP
Subdivision Development (1 acre or more or phased development that equals 1 acre or more)	\$1000	CSPPP
**2 year permit renewal fee	\$500	
Ground disturbing activities within 25 feet of a waterway - home improvement projects (not associated with residential or commercial development)	\$ 0	Small Project Plan (Section B)
Re-inspection fee <i>(A re-inspection fee will be assessed if re-inspection of the site is needed to verify required corrections due to non-compliance)</i>	\$75	

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: PROPOSED WITHDRAWAL OF PROPERTY SERVED BY
MARION COUNTY FIRE DISTRICT NO. 1 (CLEARLAKE
AREA)**

This matter is before the City Council for public hearing. The Keizer Rural Fire Protection District has requested that the Council consider withdrawing the Clearlake Area from the jurisdiction of Marion County Fire District No. 1. The Keizer Fire District is also proposing to annex the area.

ORS 222.520 provides that a city may initiate the withdrawal process to withdraw a district or a portion of a district from the city's boundaries. This process appears to be designed generally for a situation where a city has its own fire department. However, I have not found any statute or rule that prevents the withdrawal in a situation where a city does not have a fire department.

Keizer Fire proposes the City consider the following process:

1. Withdrawal of Marion County Fire District No. 1 from Clearlake Area. ORS 222.520 provides that a city can initiate a withdrawal of district boundaries within the city. ORS 222.524 requires the city hold a hearing; that is the hearing scheduled for tonight. The same section indicates that "...the governing body of the city shall hear objections to the withdrawal and shall determine whether such withdrawal is for the best interest of the city." ORS 222.520(1).

After closing the hearing, Council may by Ordinance declare that the part of the district is withdrawn, or it can choose to decline to withdraw the district. If Council withdraws the district, that decision is subject to referendum. In addition, the withdrawal ordinance may also be subject to an appeal to the Land Use Board of Appeals as a land use decision.

There is no specific criterion to weigh other than the general determination of whether the withdrawal is for the best interest of the City. The Council has significant latitude in determining this matter. Some possible reasons the withdrawal may be for the best interests of the City could be:

- 1) Possible lower total tax burden on Clearlake property owners (discussed below);
- 2) Keizer Fire “system-wide” benefits due to increased tax revenues; and/or
- 3) Consistency of boundaries between the City and the Fire District.

Some possible reasons that the withdrawal would not be for the best interest for the City could be:

- 1) Possible cost to the City or the Fire Districts for the litigation/ballot expenses;
- 2) The possible decline from the current service levels in the Clearlake Area; and/or
- 3) The potential decline of level of service “system-wide” in the Marion County Fire District No. 1 boundaries, if the Council feels that such factor is not for the best interest of the City.

A few cautionary notes regarding the above examples. First, they are only examples; the Council may consider other factors. Second, I express no representation as to the accuracy of the two Fire Districts’ claims, except as otherwise set forth in this staff report. Third, it is up to Council to weigh these various factors.

With regard to the question of the total tax burden on Clearlake property owners, I will allow the two Fire Districts to make their case in this regard as to exact dollar amounts. However, it does appear that ORS 198 was amended in the recent legislative session to provide that a “debt distribution plan” would be approved as part of the annexation vote (discussed below). If the withdrawal/annexation is approved, the legislative amendment, together with other statutes, and my discussions with Keizer Fire as to the proposed debt distribution plan results in the following:

- a. Clearlake property owners would continue to be responsible for existing Marion County Fire bonds and such amounts would continue to be on their tax bills.
- b. Current Keizer Fire District bonds would not be assessed to the Clearlake property owners.

- c. Keizer Fire District tax base and local option taxes would be assessed to the Clearlake property owners.
- d. Marion County Fire base tax rate and local option rate would not be assessed to the Clearlake property owners.
- e. Any future Keizer Fire bonds would be assessed against the Clearlake property owners, but such property owners would be voting on bonds along with the rest of the Keizer Fire District electors.

2. Annexation by Keizer Fire. Keizer Fire District is proposing that the withdrawal of Marion County Fire from the Clearlake Area be conditioned on the annexation of the Area by the Keizer Fire District. If this occurs, it is my understanding that the shift in boundaries would be nearly simultaneous with the withdrawal of the Clearlake Area from Marion County Fire occurring at the end of the day June 29, 2012 and Keizer Fire's jurisdiction beginning immediately thereafter (June 30, 2012). In that manner, there would be no gap in service to the area.

Keizer Fire is proposing that the annexation of the Area occur via the method set forth in ORS 198.866. That process is as follows:

- a. The City Council adopts a Resolution to propose annexation of the Clearlake Area to Keizer Fire and certifies to the Keizer Fire Board a copy of such Resolution.
- b. Keizer Fire Board approves the annexation proposal.
- c. Upon receipt of the Resolution or Order of Keizer Fire Board approving the annexation proposal, the Council shall call an election in the City. The election must include voting on the debt distribution plan.

Since the withdrawal of Marion County Fire is conditioned on the approval of the annexation, both the withdrawal and annexation would essentially be voted on in the same ballot, however the ballot would only reference the annexation since that is the effective act under the statute.

I have attached a flowchart proposed by Keizer Fire which describes the withdrawal/annexation process.

Expense and Liability Concerns

There are two direct and one indirect liability/expense concerns to the City with regard to the withdrawal and annexation process. Keizer Fire District proposes to indemnify and hold the City harmless with regard to these expenses by way of an intergovernmental agreement.

The first expense possibility is concerned with the operating expenses and bond indebtedness of Marion County Fire District No. 1. The operating expenses should not be an issue because the proposal is timed so that the withdrawal/annexation occurs exactly at the new fiscal year (2012/2013). The bonded indebtedness should not be an issue, because the Clearlake property owners will continue to pay the Marion County Fire District No. 1 bonds until the bonds are retired. The current Keizer Fire bonds would not be imposed on Clearlake owners.

The second possible concern would be under the withdrawal statutes. ORS 222.530 requires that Marion County Fire District No. 1 and the City of Keizer would have to agree within 90 days from the date of withdrawal on a division-of-assets plan. This would involve giving due consideration to the assessed valuation of the whole district, the part of it withdrawn (Clearlake), the types of assets (for example, fire station and equipment) and their location and intended use. This could become an issue that the City would be liable for, however Keizer Fire is obligating itself to indemnify and hold the City harmless from this liability.

The indirect expense is attorney fees for the City's involvement. My costs are fixed as an employee. I have asked Keizer Fire to add \$5,000 for possible outside legal consultation.

RECOMMENDATION:

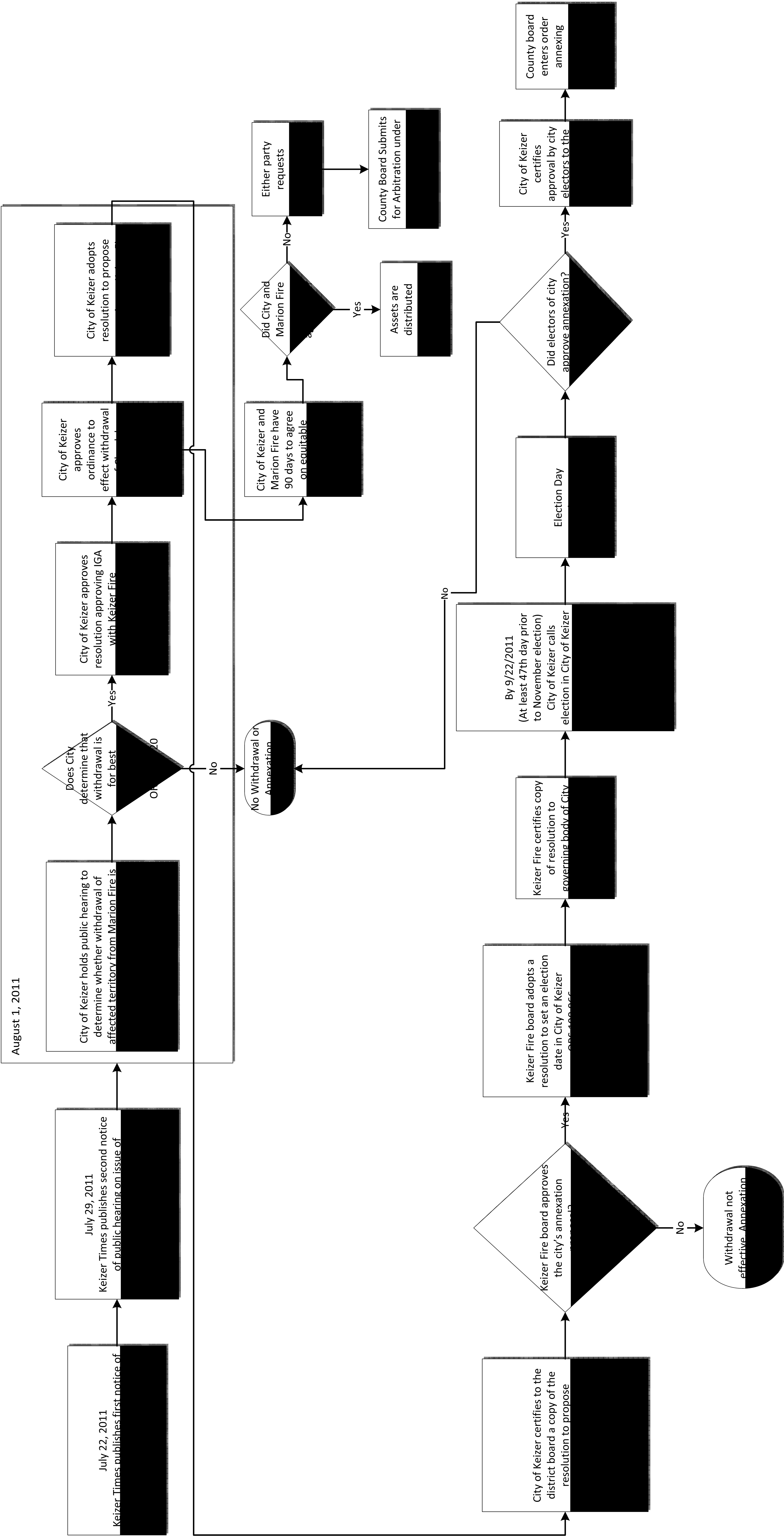
Open the public hearing and take testimony. Depending on the remaining questions or concerns, the Council can choose from the following options:

1. Continue the hearing to a date certain. If there are questions or concerns yet to be answered, the Council can continue the hearing. However, because of election timelines, Keizer Fire representatives are requesting the matter move forward quickly. I will let Keizer Fire representatives explain their concerns at the hearing.
2. Close the hearing, but direct staff to provide further information before taking any final action.
3. Close the hearing and take final action as Council sees fit:

- a. If the Council feels that the withdrawal of Marion County Fire District No. 1 from the Clearlake Area is for the best interest of the City, the Council should adopt the attached Ordinance withdrawing the territory, the Resolution authorizing entering into the Intergovernmental Agreement, and the Resolution proposing annexation of the Clearlake Area to the Keizer Fire District.
- b. If the Council feels that the withdrawal of Marion County Fire District No. 1 from the Clearlake Area is not for the best interest of the City, the Council should adopt the alternate Resolution declining to withdraw the Clearlake Area from Marion County Fire District No. 1.

If you have any questions in this regard, please do not hesitate to contact me. Thank you.

ESJ/tmh



1 BILL NO. ____

A BILL

ORDINANCE NO.

2011-_____

3 FOR

4
5 AN ORDINANCE

6
7 WITHDRAWING TERRITORY FROM MARION COUNTY
8 FIRE DISTRICT NO. 1; DECLARING AN EMERGENCY

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

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

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

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

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

22 WHEREAS, a decision to withdraw property is a land use decision as defined in
23 ORS 197.015(10), thus requiring findings that the decision complies with the statewide
24 planning goals and the applicable comprehensive plan, as well as applicable provisions
25 of the ORS Chapters 195, 197, and, 222, and such findings are contained in Exhibit "B",

1 which is attached hereto and incorporated herein by reference;

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

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

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

12 WHEREAS, on August 1, 2011, the City held a hearing as required by ORS
13 222.524(1) for the purpose of hearing objections to the withdrawal and determining
14 whether such withdrawal is for the best interest of the City;

15 NOW THEREFORE,

16 The City of Keizer ordains as follows:

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

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

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

4 Section 4. This withdrawal shall become effective on June 29, 2012, subject to
5 an order by the Marion County Board of County Commissioners to annex the territory to
6 Keizer Fire District.

7 Section 5. This Ordinance being necessary for the immediate preservation of
8 the public health, safety and welfare, an emergency is declared to exist and this
9 Ordinance shall take effect immediately upon its passage.

10 PASSED this _____ day of _____, 2011.

11
12 SIGNED this _____ day of _____, 2011.

13

14

15

16

Mayor

17

18

19

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;

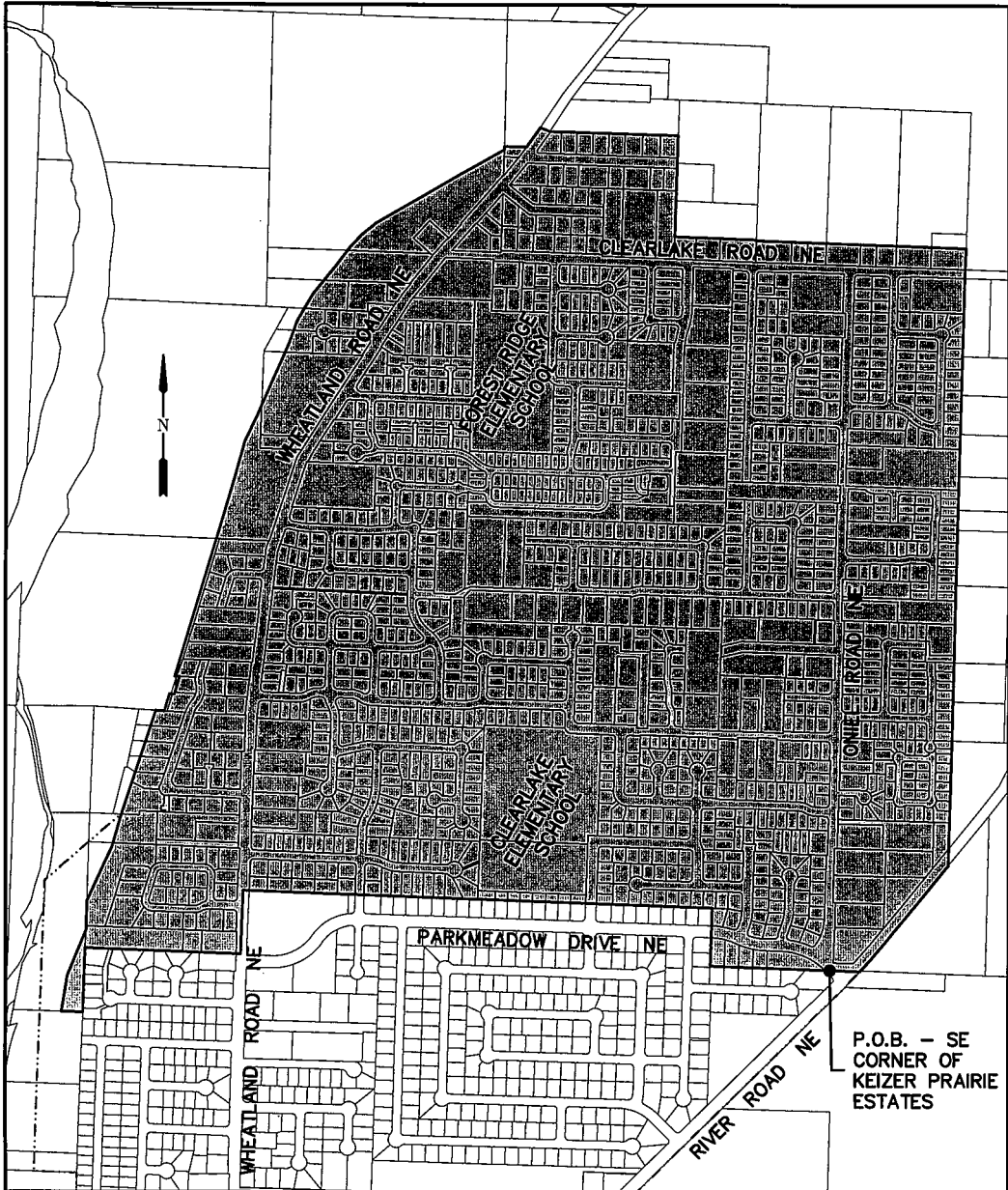
Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

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 $37^{\circ} 46'$ 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

Assets: 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.

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.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2011- _____

4
5 AUTHORIZING MAYOR TO SIGN INTERGOVERNMENTAL
6 AGREEMENT RELATING TO FIRE AND EMERGENCY
7 SERVICES WITHIN THE CITY OF KEIZER

8
9 WHEREAS, Keizer Fire has provided fire and emergency services to the territory
10 described in Exhibit “A” (the “Affected Territory”) through automatic and mutual aid
11 agreements, and has provided ambulance service through an intergovernmental
12 agreement;

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

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

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

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

1 WHEREAS, under ORS 198.860 the parties may enter into an agreement for
2 allocation of the outstanding indebtedness, bonded or otherwise, of the Affected
3 Territory and of the annexing district;

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

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

9 NOW, THEREFORE,

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

14 PASSED this _____ day of _____, 2011.

15
16 SIGNED this _____ day of _____, 2011.

17

18

19

Mayor

20

21

22

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;

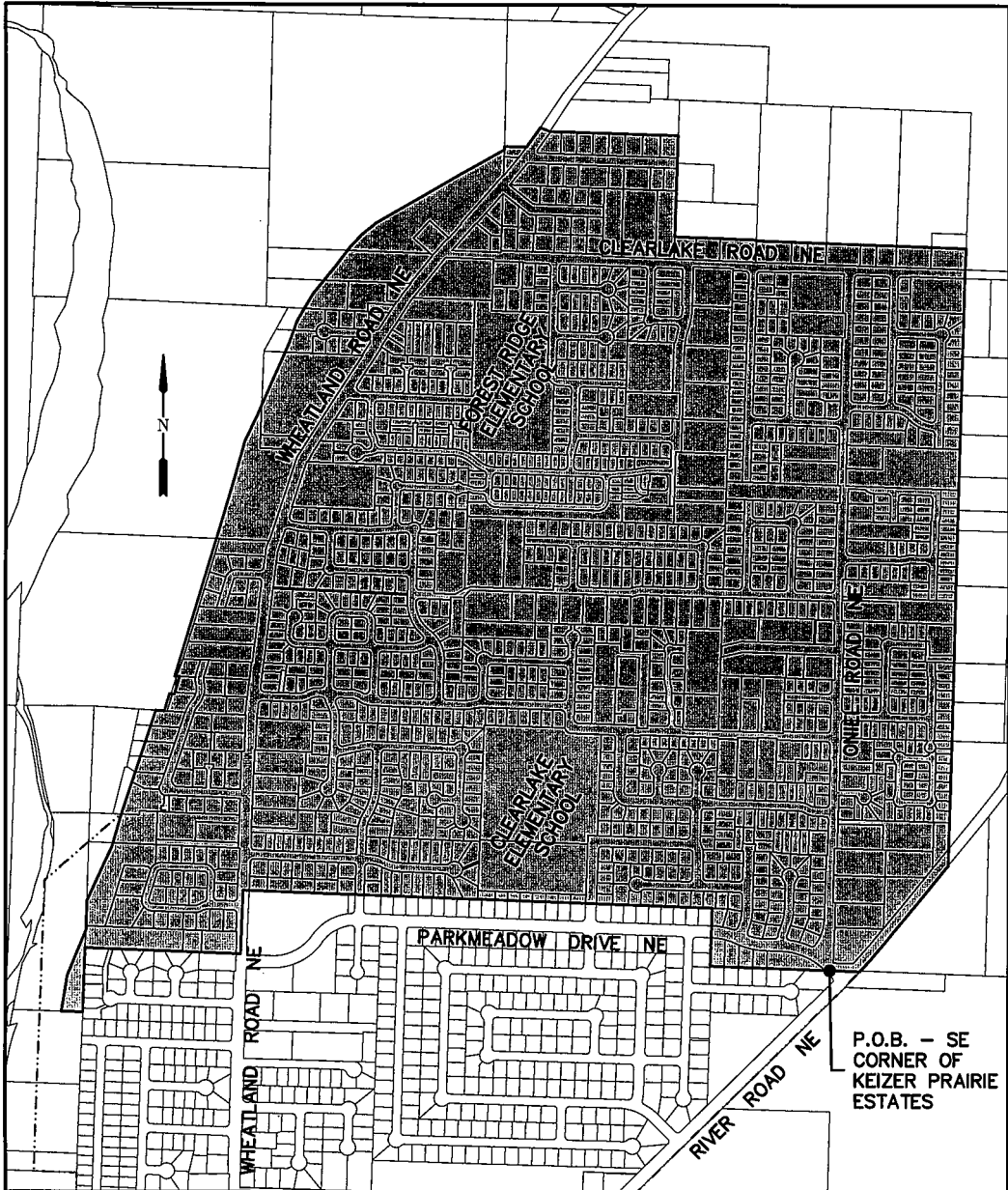
Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

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 $37^{\circ} 46'$ 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"

1 **INTERGOVERNMENTAL AGREEMENT**

2 **RELATING TO**

3 **FIRE AND EMERGENCY SERVICES WITHIN THE CITY OF KEIZER**

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

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

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

14 WHEREAS, the City is considering whether withdrawing the Affected Territory from
15 Marion County Fire District 1 (hereafter “Marion Fire”) under the provisions of ORS
16 222.520 and ORS 222.524 is in its best interests, and whether the City should seek such
17 services from Keizer Fire; and

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

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

23 WHEREAS, under ORS 198.860 the parties may enter into an agreement for
24 allocation of the outstanding indebtedness, bonded or otherwise, of the Affected Territory
25 and of the annexing district.

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

28 Affected Territory

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

30 Withdrawal by City

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

1 Debt Distribution Plan

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

12 Equitable Distribution of Assets

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

18 Election and Election Costs

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

25 Timing and Process/Indemnity

26 The City agrees to designate an effective date for withdrawal of the Affected
27 Territory on June 29, 2012, and to designate the date for annexation to Keizer Fire to be June
28 30, 2012. The intent is that the party that collects the permanent rate taxes and local option
29 levies will provide services, so that neither Marion Fire or Keizer Fire are providing services
30 while not receiving operating funds. Keizer Fire's agreement to pay, indemnify and hold the
31 City harmless from costs in this Agreement is contingent upon the City consulting with
32 Keizer Fire's legal counsel and Keizer Fire's agreement on legal process, i.e. the City will
33 not engage in a process that is opposed by Keizer Fire.

34 Additional Hold Harmless/Indemnity

35 It is the intent of the parties that the provisions to defend, hold harmless and
36 indemnify the City be interpreted broadly. In addition to the specific provisions noted above,
37 should City directly or indirectly be subject to any claim in connection with or arising out of
38 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.

1 Notices:

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

5 For City:

For District:

6 Chris Eppley

 Chief Jeff Cowan

7 City Manager

 Fire Chief/Administrator

8 City of Keizer

 Keizer Fire District

9 930 Chemawa Rd NE

 661 Chemawa Rd NE

10 Keizer OR 97303

 Keizer OR 97303

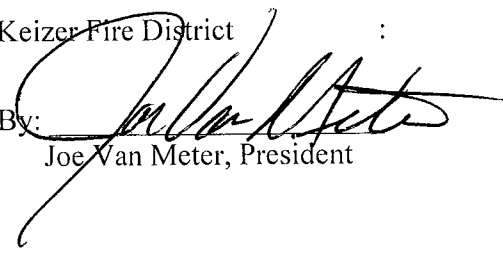
11 Authority to Enter Into Agreement

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

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

19
20 Keizer Fire District :

Resolution and Date of Approval:

21
22 By: 

7-27-11

23 Joe Van Meter, President

24
25 City of Keizer:

Resolution and Date of Approval:

26
27 By: _____

28 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 $89^{\circ} 51'$ 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 $89^{\circ} 46' 42''$ 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 $89^{\circ} 46' 42''$ 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 $00^{\circ} 03'$ 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 $00^{\circ} 03'$ 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 $00^{\circ} 03'$ East a distance of 5.00 feet along said East line of said Schlag tract to a point which is located North $00^{\circ} 03'$ 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;

Page 4

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 $37^{\circ} 46'$ 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.

EXHIBIT A
PAGE 4 OF 4

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 Clearlake Area for the purpose of Keizer Fire providing fire and emergency services;

WHEREAS, the legal description and map of the Clearlake 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.

///

///

///

///

///

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

4 PASSED this _____ day of _____, 2011.

5
6 SIGNED this _____ day of _____, 2011.

7
8
9 _____
10 Mayor

11
12 _____
City Recorder

Description for Expanded Keizer
Fire District Service Area

June 10, 2011

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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;

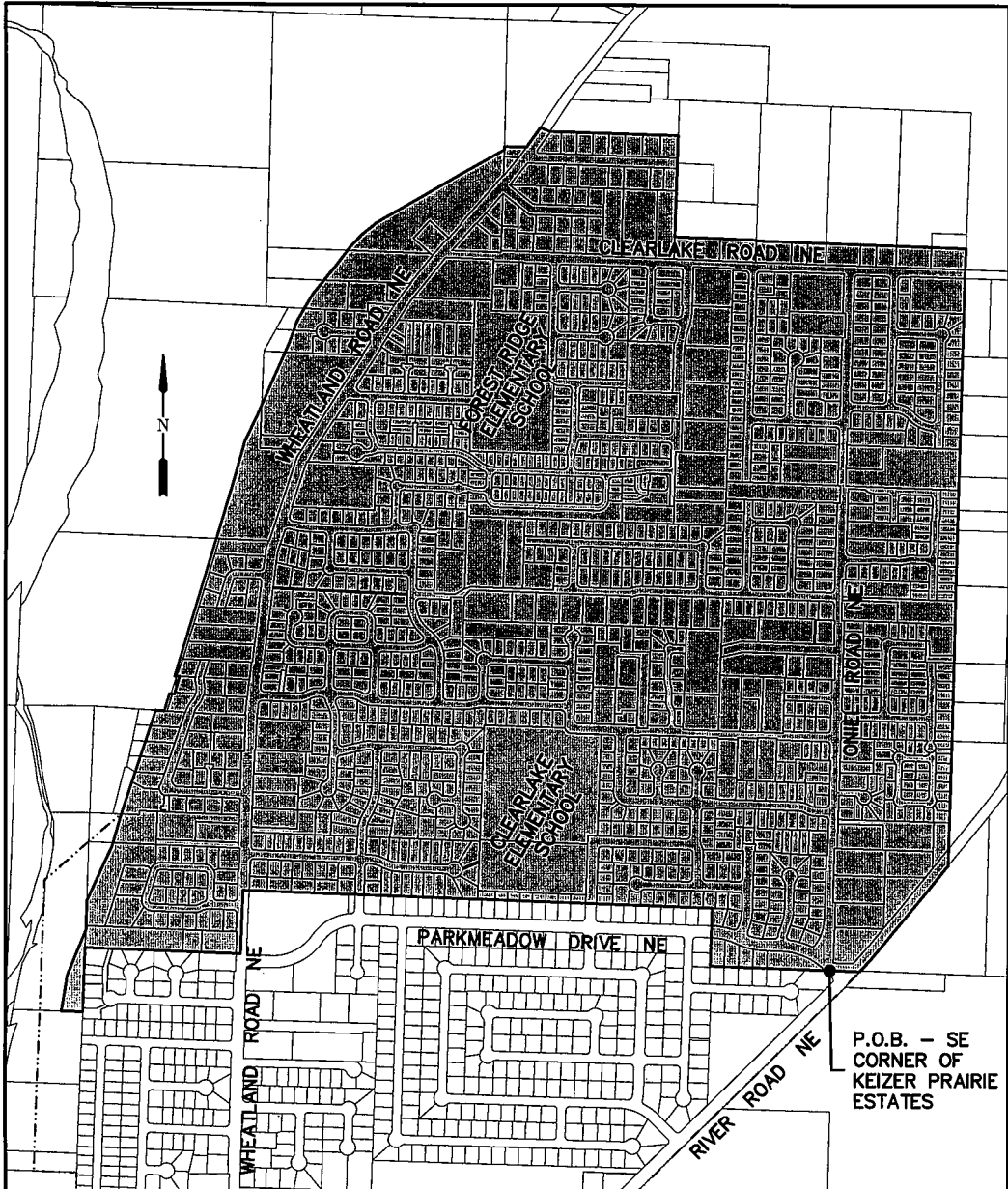
Thence Easterly 90.00 feet along the North line of said Johnson tract to a point on the section line common to Section 23 and 24, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon;

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 $37^{\circ} 46'$ 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"

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

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

WHEREAS, the Keizer City Council initiated the possible withdrawal of the
Clearlake Area from Marion County Fire District No. 1 by Resolution No. R2011-2149
on July 11, 2011;

WHEREAS, on August 1, 2011 the City Council 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 interests of the City;

WHEREAS, the City Council has carefully considered the matter;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Council
determines that the proposed withdrawal is not for the best interests of the City.

BE IT FURTHER RESOLVED that the City of Keizer declines to withdraw the
Clearlake Area from Marion County Fire District No. 1.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS
THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR
FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: Text amendment for Section 2.303 (Off-Street Parking).

Attachments:

- Section 2.303

ISSUE:

To consider a text amendment to clarify the weight limitation for vehicles used in conjunction with a home occupation. The Planning Commission voted 6-0 to support the proposed text amendment.

DISCUSSION:

The proposed revision will modify the Location and Use Provisions sub-section (2.303.04) to clarify the weight limitation for vehicles used in conjunction with a home occupation or other employment that are parked on residential lots and not vehicles that are solely used for personal use only. This modification is requested from the code enforcement section which has experienced confusion in enforcing the current code language. The development code currently uses "1 ton capacity limitation" language but that term is ambiguous given that it is out of date and does not mean what it once meant. The revision will replace this language with a limitation of gross vehicle weight rating more than 16,000 pounds. Using a gross vehicle weight rating of more than 16,000 pounds would restrict vehicles which are classified as heavy duty commercial trucks but still allow light to medium trucks. A benefit of using gross vehicle weight is that this information can be readily obtained from DMV records.

Staff had also proposed that the planning commission consider allowing garages to count towards meeting parking requirements if on-street parking is available. The planning commission did not support this revision as it considered that it could result in an increased number of vehicles parking along streets and that it could become a potential code enforcement problem. That proposed revision has been stricken from the material presented to council.

RECOMMENDATION:

That the City Council hold a public hearing to consider the proposed amendment and direct staff to prepare an ordinance with findings to adopt the proposed revision.

2.303 OFF-STREET PARKING AND LOADING

2.303.01 Purpose

The purpose of this Section is to provide adequate areas for the parking, maneuvering, loading and unloading of vehicles for all land uses in the City of Keizer. (5/98)

2.303.02 Scope

The provisions of this Section shall apply to the following types of development: (5/98)

- A. New Building. Any new building or structure erected after the effective date of this Ordinance. (5/98)
- B. Expansion. The construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure. (5/98)
- C. Change in Use. A change in the use of a building or structure which would require additional parking spaces or off-street loading areas under the provisions of this Section. (5/98)

2.303.03 General Provisions Off-Street Parking and Loading

- A. Owner Responsibility. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Ordinance. (5/98)
- B. Additional Parking Required Prior to Occupancy. Should the owner or occupant of any lot or building change the use to which the lot or building is used, thereby increasing off-street parking and loading requirements, it shall be unlawful and a violation of this ordinance to begin or maintain such altered use until such time as the increased off-street parking and loading requirements are observed. (07/06)
- C. Interpretation by Administrator. Requirements for types of buildings and uses not specifically listed herein shall be determined by the Zoning Administrator based upon the requirements of comparable uses listed and expectations of parking and loading need. The Zoning Administrator shall have the authority to make adjustments based on parking demand analysis prepared by an applicant. (07/06)

- D. Combined Uses. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately, unless a reduction is approved for shared parking pursuant to Subsection 2.303.05.
(5/98)
- E. Use of Parking Spaces. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons or employees only, and shall not be used for storage of vehicles or materials including solid waste collection containers. Garages for single family and duplex dwelling units shall not be counted in determining required parking spaces. (5/98)

2.303.04 Location and Use Provisions

Off-street parking and loading areas shall be provided on the same lot with the main building or structure or use except that: (5/98)

- A. Residential Zone. In any residential zone, automobile parking areas may be located on another lot if the lot is within 200 feet of the lot containing the main building, structure or use and a parking agreement is recorded. (07/06)
- B. Non-residential Zone. In any non-residential zone, the parking area may be located off the site of the use if it is within 500 feet of such site and a parking agreement is recorded. (07/06)
- C. Accessory Parking Use, Non-residential. Parking of vehicles in a structure, or outdoors, is a permitted accessory or secondary use in non-residential zones. (07/06)
- D. Accessory Parking Use, Residential. Parking of vehicles in a structure or outdoors is a permitted accessory use in conjunction with a dwelling in any zone provided: (5/98)

- 1. All of the vehicles are owned by the owner or lessee of the lot. (5/98)
- 2. Vehicles parked outdoors in a residential zone may be parked in a space within the front yard meeting the requirements for required parking in this Section. In the RS zone no more than four total vehicles shall be parked outdoors on a property. (07/06)
- 3. Vehicles parked on a lot in a residential zone shall be for the personal use of the occupants of the dwelling. One vehicle used in conjunction with a home occupation or other employment may be parked on the lot provided that in the RS, RL, RM, RH, RC and MU zones the vehicle shall be parked in an enclosed structure if it has a gross

vehicle weight rating not more than 16,000 pounds, is rated at more than 1 ton capacity. (5/98)

- E. Yard Parking Restrictions. Exclusive of driveways, no parking vehicles, trailers, boats or recreational vehicles shall be allowed placed within the required front yard area or yards located adjacent to a street. The side yard and rear yard areas may be used for parking of vehicles, boats, trailers, or recreational vehicles unless otherwise prohibited by this Ordinance. (07/06)
- F. Storage Restrictions. The yard areas adjacent to a street, other than driveways, shall not be used for the permanent storage of utility trailers, house or vacation trailers, boats, or other similar vehicles, unless the storage area is screened by a six foot sight-obscuring fence, wall, or hedge. The fence, wall, or hedge shall comply with the provisions regarding the location for fences and maintaining a vision clearance area. (07/06)

2.303.05 Joint Use

Parking area may be used for a loading area during those times when the parking area is not needed or used. Parking areas may be shared subject to Zoning Administrator's approval for commercial and industrial uses where hours of operation or use are staggered such that peak demand periods do not occur simultaneously. Such joint use shall not be approved unless satisfactory legal evidence is presented which demonstrates the access and parking rights of parties. (07/06)

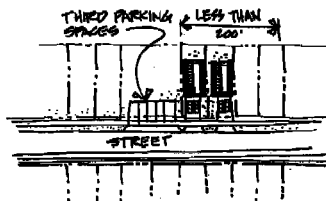
2.303.06 Off-Street Automobile Parking Requirements

Off-street parking shall be provided in the amount not less than listed below. (5/98)

A. Parking Requirements

LAND USE ACTIVITY	SPACES	HOW MEASURED*
Single Family and Duplex	2	2 per dwelling unit
All other dwelling types	2	Per dwelling unit
Hotel, motel	1	Per guest room
Club, lodge		Combination of heaviest uses being conducted: hotel, restaurant, etc.
Hospital	1	Per 2 beds
Nursing home, convalescent home	1	Per 3 beds
Health service, medical or doctor's office	1	Per 350 square feet

House of worship, auditorium, stadium, theater	1	Per 4 seats or every 8 feet of bench length
Elementary, middle school	2 + 1	Per classroom + per 350 sq ft of administrative office
High school	1 + 1 + 1	Per classroom + per 10 students + per 350 sq ft of administrative office
Bowling alley, skating rink, community center, recreation facility	1	Per 200 square feet
Golf Course	4	Per green
Theater for movies or plays	1	Per 3 seats
Tennis courts, racquetball courts	2	Per court
Retail store	1	Per 300 square feet
Service repair center; retail store handling bulky merchandise (e.g. furniture, home furnishing, major equipment)	1	Per 900 square feet
Bank	1	Per 250 square feet
Office used for real estate, lawyer, insurance brokers	1	Per 500 square feet
General Office	1	Per 300 square feet
Eating and drinking establishment	1	Per 125 square feet
Wholesale establishment	1	Per 2,000 square feet
Government offices open to the public	1	Per 500 square feet
Industrial, manufacturing, processing (0 - 24,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (25,000 - 49,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (50,000 - 79,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (80,000 - 199,999 sf)	1	Per 2,000 square feet



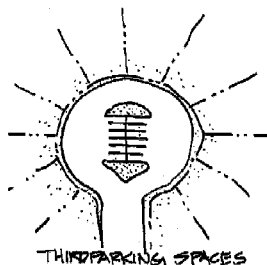
3rd Parking Space in Parking Bay

Industrial, manufacturing, processing (200,000 sf and over)	1	Per 3,000 square feet
Warehousing and storage terminals 0 - 49,999 sf	1	Per 2,000 square feet
Warehousing and storage terminals 50,000 sf and over	1	Per 5,000 square feet

*Square footage = Gross floor area. (07/06)

B. Parking Reduction

The number of minimum required parking spaces may be reduced by up to 10% if transit related amenities such as transit stops, pull-outs, shelters, park and ride lots, transit oriented developments and is when abutting a street with transit service are provided. (07/06)



3rd Parking Space in Cul-De-Sac

C. Parking Increase

The number of minimum required parking spaces shall not be increased by more than 50%. (5/98)

LE

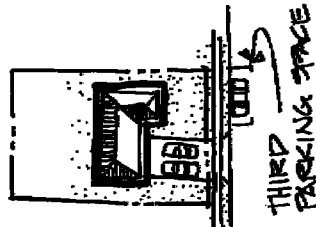
2.303.07 Standards for Disabled Person Parking Spaces

Disabled Person Parking Spaces shall comply with the requirements of the Uniform Building Code and ODOT standards. (5/98)

2.303.08 Bicycle Parking

- A Bicycle Parking Required.** Bicycle Parking shall be required in all public and semi-public, commercial and industrial development as well as park-and-ride lots. Bicycle parking shall be provided in the following amounts: (5/98)

LAND USE ACTIVITY	BICYCLE SPACES	HOW MEASURED
Multi-family apartments with 4 or more units	1	Per 2 units
Hotel, motel	1	Per 40 guest rooms
Hospital, nursing home, convalescent home	1	Per 50 beds
House of worship, auditorium, stadium, theater	1	Per 20 required vehicle parking spaces
Elementary school	1	Per classroom with a maximum of 10 required
Middle school	1	Per classroom with a maximum of 10 required
High school	1	Per classroom with a maximum of 10 required
Bowling center, skating rink, community center	1	Per 40 required vehicle parking spaces with a maximum of 6 required
Retail store	1	Per 10 required vehicle parking spaces with a maximum of 6 required
Service repair center; retail store handling bulky merchandise (e.g. furniture)	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Bank, offices, medical clinic, government offices	1	Per 20 required vehicle parking spaces with a maximum of 6 required



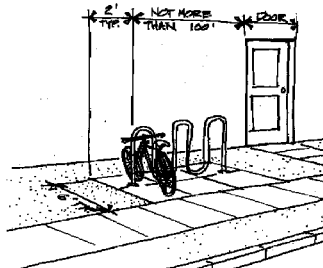
3RD PARK SPACE PROVIDED ON-STREET

Eating and drinking establishment	1	Per 20 required vehicle parking spaces with a maximum of 6 required
Wholesale establishment	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Industrial, manufacturing, processing	1	Per 30 required vehicle parking spaces
Warehousing and storage terminals	1	Per 30 required vehicle parking spaces

B. Bicycle Parking Development Requirements

1. **Space Size.** Each bicycle parking space shall be a minimum of six feet long and two feet wide and be accessible by a minimum four foot aisle. (5/98)
2. **Location.** All bicycle parking areas shall be within 50 feet of a building entrance and located within a well-lit area. (07/06)

3. **Rack Design.** Bicycle racks must be designed to secure the bicycle frame and at least one wheel, and, accommodate a locking device. Racks, lockers or other related facilities shall be securely anchored to the ground or to a structure. As an alternative, the bicycle spaces can be provided within a secured compound. (5/98)



Bicycle Parking Standards

4. **Access.** Access to a public right-of-way and pedestrian access from the bicycle parking area to the building entrance must be provided. (5/98)

C. Exemptions

The following uses are exempt from the bicycle parking requirements: (5/98)

1. Seasonal or temporary businesses. (5/98)

2. Drive-in theaters
3. Self-storage facilities
4. Automobile oriented businesses such as automobile service stations, automobile repair shops, restaurants without seating facilities (either indoors or outdoors), or oil and lubrication services, but excluding automobile retail businesses such as dealers or auto parts stores. (5/98)

2.303.09 Carpool and Vanpool Parking

New office or industrial development with 100 or more parking spaces shall designate at least 5% of the parking spaces for carpool or vanpool parking. These designated spaces shall be the closest parking spaces to the building entrance normally used by employees, with the exception of handicapped parking spaces. The carpool/vanpool spaces shall be clearly marked "Reserved - Carpool/Vanpool Only" along with specific hours of use. Any other use establishing car and vanpool spaces may reduce the minimum parking requirement by 3 spaces for each carpool/vanpool space created. (5/98)

2.303.10 Off-Street Loading Requirements

Off-street loading space shall be provided as listed below: (5/98)

- A. Commercial Office. Commercial office buildings shall require a minimum loading space size of 12 feet wide, 20 feet long and 14 feet high in the following amounts: for buildings over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)
- B. Commercial and Industrial. All other commercial or industrial buildings shall require a minimum loading space of 12 feet wide, 30 feet long, and 14 feet high in the following amount: for buildings containing over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)

2.303.11 Parking and Loading Area Development Requirements

All Parking and loading areas shall be developed and maintained as follows:

- A. Surfacing. All driveways, parking and loading areas shall have a durable, hard, dust free surface built to Department of Public Works standards. (5/98)

B. Parking Spaces

1. Dimensions. Parking spaces shall be a minimum 9 feet wide and 18 feet in length.
2. Compact Spaces. Compact parking spaces, at a reduced width of 8.5 feet, shall be permitted on sites with more than five (5) parking spaces. No more than 30% of the required parking shall be compact spaces and each space must be identified as a "Compact Space."

C. Aisle

The following minimum aisle dimensions shall apply: (5/98)

1. Without adjacent parking:
 - a. Single family residence: 12 feet
 - b. One-way: 12 feet
 - c. Two-way: 22 feet
2. With adjacent parking: (5/98)

PARKING ANGLE	AISLE WIDTH
0 to 40	14 feet
41 to 55	15 feet
56 to 70	18 feet
71 to 90	24 feet

- D. Screening. When any parking or loading area abuts a residential zone, the parking or loading area shall be screened or buffered as is required in Section 2.309.05. (07/06)

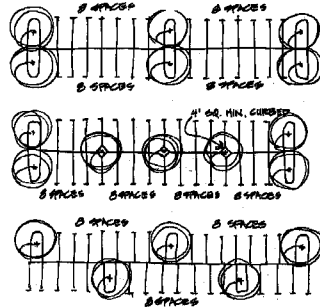
- E. Lighting. All lighting shall be directed entirely onto the loading or parking area and away from any residential use.



Parking Lot Screening

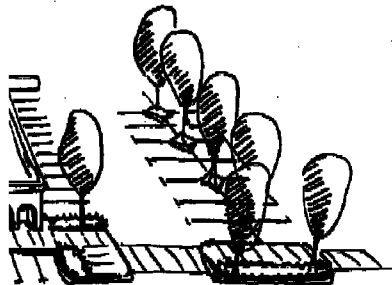
The lighting shall not cast a glare or reflection onto the public rights-of-way. (5/98)

- F. Landscaping. A tree shall be planted for every eight lineal parking spaces not located adjacent to a building. The planting space shall measure no less than 4 feet square and be surrounded by concrete curbing. The plant shall be of a species that the root system will not interfere with underground utilities or the parking surface, and, is capable of achieving a 15 foot radius. (07/06)



Parking Lot Tree Siting Alternatives

- G. Traffic Flow. Service drives to off-street parking areas shall be designed and constructed to allow flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrians and vehicular traffic on the site. (5/98)
- H. Entrance/Exits. Service drive exits shall have a minimum vision clearance area of 15 feet from the intersection of the street and driveway. (5/98)
- I. Bumper Rails. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or a bumper rail to prevent a motor vehicle from extending over an adjacent property, a street, or a sidewalk. The bumper shall be at least 4" high and located a minimum of 3 feet from the property line. (5/98)
- J. Existing development may redevelop a portion of existing parking areas in order to accommodate or provide transit-related amenities such as transit stops, pull-outs, shelters, and park and ride stations. The number of parking spaces may be reduced by up to 10% of the minimum required parking spaces for that use.



Parking Lot Landscaping

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ORDINANCE AMENDING KEIZER DEVELOPMENT CODE

At the June 20, 2011 Council meeting, Council directed our office to prepare an Ordinance approving the Keizer Development Code text changes regarding chickens in the residential zone. Such Ordinance is attached for your review.

RECOMMENDATION:

Adopt the attached Ordinance.

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

ESJ/tmh

1 BILL NO. _____

A BILL

ORDINANCE NO.

2011-_____

3 FOR

4
5 AN ORDINANCE

6
7 AMENDING KEIZER DEVELOPMENT CODE REGARDING
8 SECTION 2.203 (PERMITTED USES GENERALLY);
9 AMENDING ORDINANCE 98-389

10
11 WHEREAS, the Keizer Planning Commission has recommended to the Keizer
12 City Council amendments to the Keizer Development Code (Ordinance No. 98-389); and

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

15 WHEREAS, the Keizer City Council has determined that it is necessary and
16 appropriate to amend the Keizer Development Code as set forth herein; and

17 WHEREAS, the Keizer City Council has determined that such amendments meet
18 the criteria set forth in state law, the Keizer Comprehensive Plan, and the Keizer
19 Development Code;

20 NOW, THEREFORE,

21 The City of Keizer ordains as follows:

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

24 Section 2. AMENDMENT TO THE KEIZER DEVELOPMENT CODE. The
25 Keizer Development Code (Ordinance No. 98-389) is hereby amended by the adoption

1 of the changes to Section 2.203 (Permitted Uses Generally) as set forth in Exhibit "B"
2 attached hereto, and by this reference incorporated herein.

3 Section 3. SEVERABILITY. If any section, subsection, sentence, clause,
4 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, or
5 is denied acknowledgment by any court or board of competent jurisdiction, including,
6 but not limited to the Land Use Board of Appeals, the Land Conservation and
7 Development Commission and the Department of Land Conservation and Development,
8 then such portion shall be deemed a separate, distinct, and independent provision and
9 such holding shall not affect the validity of the remaining portions hereof.

10 Section 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
11 after its passage.

12 PASSED this _____ day of _____, 2011
13 SIGNED this _____ day of _____, 2011
14
15
16

17 _____
18 Mayor
19
20

City Recorder

EXHIBIT “A”

Findings regarding the adoption of amendments to the Keizer Development Code (Section 2.203 (Permitted Uses Generally)).

The review criteria are listed in Section 3.111.04 of the Keizer Development Code.

The City of Keizer finds that:

1. General Findings.
 - a. The particulars of this case are found within planning file Text Amendment 2011-06. Public hearings were held before the Planning Commission on May 11, 2011 and also before the City Council on June 20, 2011. The Planning Commission reviewed the proposed revisions and in a 7-0 vote recommended that it be adopted. The City Council in a 3-2 vote directed staff to prepare findings and an ordinance to adopt the proposed text amendment.
2. Amendments to the Comprehensive Plan or Development Code shall be approved if the evidence can substantiate the following. Amendments to the map shall be reviewed for compliance with each of the following, while text amendments shall only be reviewed for compliance with Section 3.111.04 B, C, and D. Given that this is a text amendment Section 3.111.04 A is not applicable.

3. **Section 3.111.04.B - A demonstrated need exists for the product of the proposed amendment -**

Findings: The proposed revision to the zone code reflects a demonstrated need. The City Council has recognized that from time to time the Keizer Development Code should be updated to avoid having the code become so out of date that it would require a massive and costly comprehensive update. The proposed amendments will establish clear development standards for the keeping of chickens on residential single family lots within the city limits. Therefore, the proposed code revision complies with this review criterion.

4. **Section 3.111.04.C- The proposed amendment to the Keizer Development Code complies with statewide land use goals and related administrative rules**

FINDINGS: The proposed text amendment complies with the statewide land use planning goals as discussed below.

Goal 1 – Citizen Involvement: The adoption of this ordinance followed notice to interested parties, a public process of decision making involving public hearings, deliberation, and ordinance adoption. Public notice was provided in the Keizer Times. Public hearings were held before the planning commission and the city council. Public hearings were held before the Planning Commission on May 11, 2011 and also before the City Council on June 20, 2011. Citizens were afforded the opportunity to participate in the public process. Finally, the city council meetings are televised further providing an avenue for awareness of the issue. This process is consistent with the provision for providing an opportunity for citizens to be involved in all phases of this planning process as required by this goal and with implementing administrative rules within Oregon Administrative Rules.

Goal 2 – Land Use Planning: This ordinance amends the Keizer Development Code. The adoption proceeding was conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Notice was published in the Keizer Times. Public hearings were conducted before both the planning commission and city council where an opportunity for both verbal and written testimony was provided. Therefore, the proposed revision to the zone code is consistent with this statewide planning goal and administrative rules.

Goal 3 – Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits there are only two zones (EFU and SA) which are designated to allow commercial agricultural uses. The amendment involves regulations within the boundaries of the city limits of Keizer. Since the text amendment will only involve lands that are designated Single Family Residential it will not affect either the EFU or the SA zoned lands. Therefore, the proposed amendment will comply with the Farm Land Goal and with any implementing administrative rules.

Goal 4 – Forest Land: The intent of this goal is to protect lands that are designated for commercial forest uses. There are no lands designated within the city limits to allow for commercial forestry. Also, there are no commercial forest lands near or adjacent to Keizer. The amendment to KDC Section 2.203 does not involve any land which is designated as forest land, nor will it impact the use of any forest lands. Therefore, this Goal and implementing administrative rules are not applicable to the proposed zone code amendments.

Goal 5 – Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. The proposed amendments to the zone code regulations will not affect any of the city's natural resources protection regulations nor the lawful use of any properties that are within this overlay zone. Therefore, the amendment will be

consistent with this goal and with administrative rules designed to implement this goal.

Goal 6 – Air, Water and Land Quality: The intent of this goal is to protect the city's air, water and land qualities. The city provides its residents with city water from groundwater sources. New construction is required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination from failing on-site septic systems. The city has storm water regulations which are geared to maintain water quality in Willamette River or any local streams. Land quality is preserved through the city's erosion control regulations and through zone code development regulations. Air quality is preserved through the city development code regulations which limit certain types of uses in certain zones. Primarily, air quality regulations will continue to be enforced by the appropriate state agencies which govern air emission standards. The revision to the city's zone code regulations to allow home owners to keep 3 chickens for personal and not commercial use will have no impact on the quality of air, water, or land resources and so complies with this goal and with administrative rules that implement this goal.

Goal 7 – Natural Hazards: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains within the city limits. A floodplain is the area that is adjacent to a body of water which may be subject to periodic inundation. In Keizer, these are primarily located along the Willamette River and smaller streams such as Claggett Creek. The floodplains have been mapped by the federal government. With the exception of areas removed from the 100-year floodplain through the Letter of Map Amendment the 100-year floodplain is the area of greatest concern. While this area is referred to as a 100-year floodplain it is because it has a statistical probability of having a 1% chance of flooding in any one year. The last major 100 year flood event was the 1964 flood. By contrast, the 1996 flood was not a 100 year flood event for Keizer, although clearly there was a significant amount of water flowing through parts of Keizer during that flood event. The intent of the floodplain regulations is to minimize the loss of life and property damage by preventing development, elevating structures above the flood elevation, or flood proofing structures in the floodplain. Only in the area identified as a floodway will most forms of development be prohibited. The floodway is that area that is generally the channels of rivers and streams which during a flood event will experience very significant water depth and velocity flows. The revision to the zone code will neither impact this goal nor any administrative rules.

Goal 8 – Recreation: This goal requires the city to identify and plan for the current and future recreation needs of the residents of the city. The city has an adopted Parks and Recreation Master Plan that inventories the parks,

playgrounds, and other recreational opportunities within the city limits and also plans for the city's future park and recreation needs. The proposed amendment to the city's regulations to allow the keeping of chickens will not have any impact on the recreational activities or uses within the city. Therefore, the amendments will not impact either this goal or any administrative rules that implement it.

Goal 9 – Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. The city is currently engaged with Marion and Polk Counties and with the City of Salem to conduct a planning study of an economic opportunity analysis for the Salem – Keizer regional area. The intent of this study is to identify potential economic opportunities facing the region so as to better plan to take advantage of these economic opportunities. Therefore, the proposal is consistent with this goal and with all administrative rules.

Goal 10 – Housing: This goal requires the city to plan and provide for the housing needs of its residents. The intent of the proposed text amendment is to allow the option for the keeping of 3 chickens on residential single family lots. The city is currently engaged in a housing needs analysis that will identify the projected 20 year housing needs for the city. The proposed amendment to KDC Section 2.203 will not impact either this goal or any related rules.

Goal 11- Public Facilities and Services: The intent of this goal is to develop a timely, orderly and efficient arrangement of public facilities and services necessary to serve the residents of Keizer. The city provides its residents with water, sanitary sewer, has an established street system, administrative and police and public safety also are provided by the city. Fire protection services will continue to be provided by the Keizer Fire District or Marion County Fire District #1 depending on which district the land proposed to be annexed is located. The allowance for the keeping of chickens will not impact any of the city's public facilities and services. The proposed amendment to KDC Section 2.203 will comply with this goal and all administrative rules.

Goal 12 – Transportation: The city has an adopted Transportation System Plan that describes the city's transportation systems. This system includes streets, transit bike, and pedestrian systems. The option to allow home owners to keep chickens on their property will not affect either this goal or any rules.

Goal 13 – Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. The proposed zone code text amendments will have not impact this goal nor any of the implementing administrative rules.

Goal 14 – Urbanization: The intent of this goal to provide for an orderly and efficient transition from rural to urban land use. The city has an adopted Comprehensive Plan and zone code that complies with the goal. The proposed text amendment to KDC Section 2.203 will allow the option for residential homeowners to be able to keep chickens on their property for personal and not commercial use. The proposed zone code revision will have no impact on the intent of this goal as it only will involve land that is within the city limits and not the use of land being transitioned from rural to urbanized uses.

Goal 15 – Willamette River: This goal seeks to protect, conserve, maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed text amendments will not impact the Willamette River. The revision to the city's requirements in KDC Section 2.203 will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and so this goal is not applicable.

Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes), and Goal 19 Ocean Resources) govern areas along the ocean. Since Keizer is not located along the coast, these goals are not applicable

In consideration of the above findings, the proposed zone code revision to KDC Section 2.203 complies with all applicable statewide land use goals and with all applicable administrative rules which implement the relevant goal.

5. **Section 3.111.04.D - The amendment is appropriate as measured by at least one of the following criteria:**

- a. It corrects identified error(s) in the previous plan.
- b. It represents a logical implementation of the plan.
- c. It is mandated by changes in federal, state, or local law.
- d. It is otherwise deemed by the council to be desirable, appropriate, and proper.

FINDINGS: The proposed amendments are intended in part to correct several identified errors within the existing regulations. The proposed revisions will allow the keeping of 3 chickens as an agricultural use subject to the requirements within Section 2.203 (Permitted Uses Generally) section of the Keizer Development Code. This will limit the chickens to only hens - no roosters, and only 3 hens may be kept on a property with a single family or duplex residence on it. The chickens shall be for personal and non-commercial use, and a coop will be required and shall be located in a side or rear yard a minimum of 10 feet from any adjacent property line. The Council required a no-fee permit.

While there are no Comprehensive Plan goals or policies that offer guidance, it is determined that the proposed amendment to the zone code represents a logical implementation of the Keizer Comprehensive Plan. The proposed amendment is not mandated by any federal, state, or local laws. The City Council has, by this adoption, determined that the text revision to KDC Section 2.203 is desirable, appropriate, and proper. As such, the proposal complies with this criterion.

2.203 PERMITTED USES GENERALLY

2.203.01 Permitted Uses

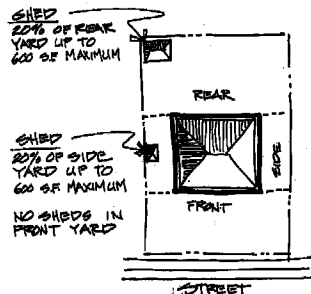
The following uses and activities are permitted in all zones:

- A. Utility Facilities. Placement and maintenance of underground or above ground wires, cables, pipes, guys, support structures, pump stations, drains, and detention basins within rights-of-ways by public agencies and utility companies for telephone, TV cable, or electrical power transmission, or transmission of natural gas, petroleum products, geothermal water, water, wastewater, sewage and rainwater. (5/98)
- B. Railroad Tracks. Railroad tracks and related structures and facilities located within rights-of-ways controlled by railroad companies. (5/98)
- C. Street Improvements. Surfaced travel lanes, curbs, gutters, drainage ditches, sidewalks, transit stops, landscaping and related structures and facilities located within rights-of-ways controlled by a public agency. (5/98)
- D. Public Right-of-way Expansion. Expansion of public right-of-way and widening or adding improvements within the right-of-way, provided the right-of-way is not expanded to more width than prescribed for the street in the Public Facilities segment of the Comprehensive Plan. (5/98)
- E. Signs. Signs as permitted in Section 2.300. (5/98)

2.203.02 Permitted Residential Accessory Structures and Uses

The following accessory uses shall be permitted subject to the following limitations and requirements:

- A. Accessory Structures and Uses. The following accessory structures and uses are permitted on a lot in any zone in conjunction with a permitted dwelling or manufactured home:
 - 1. Decks and patios (open, covered or enclosed). (5/98)
 - 2. Storage building for fire wood, yard maintenance equipment or tools, or, personal property not



Accessory Structure Locations

used in conjunction with any commercial or industrial business other than a home occupation. (5/98)

3. Green house or hobby shop. (5/98)
 4. Swimming pools, hot tubs, and saunas along with associated structures. (5/98)
 5. Pets, including outdoors shelters or runs. (5/98)
 6. Fall-out shelters. (5/98)
 7. Garages and carports. (5/98)
 8. Rooms for 1 or 2 boarders residing in the dwelling. (5/98)
- B. Fences. Fences are a permitted accessory or secondary use in all zones subject to the requirements in Section 2.312.10. (5/98)
- C. Residential Office. One manager's office of 400 square feet or less for rental of dwellings is a permitted accessory use in the RL, RM, RH and CM zones provided the office is located within a building containing dwelling units. (5/98)
- D. Agricultural Uses. Gardens, orchards and crop cultivation primarily for personal use is a permitted use accessory to a dwelling in residential zones, except that the keeping of livestock, poultry (except chickens) or the sale of such, as well as the selling of produce ~~livestock, poultry and produce~~ on site are prohibited. (5/98)Chickens are only permitted consistent with the following standards:
1. Chickens shall only be kept upon property occupied by a detached single family dwelling or duplex.
 2. No more than 3 hens may be kept on any one property.
 3. The keeping of roosters is prohibited.
 4. Chickens shall be kept for personal, non-commercial use only. No person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.
 5. Chickens and chicken coops shall only be located in a side or rear yard.
 6. Chicken coops shall comply with Accessory Structure requirements in Section 2.313 B, C, D, and F.

7. Chicken coops shall be kept clean, dry, free of noticeable odors, and in good repair.
8. A chicken coop is required.
9. Chicken coop shall be setback a minimum 10 feet from adjacent property lines.
10. Applicant shall obtain a permit from the city prior to the keeping of chickens.

2.203.03 Permitted Non-residential Accessory Structures and Uses

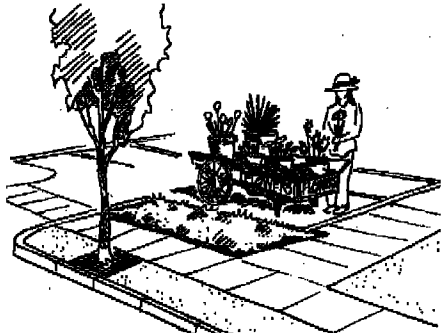
- A. Rental Office. A manager's office for rental of space in an industrial zone. (5/98)
- B. Mobile Classrooms. Mobile classrooms are a permitted accessory use in conjunction with elementary and secondary schools. (5/98)

2.203.04 Permitted Temporary Uses

The following temporary uses shall be permitted subject to the following limitations and requirements:

- A. Permitted Activities. Outdoor tree or fireworks sales are permitted in all zones except residential. Amusement and recreational service (SIC 799); and retail sales and services from a vehicle or temporary structure are permitted in all permitting zones, except residential, as a secondary use. However, houses of worship on arterial or collector streets may conduct any temporary use as described in this section. (2/01)

1. The uses are otherwise permitted to be outdoors in the zone. (5/98)
2. The activity is located on the same lot for no more than 90 days in any calendar year. (5/98)
3. The required parking for the primary uses on the same lot is not reduced below Ordinance requirements. (5/98)
4. The use does not block driveways, driveway



entrances or parking aisles. (5/98)

5. The activity conforms to all signage requirements in Section 2.308. (5/98)
 6. The activity conforms to all setback requirements applicable to the lot and zone. (5/98) Figure 3.210.04 Pre-Application Co - Temporary Business
 7. The operator of a temporary use shall provided the required information, pay the applicable fee, obtain and display the required temporary business permit. (5/98)
 8. The operator of a temporary use shall obtain all permits required by other agencies including those required for food handling and sales, and the sale of fireworks. (5/98)
- B. Temporary Construction Facilities. Mobile offices, temporary power equipment and temporary structures to house personnel and store equipment during construction, provided the structures are not used as dwellings. (5/98)
- C. Produce Stands. Temporary roadside stands in conjunction with a farm use provided:
1. Sales are limited to produce grown in the vicinity with at least 51% of the produce is grown on the premises. (5/98)
 2. One off-street parking space is provided for each 100 square feet of floor area. (5/98)
 3. The roadside stand is operated for no more than 6 months in any calendar year and only between official sunrise and sunset. (5/98)
- D. Yard Sales and Auctions. Yard sales in any residential zone, and auctions in Commercial and Industrial zones, provided there are not more than 3 sales in a calendar year with each sale not to exceed three consecutive days. Merchandise and signs shall remain on private property. (5/98)
- E. Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to protect the health, safety and welfare of the public. (5/04 – Ord 2004-498)

COUNCIL MEETING: August 1, 2011

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: AUTHORIZATION TO ACCEPT GRANT FROM MARINE BOARD TO
CONSTRUCT BOAT RAMP AT KEIZER RAPIDS PARK.**

BACKGROUND: The City has competitively pursued the award of Marine Board funding to construct a boat ramp at Keizer Rapids Park. On June 27, the Oregon State Marine Board authorized the award of \$750,000 for the construction of a boat ramp at Keizer Rapids Park. This requires a cash match of \$250,000 and a soft match of \$85,000 in "soft" (administrative costs).

It is the objective of Keizer city staff to reduce the amount of cash contribution through donations and volunteer work wherever possible. This will have to be done in coordination with the Marine Board and will depend upon their authorization of such work.

The boat ramp was included into the master plan of Keizer Rapids Park, primarily due to the fact that access to the Willamette River with a marine facility was the most desired park amenity asked for by the citizens of Keizer.

This project would be a fulfillment of the commitments made previously when the City was awarded funds to acquire the property of Keizer Rapids Park. Those funds were granted with the stipulation that the City would construct a single lane Boat ramp to access this section of the Willamette River.

This is also a realization of the successful pursuit of the necessary permits from the Department of State Lands and the Army Corps of Engineers to accomplish the project.

In all, the City has worked on this project, securing funding grants, and completing the requirements of those grants for the last 8 years.

The project is under a time constraint, in that our permits with the Army Corps of Engineers were granted under a "nation-wide permit" which expires in January, 2012. The Marine Board staff has expressed a concern that these permits may not easily be renewed. The City would have to demonstrate commencement of the project by that date.

The project must proceed to develop full construction drawings, bid the project, and be prepared to construct when the "in water work period" commences, which is from July through September of 2012.

The design of the facility was undertaken with the guidance of a City "Boat Ramp Task Force" and represents a significant amount of work on those citizens part. In that process, the concerns of the neighborhood were discussed and mitigations were established with regard to limiting the number of parking stalls, orientation and overall design of the proposed facility.

The Marine Board has been extremely helpful throughout this process and has committed to work with the City to establish a facility that meets the needs of the Citizens of Keizer and the boaters of the state on this National Heritage River.

RECOMMENDATION: Adopt the attached resolution authorizing the City Manager to sign the necessary grant agreement with the Oregon State Marine Board and to accept the funds necessary to construct the master planned boat ramp at Keizer Rapids Park.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2011- _____

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5
6 AUTHORIZING THE CITY MANAGER TO SIGN STATE MARINE
7 BOARD FACILITY GRANT COOPERATIVE AGREEMENT FOR
8 KEIZER RAPIDS PARK BOATING IMPROVEMENTS
9

10
11 WHEREAS, the City of Keizer has applied for a Boating Facility Grant from the
12 Oregon State Marine Board for construction of a boating facility located at Keizer
13 Rapids Park;

14 WHEREAS, the Oregon State Marine Board has approved the grant and wishes to
15 award it to the City;

16 WHEREAS, the Oregon State Marine Board and the City are authorized to enter
17 into cooperative agreements under Oregon Revised Statutes Chapter 190;

18 WHEREAS, the Oregon State Marine Board and the City wish to enter into the
19 attached cooperative agreement relating to the grant;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the City
22 Manager is authorized to execute the attached State Marine Board Facility Grant
23 Cooperative Agreement for Keizer Rapids Park boating improvements.
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BE IT FURTHER RESOLVED that the City Manager is directed and authorized
to take all action necessary and appropriate in connection with such Cooperative
Agreement within the normal budgetary constraints of the City of Keizer.

BE IT FURTHER RESOLVED that the matching funds shall be paid out of the
Park Improvement Fund.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

**STATE MARINE BOARD
FACILITY GRANT COOPERATIVE AGREEMENT
FACILITY GRANT NO. 1441 – KEIZER RAPIDS PARK BOATING IMPROVEMENTS**

This Agreement is entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the "Board," and the City of Keizer, hereinafter called the "Recipient."

RECITALS

WHEREAS, the Board and the Recipient are authorized under ORS Chapter 190 to enter into cooperative agreements.

WHEREAS, the Board is authorized to provide grants for boating facility projects under ORS 830.150.

WHEREAS, the Board has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below.

WHEREAS, the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other Board adopted policies and procedures.

WHEREAS, the purpose of this Agreement is to set forth the obligations of both parties in the development of recreational boating facilities at Keizer Rapids Park for the construction of a boat ramp, boarding floats, boat trailer parking, vault toilet and piling, hereinafter called the "Project," as described in the Recipient's Facility Grant Application 1441 and Staff Report to the Board. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

NOW, THEREFORE, the Board and the Recipient agree to the following:

I. BOARD COVENANTS

1. Grant Funds. Upon approval by its governing body, the Board shall provide grant funds in the amount of \$50,000 in dedicated state boater funds to the Recipient to fund the Project. The Board shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administration, overhead, or indirect costs whether or not related to this Agreement.
2. Payments. After the Recipient awards the contract for purchase of materials or equipment or construction of the Project, and construction activities commence the Board shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to the Board, disburse funds to the Recipient in accordance with Section III.
3. Overpayment. In the event that the aggregate amount of the Board's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to the Board the amount paid in excess of such

allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

4. Disallowed Costs. The Recipient agrees that payment(s) made by the Board under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by the Board not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay the Board the amount of such excess within 30 days after written notice of disallowed costs is provided by the Board.
5. Cost Savings. Any cost savings realized on the Project shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.1. and Section IV.1.
6. Board Principal Contact:

Name/Title: Wayne Shuyler, Facilities Section Manager/Deputy Director

Address: PO Box 14145, 435 Commercial St. NE, Salem, OR 97309-5065

Phone/FAX: (503) 378-2605 (503)378-4597

II. TERM; PROJECT COMPLETION; PROJECT OWNERSHIP

1. Term. The term of this Agreement shall begin upon the Effective Date and continue for twenty (20) years after the date of project completion or the date of final payment issuance, whichever is later. The Effective Date is the date that the last party to sign this Agreement has duly executed this Agreement and all required approvals have been obtained.
2. Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to the Board, on or before June 30, 2013. Unless approved in writing, the Board shall not be obligated to disburse any payments after this date.
3. Project Ownership. The Board acknowledges and agrees that the Project is the exclusive property of the Recipient. The Board is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

III. CONDITIONS TO DISBURSEMENT

1. Conditions Precedent to Any Reimbursement. The Board shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless the Board has received from the Recipient:
 - a. Prior to Project bid advertisement or construction, the final architectural and engineering plans, specifications, and cost estimate(s) for the Project, said plans, specifications and estimates to be in form and substance satisfactory to the Board;
 - b. Prior to Project construction a copy of all required, federal, state and local permits or

approvals for the Project; and

- c. A copy of the contractor's, vendor's or supplier's bid pricing, unless the Recipient is completing the project.
 - d. Reimbursement Requests must be submitted on the approved Board form along with all supporting documentation.
2. Conditions Precedent to Partial Progress Payment(s). The Board shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting material documenting the percentage of Project completion has been received, reviewed and approved by the Board. Approved reimbursement payments shall be prorated based on each of the parties' matching cash contribution to the Project. In no event shall the Board disburse more than ninety percent (90%) of the amount indicated in Section I.1. as progress payments.
3. Conditions Precedent to Final Payment. The Board shall not be obligated to make final payment hereunder until:
- a. Recipient submits the reimbursement request on the approved Board form along with all supporting documentation. Non-itemized and/or incomplete reimbursement requests will be held for payment processing until Recipient supplies adequate documentation. Approved payments are made on a prorated basis according to each of the parties' matching cash contributions.
 - b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting the Board with funding the Project.
 - c. Inspection and approval of the Project by the Board; and
 - d. Upon approval by the Board, final payment shall be made to the Recipient within thirty (30) days.

IV. RECIPIENT COVENANTS

1. Matching Cash Funds. The Recipient shall contribute the total sum of \$250,000 cash and procure \$700,000 from the Oregon Department of Fish and Wildlife federal Sport Fish Restoration funds as described in the Staff Report.
2. Matching Non-cash Resources. The Recipient shall contribute the total sum of \$85,000 in-kind administration, labor, equipment, materials and permits as described in the Staff Report. These are non-reimbursable items.
3. Construction. The Recipient shall award, and monitor the contractor's performance under the construction contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify the Board immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or

modifications unless otherwise specifically agreed to in writing by the Board.

4. Commercial Uses.

- a. For purposes of this section 4, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to Board Policy 93-06 or 93-02, where the Recipient
 - i. has financial profit as a goal,
 - ii. charges any fees or receives any benefit to provide services, supplies or goods, or
 - iii. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.

5. Project Sign. The Recipient shall post in a conspicuous location at the site a sign identifying the Board's participation in the Project.

6. Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7. User Fees. Recipient shall notify and request written approval from the Board of any user fees charged for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by the Board. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-14-004 eligibility on publicly owned and operated Projects.

8. Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement.

9. Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against the Board, due to any construction or maintenance activities at the Project.

10. Liabilities. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a

party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the Board is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the Board shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the Board on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Board on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Board's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Board had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the Board (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Board in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the Board on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the Board on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

11. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter

defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

13. Compliance with Applicable Law. The Recipient agrees to comply with Boating Facility Grant Program rules OAR 250-014 and all applicable Board adopted policies and procedures. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Board's performance under this Agreement is conditioned upon the Recipient's compliance with the obligations intended for contractors under ORS 279B.220, 279B.230, 279B.235 279C.500 and 279C.530 (unless inapplicable as a matter of federal law), which are incorporated by reference herein. The Recipient shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as recycled product is defined in ORS 279A.010(1)(gg)).
14. Records Maintenance. The Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Recipient's performance. The Recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
15. Access. The Recipient acknowledges and agrees that the Board and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Recipient that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. The Recipient shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
16. Recipient Principal Contact: The Recipient must notify the Board immediately if the point of contact changes.

Name/Title: _____
Address: _____
Phone/Fax: _____

V. TERMINATION; REMEDIES

1. Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to the Board; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse the Board for all funds contributed by the Board to the Project; provided further that until the Recipient has fully reimbursed the Board for such funds, the Recipient shall comply with the terms hereof.
2. Termination Because of Non-Appropriation or Project Ineligibility. The Board, at any time upon thirty (30) days prior written notice to the Recipient, may modify or terminate this Agreement if:
 - a. The Board fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
 - b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to the Board. The Recipient shall deliver written notice to the Board of such termination no later than thirty (30) days from the determination by the Recipient of the event of non-appropriation. The Board shall pay for all authorized project costs expended up to the date of written notice of termination.
3. Termination for Default. The Board, at any time upon thirty (30) days prior written notice of default to the Recipient, may modify or terminate this Agreement if:
 - a. The design, permitting, or construction of the Project is not pursued with due diligence;
or
 - b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
 - c. The construction of the Project is not permissible under federal, state, or local law; or
 - d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
 - e. The Recipient, without the prior written approval of the Board, uses the funds provided by the Board hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by the Board; or
 - f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or

- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, or conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
4. Rights and Remedies. The Recipient shall, within thirty (30) days of its receipt of a notice of default, reimburse the Board for all funds contributed by the Board to the Project. Further, the Board shall have any and all rights and remedies available at law or in equity.

VI. GENERAL PROVISIONS

1. No Duplicate Payment. The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.
2. Amendments. This Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.
3. Force Majeure: If either Recipient or Board is rendered unable to perform its duties under this Agreement due to acts of God, riot, war, terrorism, bioterrorism, civil unrest, flood, earthquake, power outage, or government fiat (a "Force Majeure Event"), then during the pendency of such Force Majeure Event, but for no longer period, the obligations of such Party will be suspended (or reduced, as applicable) to the extent the Force Majeure Event makes performance impossible. During the occurrence of a Force Majeure Event, Recipient shall use best efforts to continue to perform its duties under this Agreement to the maximum extent possible notwithstanding such occurrence. Upon the occurrence of a Force Majeure Event, Board is obligated to pay only for those deliverables actually delivered and accepted by Board. If the Force Majeure Event continues to prevent performance for a period of thirty (30) consecutive days, then Board has the right to suspend its performance or terminate this Agreement, or both.
4. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.
5. No Third-Party Beneficiaries. The Board and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
6. Tax Compliance. By signature on this Agreement for Recipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation

of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

7. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective successors and assigns; provided however that the Recipient may not assign this Agreement or any interest therein without the prior written consent of the Board, which consent may be withheld for any reason. Board's consent to any subcontract (or other delegation of duties) does not relieve Recipient of any of its duties or obligations under this Agreement.
8. Severability. The Board and the Recipient agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provisions held to be invalid.
9. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Board or the Recipient at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Agreement Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
10. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
11. Governing Law; Venue; Consent to Jurisdiction.
 - a. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
 - b. Designation of Forum. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to

venue, and waives any claim that such forum is an inconvenient forum.

c. Federal Forum. Notwithstanding Section b, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

12. Merger Clause: Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE BOARD AND THE RECIPIENT ON THE SUBJECT MATTER HEREOF. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE BOARD AND THE RECIPIENT. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT PROVISION OR ANY OTHER PROVISION. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

BOARD:
State of Oregon, acting by and through its
State Marine Board

RECIPIENT:
City of Keizer

By: _____
Scott Brewen

By: _____

Title: Director

Title: _____

Date: _____

Date: _____

Telephone: (503) 378-2619

Telephone: _____

Fax No: (503) 378-4597

Fax No: _____

Address: PO Box 14145,

Address: _____

Salem, OR 97309

FEIN: _____

DUNS ID. No. _____

COUNCIL MEETING: August 1, 2011

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: INTERLOCAL AGREEMENT WITH ODOT FOR DESIGN AND
CONSTRUCTION OF ROUNDABOUT AT VERDA LANE AND
CHEMAWA RD. N.E.**

BACKGROUND: Based on previous direction from the City Council, and the Keizer Transportation System Plan, Keizer has been successful in having this roundabout project included in the State Transportation Improvement Program. The funding source for the construction of a roundabout at Verda Ln. and Chemawa Rd NE will be primarily from State Transportation Improvement Program funds, which are federal funds managed by the State. As such, the complexity and expense of the project is raised to an abnormal level and the project must be managed by an agency certified for these types of projects.

Marion County, with whom which we work on many street projects, is in the process of becoming certified, however, at this time they are not. Therefore, the most direct manner to accomplish this work is to enter into an agreement with Oregon Department of Transportation.

RECOMMENDATION: Adopt the attached resolution authorizing the City and Oregon Department of Transportation to work together to design and construct a roundabout at Chemawa Rd NE and Verda Ln.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING 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, OREGON

WHEREAS, the City of Keizer has applied for STP-Urban funds from the
Department of Transportation for improving the efficiency of the intersection located at
Chemawa Road and Verda Avenue;

WHEREAS, STP-Urban funds have become available in the amount of
\$493,000.00 and the Oregon Department of Transportation has presented the City with
an agreement to replace the four way stop at Verda Avenue and Chemawa Road with a
roundabout;

WHEREAS, Oregon Revised Statutes Chapter 190 authorize state agencies and
city local governments to enter into cooperative agreements;

WHEREAS, the Oregon Department of Transportation and the City wish to enter
into the attached Local Agency Agreement;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor and
City Manager are authorized to enter into that certain Oregon Department of

1 Transportation Local Agency Agreement Surface Transportation Program – Urban, a
2 copy of which is attached hereto.

3 BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized
4 to take any actions consistent with such agreement.

5 BE IT FURTHER RESOLVED that the matching funds and non-participating
6 costs shall be paid out of the Street Fund.

7 PASSED this _____ day of _____, 2011.

8

9 SIGNED this _____ day of _____, 2011.

10

11

12

13

14

15

16

Mayor

City Recorder

Oregon Department of Transportation
LOCAL AGENCY AGREEMENT
SURFACE TRANSPORTATION PROGRAM – URBAN
Verda Lane at Chemawa Road
City of Keizer

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF KEIZER, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Verda Lane and Chemawa Road are part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency replacing the current four (4) way stop at Verda Lane and Chemawa Road with a roundabout, hereinafter referred to as "Project." The Project consists of the preliminary engineering and right of way phases. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$550,000, which is subject to change. STP-Urban funds for this Project will be limited to \$493,000. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.
3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.

4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.
6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
7. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
8. This Agreement may be terminated by mutual written consent of both Parties.
9. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
10. Any termination of this Agreement will not prejudice any rights or obligations accrued to the Parties prior to termination.
11. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement will control over the attachments, and Attachment 1 will control over Attachment 2.
12. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and will, upon Agency's breach of any such conditions that requires State to return funds to the Federal Highway Administration, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount will be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. State's Project Manager for this Project is Mark Foster, Local Agency Liaison, ODOT, Highway Division, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301-

5395; telephone (503) 986-2650; email: mark.a.foster@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

15. Agency's Project Manager for this Project is Rob Kissler, Public Works Director, City of Keizer, PO Box 21000, Keizer, Oregon 97307; telephone (503) 856-3554; email: kisslerr@keizer.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

16. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.

17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement will not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key No. 17313) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

Signature page to follow

CITY OF KEIZER, by and through its
elected officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Attorney

Date _____

By _____
Assistant Attorney General

Date _____

Agency Contact:

Rob Kissler, Director
City of Keizer Public Works Department
PO Box 21000
Keizer, OR 97307
Phone (503) 856-3554
Email: kisslerr@keizer.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

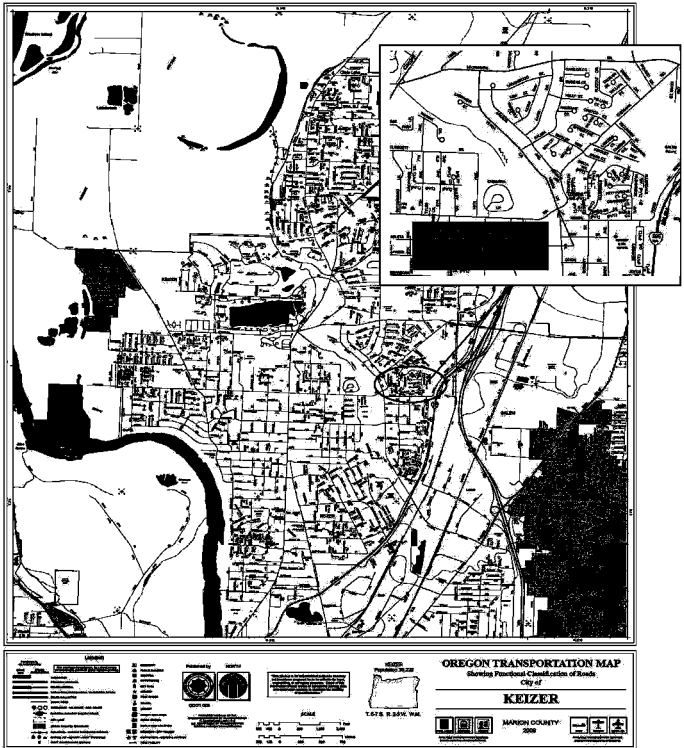
By _____
Region 2 Planning & Development
Manager

Date _____

State Contact:

Mark Foster, Local Agency Liaison
ODOT, Highway Division, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301-5395
Phone (503) 986-2650
Email: mark.a.foster@odot.state.or.us

EXHIBIT A
Project Location Map



ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, assist State with acquisition of necessary right of way and/or easements, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Upon State's award of the construction contract, Agency, or its consultant, shall be responsible to perform all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
3. State may make available Region 2's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the consultant and make funds available to the State for payment of those services. All eligible work will be a federally participating cost and included as part of the total cost of the Project.
4. Indemnification language in the Standards Provisions, Paragraphs 46 and 47, shall be replaced with the following language:
 - a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - b. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which

resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- d. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
5. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and/or service demand.
6. Maintenance responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program

shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
 - a. Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use

- in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
- b. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - d. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which

the local agency participates. The cost of this audit can be partially prorated to the federal program.

30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a. Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b. Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c. Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under, the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.
42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

49. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

50. Agency certifies by signing the Agreement that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: AVALON MEADOWS STREET RESURFACING

DATE: JULY 20, 2011

BACKGROUND:

The owner of Berkshire Mobile Home Park decided to convert the Park from a private facility of 102 rental spaces and private streets into a single family residential sub-division of 81 lots. The City public improvement requirements outlined in the Development Code for Avalon Meadows Sub-Division (Berkshire Mobile Home Park) require public water, sanitary sewer, storm sewer, sidewalks, street light district and street widening including final asphalt overlay. The public improvements are complete except for the final asphalt overlay. Public Works construction permits require a form of financial guarantee that the final asphalt overlay will be placed twelve months after sub-division acceptance by the City. The developer chose to provide a Performance Bond as their form of financial guarantee for the pavement overlay.

The remaining unsold lots in Avalon Meadows have entered into fore closure which has triggered a notification to the Insurance Company who provided the Performance Bond for final pavement overlay guarantee. City Legal Department has received correspondence guaranteeing the City payment of \$71,011 which was the overlay cost estimate when the sub-division was accepted.

Staff has contacted Marion County Public Works and requested Avalon Meadows be included in their upcoming pavement preservation project bid list in an attempt to complete this project prior to the fall rains. Marion County has agreed to add this City project to their bid list that is scheduled to open on August 2, 2011. The County's estimate to complete the Avalon Meadows pavement overlay is \$59,000 which does not include construction management, engineering or administration costs performed by both agencies. Marion County will bill the City when the project is complete and acceptable. It is likely the total project costs will be near or slightly over the \$71,000.

FISCAL IMPACT:

Funds are available in the Street Fund line item 94 to complete this project.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution providing the necessary funding to complete the Avalon Meadows pavement overlay. Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

**AUTHORIZATION FOR RESOLUTION TRANSFER OF UNANTICIPATED INSURANCE
PROCEEDS TO BE USED FOR CAPITAL OUTLAY CONSTRUCTION**

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

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

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Street Fund				
Revenue	4,087,400	71,000		4,158,400
Capital Outlay	1,597,600	71,000		1,668,600
The Public Works Department will receive \$71,000 in insurance proceeds collected on a performance bond. Funds are needed for Capital Outlay construction to finish a street project covered by the performance bond.				

PASSED this ____ day of _____, 2011

SIGNED this ____ day of _____, 2011

Mayor

City Recorder

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: KEIZER FESTIVALS AND EVENTS SERVICES TEAM (K-FEST) COMMITTEE

The Special Events and Festivals Task Force have been meeting to make recommendations to the Council regarding the identification of opportunities for special events in the City of Keizer. The Task Force has submitted its final report and suggested that a committee be formed. The Task Force agreed on a general statement of mission, purpose and goals.

The first step is the creation of a permanent standing committee to advise the Council on matters involving special events. I have therefore prepared the enclosed Resolution Establishing the Keizer Festivals and Events Services Team (K-Fest) Committee.

RECOMMENDATION:

Adopt the attached Resolution.

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-_____

ESTABLISHING THE KEIZER FESTIVALS AND EVENTS
SERVICES TEAM (K-FEST) COMMITTEE

WHEREAS, on October 4, 2010 the City Council established a Special Events
and Festivals Task Force;

WHEREAS, on July 11, 2011, the Special Events and Festivals Task Force
presented its final report to the City Council and the City Council accepted such report;

WHEREAS, on July 11, 2011, the Special Events and Festivals Task Force asked
the Council to form a Keizer Festivals and Events Services Team (K-Fest) Committee
and the City Council wishes to establish such Committee;

WHEREAS,

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Keizer
Festivals and Events Services Team (K-Fest) Committee is hereby established as set
forth in Appendix "A" attached and by this reference made a part hereof.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

Appendix “A”
City Council Committee

Name: Keizer Festivals and Events Services Team (K-Fest) Committee

Purpose: The Committee will serve in an advisory capacity to the City of Keizer to research the feasibility for developing venues for events and festivals, to streamline policies and ordinances to allow a “one-stop shop” for all future event promoters, to identify and research options for development of a community calendar, and to develop a marketing plan and strategy to enhance the use of Keizer-area facilities for events, festivals, conferences, and other travel/visitor services.

Membership: The Committee will consist of nine (9) voting members: Two (2) members shall be Keizer City Councilors to be appointed by the Mayor, one (1) representative from the Chamber of Commerce to be appointed by the Chamber Board of Directors, one (1) representative from the Keizer Parks Board to be appointed by the Keizer Parks Board, and five (5) citizen-at-large members. If possible, at least one (1) of the citizen-at-large members shall be a representative from sports and/or recreation organizations and two (2) of the citizen-at-large members shall be representatives from the hospitality/tourism/event professionals community. The five (5) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure. The Committee will be staffed by a staff liaison to be appointed by the City Manager.

Term of Office: Except for the initial terms, each member of the Committee shall be appointed for a three-year term. The initial terms shall be staggered so that not more than three will expire in the same year. Members may be reappointed.

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

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

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



MINUTES KEIZER CITY COUNCIL

Monday, June 20, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Pro Tem Taylor called the meeting to order at 7:13 pm. Roll Call was taken as follows:

Present:

Cathy Clark, Council President
(present via phone until 7:53 pm)
Jim Taylor, Councilor
Joe Egli, Councilor
David McKane, Councilor
Brandon Smith, Councilor
Youth Councilor Hugo Nicolas

Staff:

Chris Eppley, City Manager
Rob Kissler, Public Works Director
Nate Brown, Community Development
Director
Kevin Watson, Assistant to the City
Manager
Marc Adams, Police Chief
Susan Gahlsdorf, Finance Director
Tim Wood, Assistant Controller
Tracy Davis, City Recorder

Absent:

Lore Christopher, Mayor
Mark Caillier, Councilor

FLAG SALUTE

Mayor Pro Tem Taylor led the pledge of allegiance.

PUBLIC TESTIMONY

Clint Holland, Keizer, representing the Parks Advisory Board, reported that the Board had discussed buying/renting a wood chipper to dispose of debris after park clean-up days and developing a parking lot on the north end of the Bucchohl property at Keizer Rapids Park. He added that the Board had passed a motion recommending that Council direct staff to bring Keizer Rapids Park into the Urban Growth Boundary and that Jason Bruster would be serving as liaison to Capitol City Disc Golf. Mr. Holland then reviewed work done at the amphitheater and dog park.

PUBLIC HEARING

a. Liquor License – Change of Ownership – The Dugout Sports Bar and Grill (formerly On the Roc's

City Manager Chris Eppley reported that an application was submitted for Change of Ownership and a Full On Premises Sales Liquor License for The Dugout Sports Bar and Grill formerly On The Roc's, in Keizer, Oregon. As required by ordinance, a public hearing was scheduled, notice published, necessary notification given, and a background check was done. Keizer Planning Department has indicated that the location of the establishment is properly zoned and has no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Bar and Grill)

Mayor Pro Tem Taylor opened the Public Hearing.

Owner Bridgette Buchholz provided details regarding the new establishment and noted that they would be involved with the Responsible Vendor Program.

With no further testimony, Mayor Pro Tem Taylor closed the Public Hearing.

Councilor Smith moved that the Keizer City Council recommend approval of the application for a Change of Ownership and for a Full On Premises Sales Liquor License for The Dugout Sports Bar and Grill, formerly On The Roc's, 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. Councilor Egli seconded. Motion passed as follows:

AYES: Taylor, Clark, Egli, Smith and McKane (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and Caillier (2)

b. Keizer Development Code Text Amendment for Section 2.203 – Permitted Uses Generally (Urban Chickens)

Community Development Director Nate Brown explained that Council initiated this amendment; it has been approved by the Planning Commission with a recommendation for specific conditions. He reviewed the conditions and responded to questions regarding the permit process noting that permitting was intended to be informational but would be enforced and that chicken owners who did not take out a permit would be subject to fines set out for violations of the Development Code. Mr. Brown then fielded questions regarding the Planning Commission recommendation of a sunset clause, complaints, enforcement and fines for non-compliance.

Mayor Pro Tem Taylor opened the Public Hearing.

Barbara Palermo, Salem, spoke in favor of the amendment and explained that she had led the campaign in Salem to legalize backyard chickens and has hosted workshops on how to keep chickens safe and build coops. She asked the audience to raise their hands if they were in favor of allowing backyard chickens. Many did so. Councilor McKane asked how many in the audience were from Keizer and again many raised their hands.

Scott Mack, Keizer, voiced support for allowing backyard chickens but requested that the allowable number be increased.

Carol Doerfler, Keizer, encouraged the Council to approve the Urban Chicken Text Amendment noting that the soft sound of clucking chickens was preferable to the shrill barking of dogs.

With no further testimony, Mayor Pro Tem Taylor closed the Public Hearing.

Councilor Smith moved to direct staff to prepare an Ordinance with findings to adopt the proposed revisions to Section 2.203 Urban Chickens removing the three-year sunset clause. Councilor Egli seconded.

Mr. Brown noted that the sunset clause is not included in the specific language, but Council could add it. He then fielded questions regarding the coop location requirements.

Motion passed as follows:

AYES: Clark, Egli and Smith (3)

NAYS: McKane, and Taylor (2)

ABSTENTIONS: None (0)

ABSENT: Christopher and Caillier (2)

(Councilor Clark ended her phone connection at this time.)

ADMINISTRATIVE ACTION

a. City of Keizer On-Line Bill Pay Presentation

Assistant Controller, Tim Wood, provided a status update on the short-term Council goal of On-line Bill Pay noting that although it is a good idea, it is probably not going to happen in the short term. He explained that

- The typical payment method is checks; 19% of the checks received are e-checks and trends indicate it would be reasonable to expect that number to double in the future.
- Credit card transactions are the most expensive form of bill pay; the City does not charge a surcharge to offset the credit card fees but there are options that can be explored to avoid this charge.
- The current software program being used by Utility Billing does not support the features necessary for on-line bill pay; he is working with a software vendor to develop a program that would allow the full service option but it would probably cost \$8-10,000 in initial startup and modification fees with an on-going expense of several thousand dollars per year in addition to transaction fees already being paid.

Mr. Wood concluded his report with the recommendation that, until a full service option can be offered, nothing be done at this time. He added that currently customers can set up automatic bill pay with an automatic debit to their checking account or to their credit card or they can initiate the payment through their own financial institution. Councilor McKane strongly urged the City to move away from the use of credit cards. Finance Director Gahlsdorf explained that the credit card expense is passed along equally to all customers through the administrative fee. It was noted that if the majority of customers paid with checks it would reduce administrative costs.

**b. ORDINANCE –
Amending
Keizer
Development
Code Regarding
Section 2.104,
Section 2.431,
Section 3.101,
and Section
3.202 Amending
Ordinance No.
98-389**

Nate Brown explained that this was the ordinance that Council had directed staff to prepare that would establish memory care as a conditional use in the RM zone.

Councilor Smith moved to adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.104 (Medium Density Residential), Section 2.431 (Nursing and Residential Care Facilities), Section 3.101 (Summary of Application Types), and Section 3.202 (General Procedures – Types 1, 11 and 111 Actions); Amending Ordinance No. 98-389. Councilor McKane seconded. Motion passed as follows:

AYES: Egli, Smith, McKane, Taylor (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher, Caillier and Clark (3)

**CONSENT
CALENDAR**

- A. RESOLUTION – Expenditure Authorization for Art Walk, Elections, Focal Point, Parks, and Facility Maintenance – Amending R2011-2134
- B. RESOLUTION – Authorizing City Manager to Award and Enter Into An Agreement with Valley Credit Service, Inc. for Collection Service for the City of Keizer
- C. RESOLUTION – Authorizing City Manager to Enter Agreement with Auto Leasing Specialists, LLC for Keizer Police Vehicles
- D. RESOLUTION – Authorizing City Manager to Execute City of Keizer Street and Right of Way Landscape Maintenance Services Contract with Shangri-La Corp. All Seasons Ground Care
- E. Suspend Fees Associated with Good Vibrations Event
- F. Approval of May 16, 2011 Regular Session Minutes

Item B was pulled.

Councilor Smith moved that Keizer City Council approve items A, C, D, E and F of the Consent Calendar. Councilor McKane seconded. Motion passed as follows:

AYES: Taylor, Egli, Smith and McKane (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher, Caillier and Clark (3)

Councilor Smith requested explanation of the amended agreement which was received at the meeting. Mr. Wood pointed out a correction in Section D on page 3, showing a 40% collection fee for out-of-state collections (25% base + 15%).

Councilor Smith moved to approve Item B of the Consent Calendar as amended. Councilor Egli seconded. Motion passed as follows:

AYES: Taylor, Egli, Smith and McKane (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher, Caillier and Clark (3)

COMMITTEE REPORTS

Councilor McKane announced that the Traffic Safety and Planning Commission meetings for June were cancelled. He noted that the Good Vibrations Task Force was working behind the scenes to help Roadshows, Inc. firm up events for the Good Vibrations Motorcycle Rally and invited Sherrie Gottfried to provide an update.

Sherrie Gottfried, Salem, reported that the four-day event would take place primarily in Keizer with day trips to surrounding communities. She listed specific planned events including the vendor village, events sponsored by various businesses, live music, fireworks, meals and concerts. Discussion then took place regarding an admission fee at the gate of Volcano Stadium, the \$1500 charge for using the stadium and donating the \$1500 fee to a charity. Councilor McKane asked Mr. Eppley to speak with the owners of the stadium regarding waiving the \$1500 fee and find out if any fee collected could be donated to a charity.

Councilor Egli announced the time and dates for the Keizer Chamber of Commerce Economic & Development and Government Affairs and Keizer Urban Renewal Board meetings.

OTHER BUSINESS Mr. Brown updated Council on the Abby's and the Evans & River Road projects. He added that a letter had been received from the Marine Board indicating that staff is recommending the entire project for the boat ramp be funded at the requested level. The City has a 25% match on the million dollar project and will work towards getting donations to reduce the cost of the match. He added that it is anticipated that the construction drawings will be done in February or March and construction would take place July through September 2012.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

July 5, 2011 (Tuesday)

7:00 p.m. - City Council Regular Session

- Cancelled

July 11, 2011

7:00 p.m. City Council Regular Session

- Public Hearing – Hornet Court Sidewalk Project LID

July 18, 2011

7:00 p.m. – City Council Regular Session

- Cancelled

August 1, 2011

7:00 p.m. City Council Regular Session

ADJOURNMENT Mayor ProTem Taylor adjourned the meeting at 8:28 p.m.

MAYOR:

APPROVED:

~ Absent ~

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

~ Absent ~

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:



MINUTES KEIZER CITY COUNCIL

Monday, July 11, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 6:00 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Cathy Clark, Council President
Jim Taylor, Councilor
David McKane, Councilor
Brandon Smith, Councilor
Joe Egli, Councilor (6:11)
Mark Caillier, Councilor
Youth Councilor Hugo Nicolas

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Rob Kissler, Public Works Director
Nate Brown, Community Development
Kevin Watson, Assistant to the City Manager
Marc Adams, Police Chief
Debbie Lockhart, Deputy City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jerry McGee, Keizer, reported that Terri Hoag, Chair of the Keizer Points of Interest Committee, had asked him to chair a committee to plan an event recognizing the establishment of the Wallace House because 2012 marks the 200th anniversary of the Wallace House. He indicated that he wished to make Council aware of these plans and solicit their support and enthusiasm and promised periodic reports as the plans develop noting that dates have not yet been determined. Mr. McGee added that the committee would not need assistance from City staff. Mayor Christopher, speaking on behalf of the Council, voiced enthusiasm for this event.

Rhonda Rich, Keizer, President of the West Keizer Neighborhood Association requested clarification regarding the motion made at the last Parks Board meeting to take steps necessary to bring the Keizer Rapids Park inside the Urban Growth Boundary. City Manager Chris Eppley responded that Parks Board members brought the request to staff and he had informed them that it was premature and if it occurs it will happen with the UGB discussions over the next few years and after any planning process.

Ken LeDuc, Keizer, expressed concern regarding perceived pre-planning taking place for the expansion of Keizer Rapids Park and Tate Avenue

pathway plans and asked that the circulation of rumors from certain members of the Parks Board be stopped. Mr. Eppley assured Mr. LeDuc that he would be invited to the planning committees for the Tate pathway and the boat ramp. Community Development Director Nate Brown added that he would be meeting with the WKNA later in the evening to address any issues and concerns they may have. Mayor Christopher stated that past behavior is a predictor of future behavior and reminded Mr. LeDuc of the lengthy process that took place with the development of Keizer Rapids Park; the same input will be received for this portion of the park as well. Mr. Eppley urged the WKNA to develop a working relationship with the Parks Board.

Bob Bunn, Dundee, distributed brochures regarding the trolley and asked that as events are planned, the trolley be incorporated. He noted that he was pleased as a business owner to be part of the community and to share the trolley and concluded noting that the trolley could be a great identity for Keizer.

Christine Dieker, Keizer, Executive Director of the Keizer Chamber of Commerce, voiced support for the Festivals and Events Task Force recommendation which is a unique plan to promote festivals and events in Keizer. She reviewed visitor spending in Oregon, various facts about the Iris Festival and pointed out Keizer's excellent location.

Councilor McKane thanked the Chamber for their donations to the Good Vibrations Motorcycle Rally: \$1,000 towards a breakfast and \$500 for flags for the parade.

Sherrie Gottfried, Salem, distributed the 2011 Pocket Programs and Posters for the upcoming Good Vibrations event. She invited everyone to attend noting that it is open to the public; there will be a lot of entertainment and all daytime events are free.

(Additional testimony received after Administrative Action.)

Clint Holland, Keizer, representing Keizer Rotary Amphitheater, requested permission to display roadway signs for the amphitheater concerts. Mr. Brown pointed out that Mr. Holland had neglected to turn in the appropriate forms in a timely manner and therefore permission had been denied. Mr. Holland noted that he had received permission from various businesses to place the signs on their property but he would also like to put one at the Keizer Korner focal point. Mr. Brown responded that business owners should be made aware that placement of those signs would be considered part of their allocation for temporary signs.

Mayor Christopher moved that the City of Keizer put up its own sign for the City-sponsored summer concert series at the Keizer Korner Focal Point. Councilor Egli 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)

PUBLIC HEARING
a. RESOLUTION –
Forming Hornet
Court Local
Improvement
District

Assistant to the City Manager, Kevin Watson, reviewed the history of the formation of this Local Improvement District to provide curb and sidewalk improvements along Hornet Court and noted that the Public Hearing was to consider remonstrances to the project. Staff recommends opening a Public Hearing to consider oral objections and written remonstrances to the formation of Hornet Court Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district. Upon completion of the project, another public hearing will be held to spread the assessments to the properties within the LID boundary.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Clark moved that the Keizer City Council adopt a Resolution forming Hornet Court Local Improvement District. Councilor Taylor seconded.

Councilor McKane questioned if any residents had indicated opposition to the formation of this district with Mr. Watson replying that notices had been sent out and no one responded by appearing for the public hearing. Mr. Kissler also provided additional information regarding the process to ensure that all residents are willing to participate, interest rates and preconstruction meetings.

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. RESOLUTION –
Initiating
Withdrawal of
that Portion of
the Territory of
Marion County
Fire District
No. 1 within

Mr. Eppley explained that the Keizer Rural Fire Protection has expressed an interest in serving the entirety of the City of Keizer for many years and is now formally requesting that Council initiate a withdrawal of that portion of the territory of Marion County Fire District #1 within the boundaries of the City of Keizer. This would allow Keizer Fire to annex that area pending approval by the Marion County Board of Commissioners. City Attorney Shannon Johnson brought attention to a suggested change in the proposed Resolution which he had submitted via email.

Joe VanMeter, Chief Jeff Cowan, Keizer, and Attorney Bob Blackmore, representing Keizer Rural Fire Protection, spoke in favor of approving the withdrawal noting that they felt it was in the best interest of the City of

**Boundaries of
the City of
Keizer Pursuant
to ORS 222.520**

Keizer and its citizens. They explained that Clearlake citizens had requested the action, noted that information has been provided to the community through meetings and publications, reviewed the proposed tax rate and current Marion County rate before and after the bond is paid off and showed the area being considered on a map. They explained that currently they respond to calls in the area and expanding the resources to the area will enhance the level of service for the community and help all of Keizer. Mr. Cowan discussed operation changes including volunteers, recruitment, and the addition of paramedic personnel and equipment. He explained that this action was initiated because Marion County had cancelled the ambulance agreement for \$75,000. He noted that withdrawal and annexation would keep the taxes from the community in the community where the service is and it would properly allocate the revenue, increase the funding for emergency, reduce fire insurance rates and ensure continuity of service.

Questions were then fielded regarding the current bond, comparisons in property tax rates, obligations, mutual aid agreements, input from homeowners associations, emergency response calls, revenue, staffing and costs.

Chris Cream, Portland; Kevin Hanson, Salem; Don Zielinski, Keizer; David Zahn, Keizer; Mark Jennings, Keizer; and President Randall Franke, Salem, representing Marion County Fire District #1 spoke in opposition to the withdrawal noting that the statute says that the City would be responsible or the bond debt for the fire station in Clear Lake; 8% of the bond allocation that Marion County undertook is the obligation of Clear Lake and that would become the City's obligation. This would cost the City \$60-\$70,000 over the next 12 to 13 years. It was noted that this action is not about improving services to Clearlake but about increasing revenue. Statistics were shared regarding emergency calls for which Keizer Fire had requested assistance indicating that \$200-\$250,000 per year is being given to other agencies because Keizer Fire is unable to respond.

Keizer residents serving with the Marion County Fire District explained that response out of the Clearlake fire station is one of the best and provided information regarding equipment and staffing at the station. They also talked about the volunteer community services provided including Christmas caroling, food baskets, National Night Out, Open Houses, Halloween candy, and contributions to school auctions. They concluded their testimony stating that they have all tried to be active members in the community and to serve the community well.

Mr. Franke summarized the testimony noting that this is not about better service; the service at Clearlake cannot get better because it is the best possible; it is about money for the Fire District. He noted that he had met with the Keizer Fire District and discussed several partnering options, but

Keizer was not interested. He urged Council to listen to the residents of Clearlake and pointed out that only eight residents support this. He recommended Council take time to review all the facts and make an educated decision.

Discussion then took place regarding the area that Station #6 covers, impact the withdrawal would have on Marion County, staffing, insurance rates, termination of the intergovernmental agreement, providing an opportunity for citizens to express their opinions, bond obligation for the Clearlake Station, and legal issues.

Council suggested the following clarifying changes should be made to the resolution prior to adoption:

- Replace the paragraph beginning on line 22 of page 1 with: WHEREAS, Keizer Rural Fire Protection District has provided ambulance services in the Affected Territory through an intergovernmental agreement with Marion County Fire District 1;
- Change lines 1 and 2 of page 2 to read as follows: WHEREAS, Keizer Rural Fire Protection District is available to provide fire protection service to the Affected Territory following annexation.....
- Change line 9 on page 2 to read "initiate the public hearing process for possible withdrawal of the" and to make a similar change in the title of the resolution

Councilor Clark moved that Keizer City Council adopt a Resolution Initiating the Public Hearing Process for Possible Withdrawal of that Portion of the Territory of Marion County Fire District No. 2 Within the Boundaries of the City of Keizer Pursuant to ORS 222.520, as amended. Councilor Taylor seconded.

Councilor McKane voiced the opinion that further review was in order. He suggested more communication to find out how this would affect Keizer and Marion County and discussions with both organizations. He reminded Council that more time had been spent discussing urban chickens and suggested that perhaps a work session should be scheduled in order to continue discussions.

Motion passed as follows:

AYES: Christopher, Egli, Smith, Caillier, Taylor and Clark (6)

NAYS: McKane (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. Keizer Rapids Dog Park Irrigation Project Update

Public Works Director Rob Kissler reviewed the history of this project, and anticipated costs and needs for City work forces. He directed attention to an email he had sent out showing expenses, donations and remaining materials and labor necessary to complete the project.

Councilor Clark moved that the Keizer City Council allocate \$14,206 to complete the dog park irrigation system and install a water main. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, Caillier, Taylor and Clark (6)

NAYS: McKane (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- A. RESOLUTION – Authorizing City Manager to Execute First Amendment to Street Sweeping Contract with Wheat LLC
- B. Report on Disbursement of Keizer Police Department Petty Cash Funds
- C. RESOLUTION – Authorization for Resolution Transfer of Law Enforcement Grant Funds From Materials and Services to Capital Outlay
- D. Approval of June 6, 2011 Regular Session Minutes
- E. Approval of June 13, 2011 Work Session Minutes

Councilor McKane pulled Item E from the Consent Calendar.

Councilor Clark moved that Keizer City Council approve Items A through D 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)

Councilor Clark moved that Keizer City Council approve Item E of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

AYES: Christopher, Egli, Smith, Caillier, Taylor and Clark (6)

NAYS: None (0)

ABSTENTIONS: McKane (1)

ABSENT: None (0)

COMMITTEE REPORTS

a. 2011 – If I Were Mayor Contest Winners

Taken out of Order.

Mayor Christopher provided background on the contest and showed the winning poster by Travis Holt. His prize of a gift card from Target was received by this brother because Travis was participating in a district playoff baseball game in Lebanon. Jordan Epping, the winner of the Essay Contest, then read his essay and received his gift card. Hugo Nicolas, winner of the power point category, presented his program and received his gift card.

b. Events and Festivals Task Force Report

Kevin Watson reviewed the recommended objectives from the Events and Festivals Task Force which included venue research, streamlining of policies and ordinances, and development of a community calendar, a marketing plan/strategy and Keizer Festivals and Events Services Team (K-FEST). Councilor Clark reviewed and commended the membership of the task force and voiced the hope that the new committee will form the groundwork to enhance the amenities available to the City.

Councilor Clark moved that Keizer City Council accept the report of the Events and Festivals Task Force and sunset the Task Force with thanks for a job well done. 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)

Councilor Clark moved that the Keizer City Council direct staff to initiate the establishment of the Events and Festivals Advisory Committee (K-FEST) to carry out the mission as defined in the Events and Festivals Task Force recommendations. 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. 2011-2012 City Council Goals – Subcommittee Assignments – Council Rules and Procedures and City Committee Review

Councilor Clark explained that in order to complete the City Council goals of updating the City Council Rules and Procedures and Reviewing the City Committees, two subcommittees will be formed. Staff will be available for consultation and legal review of the recommendations, but the subcommittees will manage their meetings and communications and then bring their recommendations to the City Council at a work session.

Councilors McKane, Caillier, and Smith will review and update of the Council Rules and Procedures. City Committee review will be done by Council President Clark and Councilors Egli and Taylor.

Mr. Johnson indicated that he would develop a resolution for approval at the next meeting.

OTHER BUSINESS

Councilor Clark announced that filming of the domestic violence workshop had been completed and should air soon. She thanked all who participated.

Council applauded Youth Councilor Hugo Nicolas for a job well done and gave him a certificate of appreciation and gift certificate.

WRITTEN COMMUNICATIONS None

AGENDA INPUT **July 18, 2011**
7:00 p.m. – City Council Regular Session
• Cancelled
August 1, 2011
7:00 p.m. City Council Regular Session
August 8, 2011
5:45 p.m. - City Council Work Session
August 15, 2011
7:00 p.m. City Council Regular Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 10:03 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:

CITY COUNCIL MEETING: August 1, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Mike Whitaker as the recipient of the Volunteer of the Quarter award for fourth quarter 2010. Mr. Whitaker was nominated by Jeanne Bond-Esser, Chair of the Keizer Parks and Recreation Board for his volunteer efforts and donations to the Keizer Community. The volunteer nomination letter is attached to this staff report.

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

June 15, 2011

To: Volunteer Coordinating Committee

From: Keizer Parks and Recreation Advisory Board

Re: Nomination of Mike Whitaker for Volunteer of the Quarter

At their June 14 meeting, the Keizer Parks and Recreation Advisory Board unanimously endorsed the nomination of Mike Whitaker for Volunteer of the Quarter.

Mike has been a long-time volunteer in Keizer's parks, volunteering hundreds of hours of time, donating thousands of dollars of electrical materials, and providing professional expertise and leadership in projects that have added significantly to recreational opportunities in Keizer.

Mike has been instrumental in accomplishing several very big parks projects "the Keizer way":

- During the improvements at Keizer Little League Park, Mike not only showed up to help, but when a funding shortfall threatened to delay completion, he helped acquire donated materials to keep the project going, and showed up with his trucks and crew to help lay the wire for the lights.
- When volunteers built the Keizer Rotary Amphitheater, Mike was there again, installing the entire electrical system at the facility.
- Volunteers are currently in the second phase of building an irrigation system in the Keizer Rapids Dog Park, and once again, Mike has been providing the leadership and expertise for the other volunteers.

Mike's commitment to Keizer and Keizer's parks has been remarkable and inspiring to others, and we recommend him most highly for the Volunteer of the Quarter honor.

Jeanne Bond-Esser
Chair, Keizer Parks and Recreation Advisory Board
503-393-4560