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, June 18, 2007
6:30 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

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

4. **PUBLIC HEARING**

   a. RESOLUTION – Adopting FY 07-08 Urban Renewal Agency Budget, Making Appropriations, and Declaring Tax Increment

5. **ADMINISTRATIVE ACTION**

6. **CONSENT CALENDAR**

   a. RESOLUTION – Authorization for Appropriation Transfer

   b. Approval of May 21, 2007 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**

BOARD MEETING: June 18, 2007

AGENDA ITEM NUMBER: _____

TO: **CHAIR CHRISTOPHER AND BOARD MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

SUBJECT: **RESOLUTION ADOPTING FISCAL YEAR 2007-2008 BUDGET, MAKING APPROPRIATIONS, AND DECLARING TAX INCREMENT**

BACKGROUND:

On May 22, 2007, the Budget Committee convened, received the City Manager's Budget Message for Fiscal Year 2007-2008, took public testimony from interested parties, deliberated on the Urban Renewal Budget and passed the Committee Approved Budget (Attachment #1).

ISSUES AND FISCAL IMPACT:

Tonight the Agency has scheduled a public hearing to receive additional citizen input on the Fiscal Year 2007-2008 Committee Approved Budget. After the hearing, the Board may adjust the approved budget as follows:

- Reduce the amount of tax increment revenue to be received
- Adjust estimates of resources and requirements
- Raise expenditures in any fund up to $5,000 or 10 percent, whichever is greater

By state law, the Board must adopt the upcoming fiscal year budget by June 30, 2007.

RECOMMENDATION:

Staff recommends the Board open the public hearing and receive testimony on the Fiscal Year 2007-2008 Urban Renewal Agency Budget. After all testimony has been received, staff recommends the Board close the public hearing and begin deliberations on the Fiscal Year 2007-2008 Budget. Finally, staff recommends that the Board adopt the attached Budget Resolution for Fiscal Year 2007-2008, with amendments if any.

SPECIAL REVENUE FUNDS

[redacted]

[redacted]					[redacted]	
				[redacted]		
1	$ 686,790	$ 996,575	$ 110,600	Working Capital Carryforward	$ 3,387,300	$ 3,387,300
2	3,637,352	3,814,634	2,677,600	Tax Increment Revenue	3,097,800	3,097,800
3	89,724	160,601	146,700	Prior Year Taxes	133,400	133,400
4	37,844	51,983	41,400	Interest	88,600	88,600
5	$ 4,451,710	$ 5,023,793	$ 2,976,300	**TOTAL RESOURCES**	$ 6,707,100	$ 6,707,100
6						
7						
8				[redacted]		
9				**DEBT SERVICE**		
10						
11	$ 750,000	$ 3,445,000	$ -	Principal	$ -	$ -
12	190,224	199,887	-	Interest	-	-
13	2,514,912	1,000,000	2,976,300	Loan Payment	6,707,100	6,707,100
14	$ 3,455,136	$ 4,644,887	$ 2,976,300	TOTAL DEBT SERVICE	$ 6,707,100	$ 6,707,100
15						
16				[redacted]		
17						
18	996,574	378,906	-	ENDING FUND BALANCE	-	-
19						
20	$ 4,451,710	$ 5,023,793	$ 2,976,300	**TOTAL EXPENDITURE & FUND BALANCE**	$ 6,707,100	$ 6,707,100

Notes:

2 FY08 estimates are based on FY07 actuals projected out to year-end, plus 3% assessed value increases and 7% for growth, primarily as a result of the Ke Development. FY07 and FY08 revenues are less than previous years because the City removed approximately one-third of the District's property value a the District's 6th amendment.

3 Delinquent tax payments from property taxpayers increase each year with the amount of Tax Increment Revenue apportioned to Urban Renewal. FY07 based on FY06 actuals.

4 Interest Revenue is based on FY07 earnings through 3/31/07 projected out to 6/30/07. The local government investment pool rates increased from 4.3 2006 to 5.21% in February 2007.

13 By law, Tax Increment Fund moneys are restricted for debt service payments. Each year overnight debt is issued to bring cash into the Project Fund. Th paid from the Tax Increment Fund. The Loan Payment budgeted in FY07 was not made because funds were not expected to be spent in the Project Fu these funds are carried over to FY08.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ɨizer Station
ıs provided for in

' estimates are

32% in February

ɔe debt is then
ınd, therefore,

KEIZER URBAN RENEWAL AGENCY, STATE OF OREGON

RESOLUTION UR07-_____

ADOPTING THE FY07-08 BUDGET, MAKING APPROPRIATIONS, IMPOSING AND DECLARING TAX INCREMENT REVENUE

BE IT RESOLVED, that the Board of Directors of the Keizer Urban Renewal Agency hereby adopts the budget for fiscal year 2007-2008 in the sum of $13,573,600 now on file at Keizer City Hall.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2007 and for the purposes shown below are hereby appropriated:

Tax Increment Fund			
	Debt Service	$ 6,707,100	
TOTAL TAX INCREMENT FUND			**$6,707,100**
Project Fund			
	Personal Services	$295,100	
	Materials & Services	98,900	
	Capital Outlay	6,372,500	
	Contingency	100,000	
TOTAL PROJECT FUND			**$6,866,500**
TOTAL ALL FUNDS			**$13,573,600**

BE IT FURTHER RESOLVED that the Board of Directors of the Keizer Urban Renewal Agency hereby resolves to certify to the county assessor for the North River Road Plan Area a request for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution with no amount to be raised through the imposition of a special levy.

BE IT FURTHER RESOLVED that no taxes will be imposed from a Special Levy.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____
Chair

_____
City Recorder

BOARD MEETING: June 18, 2007

AGENDA ITEM NUMBER: _____

TO: **CHAIR CHRISTOPHER AND BOARD MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

SUBJECT: **Authorization of Appropriation Transfer**

ISSUE: Oregon Budget Law allows for a transfer of appropriations within a fund during the fiscal year (ORS 294.450).

Oregon Budget Law further provides that a resolution or ordinance be passed to provide authority for the expenditure of these funds.

The transfer is requested in the Urban Renewal Project Fund as follows:

a. $45,000 is needed in Materials and Services to cover unanticipated costs needed for
   i. property valuations
   ii. payments to the Keizer Fire Marshall for reviews at the Keizer Station
   iii. engineering costs related to the Keizer Station plan review and the River Road/Lockhaven area.
b. $45,000 is available in Capital Outlay to cover these unanticipated costs.

FISCAL IMPACT: This budget adjustment increases Materials and Services $45,000 and decreases Capital Outlay $45,000 for a zero net impact on the budget.

RECOMMENDATION: Staff recommends the council adopt the attached resolution authorizing the transfer of appropriation as described above.

KEIZER URBAN RENEWAL AGENCY, STATE OF OREGON

Resolution UR07-_____

AUTHORIZATION FOR APPROPRIATION TRANSFER

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Keizer Urban Renewal Agency, that the following appropriations be made for fiscal year ending June 30, 2007:

	Increase	Decrease
Urban Renewal Project Fund – Materials & Services	**$45,000**	
Urban Renewal Project Fund – Capital Outlay		**$45,000**

Funds are needed to cover costs associated with:

- property valuations
- payments to the Keizer Fire Marshall for reviews at the Keizer Station and,
- engineering costs related to the Keizer Station plan review and the River Road/Lockhaven area.

PASSED this _____ day of _____, 2007

SIGNED this _____ day of _____, 2007

_____
Chair

_____
City Recorder

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, May 21, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Agent Walsh called the session to order at 6:33 p.m. Roll Call was taken as follows:

Present:
Richard Walsh
Troy Nichols
David McKane
Jim Taylor
Jacque Moir

Absent:
Lore Christopher
Cathy Clark

Staff:
Chris Eppley, City Manager
Nate Brown, Community Development
Marc Adams, Police Chief
Debbie Lockhart, Deputy City Recorder

PUBLIC TESTIMONY

None

PUBLIC HEARING

None

ADMINISTRATIVE ACTION

a. Property Improvement Grant for 4710 River Road North – Dazy Maze

Nate Brown reviewed the subject property improvements noting that the project is complete but that there are some cost overruns which need to be addressed which occurred due to increased stamped concrete, inclusion of a concrete pathway, an error in Gelco's bid, and a misunderstanding on the part of the owner and DeSantis that resulted in additional work being done in the landscaping irrigation. Mr. Brown pointed out that several past grants have contained a contingency amount but this grant did not have one included. He also explained the grant process and added that in the future a small contingency would be included in the grant amount. The amounts in question were $967.50 (Gelco) and $456 (DeSantis) for a total of $1425.50. It was noted that since the original amount total was $21,665 and the usual 10% contingency would be more than the requested amount, this amount was not unreasonable.

Additional discussion took place regarding the cost of benches, the sponsorship of benches and allowing people to donate the funds to purchase a bench. Acquisition of the bench for this projecg would increase the cost by $1600.

Agent Nichols moved that the Urban Renewal Agency approve spending the additional $1425.50 to cover the costs associated with the concrete and irrigation. Councilor Moir seconded.

Agent Walsh offered a friendly amendment to include referring the sponsorship of benches back to KURB. Both Nichols and Moir accepted the amendment.

Motion passed unanimously as follows:

AYES: Walsh, Nichols, Moir, McKane and Taylor (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Clark (2)

b. RESOLUTION ~ Keizer Urban Renewal Board Appointment – Robert Hendricks

City Manager, Chris Eppley, reported that there was a vacancy on the Keizer Urban Renewal Board. Notice of the vacancy was published and Robert Hendricks was unanimously recommended to fill the vacancy by the Volunteer Coordinating Committee.

Agent Taylor moved to accept the recommendation of the Volunteer Coordinating Committee and appoint Robert Hendricks to finish the three-year term on the Keizer Urban Renewal Board. Agent Nichols seconded. Motion passed unanimously as follows:

AYES: Walsh, Nichols, Moir, McKane and Taylor (5)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Christopher and Clark (2)

CONSENT CALENDAR

a. Approval of March 19, 2007 Urban Renewal Agency Minutes

Agent Taylor moved for approval of the Consent Calendar. Agent Moir seconded. Motion passed as follows:

AYES: Walsh, Nichols, McKane and Taylor (4)
NAYS: None (0)
ABSTENTIONS: Moir (1)
ABSENT: Christopher, Clark (2)

OTHER BUSINESS

Nate Brown reported that the bollards would be arriving on May 22; handrail fabrication would be reviewed that day as well.

ADJOURNMENT

The meeting was adjourned at 6:55 p.m.

APPROVED:

Debbie Lockhart, Deputy City Recorder

~ Absent ~

Lore Christopher, Chair

AGENCY MEMBERS

David McKane

Jacque Moir

Jim Taylor

~ Absent ~

Cathy Clark

Troy Nichols

Richard Walsh

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, June 18, 2007

7:00 p.m.

Robert L. Simon Council Chambers

Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**

   a. **Plaza Morelia Liquor License Application**

   b. **Keizer Storm Water Utility Program and Fee**

   c. **ORDINANCE – Setting Water Rates (2007) – Repealing Ordinance No. 2006-541**

   d. **RESOLUTION – Adopting FY 07-08 City of Keizer Budget, Making Appropriations and Imposing and Categorizing Taxes**

   e. **Zoning Text Amendments for Tree Replacement; Partition Requirements; Street Frontage Improvements; and Reallocation of Commercial Square Footage in Keizer Station**

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Authorization for Appropriation Transfer**

   b. **RESOLUTION – Extending Little League Hours for Lighted Fields for Tournament Play**

   c. **Technical Advisory Committee for Transportation System Plan Update**

7. CONSENT CALENDAR

a. RESOLUTION – Declaring City's Election to Receive State Shared Revenue
RESOLUTION – Certifying the City of Keizer Provides Four or More Services

8. COMMITTTTEE REPORTS

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

July 2, 2007
7:00 p.m. City Council Regular Session

July 9, 2007
5:45 p.m. City Council Work Session
- **City of Keizer Public Works Building – Telemetry System Tour**

July 16, 2007
7:00 p.m. City Council Regular Session

12. ADJOURNMENT

CITY COUNCIL MEETING: June 18, 2007

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS C. EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: PLAZA MORELIA
LIMITED ON-PREMISES SALES

BACKGROUND:

On May 23, 2007 the City received an application for a Off-Premises Sales liquor license for Plaza Morelia located at 3877 River Road N, Keizer, Oregon.

As required by Keizer Ordinance 95-318, a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. No responses have been received as of the writing of this report.

A request was sent to the Keizer Police Department to conduct a background check on the applicants. The Department reports a clear background report on each of the individual applicants. 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 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 Off-Premises liquor license for Plaza Morelia 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.

Keizer Police Department

Phone: (503) 390-3713 • Fax: (503) 390-8295
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

City Council Meeting of_____

Agenda Item No._____

To: Mayor and City Council

Thru: **Chris Eppley, City Manager**

From: Marc Adams, Chief of Police
Rita Powers, Police Support Supervisor

Subject: **Liquor License Application for:**
Plaza Morelia

Issue: Shall the City Council approve the liquor license application of Plaza Morelia located at 3877 River Rd. N., Keizer, Oregon 97303.

Background

No record of calls for police services was located for this address within the past year.

The applicants, Leodegario Vallejo and Edelmira deVallejo Pacheco have no Oregon Criminal History Record.

Thus, the background investigation did not reveal any information to be in conflict with Keizer City Ordinance 95-318.

Recommendation
The Keizer Police Department recommends approval of the liquor license for Plaza **Morelia, 3877 River Rd. N., Keizer, Oregon 97303**

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PLEASE PRINT OR TYPE

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 _____

Applying as:

☒ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

FOR CITY AND COUNTY USE ONLY

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: SN

Date: 5.11.07

90-day authority: ☐ Yes ☐ No

1. Applicant(s): [See SECTION 1 of the Guide]
   ① Leodegario Vallejo ③ _____
   ② Edelmira Vallejo ④ _____
2. Trade Name (dba): Plaza Morelia
3. Business Location: 3877 River Rd (number, street, rural route) Keizer (city) Marion (county) OR (state) 97303 (ZIP code)
4. Business Mailing Address: same (PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: 503.304-4356 (phone) (fax)
6. Is the business at this location currently licensed by OLCC? ☐Yes ☒No
7. If yes to whom: N/A Type of License: N/A
8. Former Business Name: N/A
9. Will you have a manager? ☐Yes ☒No Name: N/A (manager must fill out an individual history form)
10. What is the local governing body where your business is located? _____ (name of city or county)
11. Contact person for this application: Jose Gonzalez (name) 503.851.6582 (phone number(s))
    3545 Portland Rd NE #110 Salem OR 97301 (address) 503.391.0499 (fax number) josegonzalez@tucasarealestate.net (e-mail address)

RECEIVED
OREGON LIQUOR CONTROL COMMISION
MAY 15 2007
SALEM REGIONAL OFFICE

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

Applicant(s) Signature(s) and Date:

① Leodegario Vallejo C. Date 5-6-07 ③ _____ Date _____

② Edelmira Pachero de V. Date 05-06-07 ④ _____ Date _____

1-800-452-OLCC (6522)
www.olcc.state.or.us

5/23/07
CTH Rcpt # 26739

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: Leodegario & Edelmira Vallejo Phone: 503.304.4356

Trade Name (dba): Plaza Morelia

Business Location Address: 3877 River Rd

City: Keizer ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	11:00am	to	8:00pm
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

Outdoor Area Hours:

Sunday	N/A	to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

The outdoor area is used for: N/A

☐ 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: N/A

ENTERTAINMENT

Check all that apply: N/A

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

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A

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

SEATING COUNT

N/A

Restaurant: _____ Outdoor: _____

Lounge: _____ Other (explain): _____

Banquet: _____ Total Seating: _____

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: Leodegario Vallejo C. **Date:** 5-6-07

1-800-452-OLCC (6522)

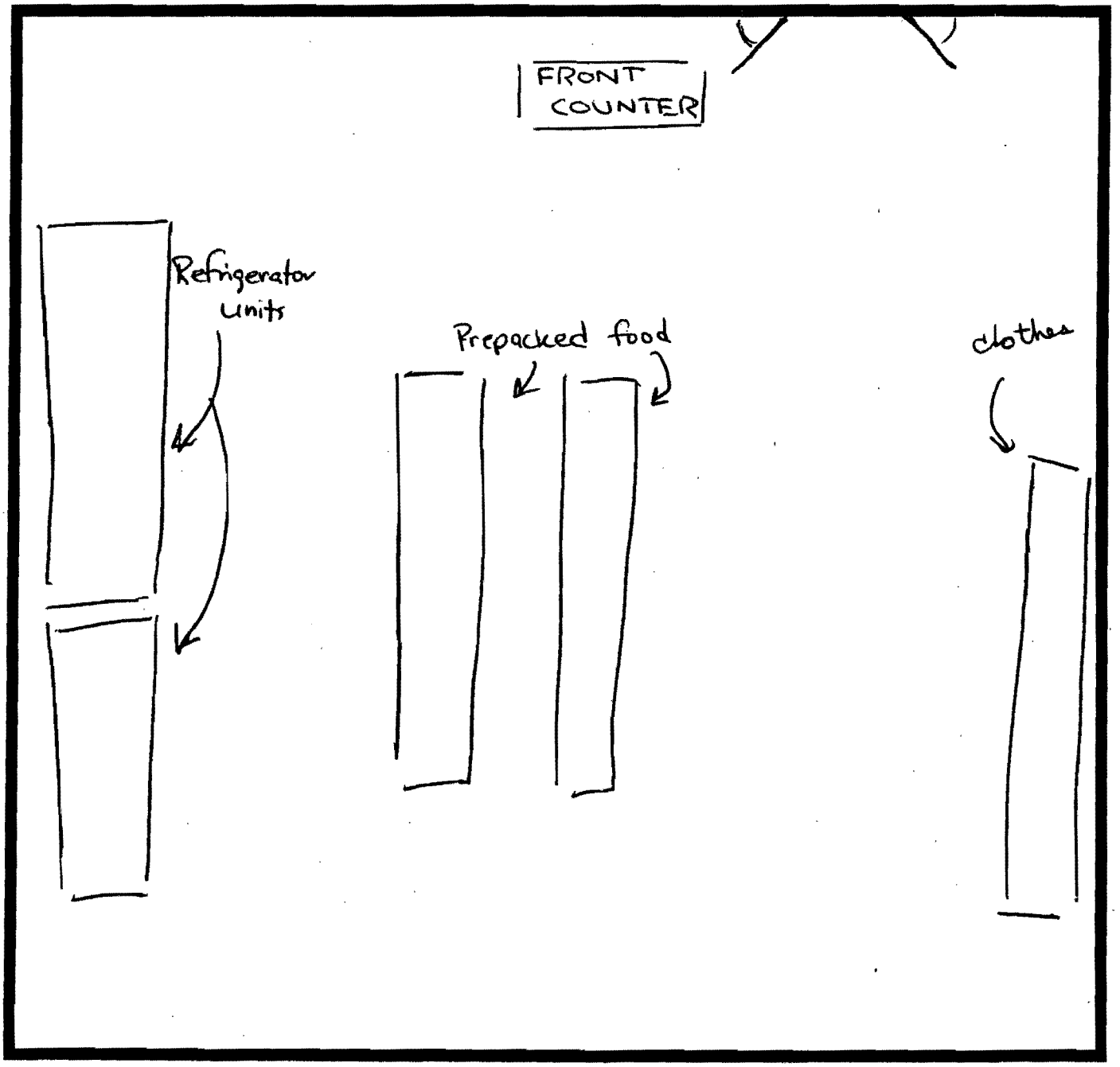
www.olcc.state.or.us

(rev. 04/03)

OREGON LIQUOR CONTROL COMMISSION

FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



Leodegario * Edelmira Vallejo
Applicant Name

Plaza Morelia
Trade Name (dba):

Keizer OR 97303
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date:_____ Initials:_____

1-800-452-OLCC (6522)
www.olcc.state.or.us

(rev. 05/03)

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: STORM WATER UTILITY IMPLEMENTATION

DATE: JUNE 8, 2007

BACKGROUND:

The Storm Water Utility implementation as recommended by the Storm Water Task Force Committee is required to begin within 180 days of the City's approval of the National Pollutant Discharge Elimination System Permit by Oregon State Department of Environmental Quality. Also identified in the NPDES permit is the requirement to implement the Willamette River Basin TMDL (Total Maximum Daily Load). The permit is a five year permit beginning March 12, 2007. The approved permit recognizes the Storm Water Management Program City Council adopted in March of 2004 as the mechanism to comply with the Federal Clean Water Act for the next five years.

The Storm Water Utility Equivalent Service Unit (ESU) concept to generate dedicated funding for operations, maintenance and regulation compliance is the preferred method by 75-80% of Oregon City's.

Attached is the presentation on the Storm Water Utility from the June 4, 2007 City Council meeting and the SWMP implementation schedule.

FISCAL IMPACT:

Recommend rate to be implemented is $2.70 per month per ESU. Residential properties are considered one ESU with an average of 3000 square feet. Commercial, Industrial and Multi Family properties will be individually measure for impervious surface size and divided by ESU of 3000 square feet to establish the monthly rate.

RECOMMENDATION:

Staff recommends City Council open the Public Hearing on the Storm Water implementation, receive testimony, close the Public Hearing and deliberate the issue. Let me know if you have questions.

Table 4: City of Keizer NPDES MS4 Phase II SWMP Best Management Practices (BMP) Implementation Schedule

BMP	Minimum Control Measure	Implementation Schedule				
		Permit Year 1 (2004/2005)	Permit Year 2 (2005/2006)	Permit Year 3 (2006/2007)	Permit Year 4 (2007/2008)	Permit Year 5 (2008/2009)
Program Funding						
PF-1	Develop Program Funding Mechanism	Develop funding mechanism to implement SWMP.	Sustain funding for SWMP implementation.			
Minimum Measure #1 - Public Education						
PE-1	Implement Stormwater Educational Activities		Prepare a water bill insert for mailing.	Identify and implement an educational activity.	Identify and implement an educational activity.	Identify and implement an educational activity.
PE-2	Use the Local Cable Channel and the City's Website to Address Stormwater Issues	On an annual basis, proactively take advantage of opportunities for using Channel 23 to provide stormwater quality related education.				
		Add stormwater-related information to the City's website.	Update stormwater related information on the website annually.			
PE-3	Participate in Claggett Creek Watershed Council	Attend and participate in Claggett Creek watershed council meetings. Ensure stormwater quality issues are considered and addressed when relevant.				
Minimum Measure #2 – Public Involvement/Participation						
PI-1	Public Participation in Establishment of Funding Source	Establish committee to oversee establishment of funding source. Facilitate 8 monthly committee meetings.				
PI-2	Public Participation in Ordinance Development		Establish committee and facilitate meetings to oversee establishment of an ordinance for the IDDE program and the construction site runoff control program.	Establish committee and facilitate meetings to oversee establishment of an ordinance for stormwater quality-related standards for new development.		
PI-3	Storm Drain Markers/Door Hangers		Involve public groups to implement storm drain marking program on an annual basis.			
Minimum Measure #3 – Illicit Discharge Detection and Elimination (IDDE)						
ID-1	Develop Ordinance to Prohibit Illicit Discharges		Develop ordinance to support the illicit discharges elimination program.			
ID-2	Develop Illicit Discharges Detection and Elimination Plan	Develop an IDDE Plan.	Complete outfalls inventory and map.			
ID-3	Train City Employees to Implement the IDDE Plan		Train employees to implement the IDDE Plan.			
ID-4	Implement Illicit Discharges Detection and Elimination Plan		Implement the IDDE Plan.			
Minimum Measure #4 – Construction Site Runoff Control						
CS-1	Develop Ordinance to Control Construction Site Runoff		Develop construction site runoff control ordinance. Select a guidance manual.			
CS-2	Train City Employees re: Construction Site Controls		Train City employees regarding implementation of the construction site runoff control			

Table 4: City of Keizer NPDES MS4 Phase II SWMP Best Management Practices (BMP) Implementation Schedule

BMP	Minimum Control Measure	Implementation Schedule				
		Permit Year 1 (2004/2005)	Permit Year 2 (2005/2006)	Permit Year 3 (2006/2007)	Permit Year 4 (2007/2008)	Permit Year 5 (2008/2009)
			program.			
CS-3	Conduct Plan Reviews, Inspections, Enforcement			Implement the construction site runoff control program and conduct plan reviews, inspections, and enforcement activities as specified in the ordinance developed under BMP CS-1.		
CS-4	Establish Hotline to Receive Complaints from the Public	Establish and begin operation of hotline.	Operate the hotline and follow up on calls as necessary.			
Minimum Measure #5 – Development Standards (Post-Construction Runoff Control)						
DS-1	Develop Ordinance to Control Runoff from New and Re-Development			Develop ordinance to prevent or minimize pollutants from new and re-development projects.		
DS-2	Train City Employees re: New Development Standards			Train City employees regarding implementation of the water quality development standards program.		
DS-3	Conduct Plan Reviews, Inspections, Enforcement				Implement the water quality standards for new and re-development and conduct plan reviews, inspections, and enforcement activities as specified in the ordinance developed under BMP DS-1.	
Minimum Measure #6 – Operations and Maintenance (Pollution Prevention/Good Housekeeping)						
OM-1	Develop a Water Quality Sensitive O&M Program		Develop a water quality sensitive operations and maintenance program			
OM-2	Train City Employees re: Revised O& M Practices		Train City employees regarding implementation of revised operations and maintenance practices.			
OM-3	Conduct Catch Basin Cleaning		Clean 25% of surface water discharging City catch basins annually.			
OM-4	Conduct Street Sweeping	Conduct monthly street sweeping for all City streets.				
Record Keeping and Reporting						
RR-1	Track Compliance/Prepare Annual Reports	Track compliance & submit annual reports to DEQ				
RR-2	Link SWMP Information with GIS	Link SWMP Information with GIS				

Property	Type	Impervious Area	Total Area	ESU'S	Monthly Fee
Keizer Village	Comm.	210,295	227,146	70.10	$ 168.24
Bi Mart	Comm.	112,440	117,128	37.48	$ 89.95
Schucks	Comm.	25,448	30,000	8.48	$ 20.36
Triple Tree Apts.	Mult.	74,417	105,649	24.81	$ 59.53
1247/1277 Clearview	Mult.	44,772	52,737	14.92	$ 35.82

Property	Type	Impervious Area	Total Area	ESU'S	Monthly Fee
Keizer Village	Comm.	210,295	227,146	70.10	$ 189.27
Bi Mart	Comm.	112,440	117,128	37.48	$ 101.20
Schucks	Comm.	25,448	30,000	8.48	$ 22.90
Triple Tree Apts.	Mult.	74,417	105,649	24.81	$ 66.98
1247/1277 Clearview	Mult.	44,772	52,737	14.92	$ 40.29

Preliminary Financial Findings

Background

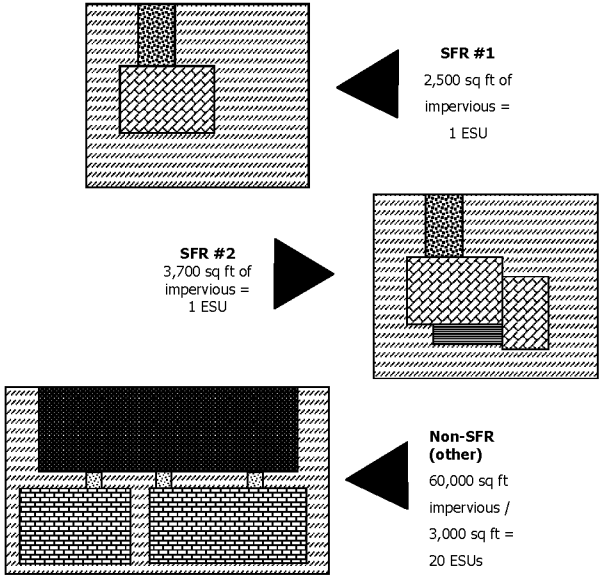
- The recently defined Stormwater Management Program (SWMP) is designed to meet federal (National Pollutant Discharge Elimination System, or NPDES) regulations
- The SWMP identifies control measures, best management practices (BMPs), and strategies for operating and maintaining sumps (UICs).
- The Program is currently largely unfunded

The Utility Rate Concept

- Stand-alone entity within City government (usually an enterprise fund)
- Financially self-sufficient
- Revenues reliable; dedicated for stormwater
- Revenues can secure debt
- Equitable cost recovery through rates
- Accountable to public (reporting requirements)
- May "free up" tax dollars for other uses

Recommended Rate Structure

- $X.XX per Equivalent Service Unit (ESU)
- One ESU = the average amount of impervious surface area on a developed single family residential parcel (usually 2,200 - 3,500 sq ft)
  - *SFRs: One ESU each*
  - *Non-SFRs: impervious area / ESU value = # of ESUs*



Key Assumptions / Information

- Typical home has 3,000 square feet of impervious surface [supported by City staff measurements]
- Provision for rate credits: 50% maximum credit, with 15% of ESUs eligible → 7.5% reduction in ESU total
- Resulting Customer Base

Customer Class	Impervious Square Feet	Number of ESUs
Residential		10,102.0
Commercial		4,056.6
Public Property and Schools		804.3
Roadways		5,639.8
Multiples		3,512.8
less: Credits	7.5% of ESU total	(1,808.7)
Total Equivalent Service Units (ESUs)		22,307

Initial Financial Analysis

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Operating Expenses						
Total Proposed Operating Activities	$ 420,500	$ 433,115	$ 446,108	$ 459,492	$ 473,276	$ 487,475
Administrative Support	-	-	-	-	-	-
Dumping Fees	30,000	30,900	31,827	32,782	33,765	34,778
Contingency	21,025	21,656	22,305	22,975	23,664	24,374
Vactor Purchase (7-yr lease)	46,913	46,913	46,913	46,913	46,913	46,913
Subtotal:	$ 518,438	$ 532,584	$ 547,154	$ 562,161	$ 577,619	$ 593,540
Operating Fund Contribution	$ 51,844	$ 1,415	$ -	$ -	$ -	$ -
Capital Funding						
Debt Service	$ -	$ -	$ -	$ -	$ -	$ -
Rate Funded Capital	162,843	185,658	191,227	196,964	202,873	208,959
Gross Revenue Requirement	$ 733,125	$ 719,656	$ 738,381	$ 759,125	$ 780,492	$ 802,499
less: Nonrate Revenues	11,037	12,302	13,701	14,973	16,070	16,974
Net Rate Revenue Requirement	**$ 722,088**	**$ 707,354**	**$ 724,680**	**$ 744,152**	**$ 764,421**	**$ 785,525**
Resulting Monthly Rate per ESU	**$ 2.70**	**$ 2.70**	**$ 2.70**	**$ 2.70**	**$ 2.70**	**$ 2.70**
Annual % Increase Required		*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Cumulative % Increase		*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*

Comparative Stormwater Rates

Monthly Residential Stormwater Bill	
City	**Monthly Bill**
Portland	$ 16.33
Eugene	8.69
Springfield	8.63
Milwaukie	8.55
Tigard	8.00
Lake Oswego	7.67
Cottage Grove	6.11
Beaverton	6.00
Corvallis	4.98
Oregon City	4.00
Tualatin	4.00
West Linn	3.94
Wilsonville	3.72
Philomath	1.50

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: **STORM WATER UTILITY PRESENTATION**

DATE: **MAY 31, 2007**

BACKGROUND:

The Storm Water Utility is a new utility managed by the Public Works Department to meet the Federal Clean Water Act administered by Oregon Department of Environmental Quality (DEQ). The City of Keizer has been identified as a Phase II City by DEQ and is required to establish a Storm Water Management Plan (SWMP) and apply for a National Pollutant Discharge Elimination System (NPDES) permit to discharge stormwater into the Willamette, Claggett Creek and Labish Creek. City Council passed a resolution adopting the SWMP in March 2004 which outlined the program to meet the NPDES permit for the next five plan years. City Staff received the DEQ approved NPDES permit on March 12, 2007. The permit requires implementation of the SWMP within 180 days.

The Storm Water Task Force Committee (SWTFC) has been reconvened to assist City Council in establishing the appropriate fee structure to meet permit requirements over the next five years. Funding for this program will consist of street fund dollars transferred to the storm water fund and a new utility fee established to conduct all requirements of the NPDES PH II permit. The SWTFC recommends to the City Council by motion adopt the following;

1) 3000 square feet of impervious surface will be established as one Equivalent Service Unit (ESU).
2) Any single family residence including duplexes will be set at 1 ESU, any other properties will be individually measured and the impervious square foot surface divided by ESU to determine the appropriate ESU rate.
3) Establish the ESU rate at $2.40 per month.

The SWTFC also recommend that staff continue to refine the data available and establish the appropriate ESU rate for the next several years. The City's Budget Committee has reviewed and approved the Storm Utility Fund.

Attachments;

City's Consultant FCS Group Storm Utility Presentation
Multi Family and Commercial property cost comparisons

FISCAL IMPACT:

City staff per the recommendation of the SWTFC has continued to refine the residential, multi family and commercial data to establish the appropriate ESU rate. Current data indicates the ESU rate should be established at $2.70 per 3000 square feet to provide the appropriate funding for the Storm Water Utility.

RECOMMENDATION:

Council direct staff to schedule a Public Hearing on establishment of the Storm Water Utility and fee structure June 18, 2007.

COUNCIL MEETING: **June 18, 2007**

AGENDA ITEM NUMBER: _____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, FINANCE DIRECTOR**

SUBJECT: **WATER RATE INCREASE**

BACKGROUND AND ISSUES:

Staff has completed the Water Rate Model update for fiscal year 2007-2008. The model is a cost of service model and is the method adopted by the City Council in 2002 and modified in 2004. The modification in 2004 combined the Single-Family and Multi-Family customer classes so that fixed rates and consumption rates are the same for both classes. The model shows that a 4.5% system-wide increase is needed to pay for increases in operating costs and infrastructure costs as outlined in the City's Capital Improvement Program.

Attachment #1 is a schedule showing the existing water rates compared to the proposed water rates. Attachment #2 is a schedule showing the impact of proposed water rates on typical customers for both the Single-Family/Muli-Family class and the Commercial class.

FISCAL IMPACT:

A 4.5% system-wide increase will bring in an additional $105,400 in revenue in fiscal year 2007-2008. The Fiscal Year 2007 Committee Approved Budget provides for a 4.5% increase in water rates beginning with the August 1, 2007 billings.

RECOMMENDATION:

Staff recommends Council open the public hearing on the proposed water rate increases. After all public testimony has been received, staff recommends the Council close the public hearing, deliberate on this issue and approve the attached Ordinance, setting new water rates and repealing Ordinance 2006-541, if it so chooses.

If you have any questions please contact Susan Gahlsdorf at 503.390.3700.

CITY OF KEIZER
COMPARISON OF EXISTING WATER RATES TO PROPOSED WATER RATES

Meter Charge - $/Meter/Bi-Monthly Meter Size	Rate	Franchise Fee 5%	Total	Rate	Franchise Fee 5%	Total	Percent Increase
5/8 - 3/4"	$ 7.82	$ 0.39	$ 8.21	$ 8.17	$ 0.41	$ 8.58	4.5%
1"	15.89	0.79	16.68	16.61	0.83	17.44	4.5%
1-1/2"	30.74	1.54	32.28	32.12	1.61	33.73	4.5%
2"	48.58	2.43	51.01	50.77	2.54	53.31	4.5%
3"	94.43	4.72	99.15	98.68	4.93	103.61	4.5%
4"	149.67	7.48	157.15	156.41	7.82	164.23	4.5%
6"	298.28	14.91	313.19	311.70	15.59	327.29	4.5%
8"	510.82	25.54	536.36	533.81	26.69	560.50	4.5%
Volume Rate - $/ccf Customer Class							
Residential	$ 1.02	$ 0.05	$ 1.07	$ 1.07	$ 0.05	$ 1.12	4.9%
Commercial	0.98	0.05	1.03	1.02	0.05	1.07	3.9%
Private Fire Protection - $/Hydrant-Bi-Monthly Hydrant Size							
4"	$ 21.80	$ 1.09	$ 22.89	$ 22.78	$ 1.14	$ 23.92	4.5%
6"	60.56	3.03	63.59	63.29	3.16	66.45	4.5%
8"	127.17	6.36	133.53	132.89	6.64	139.53	4.5%
10"	218.02	10.90	228.92	227.83	11.39	239.22	4.5%
Service Fee			$ 16.00			$ 16.00	0.0%
Shut-Off Processing Fee			32.00			32.00	0.0%
After Hours Fee			80.00			80.00	0.0%
Tampering Fee			32.00			32.00	0.0%

CITY OF KEIZER
ANALYSIS OF RATE INCREASE ON TYPICAL BILLS
FY 07-08

RESIDENTIAL

3/4" meter		Existing Rate Structure			Proposed Rate Structure		
		Base Rate	Cons in cf	TOTAL	Base Rate	Cons in cf	TOTAL
Consumption in Cubic Ft.		$ 8.21	$ 1.07		$ 8.58	$ 1.12	
April	8	$ 8.21	8.56	$ 16.77	$ 8.58	8.96	$ 17.54
February	10	$ 8.21	10.70	$ 18.91	$ 8.58	11.20	$ 19.78
December	10	$ 8.21	10.70	$ 18.91	$ 8.58	11.20	$ 19.78
October	45	$ 8.21	48.15	$ 56.36	$ 8.58	50.40	$ 58.98
August	42	$ 8.21	44.94	$ 53.15	$ 8.58	47.04	$ 55.62
June	17	$ 8.21	18.19	$ 26.40	$ 8.58	19.04	$ 27.62
				$ 190.50			$ 199.32
		Annual Difference					$ 8.82

COMMERCIAL

1 1/2" meter		Existing Rate Structure			Proposed Rate Structure		
		Base Rate	Cons in cf	TOTAL	Base Rate	Cons in cf	TOTAL
Consumption in Cubic Ft.		$ 32.28	$ 1.03		$ 33.73	1.07	
April	1	$ 32.28	1.03	$ 33.31	33.73	1.07	$ 34.80
February	1	$ 32.28	1.03	$ 33.31	33.73	1.07	$ 34.80
December	46	$ 32.28	47.38	$ 79.66	33.73	49.22	$ 82.95
October	126	$ 32.28	129.78	$ 162.06	33.73	134.82	$ 168.55
August	119	$ 32.28	122.57	$ 154.85	33.73	127.33	$ 161.06
June	67	$ 32.28	69.01	$ 101.29	33.73	71.69	$ 105.42
				$ 564.48			$ 587.58
		Annual Difference					$ 23.10

BILL NO. ____ A BILL ORDINANCE NO. 2007-_____

FOR

AN ORDINANCE

SETTING WATER RATES (2007); REPEALING ORDINANCE 2006-541

The City of Keizer ordains as follows:

Section 1. WATER RATES. Water rates for the Keizer Water Department are imposed as set forth on Exhibit "A" attached hereto and by this reference incorporated herein.

Section 2. REPEAL OF ORDINANCE NO. 2006-541. Ordinance No. 2006-541 is hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect for the August 2007 billings and all successive billings.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____
Mayor

_____
City Recorder

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

EXHIBIT "A"

Meter Charge - $/Meter/Bi-Monthly Meter Size		Rate
5/8 - 3/4"	$	8.17
1"	$	16.61
1-1/2"	$	32.12
2"	$	50.77
3"	$	98.68
4"	$	156.41
6"	$	311.70
8"	$	533.81

Volume Rate - $/ccf Customer Class		Rate
Residential	$	1.07
Commercial	$	1.02

Private Fire Protection - $/Hydrant-Bi-Monthly Hydrant Size		Rate
4"	$	22.78
6"	$	63.29
8"	$	132.89
10"	$	227.83

Miscellaneous Fees:		
Service Fee	$	16.00
Shut Off Processing Fee	$	32.00
After Hours Fee	$	80.00
Tampering Fee	$	32.00
Removal of Meter Following Third Tampering Incident		Cost Plus 15%

The Service Fee will be charged for all new accounts, account transfers, landlord/rentals and vacation accounts. The Service Fee will not be charged for customers voluntarily terminating service or moving out.

The Shut off Processing Fee will be charged for all accounts remaining unpaid as of the day of shut off, whether or not such meter is physically shut off.

The After Hours Fee will be charged to customers requesting water to be turned on after regular business hours. This fee does not apply to emergency calls.

The Tampering Fee will be charged to all customers whose water has been shut off if they turn the water back on themselves or others\wise tamper with the water meter or City water equipment.

CITY COUNCIL MEETING: June 18, 2007

AGENDA ITEM NUMBER: _____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

SUBJECT: **RESOLUTION ADOPTING FISCAL YEAR 2007-2008 BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES**

BACKGROUND:

On May 8, 2007, the Budget Committee convened and received the City Manager's Budget Message for Fiscal Year 2007-2008, and took public testimony from interested parties. On May 15th, May 22nd and May 29th, the Committee received public testimony and deliberated on the City Budget. The Budget Committee concluded its deliberations on May 29, 2007 and passed the Committee Approved Budget (Attachment #1).

ISSUES AND FISCAL IMPACT:

ORS 294.416 requires that a budget summary, financial summary, hearing notice and basis of accounting be published not less than five days or more than 30 days before the public hearing. ORS 294.425 provides that, if an error occurs in publishing, such errors can be corrected as long as there is a good faith effort to publish correctly and, once the error is discovered, the governing body must be informed in writing along with testimony about the error and the corrective action.

The summaries, notice and basis of accounting were published in the June 8, 2007 edition of the local newspaper. However, the publication excluded the financial summary for the Revenue Sharing Fund, the Public Education Government Fund, the 911 Communication Fund and the Sewer Reserve Fund. The publisher apologized for the omission and agreed to republish the entire notice in the June 15, 2007 edition.

Tonight the City has scheduled a public hearing to receive additional citizen input on the Fiscal Year 2007-2008 Committee Approved Budget. After the hearing, the Council may adjust the approved budget as follows:

- Reduce the tax rate or amount
- Adjust estimates of resources and requirements
- Raise expenditures in any fund up to $5,000 or 10 percent, whichever is greater

By state law, the Council must adopt the upcoming fiscal year budget by June 30, 2007.

RECOMMENDATION:

Staff recommends that the City Council open the public hearing and receive testimony on the Fiscal Year 2007-2008 Committee Approved Budget. After all testimony has been received, Staff recommends the Council close the public hearing and begins deliberations on the Fiscal Year 2007-2008 Budget. Finally, Staff recommends that the City Council adopt the attached Budget Resolution for Fiscal Year 2007-2008, with amendments if any.

[redacted]

[redacted]						
$ 6,702,764	$ 7,180,353	$ 12,468,800	*Working Capital Carryforward*	$ 9,780,800	$ 9,790,800	
3,171,780	3,382,004	3,607,200	*Taxes & Assessments*	3,739,700	3,744,600	
2,424,051	3,469,016	2,637,700	*Licenses & Fees*	3,034,200	3,294,100	
4,238,939	4,332,996	3,057,000	*Intergovernmental*	3,070,400	3,070,400	
473,327	545,247	531,300	*Fines & Forfeits*	605,600	605,600	
6,248,267	6,449,937	6,940,600	*Charges for Services*	6,950,400	6,950,400	
-	23,908,000	6,500,000	*Bond Proceeds*	1,764,700	1,764,700	
271,385	1,150,108	490,300	*Miscellaneous*	600,800	602,800	
284,491	609,336	1,115,100	*Transfers In*	741,700	687,500	
$ 23,815,004	$ 51,026,997	$ 37,348,000	**TOTAL RESOURCES**	$ 30,288,300	$ 30,510,900	
[redacted]						
$ 5,931,188	$ 6,207,431	$ 6,801,000	*Personnel Services*	$ 7,499,600	$ 7,570,300	
6,976,204	7,533,493	7,611,600	*Materials & Services*	8,108,200	8,165,400	
3,432,254	25,330,510	17,422,200	*Capital Outlay*	9,406,300	9,499,400	
10,513	73,668	449,200	*Debt Service*	453,800	453,800	
$ 16,350,159	$ 39,145,102	$ 32,284,000	**TOTAL EXPENDITURES**	$ 25,467,900	$ 25,688,900	
284,491	609,336	1,115,100	*Transfers Out*	741,700	687,500	
-	1,126,953	-	*Special Payments*	-	-	
[redacted]						
-	-	236,000	*Contingency*	269,000	359,100	
-	-	407,900	*Reserves*	457,900	407,900	
7,180,354	10,145,606	3,305,000	*Undesignated Ending Fund Balances*	3,351,800	3,367,500	
$ 23,815,004	$ 51,026,997	$ 37,348,000	**TOTAL EXPENDITURES & FUND EQUITY**	$ 30,288,300	$ 30,510,900	

CITY OF KEIZER, STATE OF OREGON

RESOLUTION R2007-_____

ADOPTING THE FY07-08 BUDGET, MAKING APPROPRIATIONS AND IMPOSING AND CATEGORIZING TAXES

BE IT RESOLVED, that the City Council of the City of Keizer hereby adopts a budget for fiscal year 2007-08 in the sum of $26,735,500 now on file at City Hall.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2007 and for the purposes shown below are hereby appropriated:

General Fund			
	Administration	$ 817,700	
	Parks	266,100	
	Community Development	550,200	
	Police	5,652,400	
	Municipal Court	281,800	
	Transfers	226,300	
	Contingency	147,900	
TOTAL GENERAL FUND			**$7,942,400**
Revenue Sharing			
	Capital Outlay	363,400	
TOTAL REVENUE SHARING			**363,400**
Public Education Government			
	Materials & Services	62,300	
	Capital Outlay	20,000	
	Contingency	25,000	
TOTAL PUBLIC EDUCATION GOVERNEMENT			**107,300**
911 Communications			
	Materials & Services	254,000	
TOTAL 911 COMMUNICATIONS			**254,000**
Law Enforcement Grant Fund			
	Materials & Services	25,000	
	Capital Outlay	25,000	
TOTAL LAW ENFORCEMENT GRANT FUNDS			**50,000**
Parks Improvement			
	Capital Outlay	1,035,000	
TOTAL PARKS IMPROVEMENT			**1,035,000**

Keizer Station LID			
	Materials & Services	9,700	
	Capital Outlay	2,102,000	
TOTAL KEIZER STATION LID			**2,111,700**
Transportation Improvement			
	Capital Outlay	1,339,500	
TOTAL TRANSPORTATION IMPROVEMENT			**1,339,500**
Street			
	Personnel Services	265,700	
	Materials & Services	551,500	
	Capital Outlay	2,209,700	
	Debt Service	210,500	
	Transfers Out	149,100	
TOTAL STREET			**3,386,500**
Sewer			
	Personnel Services	201,300	
	Materials & Services	4,090,000	
	Capital Outlay	3,900	
	Contingency	14,600	
TOTAL SEWER			**4,309,800**
Water			
	Personnel Services	1,075,000	
	Materials & Services	874,800	
	Capital Outlay	202,700	
	Debt Service	243,300	
	Transfers	312,100	
	Contingency	119,800	
TOTAL WATER			**2,827,700**
Water Facility Replacement Reserve			
	Capital Outlay	1,265,000	
TOTAL WATER FACILITY REPLACEMENT RESERVE			**1,265,000**
Street Lighting Districts			
	Personnel Services	53,700	
	Materials & Services	379,900	
	Capital Outlay	900	
	Contingency	21,800	
TOTAL STREET LIGHTING			**456,300**

Storm Water Utility			
	Personnel Services	212,500	
	Materials & Services	135,700	
	Capital Outlay	203,700	
	Contingency	30,000	
STORM WATER UTILITY			**581,900**
Sewer Reserve			
	Materials & Services	5,000	
	Capital Outlay	700,000	
TOTAL SEWER RESERVE			**705,000**
TOTAL ALL FUNDS			**$26,735,500**

BE IT FURTHER RESOLVED that the City Council of the City of Keizer hereby imposes the taxes provided for in the adopted budget at the rate of $2.0838 per $1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2007-08 upon the assessed value of all taxable property within the district.

	General Government
General Fund	$2.0838/$1000

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____
Mayor

_____
City Recorder

COUNCIL MEETING:_____
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: **ZONING TEXT AMMENDMENTS FOR TREE REPLACEMENT; PARTITION REQUIREMENTS; STREET FRONTAGE IMPROVEMENTS; AND, REALLOCATION OF COMMERCIAL SQUARE FOOTAGE IN KEIZER STATION**

ISSUE:
On May 9, 2007, the Planning Commission unanimously supported the proposed text amendments to several sections of the zone code.

1. Section 2.309 (Site and Landscaping Design) - When development of property involves the removal of significant trees (trees that are greater than 50 feet tall or more than 12 inches) the developer must replace these trees at a rate of up to 2 to one. This requirement appeared to work well until two subdivisions, each containing several hundred trees, were proposed. An alternative was developed that allowed for off-site tree planting on public land. The intent of this revision is to explicitly allow off-site tree mitigation as an alternative.

2. Section 3.107 (Partitions) – The proposed amendments to this section include citations of relevant development requirements that were apparently omitted during drafting of the development code. These include references to the requirement of a tree removal and replacement plan as noted in Section 2.309, compliance with infill standards as required in Section 2.316. A second amendment to this section is to allow a one year extension for the recording of final plat provided that no code revisions have been adopted that might otherwise impact the proposed partition.

3. Section 2.310 (Development Standards for Land Divisions) – This revision will specify when frontage improvements as part of a partition proposal are required. Currently, street frontage improvements are required as part of the subdivision approval process but not necessarily as part of every partition application. Presently, if property has greater than 250 feet of frontage along a street then frontage improvements will be required. However, if the property has less than 250 feet of frontage no frontage improvements will be required.

The central point of discussion involved in this amendment is whether there any instances when may be appropriate to require not only dedication of land along a street but also that certain improvements be made by the applicant. A case can be made that development along streets, such as arterials or collectors that may have inadequate improvements that the applicant should be required to provide these as part of being able to develop property. It will need to be determined that the exaction, or the dedication and improvement, is roughly proportional to the impact caused by the development property.

The amendment will specify that properties with more than 100 feet front, or that are have frontage along either an arterial or collector road that frontage improvements to provide for lacking sidewalks, curbs, street width, drainage, or other facility will be required unless it is determined by the City that any or all of the required improvements are not practical or desirable due lack of connecting facilities, or topographical or engineering constraints that may preclude the placement of improvements. For properties that have less than 100 feet of frontage and are not either an along arterial or collector street the applicant would not be required to provide any lacking improvements but would still be required to sign a non-remonstrance agreement stipulating that the property owner will agree to participate in right of way improvements.

In addition, a proposed revision specifies when lot line adjustment applications are required. Lot line adjustments are when two, or more, contiguous properties shift their common property line (s) and no new lots are created through this process. Currently, the code only requires a lot line adjustment application for properties that are residentially designated. This revision would require a lot line adjustment application be submitted and reviewed regardless of the zone designation of the properties.

4. The amendment will reallocate the maximum commercial square foot limit between the 5 Keizer Station areas. The total allowed commercial area (975,000 square feet) will not change.

RECOMMENDATION:
Hold a public hearing to consider the proposed amendments, and direct staff to prepare an ordinance to adopt the proposed revisions to zone code regulations.

2.309 SITE AND LANDSCAPING DESIGN

2.309.01 Purpose

The purpose of the site and landscaping design requirements is to provide standards that can be used in the development of property. A development design that incorporates landscaping serves to enhance the appearance of not only the subject property but also that of the City; provides shade and windbreaks where appropriate to conserve energy in building and site design; and provides for buffer and screening of conflicting land uses. (0706)

2.309.02 Scope

A. Landscaping Required. All new construction, expansion of, or redevelopment of structures including interior remodeling as specified in Section 2.315, or parking lots for commercial, multi-family, or industrial uses shall be subject to the site and landscaping requirements of this Section. (07/06)

B. Landscape Plan Review. Landscaping plans shall be submitted for review subject to procedures of this Section and subject to Type 1-A review procedures set forth in section 3.2. (07/06)

C. Tree Plan. A tree plan in accordance with section 2.309.04.B.7 is required with all Type II and III applications and the following Type I applications: Conditional Use and Partitioning. (5/98)

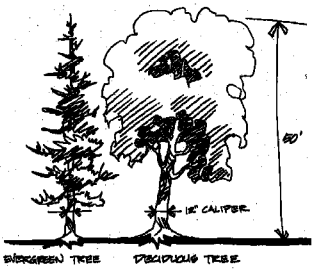
2.309.03 Minimum Area Requirements

Landscaped areas may include landscaping around buildings; open spaces and outdoor recreation areas; islands and perimeter planting areas in parking and loading areas; and areas devoted to buffering and screening as required in this Section and elsewhere in this Ordinance. The minimum areas devoted to landscaping are established within the applicable zone district the property lis located. (07/06)

Expansions. For addition(s) onto an existing development including interior remodeling as specified in Section 3.15, and parking lots, the minimum new landscaped area shall be determined by: first calculating the percentage of the increase of total floor area or parking area; multiplying the gross site area by this percentage of increase; multiplying the resulting area by the minimum percentage for the type of development, as noted above. This provision is not intended to include phase construction within a development. (07/06)

2.309.04 General Provisions

A. Landscaped Area. For purposes of satisfying the minimum requirements of this Ordinance, a "landscaped area" must be planted in a mixture of landscaping elements to include such things as lawn, ground cover plants, shrubs, annuals, perennials or trees, or desirable native vegetation, or be used for other landscape elements as defined in this Ordinance. Landscaping shall be designed, planted, and maintained in accordance with professional landscaping standards. Landscaping installed over asphalt shall be prohibited. (07/06)



Significant Trees

B. Submittal Requirements. A submitted landscaping plan shall include the following: (5/98)

1. Type, variety, scale and number of plants used; (5/98)

2. Placement and spacing of plants; (5/98)

3. Size and location of landscaped areas; (5/98)

4. Contouring, shaping and preparation of landscaped areas; (5/98)

5. Use and placement of non-plant elements within the landscaping. (5/98)

6. Method of irrigation. (5/98)

7. Location, and identification of any trees, both existing and planned consistent with Section 2.309.04.C. (07/06)

   a. On the Landscaping Plan, the existing significant trees identified by their common names, along with the size of such significant trees. Existing significant trees shall include any trees which were removed within the two-year period prior to the date the application was first submitted shall be shown on the landscape plan. (07/06)

   b. Which significant trees are proposed to be removed, or have been removed within the past two years. (07/06)

c. Which significant trees are to be left standing and what steps will be taken to protect and preserve those trees. (5/98)

d. Location, size and type of replacement trees proposed to be added, if any. (5/98)

C. Significant Trees. As used herein, "significant trees' are trees having a height of more than fifty (50) feet and/or having a trunk whose diameter is more than twelve (12) inches diameter at breast height (5 feet above ground level). (07/06)

a. The City recognizes that factors such as disease, safety concerns, and site development requirements may require removal of significant trees. Depending on these factors, the removal of significant trees may be appropriate and approved as part of the landscaping plan. Development of the property shall be in conformance with an approved landscaping site plan that is a condition of a land use approval or a building permit. The City may require that significant trees that are removed (including trees removed within the two years prior to the application) be replaced at the rate of up to two new trees for each significant tree removed or less if a tree specimen which will result in an increased tree size is planted. Replacement trees shall have a trunk, when measured at six (6) inches above ground level, of at least two (2) inches when planted, and shall be a type that will be at least twelve (12) inches in diameter at ground level when fully mature. In lieu of an on-site tree replacement plan, an off-site tree mitigation plan that is consistent with requirements within this section shall be submitted to the Community Development Director for approval. Such off-site location shall be within the city limits or in a city park as approved by the Community Development Director. (07/06)

b. The above provisions include and apply to all significant trees located on the subject property or on any adjacent public right-of-way.

D. Existing Vegetation. The landscape design shall also incorporate as much of the existing desirable vegetation on the site as is possible. (07/06)

2.309.05 Screening and Buffering

A. Screening and Buffering. Screening and buffering shall be used to eliminate or reduce the impacts of the following uses: (07/06)

1. Commercial and industrial uses when abutting residential uses. (5/98)

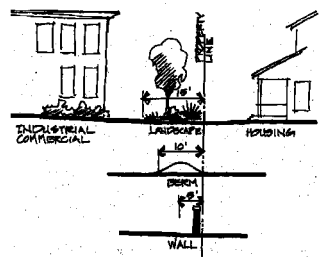
2. Industrial uses when abutting commercial uses. (5/98)

3. Service areas and facilities, including garbage and waste disposal containers, recycling bins, and loading areas. (5/98)

4. Outdoor storage areas. (5/98)

5. Parking areas for 20 or more vehicles for multi-family developments, or 30 or more vehicles for commercial or industrial uses. (5/98)

6. At and above-grade electrical and mechanical equipment, such as transformers, heat pumps, and air conditioners. (5/98)



Alternative Buffering Techniques

7. Shall be used to mitigate adverse visual impacts, dust, noise, or pollution, and to provide for compatibility between dissimilar adjoining uses. (07/06)

B. Where screening or buffering is determined to be necessary, one of the following alternatives shall be employed: (07/06)

1. Width not less than 15 feet shall be planted with the following materials: (07/06)

   a. At least one row of deciduous or evergreen trees staggered and spaced not more than 15 feet apart. (5/98)

   b. At least one row of evergreen shrubs that will grow to form a continuous hedge at least five feet in height within one year of planting. (5/98)

   c. Lawn, low-growing evergreen shrubs or evergreen ground cover covering the balance of the area. (5/98)

2. Width not less than 10 feet shall be developed in accordance with the following standards: (07/06)

a. Berm form should not slope more than 40 percent (1:2.5) on the side away from the area screened from view. The slope for the other side (screened area) may vary. (5/98)

b. A dense evergreen hedge shall be located so as to most effectively buffer the proposed use. (5/98)

c. The combined total height of the berm and hedge shall be not less than five feet. (5/98)

3. Width must not be less than five feet shall be developed in accordance with the following standards: (07/06)

a. A masonry wall or sight-obscuring fence not including vinyl slatted chain link fences not less than six feet in height. In addition, a fence shall be maintained in a safe and attractive manner. (07/06)

b. A mixture of lawn, low-growing evergreen shrubs, and evergreen ground cover covering the balance of the area. (07/06)

4. Other alternative methods which produce an adequate screening or buffering, may be approved by the City. (07/06)

2.309.06 Planting and Maintenance

A. Planting Height. No sight-obscuring plantings exceeding 30 inches in height shall be located within any required vision clearance area in accordance with Section 2.312.09 of this Ordinance. (5/98)

B. Plant Materials. Plant materials shall not cause a hazard. Landscape plant materials over walkways, pedestrian paths and seating areas shall be pruned to a minimum height of eight feet and to a minimum height of 15 feet over streets and vehicular traffic areas. (5/98)

C. Utility Interference. Landscape plant materials shall be selected which do not generally interfere with utilities above or below ground. (5/98)

D. Installation. Landscape plant materials shall be properly guyed and staked to current industry standards as necessary. Stakes and guy wires shall not interfere with vehicular or pedestrian traffic. (5/98)

E. Suitability. Plant materials shall be suited to the conditions under which they will be growing. As an example, plants to be grown in exposed, windy areas that will not be irrigated should be sufficiently hardy to thrive under these conditions. Plants should have vigorous root systems, and be sound, healthy, free from defects, diseases, and infections. (5/98)

F. Deciduous Trees. Deciduous trees shall have a minimum of 2 inches, and a minimum height of 8 feet at the time of planting. (07/06)

G. Evergreen Trees. Evergreen trees shall be a minimum of 6 feet in height and fully branched at time of planting. (5/98)

H. Shrubbery. Shrubs shall be supplied in a minimum 1 gallon containers or 8 inch burlap balls with a minimum spread of 12 to 15 inches. (5/98)

I. Ground Cover. Ground cover plants shall be spaced in accordance with current nursery industry standards to achieve covering of the planting area. Rows of plants are to be staggered for a more effective covering. Ground cover shall be supplied in a minimum 4 inch size container. (07/06)

J. Irrigation. All developments are required to provide appropriate methods of irrigation for the landscaping. Sites with over 1,000 square feet of landscaped area shall be irrigated with automatic sprinkler systems to insure the continued health and attractiveness of the plant materials unless otherwise approved by the Zoning Administrator. Sprinkler heads shall not cause any hazard to the public. Irrigation shall not be required in wooded areas, wetlands, floodplains, or along natural drainage channels or stream banks. (07/06)

K. Re-planting. Trees or shrubbery which die-off shall be replaced with a new plant of the same or similar type. Replacement is ultimately the responsibility of the property owner. (5/98)

L. Maintenance. Landscaping shall be continually maintained. Appropriate methods of care and maintenance of landscaped plant material shall be provided by the owner of the property. (5/98)

M. Plant Protection. Landscape plant material shall be protected from damage due to heavy foot traffic or vehicular traffic by protective tree grates, pavers or other suitable methods. (5/98)

2.310 DEVELOPMENT STANDARDS FOR LAND DIVISIONS

2.310.01 Purpose

To provide for the orderly, safe, efficient and livable development of land within the City of Keizer. (5/98)

2.310.02 Scope

A. Application. The provisions of this Section shall apply to all subdivisions and partitions within the City of Keizer. (5/98)

B. Modification. The design standards in this Section may be modified, provided, findings are established which indicate compliance with these standards is infeasible due to parcel shape, terrain, or location of existing structures. (5/98)

2.310.03 Standards for Lots or Parcels, Lot Line Adjustment Required

A. Minimum lot area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. (5/98)

B. Lot Line Adjustment. Any adjustment of a lot line between two adjacent parcels ~~in a RS, RH, RM, RH, or RC zone~~ shall require approval of a Lot Line Adjustment in accordance with the standards of Chapter 3.1 and the procedures of Chapter 3.2. (5/98)

C. Lot width and depth. The depth of a lot or parcel shall not be more than 3 times the width of the parcel, with the following exceptions: (5/98)

1. Individual lots for townhouse units shall not be less than 20 feet in width. Lot depth may vary, but shall be adequate to provide a minimum of 300 square feet with no dimension less than 6 feet of semi-private outdoor living space for each unit. (5/98)

2. Individual lots for single-family attached dwelling units shall be designed so that lot depth is not greater than 3 1/2 times lot width. (5/98)

3. Parcels created for public utility uses or in zones where there is no minimum lot area requirement shall be exempt from width to depth ratio provisions. (5/98)

D. Access. All lots and parcels created after the effective date of this Ordinance shall provide a minimum frontage, on an existing or proposed public street, equal to the minimum lot width required by the underlying zone. The following exceptions shall apply: (5/98)

1. Residential lots or parcels, including townhouse developments and Planned Unit Developments, may be accessed via an access easement developed in accordance with the provisions of Section 2.302.08. (10/02)

2. Lots or parcels in townhouse developments or Planned Unit Developments may be accessed via public or private streets, in accordance with the following standards: (5/98)

   a. Internal local streets or drives may be private if allowed in Section 2.302.02F and shall be subject to the provisions of Section 2.302. (10/02)

   b. Collector and arterial streets shall be public and shall comply with the applicable provisions of Section 2.302. Collector or arterial streets may be determined either by design or anticipated traffic volumes. (5/98)

   c. Local streets that are needed to provide access to adjoining properties shall be public and shall comply with the applicable provisions of Section 2.202. (5/98)

3. Cul-de-sac lots shall have a minimum frontage of 25 feet. (5/98)

4. Flag lots, as permitted in Subsection 2.310.03, E. (5/98)

E. Flag Lots. Flag lots shall only be permitted if it is the only reasonable method by which the rear portion of a lot being unusually deep or having an unusual configuration may be accessed and when in compliance with Section 2.302.03.B. If a flag-lot is permitted, the following standards shall be met: (5/98)

1. The access strip shall not be less than 20 feet wide. The access strip shall be improved with a minimum 12 foot wide paved driveway and paved encroachment which meet applicable City standards. (5/98)

2. The access strip shall not be included in the calculation of lot area for purposes of determining compliance with any minimum lot size provision of this Ordinance. (5/98)

F. Through Lots. Through lots shall be avoided except where essential to provide separation of residential development from major traffic arteries, adjacent non-residential activities, or to overcome specific disadvantages of topography and orientation. Through lots shall be no less than 100 feet in depth. Lots having their access off a private access easement or adjacent to a private access easement shall not be construed as qualifying as through lots. Screening or buffering, pursuant to the provision of Section 2.307, may be required by the City during the review of the land division request. (5/98)

G. Lot Lines. The side lines of lots, as far as practicable, shall run at right angles to the right-of-way line of the street upon which the lots face. The rear lot line shall be no less than 1/2 the dimension of the front lot line. (5/98)

H. Utility Easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 2.302.04 of this Code. (5/98)

2.310.04 Additional Design Standards for Subdivisions

A. Standards for Blocks

1. General: The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic; and recognition of limitations and opportunities of topography. (5/98)

2. Sizes: Blocks should not exceed 600 feet in length between street lines, except blocks adjacent to arterial streets, or unless the previous adjacent development pattern or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is 1,800 feet. (5/98)

B. Traffic Circulation. The proposed subdivision shall be laid out to provide safe and, convenient vehicle, bicycle and pedestrian access to nearby residential areas, transit stops, neighborhood activity centers such as schools and parks, commercial areas,

and industrial areas; and to provide safe and convenient traffic circulation. At a minimum, "nearby" is interpreted to mean uses within 1/4 mile which can be reasonably expected to be used by pedestrians, and uses within 1 mile of the subdivision boundary which can reasonably be expected to be accessed by bicyclists. (5/98)

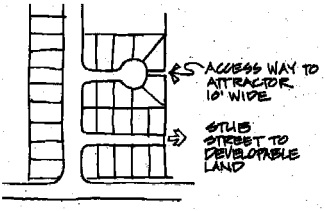


FIGURE 459
3.209.03 Criteria for – Connectivity Standard Examples

C. Connectivity. To achieve the objective in B., above, the Director may require the following: (5/98)

1. Stub Streets: Where the potential exists for additional residential development on adjacent property. (5/98)

2. Pedestrian/Bicycle Accessways: Public accessways to provide a safe and efficient connection from a residential area to nearby residential areas, transit stops, neighborhood activity centers, including schools, parks, shopping centers, other community services and other commercial and industrial areas when such connections are not available by streets and when a pedestrian must go at least one quarter of a mile out of his or her way to make that connection using the street system. (5/98)

D. Design Standards. Pedestrian/bicycle accessways shall meet the following design standards: (5/98)

1. Minimum dedicated width: 10 feet

2. Minimum improved width: 10 feet

3. Maximum length: 250 feet. A clear line of vision for the entire length of the accessway shall be required. (5/98)

4. Lighting shall be provided illuminating any walkway exceeding 150 feet in length to a level where the system can be used at night. Lighting shall be included in the lighting district(s) established for the subdivision. (5/98)

5. The accessway shall be designed to prohibit vehicle traffic. (5/98)

2.310.05 Improvement Requirements - Partitions

During the review of partition proposals, the City shall require, as a condition of approval, the following improvements: (5/98)

A. Private Access. Private driveways serving flag lots, or private streets and access easements, shall be surfaced per the requirements of this Code. (10/02)

B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 and 2.316 only if sidewalks currently exist along the connecting street. (10/02)

C. Street Frontage Improvements. The following improvements shall be required: (5/98)

1. If the street frontage of the subject property is less than or equal to ~~250~~ 100 feet, and not along a collector or arterial street the applicant shall sign a non-remonstrance agreement with the City of Keizer. This agreement shall stipulate that the applicant or future property owner will agree to participate in right-of-way improvements. The agreement may include provisions for the following: street paving, curbing, sidewalks, water lines, storm sewer facilities and sanitary sewer facilities. (5/98)

2. If the street frontage of the subject property exceeds ~~250~~ 100 feet or is located along a collector or arterial street, or extends an ~~d~~ existing dedicated right-of-way, the applicant shall improve the following unless it is determined by the City that any or all of the required improvements may not be practical or desirable due lack of connecting facilities, or topographical or engineering constraints that may preclude the placement of ~~:~~improvements: (5/98)

a. Public streets upon which the property fronts to public standards, including: surfacing from center line to curb, installation of curbing, storm sewers, sanitary sewers, water lines and other necessary public utilities. (5/98)

b. Sidewalks, meeting City standards, along public street frontage. (5/98)

c. The installation of storm sewers, sanitary sewers, water lines and other utilities necessary to serve lots accessing off of the new street. (5/98)

D. Completion Requirements. All required improvements shall be completed prior to the issuance of any building permits for the subject property. Alternatively, improvements required under this Section shall be completed or assured through a performance bond or other instrument acceptable to the City prior to the approval of the final plat of the partition. At the discretion of the Public Works Director, certain improvements may be further postponed through a non-remonstrance agreement, or other performance agreement. (5/98)

2.310.06 Improvement Requirements - Subdivisions

The following improvements shall be required for all subdivisions in the City of Keizer: (5/98)

A. Frontage Improvements. Street improvements to full City Standards shall be required for all public streets on which a proposed subdivision fronts in accordance with Section 2.302 of this Code. Such improvements shall be designed to match with existing improved surfaces for a reasonable distance beyond the frontage of the property. Additional frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as the City shall determine to be reasonably necessary to serve the development or the immediate neighborhood. (5/98)

B. Walkways for Private Streets. Sidewalks shall be required in accordance with applicable provisions in Sections 2.302 and 2.316 only if sidewalks currently exist along the connecting street. (10/02)

C. Project Streets. All public or private streets within the subdivision shall be constructed as required by the provisions of Section 2.302. (5/98)

D. Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection and all points of curvature and points of tangency of street center lines. (5/98)

E. Bench Marks. Elevation bench marks shall be set at intervals established by the City Engineer. The bench marks shall consist of a brass cap set in a curb or other immovable structure. (5/98)

F. Surface Drainage and Storm Sewer System. Drainage facilities shall be provided within the subdivision and to connect the subdivision drainage to drainage-ways or to storm sewers outside the subdivision. Design of drainage within the subdivision shall take into account the capacity and grade necessary to maintain unrestricted flow from areas draining through the subdivision and to allow extension of the system to serve such areas. Drainage shall be designed to avoid impacts on adjacent property. (5/98)

G. Sanitary Sewers. Sanitary sewer shall be installed to serve the subdivision and to connect the subdivision to existing mains both on and off the property being subdivided. (5/98)

If the required sewer facilities will, without further sewer construction, directly serve property outside the subdivision, the City may recommend to the City Council construction as an assessment project with such arrangement with the subdivider as is equitable to assure financing his share of the construction and to provide for appropriate reimbursements of costs above those directly attributable to the subdivision. (5/98)

The City may require that the subdivider construct sewage lines of a size in excess of that necessary to adequately service the development in question, where such facilities are or will be necessary to serve the entire area within which the development is located when the area is ultimately developed. The City may also require that the construction take place as an assessment project with such arrangement with the subdivider as is desirable to assure his share of the construction. (5/98)

H. Water System. Water lines with valves and Fire District approved fire hydrants serving the subdivision and connecting the subdivision to the City mains shall be installed and operating prior to start of combustible construction. The design shall take into account provisions for extension beyond the subdivision to adequately grid the City system and to serve the area within which the development is located when the area is ultimately developed. However, the developer will be responsible for water main sizes necessary to meet minimum fire flow requirements per Uniform Fire Code. The City will not expect the developer to pay for the extra pipe material cost of mains exceeding 8 inches in size. (5/98)

I Sidewalks. Sidewalks shall be installed along both sides of each public street and in any pedestrian ways within the subdivision.

The City may defer sidewalk construction until the dwellings or structures fronting the sidewalk are constructed. Any required off-site sidewalks (e.g. pedestrian walkways) or sidewalks fronting public property shall not be deferred. (5/98)

J. Street Lights. The installation of street lights is required at locations and of a type required by City standards. (5/98)

K. Street Signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by City standards. Each street sign shall display the one hundred block range. Street signs shall be installed prior to obtaining building permits. (5/98)

L. Public Works Requirements. All facility improvements shall conform to the requirements and specifications of the Keizer Department of Public Works. (5/98)

M. Curb Cuts. Curb cuts and driveway installations, excluding common drives, are not required of the subdivider, but if installed, shall be according to the City standards. (5/98)

N. Street Trees. Street tree planting is mandatory where a planting strip is part of the street design. Plantings shall conform to Section 2.302.03(M). (5/98)

O. Grading & Fills. All grading which results in fills in excess of 3 feet located within the identified building envelope on a subdivision lot or parcel must be engineered. (5/98)

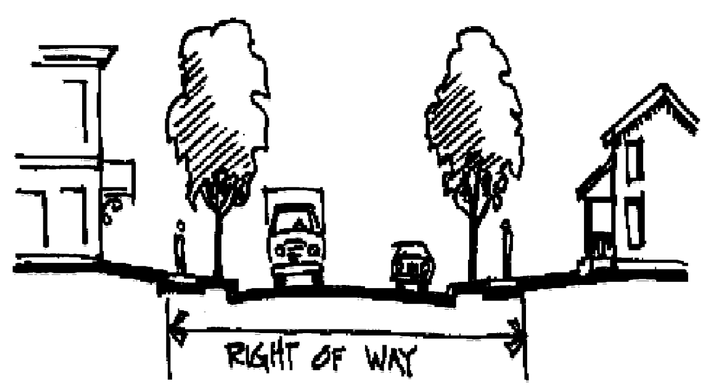


Figure s PAGEREF _Toc168104 \h – Street Tree Plantings

P. Financial Requirements. All improvements required under this Section shall be completed to City standards or assured through a performance bond or other instrument acceptable to the City Attorney, prior to the approval of the Final Plat of the subdivision. (5/98)

2.310.07 Improvement Procedures

In addition to other requirements, improvements installed by a developer for any land division, either as a requirement of these regulations or at his own option, shall conform to the requirements of this Ordinance and

improvement standards and specifications adopted by the City, and shall be installed in accordance with the following procedure: (5/98)

A. Plan Review. Improvement work shall not commence until plans have been checked for adequacy and approved by the City. Plans shall be prepared in accordance with requirements of the City. (5/98)

B. Notification. Improvement work shall not commence until the City has been notified in advance; and, if work has been discontinued for any reason, it shall not be resumed until the City has been notified. (5/98)

C. Inspection. Improvements shall be constructed under the inspection and to the satisfaction of the City Engineer and the Director of Public Works. The City may require changes in typical sections and details in the public interest, if unusual conditions arise during construction to warrant the change. (5/98)

D. Underground Facilities. All underground utilities, sanitary sewers, and storm drains installed in streets by the developer shall be constructed prior to the surfacing of the streets. Stubs for service connections for underground utilities and sanitary sewers shall be placed to a length eliminating the necessity for disturbing the street improvements when service connections are made. (5/98)

E. Final Engineering Plans. Upon completion of the public improvements and prior to final acceptance of the improvements by the City, the developer shall provide certified as-built drawings of all public utility improvements to the City. As-built conditions and information shall be reflected on one set of Mylar base as-built drawings. The as-built drawings shall be submitted to the City Engineer by the Developer's engineer. (5/98)

3.107 PARTITIONS

3.107.01 Purpose

The development standards in this Development Code protect the public health, safety and welfare by establishing standard setbacks, minimum lot areas, density, and other development standards that apply to various uses. The development standards for Partitioning are provided for the orderly, safe, efficient and livable development of land within the City of Keizer. (2/01)

3.107.02 Applicability

A partition is required for any land division that creates two or three parcels in a calendar year. (2/01)

3.107.03 Application and Fee

An application for a partition shall be filed with the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (2/01)

3.107.04 General Provisions

A. Validity. Partition approval is valid in perpetuity, upon recording of the final surveyed plat. (2/01)

B. Number of Parcels. No parcel within an approved partition may be redivided within the same calendar year in which it was recorded, except through the subdivision process. (2/01)

C. Master Plan. A master plan for development ~~is~~ may be required for any application that leaves a portion of the subject property capable of replatting. (2/01)

3.107.05 Submittal Requirements for Preliminary Review

A. Application Process. Applications for partitions shall be submitted on forms provided by the City and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of this Section. (5/98)

B. Submittal Requirements. Each application shall be accompanied by a preliminary partition plat drawn to scale of not less than one inch equals 50 feet nor more than one inch equals 200 feet, and containing at a minimum, the following: (5/98)

1. Appropriate identification stating the drawing is a preliminary plan. (5/98)

2. North point, scale and date. (5/98)

3. Name and addresses of land owner, applicant, engineer, surveyor, planner, architect or other individuals responsible for the plan. (5/98)

4. Assessor Map number and tax lot number of subject property. (2/01)

5. The property lines and approximate area of the subject property. (2/01)

6. Dimensions and size in square feet or acres of all proposed parcels. (5/98)

7. The approximate location of existing streets, easements or right-of-ways adjacent to, or within, the subject property, and, existing improvements on the property and important features such as section, political boundary lines. (5/98)

8. Future Street Plan. A future street plan shall be submitted with partition proposals that include (a) public street(s) to connect to adjacent property for future development. The future street plan shall show the pattern of existing and future streets from the boundaries of the proposed land division and shall include other parcels within 500 feet of the proposed land division property line. The City may determine future neighborhood street connections. A future street proposal may be modified when subsequent development proposals are submitted. (01/02)

3.107.06 Process for Preliminary Review

Preliminary plats for partitions shall be reviewed in accordance with the Type I-B review procedures specified in Section 3.202.02. (2/01)

3.107.07 Review Criteria

Approval of a partitioning shall require compliance with the following: (5/98)

A. Each parcel shall meet the access requirements of Section 2.310.03.D. (5/98)

B. Each parcel shall satisfy the dimensional standards of applicable zoning district, unless a variance from these standards is requested and is approved. (5/98)

C. Each parcel shall comply with the requirements of Section 2.310. (2/01)

D. Rough Proportionality. Improvements or dedications required as a condition of development approval, when not voluntarily accepted by the applicant, shall be roughly proportional to the impact of development. Findings in the

development approval shall indicate how the required improvements or dedications are roughly proportional to the impact. (01/02)

E. Each parcel shall comply with the applicable requirements within ~~of~~ Sections 2.301 (General Provisions) ~~through~~; 2.302 (Street Standards); 2.303 (Off-Street Parking and Loading); 2.305 (Transit Facilities); 2.306 (Storm Drainage); 2.307 (Utility Lines and Facilities); 2.309 (Site and Landscaping Design); and, 2.316 (Infill Development). (2/01)

F. Adequate public facilities shall be available to serve the existing and newly created parcels. (5/98)

3.107.08 Process for Final Plat Approval

A. Survey. Within 1 year of the final decision approving a preliminary plat, a final survey of the approved plat shall be recorded. If the final survey is not submitted within 1 year, the preliminary approval shall lapse. A one time one year extension may be granted by the Community Development Director provided that no code revisions have been adopted by City Council that might otherwise affect the partition as proposed. Applicant shall submit written extension request prior to expiration of decision. (5/98)

B. Final Approval. If the partition plat is consistent with the approved preliminary plat, and if the conditions of approval have been satisfied, the City shall sign the final plat. (5/98)

C. Recording of Approved Plat. No building permit shall be issued until the final approved Plat has been recorded with the County Recorder. The applicant shall be responsible for all recording fees. (2/01)

D. Improvements/Bonding. Prior to issuance of an occupancy permit, all improvements required by the conditions of approval shall be constructed or the construction shall be guaranteed through a performance bond or other instrument acceptable to the City Attorney, as provided for in Subsection 3.202.05.B. (2/01)

KEIZER CITY ATTORNEY
MEMORANDUM

TO: KEIZER PLANNING COMMISSION

THROUGH: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR

FROM: E. SHANNON JOHNSON
CITY ATTORNEY

SUBJECT: **KEIZER STATION PLAN LEGISLATIVE AMENDMENT – REALLOCATION OF RETAIL SQUARE FOOT LIMITS**

DATE: MAY 4, 2007

When the Keizer Station Plan was developed, the thought was that Area A – Village Center would have the majority of the retail activity. This area would be anchored by Lowes and Target and would attract most of the shoppers due to those anchors and the proximity to the freeway.

To assure the City of Salem, the State Department of Land Conservation and Development and other parties that the retail area would not grow in an unlimited fashion, the Keizer Station Plan (KSP) had an overall limit of 975,000 square feet for commercial retail purposes. This total was allocated between the areas as follows:

Areas	Square Footage Limitation for Specified Uses
Area A –	
Village Center	800,000 sq. ft.
Sports Center	15,000 sq. ft.
Area B – *Retail Service Center*	25,000 sq. ft.
Area C – *Keizer Station Center*	65,000 sq. ft.
Area D – *Commerce Center*	70,000 sq. ft.
TOTAL	975,000 sq. ft.

The Village Center area, though successful, has not had the type of large square foot stores originally envisioned. The total build out of the Village Center is estimated to be 675,000

square feet. Developers of the Village Center are interested in possible development of Areas B and C of the Keizer Station, but would like to reallocate the retail square foot limits, without increasing the overall total. The proposal is to reallocate the square foot limits as follows:

Areas	Square Footage Limitation for Specified Uses
Area A –	
Village Center	675,000 sq. ft.
Sports Center	15,000 sq. ft.
Area B – *Retail Service Center*	80,000 sq. ft.
Area C – *Keizer Station Center*	135,000 sq. ft.
Area B – *Commerce Center*	70,000 sq. ft.
TOTAL	975,000 sq. ft.

This proposal requires a legislative amendment of the Development Code and the Keizer Station Plan, which is the subject of the public hearing before the Planning Commission on May 9, 2007. I have attached the amendment section of the KSP. I will provide additional information at the hearing.

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

ESJ/tmh
attachment

The Keizer Station Plan will be amended at Page 9 as follows:

KEIZER STATION PLAN AREAS AND DESIGN GUIDELINES

The Keizer Station Plan has evaluated each of the four areas from a development, urban design, transportation and public facilities perspective. Based on this evaluation, this Plan recommends a number of specific design guidelines and identifies development issues that will need to be addressed as development occurs in each area. The following section provides the specific area descriptions, design guidelines and issues that will guide future development for each of the following areas:

- Area A – Village Center/Sports Center
- Area B – Retail Service Center
- Area C – Keizer Station Center
- Area D – Commerce Center

To help create the mix of uses envisioned in the Keizer Station Plan, the floor area for specified uses, which generally have retail and commercial characteristics, is limited as provided in the Keizer Development Code (KDC). Each area is limited with a prescribed amount of floor area for specific uses. The specific use restrictions are also included in the Keizer Development Code for each applicable zone and the Activity Center Overlay (ACO) Zone. The areas are restricted to the following amount of square footage for these specified uses as follows:

Areas	Square Footage Limitation for Specified Uses	
Area A –		
Village Center	~~800,000 sq. ft.~~	675,000 sq. ft.
Sports Center	~~15,000 sq. ft.~~	15,000 sq. ft.
Area B – *Retail Service Center*	~~25,000 sq. ft.~~	80,000 sq. ft.
Area C – *Keizer Station Center*	~~65,000 sq. ft.~~	135,000 sq. ft.
Area B – *Commerce Center*	~~70,000 sq. ft.~~	70,000 sq. ft.

(Additional amendments of a similar nature will be made in other sections of the KSP and Keizer Development Code.)

COUNCIL MEETING: June 18, 2007

AGENDA ITEM NUMBER:_____

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

SUBJECT: Authorization for Appropriation Transfer

ISSUE: Oregon Budget Law allows for the transfer of appropriations within a fund during the fiscal year and for the appropriation of pass-through revenues during the fiscal year (ORS 294.450);

Oregon Budget Law further provides that a resolution or ordinance be passed to provide authority for the expenditure of these funds.

1) General Fund
   a. Police Department
      i. $20,000 is needed in materials & services to cover the cost of weapons. The costs of the weapons are to be reimbursed by the officers who are issued them and are to be used in the function of official police duties. Applicable federal laws apply.
      ii. $10,000 is needed in materials and services to cover the cost of membership to RAIN (Regional Automated Information Network). This expenditure was omitted from the FY06-07 budget in error. General Fund revenues are sufficient to cover this cost.
      iii. $30,000 in general fund contingency appropriation is available for transferred to the Police budget.
2) 9-1-1 Fund
   9-1-1 Excise Tax revenues are expected to be up to $45,000 above budget. A portion of this revenue is pass-through money to the Keizer Fire District and Marion County Rural Fire District #1 as provided for in an interagency agreement. A resolution authorizing pass-through of $20,000 of this revenue is needed to comply with the City's interagency agreement with these fire districts.
3) Public Education Government Fund (PEG)
   a. Materials and Services costs are anticipated to be $3,000 higher than anticipated to cover attorney fees related to Keizer Station 23.
   b. Capital outlay costs are anticipated to be $5,300 higher than budgeted for video production equipment repairs.
4) Keizer Station LID Fund

a. Funds are needed to pay interest expense on the City's line-of-credit used for building infrastructure at the Keizer Station. These costs, estimated at $1,700,000 are reimbursed by the Developer.
b. Funds are needed to pay costs for legal services related to ODOT and property acquisition and for engineering services for plan review. Line-of-credit proceeds are sufficient to pay the cost for these services.
c. There is sufficient Capital Outlay appropriation that can be transferred to cover these costs.

5) Park Improvement Fund
   a. Materials and Services costs for attorney fees and surveying associated with land acquisition are expected to be approximately $10,000 over budgeted expenditures. Revenues are sufficient to cover the cost.
   b. There is sufficient Capital Outlay appropriation that can be transferred to cover these costs.

6) Sewer Fund
   a. Transfer of appropriation is needed to cover pass through revenue collected for sewer services to be remitted to the City of Salem under an interagency agreement.
   b. Staff estimates up to an additional $100,000 in sewer charges will be collected in fiscal year 2006-2007.

FISCAL IMPACT: The fiscal impact on each Fund is above. These adjustments were anticipated in preparing the fiscal year 2007-2008 budget.

RECOMMENDATION: Staff recommends the council adopt the attached resolution authorizing the expenditure of funds as described above.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZATION FOR APPROPRIATION TRANSFER

WHEREAS ORS 294.450 allows for the transfer of appropriation authority within a fund and for the appropriation of pass-through revenues during the fiscal year;

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, 2007:

General Fund	**Increase**	**Decrease**
Police	**$30,000**	
Contingency		**$30,000**

Funds are needed for the purchase of weapons, for which the city will receive reimbursement, and for the membership cost of RAIN (Regional Automated Information Network).

9-1-1 Fund – Materials & Services	**$20,000**
9-1-1 Fund – Revenue	**$20,000**

Funds are needed to cover the costs of Distributions to 9-1-1 Agencies who receive a percentage of 9-1-1 Revenues remitted to the City and designated as pass-through revenues under an interagency agreement. Revenues are above budget for fiscal year 2006-2007; therefore, corresponding expenditures will increase.

	Increase	**Decrease**
PEG Fund – Materials & Services	**$3,000**	
PEG Fund – Capital Outlay	**$5,300**	
Contingency		**$8,300**

Transfer of appropriation is needed to cover legal costs for Keizer Station 23 and video production equipment repair costs.

Keizer Station LID Fund – Interest Expense **$1,700,000**
Keizer Station LID Fund – Materials & Supplies **$ 25,000**
Keizer Station LID Fund – Capital Outlay **$1,725,000**
Funds are needed to pay interest expense on the City's line-of credit used for building infrastructure at the Keizer Station. These costs are reimbursed by the Developer. Funds are needed for legal services related to ODOT and property acquisition and engineering services for plan review.

Park Improvement Fund – Materials & Services **$10,000**
Park Improvement Fund – Capital Outlay **$10,000**
Transfer of appropriation is needed to cover attorney fees and surveying costs associated with land acquisition.

Sewer Fund – Materials & Services **$100,000**
Sewer Fund – Revenue **$100,000**
Transfer of appropriation is needed to cover pass-through revenue collected for sewer services to be remitted to the City of Salem under an interagency agreement.

PASSED this _____ day of _____, 2007

SIGNED this _____ day of _____, 2007

_____
Mayor

_____
City Recorder

CITY COUNCIL MEETING: June 18, 2007

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ***EXTENDING LITTLE LEAGUE HOURS FOR LIGHTED FIELDS FOR TOURNAMENT PLAY***

Keizer Little League has approached the City asking for an extension of the normal closing time of 11:00 p.m. for State/District Tournament play beginning July 5, 2007. Both the new Keizer Parks Regulations, as well as the Park Management Agreement call for a closing time of 11:00 p.m. on the lighted fields. The attached resolution extends that time to midnight.

RECOMMENDATION:

Adopt the attached resolution.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZING EXTENDED HOURS
FOR LITTLE LEAGUE PARK

WHEREAS, Keizer Little League Park has been awarded the District and State Tournament for the Little League Juniors Division;

WHEREAS, the Keizer Park Regulations (Ordinance No. 2007-558) and the Park Management Agreement between the City and Keizer Little League, Inc. call for the lighted fields to be closed no later than 11:00 p.m.;

WHEREAS, there is a potential that the tournament games could go past 11:00 p.m.;

WHEREAS, the City wishes to allow this limited extension in time for purposes of the 2007 tournament only;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that pursuant to Section 24(4)(d) of the Keizer Parks Regulations, the City Council hereby extends the closing time of the Little League Park to midnight for those days in which the 2007 State and/or District Tournaments are played on the lighted fields only.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to send notice to Keizer Little League, Inc. of a one time exception to the normal closing times set forth in Section 3(C) of the Park Management Agreement in the same manner as set forth above.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____
Mayor

_____
City Recorder

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

COUNCIL MEETING:_____
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: **TECHINICAL ADVISORY COMMITTEE FOR TRANSPORTATION SYSTEM PLAN UPDATE**

BACKGROUND:

The City received a Transportation and Growth Management grant to update the city's Transportation System Plan (TSP).

ISSUE:

A requirement of the TSP update is that a Technical Advisory Committee (TAC) be formed consisting, at a minimum, of representatives from appropriate state, regional, and local agencies. This will include representatives from Oregon Department of Transportation, including ODOT Region 2 and District 3, ODOT Transportation Planning Analysis Unit, Marion County, Department of Land Conservation and Development and Salem – Keizer Transit District.

In addition to state and county representatives the City Council should appoint a variety of local representatives to ensure that local issues are adequately discussed. The make-up of the TAC should include representatives from Public Works and Community Development departments, City Council, Planning Commission, traffic safety committee, bikeways committee, business representative, interested citizens, or other groups that have indicated an interest in transportation issues.

The TAC will meet approximately 5 to 6 times during the next 9 months starting in mid-July. The first meeting is tentatively scheduled for late afternoon meeting. The consultant for this project is Kittleson & Associates. The grant agreement and project schedule time line is attached.

RECOMMENDATION:
That the Council authorize the formation of the TAC to work on the update of the city's TSP and appoint citizen representation as indicated in the staff report.

City of Kelzer Transportation System Plan Update
Current Project Schedule
7-Jun-07

	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08
Task 1 Update Background Data		x											
Task 2 - Develop Draft Policy, Code & Ordinance Revisions													
Task 3 - Existing Conditions Assessment and Open House				X									
Task 4 - Alternatives Analysis													
Task 5 - Draft TSP													
Task 6 - Public Review of Draft TSP													
Task 7 - Adoption Preparation													
Task 8 - Adoption													
Task 9 Contingency Meetings - Unscheduled at this time													
Deliverables		Data Needs	Draft Policy Memo / Rec. ODOT Counts	Ex.Cond. Memo			Alt. Analysis		Draft TSP				Revised Draft TSP
Meetings													
TAC Meetings			1		2		3	4	5		6		
Reconnaissance Meeting		1											
Open House					1		2						
Alternative Measures Jurisdiction								1					
Alternative Measures Stakeholder								1					
Planning Commission Meeting												1	2
Council													1

Legend	
Meeting	
Prior Need	x

INTERGOVERNMENTAL AGREEMENT

City of Keizer, Transportation System Plan Update

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Keizer ("City" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU") funds. Local funds are used as match for SAFETEA-LU funds.

4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.J below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2008 ("Termination Date") The Agency's payments of amounts under this contract attributed to work performed after June 30, 2007, is limited to a maximum of $126,175.

B. Grant Amount. The Grant Amount shall not exceed $144,550.

C. City's Amount. The City's Amount shall not exceed $0.

D. Consultant's Amount. The Consultant's Amount shall not exceed $144,550.

E. City's Matching Amount. The City's Matching Amount is $17,866 or 11% of the Total Project Costs.

SECTION 3. RESERVED

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work, and provide the deliverables, for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, 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 an exemption

under ORS 656.126(2). City shall require and ensure that each of its subcontractors complies with these requirements.

E. City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

F. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

G. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

(1) Meet with the ODOT's Contract Administrator; and

(2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

H. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

I. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, 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 City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

> "This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.
>
> The contents of this document do not necessarily reflect views or policies of the State of Oregon."

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its "home page".

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City's Matching Amount less Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

(a) The permanent location of Project records (which may be subject to audit);

(b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City's Matching Amount; and

(c) A list of final deliverables.

M. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;

B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;

C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (1) and (2) above; and

D. City will appoint a Project Manager to:

(1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;

(2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;

(3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and

(4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.

B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. 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 ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City 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 Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are

individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(I), 5(K), 5(L) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) 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 modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

On June 18, 2003, the Oregon Transportation Commission ("Commission") approved Delegation Order No. 2, which authorizes the Director of ODOT to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program ("STIP") or a line item in the biennial budget approved by the Commission

On April 12, 2004, the Director approved Subdelegation Order No. 10 in which the Director delegates authority to the Division Administrator, Transportation Development,

to approve and execute personal service contracts and agreements over $75,000 for programs within the Transportation Development Division when the work is related to a project included in the STIP or in other system plans approved by the Commission or in a line item in the legislatively adopted biennial budget.

City

City of Keizer

By: _____
(Official's Signature)

Community Dev. Dir.
(Printed Name and Title of Official)

Date: 04/05/07

ODOT

STATE OF OREGON, by and through its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: 4/10/07

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the Attorney General's office.

By: _____
(Official's Signature)

Date: 3/12/07

Contact Names:
Nate Brown
City of Keizer
PO Box 21000
Keizer, OR 97307-1000
Phone: 503-390-3700
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E-Mail: Daniel.L.Fricke@odot.state.or.us

EXHIBIT A
STATEMENT OF WORK AND DELIVERY SCHEDULE

CITY OF KEIZER
TRANSPORTATION SYSTEM PLAN REFINEMENT AND UPDATE

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the "WOC") with the work order consultant ("Consultant") shall contain the following provisions in substantially the form set forth below:

"PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.

2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract. WOCPM will negotiate with Consultant in the best interest of the State, and may

amend the delivery schedule to allow for delinquencies beyond the control of the Consultant."

EXPECTATION ABOUT MEETING DELIVERABLES
For the purpose of this WOC, "deliverables" include all physical items required to be delivered by Consultant under this WOC as well as attendance and participation at meetings and other actions and activities of Consultant that are required under this WOC.

EXPECTATIONS ABOUT SCHEDULE FOR DELIVERABLES
For the purposes of this Project, all written and graphic deliverables are due on the last day of the calendar month indicated in the Schedule following the date of the ***Notice to Proceed.**

*For the purposes of this WOC, **"Notice-to-Proceed"** is the written notice – email is acceptable – issued to the Consultant by the WOCPM advising that the Work Order Contract has been fully-executed, and advising the Consultant to begin performance immediately.

Consultant shall ensure that any work products produced pursuant to this WOC include the following statement:

> This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and the State of Oregon funds.

Definitions

ODOT/Agency – Oregon Department of Transportation
City – City of Keizer
CIP – Capital Improvements Plan
DLCD-Department of Land Conservation and Development
GIS – Geographic Information System
MPO – Metropolitan Planning Organization
MWVCOG – Mid-Willamette Valley Council of Governments
OHP - Oregon Highway Plan
RTSP – Regional Transportation System Plan
SKATS – Salem-Keizer Area Transportation Study
TAC – Technical Advisory Committee

TPAU –Transportation Planning Analysis Unit
TSP – Transportation System Plan
TPR – Transportation Planning Rule
VMT – Vehicle Miles Traveled
WOC – Work Order Contract
WOCPM – Work Order Contract Project Manager

INTRODUCTION

Transportation Relationship/Benefits

The City of Keizer's (City) Transportation System Plan (TSP) was adopted in September 2000 with minor amendments done in May of 2004 (2004 TSP). This Project, Transportation System Plan Refinement and Update, will establish a set of land use and transportation measures and plans to incorporate and protect state and local transportation investments and to maintain local character. Project must consist of updating and refining 2004 TSP and adopting and implementing the Updated TSP with updated zoning and development codes, subdivision ordinances and street and access management standards, consistent with the Transportation Planning Rule (TPR) requirements (as amended effective July 14, 2006). The Updated TSP must include new operating conditions analysis, using recent counts provided by Oregon Department of Transportation (ODOT), and projections to the forecast year, 2030. Other sections of 2004 TSP must be updated to reflect current and projected conditions and the new standards. A series of public meetings and hearings will be held for greater public participation by the local citizens.

Background

The TSP guides the management of existing transportation facilities and the design and implementation of future facilities for the next 20 years. The TSP constitutes the transportation element of City comprehensive plan and the update will satisfy the requirements of the *Transportation System Planning Guidelines 2001,* TPR and the 1999 Oregon Highway Plan (OHP), including amendments.

City's TSP and Capital Improvement Project Summary need to be updated to provide for future transportation needs, bicycle and pedestrian access and to be consistent with TPR and the State and Regional Transportation System Plans. City is part of a regional Metropolitan Planning Organization (MPO) and must bring its TSP into conformance with the Regional TSP (RTSP). The MPO has prepared a new travel demand model and revised the RTSP - 2030 RTSP adopted June 2005 - since Keizer adopted its current TSP. Specific transit, bicycle and pedestrian plan elements in Keizer's 2004 TSP need to be expanded.

2004 TSP must be updated to address new development and plans for development in the city. The River Road Renaissance implementation plan was adopted in 2004 and contained specific recommendations for the River Road corridor that runs through the center of the city. A major commercial development is underway at the Chemawa/I-5 interchange and traffic improvements and mitigation measures need to be included in the updated TSP. Included in this analysis must be an examination of the benefits of widening Lockhaven Drive between River Road and I-5. A regional park (Keizer Rapids) is proposed along the Willamette River at the western end of Chemawa Road and connections and impacts must be considered.

The 2004 TSP contained the following chapters and the Updated TSP is expected to contain the same:

Executive Summary
Chapter 1 - Introduction
Chapter 2 – Public Involvement
Chapter 3 – Streets System
Chapter 4 – Transportation Demand Management
Chapter 5 – Transportation System Management
Chapter 6 – Parking Management
Chapter 7 – Bicycle/Pedestrian
Chapter 8 – Public Transportation Systems
Chapter 9 – Air/Water/Rail/Pipeline
Chapter 10 – Finance
Chapter 11 – Outstanding Actions, Steps, or Refinements
Appendices

The same street system and other modal systems will be analyzed in Updated TSP as in the 2004 TSP, except where otherwise specified.

City and Consultant shall closely coordinate with ODOT to ensure workable alternatives. Consultant team must include and utilize an engineer registered in the State of Oregon for Task 4 traffic analysis.

Project Objectives

City desires to effectively manage growth and comply with the TPR, integrate transportation and land use planning and encourage transportation-efficient land uses, bring the TSP up to the 1999 OHP and TPR standards, and further involve the community in the implementation process. Project objectives are:

1. Update 2004 TSP to bring it into compliance, using the *Transportation System Planning Guidelines 2001,* TPR and 1999 OHP and update City's 2000 TSP.

2. Provide enabling policies by updating City's Comprehensive Plan.

3. Provide at least a twenty-year planning horizon and update street, bicycle and pedestrian plans, and capital improvements priorities accordingly.

4. Adopt a TSP compliant with state and local goals, rules and plans.

5. Revise 2004 TSP policies with newer access management and mobility standards (level of service and volume to capacity thresholds) to be consistent with the 1999 OHP.

6. Refine city street functional classification policy and standards and revise ordinances to enhance transit, bicycle and pedestrian access, connectivity and circulation.

7. Revise and incorporate into the TSP, long range (20 year) demographic projections and travel demand forecasts [Salem-Keizer Area Transportation Study (SKATS)] travel demand model developed and maintained by Mid-Willamette Valley Council of Governments (MWVCOG), in conformance with 2005 RTSP and TPR.

8. Adopt alternative standards for vehicle miles traveled (VMT) reduction per OAR 660-012-0035.

9. Identify revised list of future transportation needs based on revised and updated SKATS travel demand model and other projections.

10. Consider and evaluate potential east-west vehicle travel alternatives or improvements that could be developed to more efficiently move local traffic.

11. Update the Capital Improvement Plan (CIP) by 1) removal of completed projects, 2) update cost estimates of existing projects, 3) add new projects and cost estimates for at least a 20-year forecast, and, 4) prioritize list of transportation related CIP projects. Outcome may be used to revise City's recently adopted Systems Development Charge as determined to be necessary. If the Consultant is requested to update the City's SDC an

amendment to the intergovernmental Agreement and WOC shall be executed prior to conducting any work.

12. Identify opportunities to enhance transit, bicycle and pedestrian plan elements in 2004 TSP, utilizing recently updated street inventory.

13. Revise and update 2004 TSP plan elements for rail, freight, public transportation, motor vehicle and bicycle travel with emphasis on pedestrian access and circulation.

14. Identify modifications or additions to City ordinances to implement TSP findings and recommendations and comply with the Transportation Planning Rule.

15. Address and incorporate into Updated TSP development of the Keizer Station commercial development at the Chemawa Road/I-5 interchange to include traffic mitigation measures and their specific impacts to the TSP.

16. Data from Updated TSP can be made available to support ODOT's preparation of an interchange area management plan for the I-5/Chemawa Road interchange which will determine whether the interchange can accommodate the projected growth over 20-plus years. The IAMP must be prepared pursuant to Policy 1G. of the Oregon Highway Plan. Note: Consultant's efforts will focus on developing the Updated TSP, alternatives developed and analyzed as part of this TGM project and will focus on the City as a whole and will not be developed specific to an IAMP process. Consultant is not preparing the I-5/Chemawa Road interchange area management plan as part of this Work Order Contract.

Expectations about Deliverables

All of Consultant's text products must be produced in Word; maps must be produced in AutoCad2002, release 15, Geographic Information System (GIS) Arc Info with Arc View 3.2 compatibility or compatible software. All products must be reproducible and readable in black and white. All Consultant deliverables must be provided simultaneously in electronic version to City and WOCPM.

Consultant shall provide the number of copies of meeting materials appropriate to the expected number of attendees for Tasks 3 and 5 Open Houses. City shall provide the number of meeting materials appropriate to expected number of attendees for TAC Meetings, Planning Commission and City Council meetings in Tasks 5 and 7. Consultant

shall have primary responsibility for facilitation of meetings and public events, unless otherwise stated.

City shall arrange all meetings – schedule, provide facilities, distribute advance materials, etc. - unless otherwise stated. City shall provide legal notice for those meetings where required or desired, including, at a minimum, Open Houses and meetings of the Planning Commission and City Council.

Consultant and City shall ensure that deliverables are, in the case of written and graphic materials, prepared in accordance with the description of the methodology and content of the appropriate subtask.

Consultant and City shall ensure that deliverables are, in the case of meetings, conducted in accordance with the description of the methodology and content of the appropriate subtask.

At conclusion of Project, Consultant shall provide the final deliverables, Updated TSP and Updated Ordinances, to:

- ODOT: Three hard copies and two electronic copies on CD-ROM.
- City: Ten hard copies and two electronic copies on CD-ROM

Task 1: Update Background Data

Objective: To provide background information for use in updating the TSP

Subtasks:

1.1 Regulatory Framework - City shall compile Regulatory Framework, those local plans, goals and policies, rules, and codes relevant to updating 2004 TSP, as listed in Step 5 of *Transportation System Planning Guidelines 2001,* including, but not limited to: TSP, City's Comprehensive Plan, Plan and Zoning Maps, 2005 RTSP, Marion County's Comprehensive Plan and TSP, aerial photos, parcelization maps and Keizer Development Code. City shall provide Regulatory Framework to Consultant in both print and electronic format, when possible. The City shall provide maps in Arc View 3.2 when available.

1.2 Reconnaissance Meeting – City shall arrange and facilitate Reconnaissance Meeting to review, using maps and photographs and other devices to share graphically with Consultant and WOCPM, the necessary information to gain an understanding of the planning and design issues.

1.3 Annotated TSP - City shall prepare Annotated TSP, a review, update, and annotation of 2004 TSP to identify changed conditions needed, data updates and

updated Chapter 11 –Outstanding Actions, Steps, or Refinements, indicating what has been accomplished, critical concerns and what needs to be included in Updated TSP. The annotated outline will also specifically indicate which chapters or components thereof the City is responsible for updating and which chapters or components thereof that the Consultant is responsible for updating. This will also indicate who is responsible for collecting the data, and who is responsible for conducting analyses, mapping, tables, text and figures etc.

To meet the requirements of Step 6 of *Transportation System Planning Guidelines 2001*, and as part of the Annotated TSP, City shall update 2004 TSP system inventories and constraints. City shall prepare System Inventories in tabular and/or graphic form (GIS, hand drawn or electronic maps). System Inventories must include information in addition to those in Step 6 regarding:

- Sidewalks
- Bicycle lanes

System inventory requirements for bicycle and pedestrian facilities will described in a memo to be prepared by the Consultant.

1.4 Conference Call #1 – City and Consultant shall hold Conference Call #1 to discuss Annotated TSP. Consultant shall prepare a summary of conversation.

1.5 Technical Advisory Committee (TAC) Roster - City shall identify and appoint a TAC with members from the appropriate state, regional and local agencies. The TAC must be comprised of, at a minimum: ODOT Region 2 (WOCPM and Area Planner), ODOT District 3, ODOT Transportation Planning Analysis Unit (TPAU), Department of Land Conservation and Development (DLCD), Marion County, and other agencies as necessary to provide technical expertise with subjects such as traffic, land use, and natural resources. TAC shall provide the technical and regulatory parameters early in the project to review and guide the development of possible outcomes.

1.6 TAC Meeting #1 - City shall arrange (i.e. scheduling, notifications, and logistics) and Consultant shall prepare agenda and facilitate TAC Meeting #1 to review Annotated TSP, including updated inventories. Consultant shall prepare meeting summary and provide to City and WOCPM.

Schedule: Months 1 through 2 following Notice to Proceed

City Deliverables:

City deliverables must be in electronic format except where noted below.

A. Regulatory Framework (Subtask 1.1)
B. Arrangements, notifications, schedule and logistics for Reconnaissance Meeting (Subtask 1.2)
C. Annotated TSP (Subtask 1.3).
D. TAC Roster (Subtask 1.5)

E. Arrangements for TAC Meeting #1 (Subtask 1.6)

Consultant Deliverables:

A. Conference Call #1 - Summary memo documenting results of phone call conversation with City regarding annotated TSP notes. (Subtask 1.4)
B. Memo documenting sidewalk and bicycle lane inventory requirements (Subtask 1.3).
C. TAC Meeting #1 (Subtask 1.6).
D. Reconnaissance Meeting (Subtask 1.2).

Task 2: Develop Draft Policy, Code and Ordinance Revisions

Objective: Develop revisions necessary to implement the TSP by formulating specific amendments for the comprehensive plan, zoning and development code, subdivision ordinances, and street and access management standards that meet Project Objectives and comply with the TPR and OHP policies and standards.

Subtasks:

2.1 Plans and Policy Memo - Consultant shall prepare Plans and Policy Memo, a review of regional and local documents, including the City of Keizer Comprehensive Plan and Zoning Ordinance. Existing city street and access management standards must be reviewed as part of this task. Other documents to be reviewed include the adopted regional transportation system plans, any relevant transportation planning reports/documents, system plans, traffic studies, policies, and any other land use policies and regulations that guide the relationship between land use and transportation facilities.

2.2 Draft Goals and Objectives – Consultant shall prepare updated draft goals and objectives for the area wide transportation plan.

2.3 Draft Implementation Matrix - Consultant shall prepare Draft Implementation Matrix that identifies inconsistencies and missing language in City's Comprehensive Plan, 2004 TSP and an outline of applicable state requirements with relevant sections of Comprehensive Plan, 2004 TSP and Keizer Development Code. Outline must, consistent with Steps 5 and 13 of *Transportation System Planning Guidelines 2001,* recommend changes to Keizer Development Code to meet:

- TPR requirements, particularly OAR 660-12-045
- OHP Policy Element requirements
- OHP Implementation Handbook requirements
- Project Objectives.

2.4 TAC Meeting #2 - City shall arrange and Consultant shall facilitate TAC Meeting #2 to gather technical review and input on Draft Implementation Matrix. Consultant shall provide an electronic copy of the Implementation Matrix to City for distribution to all members of the TAC two weeks prior to TAC Meeting #2. Consultant shall integrate findings of TAC review into the Draft TSP and, unless TAC Meeting #2A (see contingent task 9) is held, must be presented at TAC Meeting # 4.

2.5 Final Draft Implementation Matrix – Consultant shall prepare Final Implementation Matrix, a revision of the draft which incorporates City, WOCPM, and TAC comments.

Schedule: Month 2, 8 and 10/11

City Deliverables:

A. Arrangements, notifications, schedule and logistics for TAC Meeting #2 (Subtask 2.4)

Consultant Deliverables:

A. Plans and Policy Memo (Subtask 2.1)
B. Draft TSP goals and objectives and evaluation criteria for consideration of alternative improvements (Subtask 2.2).
C. Draft Implementation Matrix (Subtask 2.3)
D. TAC Meeting #2 (Subtask 2.4)
E. Final Draft Implementation Matrix (Subtask 2.5)

Task 3: Existing Conditions Assessment and Open House

Objective: Conduct existing conditions analysis and begin two-way exchange of information between Consultant and the community.

Subtask:

3.1 Existing Conditions Memorandum - Consultant shall prepare Existing Conditions Memorandum, an assessment of the current transportation system conditions. Existing Conditions Memorandum must include:

a. Draft goals and objectives
b. Existing pedestrian and bicycle networks
c. Existing traffic volume data and intersection operations at the 10 study intersections (ODOT to provide data).
d. Existing safety conditions at 10 intersections and along 2 arterial segments (ODOT to provide data as requested by Consultant).

e. Existing roadway functional classifications and roadway design standards.

Consultant actions taken to prepare memorandum must include:

a. Conduct inventory of City arterial and collector level streets and study intersections sufficient to document existing number of lanes, speed limits, and intersection traffic control.
b. Review and integration of City pedestrian and bicycle network into existing transportation conditions analysis
c. Conduct existing conditions analysis including:
    1. Existing p.m. peak hour traffic operations analysis at the 10 study intersections to be identified in collaboration with the City
    2. Compile crash data at 10 study intersections and along 2 arterial segments to be identified by the City and prepare crash analysis.
    3. Summary of existing functional classification and street design guidelines
    4. Summary of existing pedestrian and bicycle facilities – including major activity areas.
    5. Summary of existing, air, rail and pipeline facilities.

3.2 TAC Meeting #3 - City shall arrange (i.e. schedule, notification and logistics) and Consultant shall facilitate TAC Meeting #3 to review results of Existing Conditions Memorandum. Consultant shall provide an electronic copy of Existing Conditions Memorandum to the City of Keizer for distribution to the TAC two weeks prior to TAC Meeting #3.

3.3 Open House #1 - City shall arrange and facilitate Open House #1, a public workshop. City shall invite TAC, Planning Commission, and City Council members as well as members of the public. City shall review project goals and schedule. Consultant shall solicit public input regarding needs and desires.

3.4 Meeting Summary: Open House #1 - Consultant shall prepare Meeting Summary.

Schedule: Month 2-4

City Deliverables:

A. Arrangements for TAC Meeting #3 (Subtask 3.2)
B. Arrangements for and facilitation of Open House #1 (Subtask 3.3)

ODOT Deliverables:

A. PM Peak hour Intersection turning movement volumes at the 10 study intersections.
B. Crash data as requested

Consultant Deliverables:

A. Existing Conditions Memorandum (Subtask 3.1)

B. TAC Meeting #3 (Subtask 3.2)
C. Open House #1 (Subtask 3.3)
D. Meeting Summary: Open House #1 (Subtask 3.4)

Task 4: Alternatives Analysis

Subtasks:

4.1 Future Traffic Forecast and Operations Memorandum – Consultant shall prepare Future Conditions Memorandum, an analysis of the forecast year (2030) no-build condition. Actions taken to prepare memorandum must include:

a. City shall work with SKATS to update the forecast population and employment data. Consultant shall provide up to 8 hours of support to City in this endeavor. City shall pay any fees assessed by SKATS.
b. City shall work with SKATS to review and confirm network assumptions in the "base" forecast year network. Consultant shall provide up to 8 hours of support to City in this endeavor.
c. SKATS shall provide existing and forecast year conditions p.m. peak hour traffic forecasts for 2004 TSP roadways and intersections to Consultant.
d. Consultant shall develop forecast year p.m. peak hour intersection turning movement volumes in a manner consistent with National Cooperative Highway Research Program 255, which is consistent with ODOT TPAU Guidelines.
e. Consultant shall conduct a future conditions traffic operations analysis at the 10 study intersections.
f. Consultant shall prepare a future conditions memo documenting expected growth in population and employment, forecast traffic volumes and forecast intersection operations.

4.2 Non-Auto Analysis and Memorandum

Consultant shall conduct a non-auto analysis and prepare corresponding memorandum. Analysis must include:

a. Review of TSP alternative measures elements prepared by other metropolitan areas that have been approved by DLCD as well as alternative measures proposed by City of Salem and a study completed by Metro that identifies ways to achieve Metro's approved measure for non-Single Occupant Vehicle mode share targets (http://www.metroregion.org/library_docs/trans/execsummary_modaltargets.pdf).
b. Agencies Meeting - City shall arrange and Consultant shall facilitate Agencies Meeting. City, MWVCOG and DLCD shall meet to discuss

regional efforts to address VMT targets and complete an integrated land use and transportation plan.

c. Stakeholders Meeting - City shall arrange and Consultant shall facilitate - Stakeholders Meeting with local stakeholders (local citizens, planning commission, bike and pedestrian advocates, transit district, etc.) to identify actions that seem most appropriate and effective in Keizer in increasing availability and convenience of alternative modes and achieving reduced reliance on the automobile. Stakeholders Meeting must be held the same day as Agencies Meeting.

d. Alternative Measures Memorandum. Consultant shall prepare Alternative Measures Memorandum summarizing potential infrastructure improvements, and policies identified through the activities in Sub-task 4.2.

4.3 System Alternatives Analysis and Memorandum – Consultant shall prepare a System Alternatives Analysis Memorandum, based on the results of the existing and future conditions traffic operations analysis, the alternative measures analysis and memorandum, and Open House #1. These potential improvements addressing auto, pedestrian, bicycle and transit needs must be developed to a planning level providing a general description of the projects/programs and planning level cost estimates to implement project recommendations. Future conditions intersection traffic operations at the project study intersections under proposed alternatives must be re-evaluated up to two additional times; subsequently evaluations will be considered that are beyond the scope of this WOC.

The System Alternatives Analysis must:

a. Specifically, expand pedestrian plan element to identify critical and priority corridors and projects to link trip generators and facilities (linking planned pedestrian enhancements along River Road Renaissance corridor to arterial and collector street projects as summarized in the current CIP).

b. Update 2004 TSP's sidewalk inventory utilizing recent thorough street inventory. Examine the benefits and constraints of widening Lockhaven Drive between River Road and I-5 to accommodate future growth and traffic needs.

c. Address and make recommendation for improvements to local street(s) that may be impacted by the development of the Keizer Rapids regional park.

d. Draft VMT reduction measures for incorporation into the Updated TSP for its compliance with TPR Section -035(5)(a); interim benchmarks which demonstrate progress in achieving the alternate measure at five-year intervals; and a schedule for developing an "integrated transportation and land use plan" over the next three years.

4.4 TAC Meeting #4 – City shall arrange and Consultant shall facilitate TAC Meeting #4 to review and consider alternatives analysis and recommendations.

regional efforts to address VMT targets and complete an integrated land use and transportation plan.

c. Stakeholders Meeting - City shall arrange and Consultant shall facilitate - Stakeholders Meeting with local stakeholders (local citizens, planning commission, bike and pedestrian advocates, transit district, etc.) to identify actions that seem most appropriate and effective in Keizer in increasing availability and convenience of alternative modes and achieving reduced reliance on the automobile. Stakeholders Meeting must be held the same day as Agencies Meeting.

d. Alternative Measures Memorandum. Consultant shall prepare Alternative Measures Memorandum summarizing potential infrastructure improvements, and policies identified through the activities in Sub-task 4.2.

4.3 System Alternatives Analysis and Memorandum – Consultant shall prepare a System Alternatives Analysis Memorandum, based on the results of the existing and future conditions traffic operations analysis, the alternative measures analysis and memorandum, and Open House #1. These potential improvements addressing auto, pedestrian, bicycle and transit needs must be developed to a planning level providing a general description of the projects/programs and planning level cost estimates to implement project recommendations. Future conditions intersection traffic operations at the project study intersections under proposed alternatives must be re-evaluated up to two additional times; subsequently evaluations will be considered that are beyond the scope of this WOC.

The System Alternatives Analysis must:

a. Specifically, expand pedestrian plan element to identify critical and priority corridors and projects to link trip generators and facilities (linking planned pedestrian enhancements along River Road Renaissance corridor to arterial and collector street projects as summarized in the current CIP).

b. Update 2004 TSP's sidewalk inventory utilizing recent thorough street inventory. Examine the benefits and constraints of widening Lockhaven Drive between River Road and I-5 to accommodate future growth and traffic needs.

c. Address and make recommendation for improvements to local street(s) that may be impacted by the development of the Keizer Rapids regional park.

d. Draft VMT reduction measures for incorporation into the Updated TSP for its compliance with TPR Section -035(5)(a); interim benchmarks which demonstrate progress in achieving the alternate measure at five-year intervals; and a schedule for developing an "integrated transportation and land use plan" over the next three years.

4.4 TAC Meeting #4 – City shall arrange and Consultant shall facilitate TAC Meeting #4 to review and consider alternatives analysis and recommendations.

4.5 Open House #2 – City shall arrange and Consultant shall facilitate Conduct Open House #2 to review and discuss project findings, alternatives analysis and recommendations.

4.6 Meeting Summary: Open House #2 - Consultant shall prepare Meeting Summary

City Deliverables:

A. Arrangements for one Agencies Meeting (Subtask 4.2)
B. Arrangements for one Stakeholders Meeting (Subtask 4.2).
C. Arrangements for TAC Meeting #4 (Subtask 4.4)
D. Arrangements for Open House #2 (Subtask 4.5)

ODOT Deliverables:

A. None

Consultant Deliverables:

A. Future Traffic Forecast and Operations Memorandum (Subtask 4.1)
B. Non-auto Analysis and Memorandum (Subtask 4.2)
C. Agencies Meeting (Subtask 4.2)
D. Stakeholders Meeting (Subtask 4.2)
E. System Alternatives Analysis and Memorandum (Subtask 4.3)
F. TAC Meeting #4 (Subtask 4.4)
G. Open House #2 (Subtask 4.5)
H. Meeting Summary: Open House #2 (Subtask 4.6)

Schedule: Months 4 through 6

Task 5: Draft TSP

Objective: To prepare draft TSP consistent with ODOT TSP Guidelines

5.1 Financial Projections and Project Needs Memorandum – Consultant shall prepare Financial Projections and Project Needs Memorandum. Actions taken to prepare memorandum must include:

1. Consultant shall conduct planning level financial analysis of recommended improvements. Consultant shall organize alternative improvements into near-term, mid-term and long-term improvements.
2. City shall provide data regarding transportation funding programs and historical revenue streams
3. Consultant shall summarize anticipated funding sources and values for the short term, mid-term and long-term conditions.

Consultant shall provide Financial Projections and Project Needs Memorandum to City and WOCPM and incorporate City and WOCPM comments into Draft TSP.

5.2 Draft TSP – Consultant shall prepare Draft TSP Update of the May 2004 City of Keizer Transportation Systems Plan. The framework/foundation of the Draft TSP must be the recommendations of earlier deliverables and the input received:

- i Plans and Policy Memo
- ii Final Implementation Matrix
- iii Existing Conditions Memorandum
- iv Future Conditions Memorandum
- v Alternative Transportation Measures Memorandum
- vi System Alternatives Analysis Memorandum
- vii Financial Projections and Project Needs Memorandum

5.3 City shall prepare a Draft TSP adoption schedule for discussion at TAC Meeting #5.

5.4 TAC Meeting #5 – City shall arrange and Consultant shall facilitate TAC Meeting #5 to review and discuss Financial Projects and Project Needs Memorandum and Draft TSP. Consultant shall prepare brief summary minutes and provide to City and WOCPM.

Schedule: Months 7 and 8

City Deliverables:

A. Financial Projections and Project Needs Memorandum (Subtask 5.1)
B. Draft TSP adoption schedule (Subtask 5.3)
C. Arrangements for TAC Meeting #5 (Subtask 5.4)

Consultant Deliverables:

A. Financial Projections and Project Needs Memorandum (Subtask 5.1)
B. Draft TSP (Subtask 5.2)
C. TAC Meeting #5 (Subtask 5.4).

Task 6: Public Review of Draft TSP

Objective: To solicit community and elected official input on Implementation Matrix and Draft TSP.

Subtasks:

6.1 Planning Commission Work Session #1 - City shall arrange, prepare staff packet, and facilitate Planning Commission Work Session #1. As needed, Consultant shall provide electronic copies of already prepared materials to City for inclusion in the

packet. Staff packet must include Draft Final Implementation Matrix, Alternative Measures Memo and Draft TSP and proposed adoption schedule. Consultant shall present proposed documents, summarize input received at TAC meetings and solicit input regarding changes and proposed adoption schedule.

Schedule: Months 9 through 10

City Deliverables:

A. Arrangements, Staff Packets, Facilitation and Minutes for Planning Commission Work Session #1 (Subtask 6.1)

Contractor Deliverables:

A. Planning Commission Work Session #1 (Subtask 6.1)

Task 7: Adoption Preparation

Objective: To prepare final versions of Draft TSP, Draft Comprehensive Plan, and Draft Land Use Code and other adoption related materials.

7.1 Conference Call #2 - City shall prepare one set of review comments to Draft TSP for review and inclusion in the Revised Draft TSP. City and Consultant shall conduct Conference Call #2 to review and discuss comments and determine recommended action for each comment.

7.2 Revised Draft TSP - Consultant shall prepare Revised Draft TSP, revisions to Draft TSP to incorporate Task 6 Planning Commission input. Modifications are limited to text and figures only.

7.3 Draft Ordinances - Consultant shall prepare Draft Ordinances, a strikethrough-underline version of City Ordinances based on Final Draft Implementation Matrix and Task 6 Planning Commission input.

7.4 TAC Meeting #6 - City shall arrange and Consultant shall facilitate TAC Meeting #6 to gather final specific comments from TAC Members. Consultant shall provide an electronic version of Revised Draft TSP and Draft Ordinances to City for distribution to the TAC at least two weeks prior to TAC Meeting #6. Consultant shall prepare brief summary minutes and provide to City and WOCPM.

7.5 Final Draft Ordinances - Based on input from TAC members and City staff, Consultant shall revise Draft Implementation Ordinances for a final public hearings draft.

7.6 Final Draft TSP – Consultant shall prepare Final Draft TSP, a revision of Revised Draft TSP to incorporate TAC comments. Modifications are limited to text and figures only.

7.7 Legal Notices - City shall schedule and provide Legal Notice for Planning Commission and City Council public hearings to adopt Final Draft TSP and Final Draft Ordinances.

7.8 Findings of Fact and Recommendations - City shall prepare Findings of Fact and Recommendation as a decision document for the Planning Commission and City Council approval.

7.9 Staff Report and Adoption Ordinances - City shall prepare a Staff Report and Adoption Ordinances incorporating Findings of Fact and Recommendation.

7.10 45-Day Notice - City shall prepare the 45-Day Notice and submit to DLCD in accordance with ORS 197.610.

Schedule: Month 11

City Deliverables:

A. One consolidated set of Draft TSP comments for inclusion in Revised Draft TSP (Subtask 7.1).
B. Conference Call #2 (Subtask 7.1)
C. Arrangements for TAC Meeting #6 (Subtask 7.4)
D. Legal Notices (Subtask 7.7)
E. Staff Report and Adoption Ordinances (Subtask 7.9)
F. 45-Day Notice (Subtask 7.10)
G. Findings of Fact and Recommendations (Subtask 7.8)

Consultant Deliverables:

A. Conference Call #2 (Subtask 7.1)
B. Revised Draft TSP (Subtask 7.2)
C. Draft Ordinances (Subtask 7.3)
D. TAC Meeting #6 (Subtask 7.4)
E. Final Draft Ordinances (Subtask 7.5)
F. Final Draft TSP (Subtask 7.6)

Task 8: Adoption

Objective: To adopt Draft TSP and revisions to Ordinances

8.1 Planning Commission Public Hearing - City shall schedule, provide notice of, and make presentation at Planning Commission Public Hearing to consider Final Draft TSP and Final Draft Ordinances. Consultant shall attend Planning Commission Public Hearing to answer questions.

8.2 1st City Council Public Hearing - City shall schedule, provide notice of, and make presentation at 1st City Council hearing to consider adoption of Final Draft TSP

and Final Draft Ordinances. Consultant shall attend City Council hearing to answer questions.

8.3 Additional Adoption Hearings - City shall make presentations at Additional Adoption Hearings.

8.4 Updated TSP/Updated Ordinances – Consultant shall prepare one set of consolidated comments documenting recommended changes to Revised Draft TSP comments based on outcome of City Council Public Hearing and an updated TSP and updated Ordinances subject to written recommendations from City based on outcome of City Council Public Hearing. Modifications are limited to text and figures only.

Schedule: Months 12 and 13

City Deliverables:

A. Notifications, scheduling and logistics for Planning Commission Public Hearing (Subtask 8.1)
B. Notifications, scheduling and logistics for 1st City Council Public Hearing (Subtask 8.2)
C. Additional Adoption Hearings (Subtask 8.3)
D. Updated TSP/Updated Ordinances. (Subtask 8.4)

Contractor Deliverables:

A. Planning Commission Public Hearing (Subtask 8.1)
B. 1st City Council Public Hearing (Subtask 8.2)
C. Updated TSP (Subtask 8.4)
D. Updated Ordinances (Subtask 8.4)

Task 9: Additional Meetings

Objective: To ensure adequate discussion opportunities.

9.1 Written Request- City shall, if needed, request in writing additional meetings to review project deliverables. Written request must be provided at least ten days before desired meeting date.

9.2 Contingent Deliverables: TAC Meetings #2A, #7 and #8 - Consultant shall, upon written authorization of WOCPM, facilitate up to three additional TAC Meetings to present and discuss technical materials and provide summaries.

9.3 Contingent Deliverables: Planning Commission Work Sessions #2 and #3 - Consultant shall, upon written authorization of WOCPM, attend up to two Planning Commission Work Sessions to answer technical and policy questions.

Schedule: Months 9 through 12

City Deliverables:

A. Written Request

Consultant Deliverables:

A. Contingent Deliverable: TAC Meeting #2A facilitation and summary
B. Contingent Deliverable: TAC Meeting #7 facilitation and summary
C. Contingent Deliverable: TAC Meeting #8 facilitation and summary
D. Contingent Deliverable: Planning Commission Work Session #2
E. Contingent Deliverable: Planning Commission Work Session #3

FIXED PRICE PER DELIVERABLE SCHEDULE

Task	*Description*	*Total Fixed Amount Payable to Consultant Per Deliverable*
1.0	Update Background Data	
A	Conference Call #1	$485
B	Memo documenting sidewalk and bicycle lane inventory requirements	$535
C	TAC Meeting #1	$1,610
D	Reconnaissance Meeting	$1,465
	Subtotal	$ 4,095
2.0	Develop Draft Policy, Code and Ordinance Revisions	
A	Plans and Policy Memo	$5,750
B	Draft TSP goals and objectives and evaluation criteria for consideration of alternative improvements	$1,210
C	Draft Implementation Matrix	$1,620
D	TAC Meeting #2	$4,395
E	Final Draft Implementation Matrix	$890
	Subtotal	$ 13,865
3.0	Existing Conditions Assessment and Open House #1	
A	Existing Conditions Memorandum	$22,980
B	TAC Meeting #3	$2,485
C	Open House #1	$3,265
D	Meeting Summary: Open House #1	$680
	Subtotal	$ 29,410
4.0	Alternatives Analysis	
A	Future Traffic Forecast and Operation Memorandum	$8,025
B	Non-auto Analysis and Memorandum	$4,685
C	Agencies Meeting	$2,915
D	Stakeholders Meeting	$485
E	System Alternatives Analysis and Memorandum	$9,675
F	TAC Meeting #4	$2,775
G	Open House #2	$3,265
H	Meeting Summary Open House #2	$680
	Subtotal	$ 32,505
5.0	Draft TSP	
A	Financial Projections and Project Needs Memorandum	$4,950

Task	*Description*	*Total Fixed Amount Payable to Consultant Per Deliverable*
B	Draft TSP	$10,790
C	TAC Meeting #5	$2,775
	Subtotal	$ 18,515
6.0	**Public Review of Draft TSP**	
A	Planning Commission Work Session #1	$2,635
	Subtotal	$ 2,635
7.0	**Adoption Preparation**	
A	Conference Call #2	$920
B	Revised Draft TSP	$5,980
C	Draft Ordinances	$5,345
D	TAC Meeting #6	$2,775
E	Final Draft Ordinances	$3,970
F	Final Draft TSP	$1,600
	Subtotal	$ 20,590
8.0	Adoption	
A	Planning Commission Public Hearing	$2,000
B	1st City Council Public Hearing	$2,000
C	Updated TSP	$4,170
D	Updated Ordinances	$890
	Subtotal	$ 9,060
	Project Total	$130,675

Summary of Contingent Deliverables

9.0	Additional Meeting Contingent Only	
A	TAC Meeting #2A, provide summary	$2,775
B	TAC Meeting #7, provide summary	$2,775
C	TAC Meeting #8, provide summary	$2,775
D	Planning Commission Work Session #2	$2,775
E	Planning Commission Work Session #3	$2,775
	Contingent Subtotal	$ 13,875
	Project Total	$144,550

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

(a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

(a) Employ, retain or agree to employ or retain, any firm or person or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS–PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.

2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.

3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:

   a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or

b. Cancellation, termination or suspension of the agreement in whole or in part.

6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 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, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL ___0___ %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. 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.

2. 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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 Section 1352, Title 31, U. S. Code. 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.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S DBE PROGRAM REQUIREMENT CONTACT OFFICE OF CIVIL RIGHTS AT (503)986-4354.

EXHIBIT D

ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as descibed in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnal Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon.

Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telphone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment $250 - $4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

NOT ELIGIBLE

COUNCIL MEETING: June 18, 2007

AGENDA ITEM NUMBER:_____

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

FROM: **SUSAN GAHLSDORF, CPA**
FINANCE DIRECTOR

THROUGH: **CHRISTOPHER EPPLEY**
CITY MANAGER

SUBJECT: **DECLARATION OF THE CITY'S ELECTION TO RECEIVE STATE REVENUES AND CERTIFYING THE CITY PROVIDES FOUR OR MORE MUNICIPAL SERVICES**

ISSUE:

Oregon law requires cities to annually pass a resolution requesting state revenue sharing money. State law also provides that a city located within a county having more than 100,000 inhabitants must provide four or more municipal services to be eligible to receive state-shared revenue. This fact must be certified by the Oregon Office of Business Administration and supported by a city resolution.

Note: Should the City choose to implement the storm sewer program, during fiscal year 2007-2008, next year's resolution will include this service in its certification for State Shared Revenues.

FISCAL IMPACT:

Approximately $215,100 in State Shared Revenues is anticipated in fiscal year 2007-2008.

RECOMMENDATION:

Staff recommends the Council adopt the attached resolutions so that the City may receive State Shared Revenues.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

DECLARING THE CITY'S ELECTION TO RECEIVE

STATE REVENUES

The City Council of the City of Keizer resolves as follows:

Pursuant to ORS 221.770, The City Council of the City of Keizer hereby elects to receive state revenues for fiscal year 2007-2008.

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____
Mayor

_____
City Recorder

I certify that public hearings before the Budget Committee were held on May 8, 15, 22 and 29, 2007 and a public hearing before the City Council was held on June 18, 2007, giving citizens opportunity to comment on use of State Revenue Sharing.

_____
City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

CERTIFYING THAT THE CITY OF KEIZER PROVIDES FOUR OR MORE MUNICIPAL SERVICES

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1) Police protection

2) Fire protection

3) Street construction, maintenance and lighting

4) Sanitary sewer

5) Storm sewers

6) Planning, zoning and subdivision control

7) One or more utility services

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760; NOW THEREFORE,

BE IT RESOLVED that the City of Keizer hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

1) **Police protection**

2) **Street construction, maintenance and lighting**

3) **Planning, zoning and subdivision control**

4) **One or more utility services**

PASSED this _____ day of _____, 2007.

SIGNED this _____ day of _____, 2007.

_____

Mayor

_____

City Recorder