

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, May 17, 1999

6:30 p.m.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ADMINISTRATIVE ACTION**
 - a. RESOLUTION - Keizer Heritage Foundation Grant Agreement**
 - b. RESOLUTION – Approving the Fifth Amendment to the North River Road Urban Renewal Plan**

RECESS TO CITY COUNCIL MEETING – 7:00 P.M.

- c. RESOLUTION – Authorizing City Manager to Enter Agreement to Purchase Property**
- 4. CONSENT CALENDAR**
 - a. Approval of the May 3, 1999 Agency Minutes**
- 5. OTHER BUSINESS**

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency which are not on tonight's agenda.
- 6. ADJOURN**

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at 390-3700 at least two working days (48 hours) in advance.
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URBAN RENEWAL AGENCY BOARD
May 17, 1999

AGENDA ITEM 3a

KEIZER HERITAGE FOUNDATION GRANT AGREEMENT

URBAN RENEWAL AGENCY MEETING: May 17, 1999

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *FINAL KEIZER HERITAGE GRANT AGREEMENT*

Following the last Urban Renewal Agency meeting, I revised the Grant Agreement and it is my understanding that Keizer Heritage Foundation will have met and signed the agreement prior to tonight's meeting.

The major changes in the agreement are as follows:

1. For purposes of calculating the amount Keizer Heritage must collect by July 1, full credit will be given for written and confirmed in kind donations.
2. For purposes of calculating the amount Keizer Heritage must expend prior to grant funds being disbursed, full credit will be given for in kind donations actually received on the job site.
3. Keizer Heritage will retain the \$34,000.00 contingency until the Agency expends its 45% share. After that, the parties will share any costs overruns on a 45/55 basis.

RECOMMENDATION:

Adopt the attached resolution authorizing the City Manager to sign the Grant Agreement.

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

ESJ/tmh
enclosure

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

RESOLUTION R99-_____

RESOLUTION AUTHORIZING THE CITY
MANAGER TO SIGN GRANT AGREEMENT
WITH KEIZER HERITAGE FOUNDATION

WHEREAS, Keizer Heritage Foundation, a non-profit corporation, has placed the old 1916 Keizer School (hereinafter "School") on city property pursuant to that certain Ground Lease between Keizer Heritage Foundation and the City of Keizer;

WHEREAS, Keizer Heritage Foundation has requested a grant from the Urban Renewal Agency to complete refurbishment of the School;

WHEREAS, the Fourth Amendment to the Urban Renewal Plan provides for the allowance of such grants;

WHEREAS, the Agency finds that the grant request meets the criteria and supports the goals of the North River Road Urban Renewal Plan as amended; NOW THEREFORE,

BE IT RESOLVED by the board of directors of the Urban Renewal Agency of Keizer that the City Manager is authorized to enter into the Grant Agreement attached as Exhibit "A" and by this reference incorporated herein;

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BE IT FURTHER RESOLVED by the board of directors of the Urban Renewal Agency of Keizer that the City Manager is authorized to take all actions necessary under said Grant Agreement.

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Chairman Urban Renewal
Agency of Keizer

ATTEST

Secretary

2077URB10.005

KEIZER URBAN RENEWAL AGENCY GRANT AGREEMENT

DATE: _____, 1999

PARTIES:

Keizer Urban Renewal Agency,
an Oregon municipal corporation (hereinafter "Agency")

Keizer Heritage Foundation, Inc.,
an Oregon non-profit corporation (hereinafter "Grantee")

RECITALS:

A. Grantee is owner of the structure known as the Old 1916 Keizer School (hereinafter "School"). School is located on City of Keizer real property adjacent to City Hall, under the terms of that certain Ground Lease between Grantee and the City of Keizer.

B. Under the terms of such Lease, Grantee is to complete the refurbishment of the School. However, as of the date of this Agreement, Grantee has been unable to acquire sufficient funds to complete such refurbishment (hereinafter "Project").

C. Grantee has requested that the Agency grant funds to Grantee in an amount that together with Grantee's future donated funds will be sufficient to complete the Project.

D. Agency is willing to grant such funds on the terms and conditions set forth herein.

Now, therefore based on the mutual promises and covenants made herein, the consideration of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Purpose of Grant. The purpose of the grant is to assist Grantee in the completion of the Project.

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2. Grantee Required to Accumulate Minimum Donations. This grant is conditioned on Grantee accumulating minimum cash and written commitments for in kind donations of no less than \$274,102.62 for completion of the Project. Such minimum donated amount shall be collected by Grantee no later than July 1, 1999. Evidence that the full amount is held by Grantee in collected funds and written commitments for in kind donations shall be presented to Agency in a manner reasonably acceptable to Agency. All donated funds, in kind donations and grant funds shall be used exclusively for construction, engineering and architect costs only. Neither the donated amounts (including in kind donations), nor any grant funds shall be used for any other purpose, including, but not limited to Grantee's administrative expenses.

3. Award of Grant. Subject to Section 4(d) and if and only if such minimum donated funds and written commitments for in kind donations are received by the date indicated above, Agency shall distribute to Grantee up to \$224,265.78 or the amount reasonably necessary to finish the Project, whichever is less, under the terms and conditions set forth herein.

4. Disbursement of Grant Funds. No grant funds shall be distributed until Grantee has expended \$240,102.62 in cash and in kind donations in the manner and for the purposes set forth above. For purposes of this Section, in kind donations are to be considered expended when in kind labor and services have been fully performed or in kind materials are delivered unconditionally to the School site. Thereafter, Agency shall disburse grant funds as follows:

- a. On a monthly basis, Grantee shall submit a written request for grant disbursement in an exact amount. Accompanying such request shall be copies of invoices for materials and services provided in the previous month for the Project. Such supporting documents together shall total an amount equal to or greater than the amount requested by Grantee.
- b. Within twenty (20) days of receipt of request, Agency shall disburse the requested amount to Grantee after Agency has assured itself that the invoices are valid and correct in every respect. Agency checks may be made payable to Grantee and vendor/contractor jointly in the sole discretion of Agency.
- c. Nothing contained herein shall commit or require Agency to make disbursements should Agency, in its sole discretion, conclude that sufficient progress has not been made on the Project in relation to the total amount expended.

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- d. Should Agency disburse \$224,265.78 and the Project not be complete, all cost overruns shall be shared by Grantee and Agency on a 55% (cash and in kind donations)/45% basis respectively. However, in no event shall Agency expend more than \$250,000.00, it being the intent of the parties that figure shall be the maximum to be expended by Agency. Except as indicated herein, Grantee shall be responsible for any and all cost overruns of any type. Should the Project be completed as contemplated by the bids, any remaining or excess Agency funds shall be kept by Agency and not distributed to Grantee, nor expended for additional work on the building or furnishings.

5. Audit of Grantee Records. Agency shall have the right, but not the obligation, to audit any and all records of Grantee to determine that proper expenditures are being or have been made. Agency shall pay all costs of such audit, unless a significant discrepancy is found, in which in such case Grantee shall reimburse Agency for the costs of the audit.

6. No Partnership or Agency. Neither this Agreement nor the Ground Lease referenced above creates in any way any type of partnership, joint venture, or agency relationship between Agency and Grantee. Grantee and Agency are wholly independent and separate bodies, and neither is authorized to act as the agent of the other.

7. No Connection With the Lease. This Agreement does not modify or amend the above referenced Ground Lease in any manner whatsoever. The obligations of any parties to the Ground Lease are not impliedly or expressly modified, waived or amended by this Agreement, or by any other acts of the parties to this Agreement in connection thereto.

8. Liens Prohibited. Grantee shall not suffer or permit any liens to attach to the interest of Grantee in all or any part of the Project by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Grantee or anyone occupying or holding an interest in all or any part of the improvements on the Project through or under Grantee. If any such lien shall at any time be filed against the Project, Grantee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, be either payment, deposit, or bond.

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9. Ownership of Contract/No Third Party Beneficiary. In all events and occurrences, Agency is acting as maker of the grant only. Agency has no control or interest in the Project whatsoever. Grantee is solely responsible for the Project and all aspects thereof. This Agreement does not impliedly or expressly give any third party beneficiary rights to any party.

KEIZER URBAN RENEWAL AGENCY,
AN OREGON MUNICIPAL CORPORATION

By: _____
Wally Mull, City Manager

DATED: _____

KEIZER HERITAGE FOUNDATION, INC.,
AN OREGON NON-PROFIT CORPORATION

By: _____
Jim Hupy, President

DATED: _____



URBAN RENEWAL AGENCY BOARD
May 17, 1999

AGENDA ITEM 3b

**APPROVING THE FIFTH AMENDMENT TO THE NORTH
RIVER ROAD URBAN RENEWAL PLAN**

URBAN RENEWAL AGENCY MEETING: May 17, 1999

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *ADOPTION OF A FIFTH AMENDMENT TO THE NORTH RIVER ROAD URBAN RENEWAL PLAN*

The Urban Renewal consultant, Charles Kupper, has prepared the Fifth Amendment to the North River Road Urban Renewal Plan and it is attached. This amendment allows for identification of properties to possibly be acquired by the Agency, including the Unocal site and properties adjacent to the City Hall complex. There is no obligation to purchase such properties and such decision would be made by Agency and Council. It also makes the Plan consistent with the requirements from Ballot Measure 50.

Passage of this amendment is necessary in order to authorize the Agency to purchase the Unocal property. This Plan change will also need to be adopted by Ordinance by the City Council.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh
enclosure

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

2 Resolution UR99-_____

3 **APPROVING THE FIFTH AMENDMENT TO THE NORTH RIVER ROAD**
4 **URBAN RENEWAL PLAN**

5
6
7 WHEREAS, the Keizer Urban Renewal Agency (the "Agency") has prepared
8 a Fifth Amendment to the urban renewal plan for an urban renewal area within the
9 boundaries of the City of Keizer which urban renewal plan is known as the North
10 River Road Urban Renewal Plan (the "Plan"); and

11
12 WHEREAS, within the definition of the North River Road Urban Renewal
13 Plan, such Fifth Amendment to the Plan and its accompanying Report are
14 deemed to be minor amendments requiring an Agency Resolution and the
15 approval of City Council, and

16
17 WHEREAS, the Keizer Urban Renewal Agency finds the Fifth Amendment to
18 the Urban Renewal Plan should be adopted and approved, based on the findings
19 listed below,

20
21 NOW THEREFORE, THE KEIZER RENEWAL AGENCY DOES RESOLVE AS
22 FOLLOWS:

23
24 Section 1.Findings In support of its adoption of the Fifth Amendment to
25 the North River Road Urban Renewal Plan, the following findings of fact and
26 conclusions are adopted:

27
28 **FINDINGS**

- 29
- 30 1. That the Fifth amendment does not alter the goals, policies, or costs of the
31 North River Road Plan.
 - 32
 - 33 2. That the acquisition of property provided for in the Fifth Amendment is an
34 activity necessary to carry out the goals and objectives of the North River
35 Road Urban Renewal Plan .
 - 36
 - 37 3. That the Fifth Amendment to the North River Road Urban Renewal Plan
38 conforms to the City's Comprehensive Plan as a whole..
 - 39
 - 40 4. That the adoption and carrying out of the Fifth Amendment to the urban
41 renewal plan is economically sound and feasible.

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5. That the Keizer Urban Renewal Agency hereby incorporates by reference the Fifth Amendment to the North River Road Urban Renewal Plan, attached to this Resolution as Exhibit "A", as support for its above-mentioned findings
 6. That the Keizer Urban Renewal Agency further relies on the Fifth Amendment to the North River Road Urban Renewal Report, attached to this Resolution as Exhibit "B".

12 **CONCLUSIONS**

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1. The Keizer Urban Renewal Agency hereby adopts and approves the Fifth Amendment to the North River Road Urban Renewal Plan, and
 2. The Keizer Urban Renewal Agency hereby requests that the Keizer City Council adopt an Ordinance approving the Fifth Amendment to the North River Road Urban Renewal Plan.

22 This Resolution is adopted and approved by the Keizer Renewal Agency
23
24 this _____ day of _____, 1999.

25
26
27
28 _____
Urban Renewal Agency Chair

29
30
31 _____
City Recorder
32
33

EXHIBIT A

Fifth Amendment to the North River Road Urban Renewal Plan. City of Keizer Urban Renewal Agency May 17, 1999

Background

The Keizer Urban Renewal Agency wishes to acquire certain properties within the Keizer urban renewal area. Properties to be acquired will be disposed of for public and private redevelopment purposes.

The Keizer Urban Renewal Agency also wishes to revise the Amendments section of the North River Road Urban Renewal Plan to incorporate the requirements of Ballot Measure 50, and to clarify requirements for various types of amendments to the urban renewal plan.

The Fifth Amendment to the North River Road Urban Renewal Plan therefore:

- Adds properties to the list of properties to be acquired.

- Revises the wording of Section 700F of the Plan to clarify Agency procedures on acquisition.

- Revises the wording of Section 1000 of the Plan to make it consistent with requirements of BM50, and to clarify Agency plan amendment requirements.

Additional Findings

The Fifth Amendment to the Plan does not substantially alter the goals and objectives of the Plan. Land acquisition is an activity authorized in the original urban renewal plan. The changes to the Acquisition and Amendments sections of the Plan are intended to comply with the requirements of Ballot Measure 50, and to clarify the Agency's procedures for acquisitions and amendments.

The Report on the Plan, as revised by the Fourth Amendment to the Plan, shows an allocation of funds to the project activity sufficient to cover the anticipated Agency cost of the land acquisition activity. The Fifth Amendment therefore will not add a new cost to the Plan. There will be no change to the maximum indebtedness total for the Plan.

The Fifth Amendment does not materially alter the goals, activities, or costs of the Urban Renewal Plan. The additions to the list of property to be acquired, and the changes to the Amendments section of the Plan make the Fifth Amendment a plan change requiring approval by the Keizer City Council.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following changes to Section 700 F of the Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

F. PROPERTY ACQUISITION

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the following property acquisitions within the Urban Renewal Area:

1. Property to be Acquired for Public Use: ~~Improvements and Facilities~~

It is anticipated that acquisition of real property will be necessary to carry out public use objectives of this plan. These objectives include *right-of-way acquisition for streets, alleys, bicycle and pedestrian ways, street and utility improvements, bike, pedestrian and related other public improvements, uses and facilities* described in Section 700 A and ~~B B, and C~~ of this Plan. The locations of such improvements and the property to be acquired are generally shown on Exhibit 4. The exact locations and descriptions of the property to be acquired shall be determined upon the completion of detailed engineering studies for each improvement. Prior to acquisition, this Plan shall be amended by a minor amendment thereto identifying *to identify* the specific property or interest to be acquired. *The type of amendment required to acquire property for Public Improvements and Facilities is:*

Right-of-way acquisition for streets, alleys, bicycle and pedestrian ways that do not require the use of eminent domain will require a minor amendment to this Plan, as described in Section 1000 A 1. of this Plan. Council approval will not be required for these acquisitions.

Acquisition for other public improvements, uses, and facilities will require a minor amendment to this Plan, but will require Council approval of the minor amendment.

Amendments requiring Council approval are described in Section 1000 C of this Plan

Any acquisition of property for Public Improvements and Facilities that requires the use of eminent domain will require Council approval of the minor amendment to this Plan.

Amendments requiring Council approval are described in Section 1000 C of this Plan.

Property for public facilities identified in Section 700 C of this Plan also may be acquired. Such property shall not be acquired until this Plan is amended pursuant to ~~Section 1000 B. 2.~~

Properties to be acquired for Public Improvements and Facilities are:

<u>Tax Map No.</u>	<u>Tax Lot</u>
073W02AB	1200
073W02AB	1300
073W02AB	2000
073W02AB	2300
073W02AB	2400

2. Property to be Acquired for Redevelopment.

Property may be acquired by the Renewal Agency and disposed of to a developer in accordance with this Plan. ~~The Agency may limit its acquisition to those properties required to complete land assembly for purposes of developing the property to achieve the goals of this plan. In the event property is to be acquired for purposes of private development, such property shall be identified and this Plan shall be amended in accordance with Section 1000 B.3. hereof~~ Prior to acquisition, this Plan shall be amended by a minor amendment thereto identifying *to identify* the specific property or interest to be acquired. *The type of amendment required to acquire property for Redevelopment is:*

Acquisition for Redevelopment will require a minor amendment to this Plan as described in Section 1000 A1 of this Plan, but will require Council approval of the minor amendment. Amendments requiring Council approval are described in Section 1000 C of this Plan.

Such amendment will describe the property to be acquired and the anticipated disposition of such property, together with an estimated time schedule for such acquisition and disposition.

The following properties have been identified for acquisition by the Renewal Agency:

Tax Map No.	Tax Lot
6-3W-25	3800
6-3W-25	3900
6-3W-25	4000
6-3W-25	4100
7-3W-02BB (Unocal)	4300

Schedule: The Development Agency proposes to commence acquisition of property within ~~five~~ *seven* years from the date of approval of this plan, and to complete acquisition within fifteen years from such approval.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following changes to Section 1000 of the Urban Renewal Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

1000. FUTURE AMENDMENTS

It is anticipated that this plan will be reviewed periodically during the execution of the Project. The plan may be changed, modified, or amended as future conditions warrant.

A. MINOR CHANGES AMENDMENTS

Minor ~~changes~~ amendments to the Plan shall be made by a duly approved resolution of the Agency which describes the details of the minor ~~change~~ amendment. Minor ~~changes~~ amendments shall include:

1. *Identification of property to be acquired for any purpose set forth in Section 700 F of this Plan. ~~streets and utility right-of-way.~~*
2. *Changes to the Plan which are not specifically identified as requiring a Substantial Amendment, or a Council-Approved Amendment*

B. SUBSTANTIAL CHANGES AMENDMENTS

Substantial amendments shall require the notice, hearing, and approval procedures required by the ~~original Plan by statute.~~ *ORS 457.095, and special notice as provided in ORS 457.120.*

Substantial amendments are: ~~defined as those established by statute, including, but not limited to:~~

1. Adding land to the urban renewal area, except for an addition of land that totals not more than one percent of the existing area of the urban renewal area.
2. Extending the date in Section 1102 of this plan, after which no bonded indebtedness shall be issued with respect to the plan, or any project undertaken with respect to the plan.
3. *Increasing the amount of maximum indebtedness that can be issued or incurred under the plan.*

C. Council-Approved Changes AMENDMENTS

Council-Approved amendments to the Plan shall require approval by the Agency by Resolution and approval by the City Council by Non-Emergency Ordinance. ~~but shall not require the special notice procedures stated in ORS 457.120.~~ Council-Approved amendments are:

- a. Adding a project, activity, or program that differs substantially from a project, program, or activity in the Plan, and is estimated to cost in excess of the equivalent of \$500,000 in second quarter 1996 dollars over the duration of the Plan. The \$500,000 threshold shall be adjusted annually at a rate equal to the Construction Cost Index (CCI), also referred to as the ENR Index for Construction published quarterly by the Engineering News Record.
- b. Identification of land for acquisition ~~for disposition and redevelopment~~ which requires Council approval per Section 700F of this Plan .

EXHIBIT B

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

Background

The Keizer Urban Renewal Agency wishes to acquire property for Public Improvements, and for Redevelopment purposes. The Fifth Amendment to the Plan adds these properties to the list of properties to be acquired. The Fifth Amendment to the Plan also makes revisions to the Acquisitions and Amendments sections of the Plan.

Findings

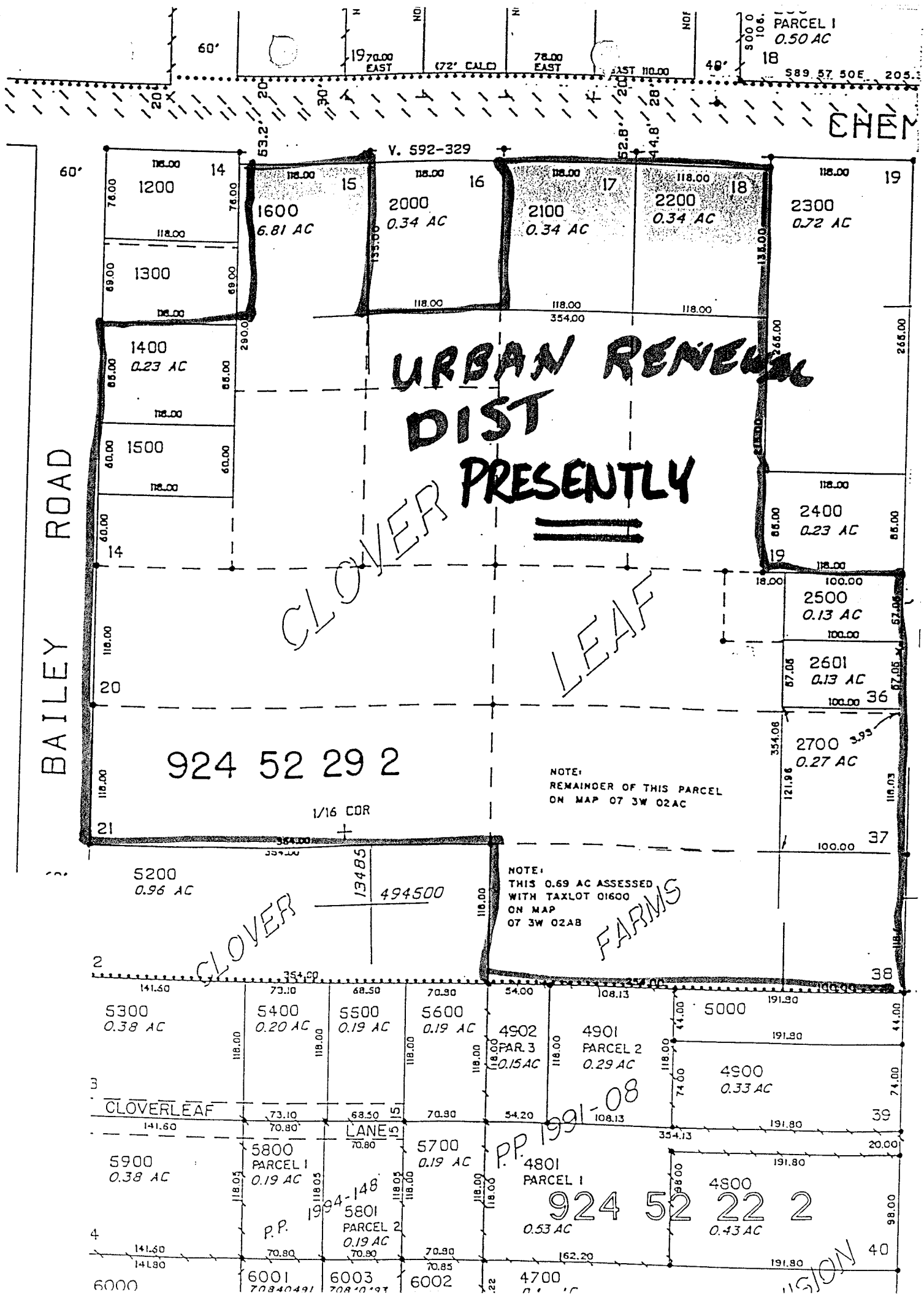
It is estimated that the total cost of the acquisitions will be approximately \$500,000. The cost of the Cherry Avenue project shown in Table 4 of the Report on the Fourth Amendment to the Plan, is revised to accomodate this acquisition item. There will be no change in Plan costs, or change to the maximum indebtedness total for the Plan.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following change to Table 4 of Section 400A of the Report on the Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

Only the Fifth Amendment change to Table 4 is shown below. Table 4 is not shown in its entirety.

TABLE 4		
CITY OF KEIZER - NORTH RIVER ROAD URBAN RENEWAL AREA		
PROJECT COSTS UPDATED TO 1998 VALUES		
COSTS AS OF AMENDMENT 1, 1993		
<i>Total Uncompleted Project Costs</i>	<i>1993</i>	<i>1998</i>
Cherry Avenue	\$700,000	\$805,288 <i>\$305,288</i>
<i>Land Acquisition for Public Uses and Redevelopment</i>	<i>\$0</i>	<i>\$500,000</i>

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



BAILEY ROAD

URBAN RENEWAL
DIST
PRESENTLY

CLOVER
LEAF

924 52 29 2

NOTE:
REMAINDER OF THIS PARCEL
ON MAP 07 3W 02AC

NOTE:
THIS 0.69 AC ASSESSED
WITH TAXLOT 01600
ON MAP
07 3W 02AB

FARMS

CLOVERLEAF

LANE

P.P. 1991-08

924 52 22 2

1510N

SEE MAP 7 3W 02BA

BAILEY ROAD

60'

AND

FACTS

PART

10TH AVENUE

500.01 40W
106.64

200
PARCEL I
0.50 AC

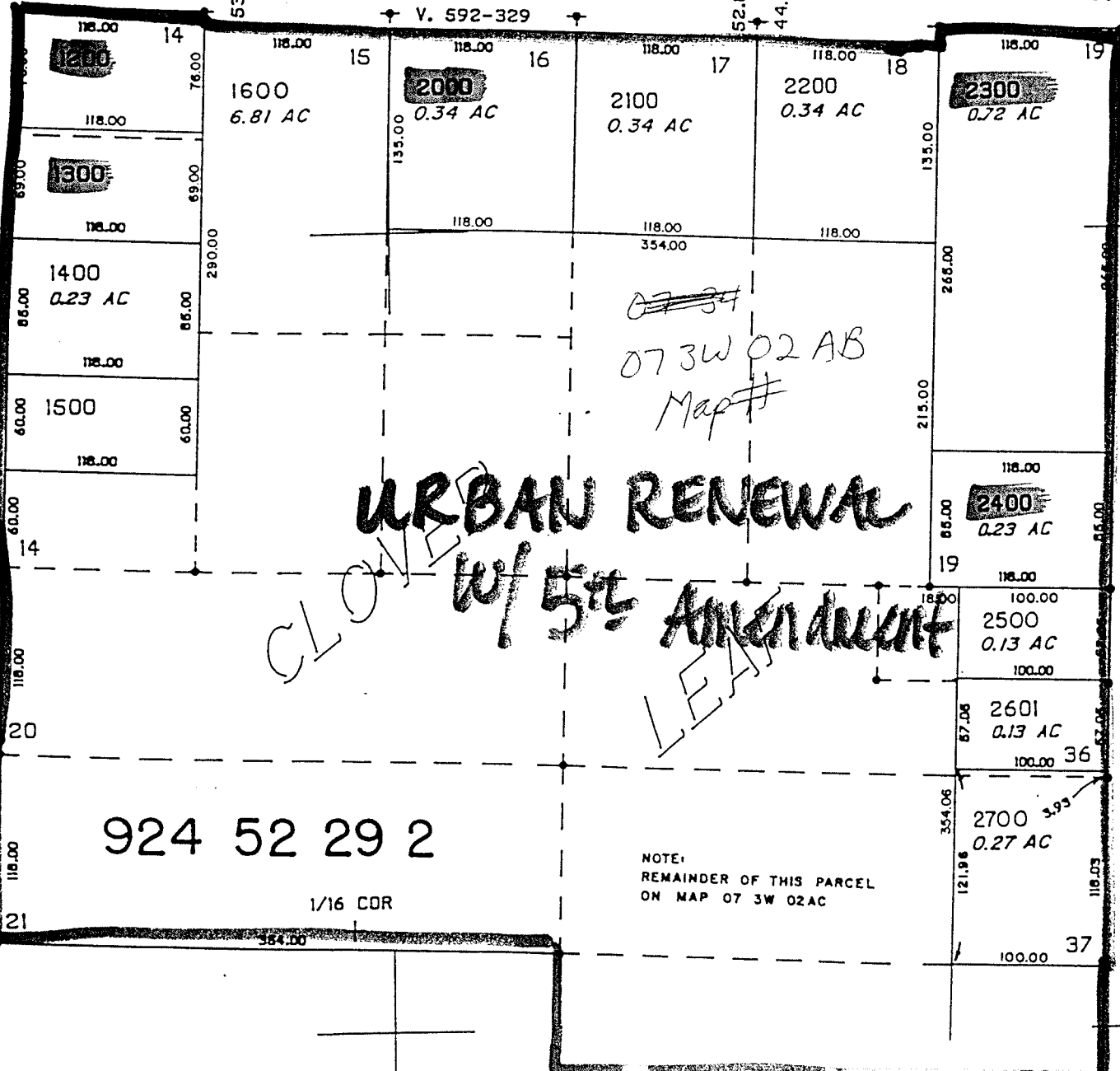
N89 57 50W 204.9

S89 57 50E 205.37

CHEM

V. 592-329

60'



URBAN RENEWAL

w/ 5th Amendment

924 52 29 2

1/16 COR

NOTE:
REMAINDER OF THIS PARCEL
ON MAP 07 3W 02AC

BAILEY ROAD

60'



URBAN RENEWAL AGENCY BOARD
May 17, 1999

AGENDA ITEM 3C

**AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT TO PURCHASE PROPERTY**

URBAN RENEWAL AGENCY MEETING: May 17, 1999

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: PURCHASE OF THE UNOCAL PROPERTY

This matter is before the Agency for authorization to purchase the property located at the southwest corner of Chemawa Road and River Road, usually referred to as the "Unocal Site".

Sometime ago, at the City Manager's direction I approached Unocal about the City purchasing the property. At that time Unocal was not interested as it had two other potential buyers for the property. However, several months later Unocal's real estate agent called and asked if the City was still interested in purchasing it.

After getting further direction from the City Manager, we entered into negotiation for the property. The price (\$130,000.00) was reached rather quickly. However, because of Unocal's strict property disposition policies regarding particularly environmental issues, negotiations became quite extended.

Unocal's philosophical position in this regard is that they clean up all gasoline station sites to the utmost of their ability and take care of all governmental approvals in that regard. However, when they sell the property Unocal wants to know that they are permanently done with the property and they take that into consideration when agreeing to a purchase price. Unocal not only wanted the buyer (the City) to waive any future claims against Unocal, but also was requiring that if a subsequent purchaser of the property had any problem with contaminants, then the City would be required to reimburse Unocal for any and all costs.

I had indicated to Unocal that this would not be acceptable, but that we wanted to try to reach an agreement if possible. Though it was difficult, Unocal did change their position to some degree and the attached agreement does not have this additional requirement. The City will not be able to go back against Unocal for any contamination in the future, but will not be responsible to indemnify Unocal for actions of a subsequent purchaser, which we obviously cannot control. The property has been cleaned and declared free of contaminants by way of clearances from the Department of Environmental Quality. Following execution of the agreement by both parties, City staff and I will follow up with due diligent investigation to confirm to the degree possible that there are no problems with the property.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the attached purchase agreement.

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

ESJ/tmh

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

RESOLUTION R99-_____

AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN AGREEMENT TO
PURCHASE THE UNOCAL SITE

WHEREAS, the real property located at the southwest corner of River Road and
Chemawa Road known as the "Unocal Site" has been offered for sale;

WHEREAS, the Urban Renewal Agency has determined that the purchase of such
property by Agency is in the best interests of the Agency and meets the goals of the North
River Road Urban Renewal Plan as amended; NOW, THEREFORE,

BE IT RESOLVED by the board of directors of the Urban Renewal Agency of Keizer
that the City Manger is authorized to sign the Agreement attached as Exhibit "A", and by this
reference incorporated herein, and to take all acts necessary to consummate such transaction.

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Chairman Urban Renewal
Agency of Keizer

ATTEST

Secretary

2077URB6.009

1 - RESOLUTION R99-_____

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

COPY

Property #3628

Escrow No.: _____
Date Escrow Opened: _____
Escrow Holder: _____

**AGREEMENT FOR SALE OF
REAL PROPERTY
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into this ____ day of _____, 199____, by and between Keizer Urban Renewal Agency, an Oregon municipal corporation ("BUYER"), and Union Oil Company of California, a California corporation doing business as UNOCAL ("COMPANY").

RECITALS:

A. COMPANY is the owner of certain real property in the City of Keizer, County of Marion, State of Oregon, located at 4995 North River Road and described on Exhibit A attached hereto (the 'Property'). COMPANY reserves the right to revise the legal description attached as Exhibit A upon receipt of the Preliminary Report and/or an ALTA survey obtained by BUYER pursuant to Section 4.3.2.

B. BUYER has offered to purchase and COMPANY has offered to convey the Property upon the terms and conditions contained herein.

C. BUYER is purchasing the Property from COMPANY under threat of condemnation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions hereof, the parties agree as follows:

Section 1. Purchase Price

1.1 Sale and Purchase. BUYER hereby agrees to purchase and COMPANY hereby agrees to convey the Property, upon the terms and conditions contained herein.

1.2 Purchase Price. The total purchase price to be paid by BUYER for the Property is One Hundred Thirty Thousand Dollars (\$130,000) (the 'Purchase Price').

1.3 Earnest Money Deposit. Contemporaneously with BUYER's execution of this Agreement, BUYER shall deposit into escrow, by cashier's check, the amount of One Thousand Five Hundred Dollars (\$1,500) ('Deposit') as consideration for this Agreement, which amount will be applied to the Purchase Price at 'Close of Escrow' as defined in Section 4.7 hereof. To effect such Deposit, BUYER shall provide to COMPANY, along with three (3) copies of this Agreement fully executed by BUYER, a cashier's check made payable to Escrow Holder in the amount of the Deposit. Failure of BUYER to provide such cashier's check with the executed copies of this Agreement within twenty-one (21) days after execution of this Agreement by Company shall mean that this Escrow will not be opened and this Agreement shall be null and

void. COMPANY shall forward the cashier's check to the Escrow Holder, as defined in Section 4.1 hereof, along with the fully executed copies of this Agreement to open Escrow. ,Notwithstanding anything contained herein to the contrary, however, in the event Company, in its sole and absolute discretion, elects to open escrow without receipt of a cashier's check for the Deposit, such election shall not constitute a waiver by Company of Buyer's obligation to pay the Deposit.

Section 2. Conditions Outside of Escrow

2.1 Contingencies. BUYER's and COMPANY's obligations to consummate the transaction described herein are contingent upon the fulfillment of the matters described below:

2.1.1 BUYER's Review of Matters Relating to the Property.

2.1.1.1 Within ten (10) days from the date escrow opens, COMPANY shall provide to BUYER copies of the following documents, which are hereinafter referred to as 'Disclosure Documents' (i) written notice from Oregon Department Of Environmental Quality by letter dated January 4, 1995 that no further remedial efforts are required to be performed with respect to any Contamination (as defined in Section 5.3 below) on the Property at this time ('No Further Action Letter'); (ii) environmental reports provided to Oregon Department Of Environmental Quality; and (iii) pertinent leases, contracts, soils engineering reports, soils compaction reports, toxic and geological studies, endangered species studies, conserved habitat and/or wetlands studies, development agreements, letters or reports received from governmental entities and other documents pertaining to the Property (excluding, however, any documents disclosed on the Preliminary Report or any supplementary report) The Disclosure Documents include only those documents in existence and known to R. D. Tackett, the Property Manager of COMPANY with the most recent direct responsibility for the Property which the Property Manager reasonably believes would be material to a reasonable person purchasing the Property for commercial use, without having made an independent investigation of the files concerning the Property. A list of the Disclosure Documents is set forth on Exhibit 'B' attached hereto and incorporated herein by this reference ('Disclosure Documents'). COMPANY shall also provide to BUYER a preliminary report (the 'Preliminary Report') prepared by Ticor Insurance ('Title Company').

2.1.1.2 BUYER shall have until the date which is forty-five (45) days after the date escrow opens (the 'Contingency Termination Date') to inspect the Property; perform tests; satisfy itself as to the economic feasibility of the transaction; and review and approve all studies, documents and other matters which BUYER determines necessary, including but not limited to the Disclosure Documents; the Preliminary Report upon the terms and conditions contained in Section 4.3.1 hereof; soils engineering, toxic and geological studies; easements; endangered species, habitat and wetlands issues; and requirements and conditions of governmental bodies with jurisdiction, including appropriate zoning and applicable ordinances. BUYER acknowledges that it has read the Flood Disclosure Notice attached hereto as Exhibit C and that BUYER shall consider the contents of such notice in conducting its review of the Property hereunder.

2.1.2 Mutual Contingencies.

2.1.2.1 Environmental Testing Contingency. Notwithstanding anything in Section 2.1.1.2, BUYER may conduct intrusive or invasive sampling or chemical analysis of samples of environmental media taken from the Property ("Phase II Testing") only if BUYER first submits a written work plan for such Phase II testing to COMPANY and COMPANY approves said work plan. Such approval shall not be unreasonably withheld or delayed, but may be conditioned at the reasonable discretion of COMPANY. COMPANY's failure to approve any such work plan in writing within 10 days after submission to COMPANY shall be deemed disapproval of the work plan. In the event COMPANY disapproves the work plan, either BUYER or COMPANY may, at its option, cancel this Agreement pursuant to Section 2.2 hereof. In the event BUYER conducts Phase II Testing, BUYER shall provide COMPANY, at no cost or expense to COMPANY, a true and correct copy of the report of the Phase II Testing immediately upon receipt. Either BUYER or COMPANY may disapprove the condition of the Property based on the report of the Phase II Testing. Such disapproval must be in writing and be received by Escrow Holder and the other party prior to the Contingency Termination Date.

2.1.2.2 Other New Environmental Information. In addition to the contingency provided in Section 2.1.2.1, if either BUYER or COMPANY, on or before the Close of Escrow, discovers any information regarding the environmental condition of the Property, including, but not limited to information indicating the actual or suspected presence of Contamination as defined in Section 5.3 below, which information was not contained in the Disclosure Documents, then the party discovering such information shall provide it to the other party immediately. The disclosure of such information shall include, without limitation, providing the non-discovering party with a true and correct copy of any report in which such information is contained at no cost or expense. Either BUYER or COMPANY may disapprove the condition of the Property based on any disclosure made pursuant to this Section 2.1.2.2. Such disapproval must be in writing and be received by Escrow Holder and the other party prior to the Contingency Termination Date or within no more than five (5) days after receipt of the disclosure by the receiving party, whichever occurs later, but in any event before Close of Escrow.

2.2 Satisfaction or Waiver of Contingencies.

2.2.1 The contingencies specified in Section 2.1.1 are for the benefit of BUYER and are sometimes referred to herein as 'BUYER's Contingencies.' The contingencies specified in Section 2.1.2 are for the benefit of both BUYER and COMPANY and are sometimes referred to herein as the 'Mutual Contingencies.' Any disapproval of the Mutual Contingencies may be by either BUYER or COMPANY.

2.2.2 If BUYER shall fail, on or before the Contingency Termination Date, to provide notice in writing to Escrow Holder (hereinafter defined) and COMPANY of disapproval of BUYER's Contingencies, BUYER shall be deemed to have waived such Contingencies and elected to continue with the transaction described in this Agreement.

2.2.3 If either COMPANY or BUYER shall provide notice in writing of disapproval of any of the Mutual Contingencies to Escrow Holder and the other party, this Agreement shall be canceled. If neither COMPANY or BUYER disapproves the Mutual Contingencies in writing to Escrow Holder and the other party, then both parties shall be deemed to have waived such Contingencies and elected to continue with the transaction described in this Agreement.

2.2.4 Should BUYER or COMPANY elect to cancel under this Section 2.2, this Agreement shall terminate and escrow shall be canceled with no further liability by either party to the other party except as otherwise set forth herein, and the Deposit, together with all other sums paid into escrow by BUYER or COMPANY, if any, shall be returned to BUYER or COMPANY, respectively, and the canceling party shall pay all escrow fees; provided, however, if this Agreement is canceled pursuant to disapproval of any of the Mutual Contingencies, BUYER and COMPANY shall each pay one-half (1/2) of all escrow fees.

2.2.5 In the event this Agreement is terminated under this Section 2.2 or otherwise before Close of Escrow, BUYER shall, within fifteen (15) days after such cancellation, return all Exhibit B documents previously provided to BUYER, and shall further provide to COMPANY copies of all surveys, environmental, and engineering studies generated by or on behalf of BUYER concerning the Property at no cost or expense to COMPANY.

Section 3. Matters During Escrow

3.1 License. From and after execution of this Agreement by COMPANY, COMPANY agrees to allow BUYER or its agents, employees, officers, attorneys and other representatives to enter the Property during the escrow period at BUYER's expense and risk to make any investigation of the Property required by BUYER. However, notwithstanding anything in this Agreement to the contrary, should BUYER wish to enter the Property for any purpose during the term of the escrow, including but not limited to BUYER's review of matters relating to the Property described in Section 2.1 hereof, BUYER shall first provide written notice thereof to COMPANY setting forth in detail BUYER's purpose for entering onto the Property and the time or times BUYER wishes to make such entry. BUYER's notice may be general with respect to the purpose and times for multiple entries onto the Property for non-invasive review or investigation thereof, but in the event BUYER wishes to perform any invasive testing of the Property, the notice shall be specific as to the purpose and times for BUYER's requested entry. COMPANY shall thereupon have the right to approve or disapprove such entry in writing. Such approval shall not be unreasonably withheld or delayed, but may be conditioned at the reasonable discretion of COMPANY. In the event the Property is the subject of an existing lease or of operations by COMPANY or any affiliate thereof, BUYER shall not enter onto the Property except in compliance with any such lease or operations agreement and shall not disturb any of such operations during its investigation hereunder.

3.2 Insurance. During the escrow period, BUYER, before entering the Property, and at its own expense, shall procure and maintain during the performance of its obligations under this Agreement, policies of liability insurance in the State of Oregon reasonably acceptable to COMPANY, which are primary as to any other existing, valid and collectible insurance insuring BUYER against loss or liability caused by or in connection with the

performance of this Agreement by BUYER, its agents, servants, employees, invitees, guests, contractors or subcontractors, in amounts not less than:

3.2.1 Commercial General Liability Insurance Occurrence Form, or the equivalent, including Blanket Contractual Liability, with a combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate, for Bodily Injury and Property Damage, including Personal Injury.

3.2.2 Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence for Bodily Injury and Property Damage.

3.2.3 Workers' Compensation Insurance as required by law, and Employers' Liability Insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The policies of liability insurance shall name COMPANY, its parent, subsidiary and affiliated companies, including but not limited to Unocal Corporation, and their respective officers, directors, agents and employees (collectively, the "Company Group"), as an additional insured and shall not exclude or restrict coverage based upon alleged or actual negligence of an additional insured. BUYER shall deliver to COMPANY a certificate of insurance and additional insured endorsements evidencing the existence of the policies and further evidencing that coverage will not be canceled or materially changed prior to forty-five (45) days' advance written notice to COMPANY. Subrogation against COMPANY and the Company Group shall be waived as respects all of the insurance policies set forth above (including without limitation policies of any subcontractor). The insurance required hereunder in no way limits or restricts the Indemnification in Section 6, nor is the insurance to be carried limited by any limitation in Section 6, nor by any limitation placed on the indemnity as a matter of law. Any deductible amount, which shall not exceed One Thousand Dollars (\$1,000), is the responsibility of BUYER.

3.3 Condemnation. In the event that any condemnation or eminent domain proceedings affecting all or any part of the Property are initiated prior to Close of Escrow, BUYER or COMPANY may, at any time thereafter, terminate this Agreement by written notice to the other party and Escrow Holder prior to the Close of Escrow, and Escrow Holder shall return all funds and documents then held in escrow to the party depositing the same, or, alternatively, if neither party elects to terminate this transaction, such transaction shall be consummated, in which event COMPANY shall assign to BUYER all of its right, title and interest in and to any award made or to be made in connection with such proceedings and shall permit BUYER to conduct all negotiations and enter into all agreements with respect thereto.

Section 4. Escrow

4.1 Opening of Escrow. BUYER and COMPANY agree that an escrow shall be opened within ten (10) days after the date hereof, with Chicago Title Company, Pasadena, California, as escrow holder ('Escrow Holder'). Three (3) duplicate originals of this Agreement shall be deposited in said escrow. Escrow Holder is hereby instructed to fill in the information on the first page of this Agreement and to send a duplicate original of this Agreement promptly to BUYER and COMPANY. This Agreement shall become a part of the escrow and shall

constitute the basic instructions of BUYER and COMPANY to Escrow Holder. However, both BUYER and COMPANY agree to execute such additional instructions and documents as are reasonably required to complete the closing of the sale of the Property in accordance with the terms and conditions of this Agreement. In case of conflict, this Agreement shall govern.

4.2 LIQUIDATED DAMAGES CLAUSE:

4.2.1 AS LIQUIDATED DAMAGES, IT IS AGREED BETWEEN THE BUYER AND COMPANY THAT THE DEPOSIT AS SET FORTH IN SECTION 1.3 HEREOF WILL BE NON-REFUNDABLE FOLLOWING THE CONTINGENCY TERMINATION DATE IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT OF BUYER, OTHERWISE THE DEPOSIT WILL BE CREDITED, TOGETHER WITH INTEREST ACCRUED THEREON, TOWARD THE PURCHASE PRICE UPON CLOSE OF ESCROW.

4.2.2 IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY BY REASON OF A DEFAULT OF BUYER, COMPANY SHALL BE ENTITLED TO CANCEL THIS ESCROW AND SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER, AND COMPANY MAY PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF SUCH DEFAULT; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE,

BUYER _____ AND COMPANY _____ AGREE THAT:

IN THE EVENT OF A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, COMPANY WILL BE DAMAGED (INCLUDING BUT NOT LIMITED TO LOSS OF OTHER POTENTIAL BUYERS, UNRECOVERABLE MARKETING, SALES AND PROCESSING COSTS AND COSTS OF HOLDING PROPERTY BEYOND TERM OF ESCROW) AND WILL BE ENTITLED TO COMPENSATION FOR THESE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN BECAUSE:

4.2.2.1 THE DAMAGES TO WHICH THE COMPANY WILL BE ENTITLED IN A COURT OF LAW WILL BE BASED ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE SCHEDULED CLOSE OF ESCROW AND THE PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS AGREEMENT, WHICH DIFFERENCE MUST BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND

4.2.2.2 IT IS IMPOSSIBLE TO PREDICT, AS OF THE DATE HEREOF, WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE SCHEDULED CLOSE OF ESCROW, AND BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE, AND BUYER AND COMPANY WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF THE COMPANY FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR BREACH OF THIS AGREEMENT.

4.2.3 IN THE EVENT OF DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, (i) THE AMOUNT OF THE DEPOSIT AS SET FORTH IN SECTION 1.3 HEREOF SHALL CONSTITUTE LIQUIDATED DAMAGES TO COMPANY; AND (ii) THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO COMPANY SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF COMPANY ON ACCOUNT OF THE DEFAULT BY BUYER.

4.2.4 AT ANY TIME AFTER BUYER DEFAULTS UNDER THE TERMS OF THIS AGREEMENT, OR AT ANY TIME AFTER THE DATE PROVIDED HEREIN FOR CLOSE OF ESCROW OR ANY EXTENDED DATE FOR CLOSE OF ESCROW, COMPANY MAY GIVE WRITTEN NOTICE THEREOF TO ESCROW HOLDER AND TO BUYER BY REGISTERED OR CERTIFIED MAIL AND ESCROW HOLDER SHALL PAY TO COMPANY THE AMOUNTS OF ANY DEPOSITS THEN HELD IN ESCROW AND SHALL CANCEL THE ESCROW NO LATER THAN (10) DAYS AFTER RECEIPT OF SUCH NOTICE.

4.2.5 BUYER AND COMPANY EACH AGREES TO INDEMNIFY AND HOLD ESCROW HOLDER HARMLESS FROM ANY CLAIM BY THE OTHER ARISING OUT OF ANY DISTRIBUTIONS MADE BY ESCROW HOLDER IN ACCORDANCE WITH AND PURSUANT TO THE PROVISIONS OF THIS SECTION.

4.3 Title Matters.

4.3.1 Title Condition.

4.3.1.1 Subject to BUYER's right to terminate this Agreement pursuant to Section 4.3.2 below, title to the Property shall be subject to the following:

4.3.1.1.1 Any and all existing building and use restrictions, easements, rights-of-way, conditions, covenants, restrictions, reservations, liens, encumbrances, exceptions and other matters of record.

4.3.1.1.2 All dedicated roads, streets and highways.

4.3.1.1.3 All building and zoning ordinances, laws, regulations, and restrictions by any municipal or other governmental authority applicable to the Property.

4.3.1.1.4 All general and special taxes and assessments which are a lien but not yet due and payable or for which statements have not yet been tendered.

4.3.1.1.5 All matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes).

4.3.1.2 The Property shall be subject to the terms and conditions set forth in the Deed Conditions attached hereto as Exhibit D (the 'Deed Conditions') which shall be an exhibit to the deed. BUYER hereby acknowledges that BUYER has read and understands the Deed Conditions and agrees to its terms.

4.3.1.3 BUYER shall approve or disapprove in writing the Preliminary Report on or before the Contingency Termination Date, and shall approve or disapprove in writing any supplementary report on or before the date which is the later of (i) the Contingency Termination Date; or (ii) ten (10) days after BUYER's receipt of any such supplementary report. Failure of BUYER to approve or

disapprove the Preliminary Report or any supplementary report in writing within the time specified shall be deemed BUYER's approval thereof.

4.3.1.4 In the event BUYER disapproves in writing any exception appearing in a Preliminary Report or supplementary report, COMPANY shall have the right, but not the obligation, to notify BUYER in writing that COMPANY intends to remove such matter on or before Close of Escrow, and in such event this Agreement shall not be terminated based upon BUYER's disapproval of any such matter, provided, however, that in the event COMPANY elects not to remove such matter, or COMPANY is not able to remove such matter on or before Close of Escrow, BUYER may elect whether to waive such disapproval and close escrow or to terminate this Agreement; and provided further that in the event any lien, encumbrance or other exception to title represents a security interest relating to an obligation to pay money, such item shall be disapproved and shall be removed by COMPANY on or before Close of Escrow, notwithstanding anything to the contrary contained herein.

4.3.2 Title Insurance. COMPANY shall instruct Title Company to issue, and it shall be a condition to BUYER's obligation to purchase the Property that Title Company commit to issue a standard policy of title insurance on the Property in the amount of the Purchase Price in favor of BUYER at Close of Escrow showing the Property vested in BUYER, subject only to (i) the title matters which have been approved by BUYER in accordance with the provisions of Section 4.3.1 above; (ii) the conditions described in Section 4.3.1.2 above; and (iii) any matters created by BUYER. In the event BUYER desires an extended coverage policy of title insurance, COMPANY shall reasonably cooperate with Escrow Holder and BUYER in the preparation and issuance of such policy, including the execution of such documents as may reasonably be required; provided, however, that in no event shall any matter involved in the issuance of an extended coverage title policy delay or extend any times set forth in this Agreement. COMPANY shall pay only the premium for a standard policy of title insurance. BUYER shall pay the difference in cost in obtaining an extended coverage policy over a standard policy, including, but not limited to, any ALTA survey and additional endorsements required for such extended coverage policy. If there is a failure of the condition for BUYER's benefit described in this Section 4.3.2, then BUYER shall have the right to terminate this Agreement and to receive a refund of the Deposit.

4.4 Deposits Into Escrow. BUYER and COMPANY shall deposit into escrow, on or before Close of Escrow, all documents and funds necessary to carry out this Agreement, including:

4.4.1 By COMPANY

4.4.1.1 The deed, with the Deed Conditions attached, in proper form for recording, which shall be duly executed and acknowledged so as to convey to BUYER all of the Property in accordance with the terms of this Agreement. The exact vesting required by BUYER shall be submitted into escrow by BUYER no later than fourteen (14) days before the scheduled Close of Escrow.

4.4.1.2 A certificate of its authorized officer to the effect that, as of the

date of the Close of Escrow, it is not a foreign person as defined in the Internal Revenue Code of 1986, as amended, and Income Tax Regulations ("FIRPTA Certificate"), such FIRPTA Certificate to be substantially in the form described in Treasury Regulation Section 1.1446-2(b)(2)(iii)(B), or otherwise within the requirements of Section 1.1445-2(b)(2) of that regulation and any comparable local laws.

4.4.2 By BUYER Cash, cashier's check payable to Escrow Holder, or wire transfer of immediately available funds representing the Purchase Price, less the Deposit, plus BUYER's share of escrow fees and related charges as are standard practices in Marion County, Oregon, plus the additional premium for an extended coverage policy of title insurance, including the costs of additional endorsements pursuant to Section 4.3.2, if applicable.

4.5 Prorations. All items of income and expense, including without limitation real property taxes and assessments for the current fiscal year, shall be prorated between the parties as of the date of the Close of Escrow. BUYER shall file or cause to be filed all required reports and returns incident to taxes which are due on or after the Close of Escrow, and shall pay or cause to be paid to the taxing authorities all such taxes reflected on such reports or returns. COMPANY shall be credited with COMPANY's prorated share at the Close of Escrow.

4.6 Closing Date. Unless extended pursuant to the terms of this Agreement, escrow shall close on or before the date which is thirty (30) days after the Contingency Termination Date. If escrow does not close upon the date scheduled for Close of Escrow as provided herein, said escrow shall be forthwith terminated and, assuming no default by BUYER or COMPANY, each document and all of the funds then in escrow shall be returned forthwith to the party which deposited same in escrow, subject only to the payment by the proper party or parties of escrow fees and related charges.

4.6.1 If said escrow terminates because of the failure of both parties to perform any of their respective material obligations, then the parties hereto shall each pay one-half (1/2) of said fees and related charges.

4.6.2 If said escrow terminates due to the failure of only one (1) party to perform any of its obligations, such defaulting party shall pay all such fees and related charges. Such payment shall not affect other rights between parties.

4.6.3 Except as otherwise provided in this Section 4.6, escrow can only be extended upon BUYER and COMPANY agreeing to an extension in writing and signed by both BUYER and COMPANY.

4.7 Close of Escrow. When all of the conditions and instructions herein provided for have been satisfied and properly complied with and said escrow is ready to close in all respects, Escrow Holder shall promptly close same by recording all appropriate documents and delivering to each of the appropriate parties all the documents and funds on deposit in said escrow as herein provided, subject to the payment by each party, respectively, of one-half (1/2) of the escrow fees ("Close of Escrow").

4.8 Possession. Possession shall be delivered to BUYER at Close of Escrow, at such time as agreed upon by COMPANY and BUYER.

Section 5. Environmental Matters

5.1 No Liability for Contamination.

BUYER acknowledges that it has been advised that the Property was once used for the storage and handling of fuel hydrocarbons, that Contamination was present on the Property as the result of the storage and handling of fuel hydrocarbons, that COMPANY has conducted certain remedial activities on the Property and has received the No Further Action Letter, and that, despite the remedial action and the No Further Action Letter, some Contamination may remain in, on or about the Property. In full recognition of the foregoing, BUYER agrees that it is the express intent of the parties that: (i) upon Close of Escrow, the risk of any Contamination on, within or emanating from the Property shall shift to BUYER, and (ii) COMPANY shall have no obligation for any Contamination, on, within, or emanating from the Property, including but not limited to any remediation thereof. Expressly, but without limiting the generality of the foregoing, COMPANY shall have no liability for remediation of any Contamination of the Property, for changes in any laws, regulations, guidelines or other criteria concerning appropriate levels of cleanup of such Contamination, or for any third-party claims resulting from any such Contamination. BUYER hereby releases COMPANY from all claims, liability, damages, demands, costs, expenses, and causes of action of all kinds, arising out of or in connection with the existence, assessment or remediation of Contamination upon, under, in, or emanating from, the soils or groundwater of the Property, including without limitation any claims for death, bodily injury, illness, or property damage or for any claims for any special, indirect, or consequential damages (including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury or illness), trespass, nuisance or otherwise, for any response costs it may incur with respect to the Property, under any existing or future federal, state or local law, statute, ordinance, regulation, legal cause of action or theory of any kind, including but not limited to any claim under CERCLA (42 USC 9601 et seq.), RCRA (42 USC 6901 et seq.) or similar or comparable state, federal, or local laws (individually and collectively, 'Released Claims'). BUYER further recognizes that there is a risk, that subsequent to Close of Escrow, BUYER will incur Released Claims or suffer loss, damage or injuries which are in some way caused by the matters which are the subject of this release, and which may be unknown or unanticipated at the time of Close of Escrow, and BUYER assumes this risk and agrees that this release shall apply to all such unknown or unanticipated Released Claims, loss, damage, or injury, and hereby waives any and all rights under California Civil Code §1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

BUYER'S INITIALS: _____

Notwithstanding the foregoing, this release does not extend to the COMPANY's obligations for Applicable Contamination as set forth in Section 5.2 herein.

5.2. COMPANY's Liability for Applicable Contamination. Notwithstanding anything contained herein to the contrary, for a period of five (5) years after the Close of Escrow and subject to the provisions of this Section 5.2, in the event BUYER, but not its successors or assigns, finds any Contamination on or within the Property which BUYER proves is Applicable Contamination, and an Agency imposes a binding order for remediation thereof, COMPANY shall, at its sole cost and expense, remediate such Applicable Contamination in accordance with a remediation plan approved by the Agency; provided, however, that COMPANY's obligations hereunder shall be expressly subject to the following limitations and conditions:

5.2.1. In the event BUYER shall discover any Applicable Contamination or shall receive notice or claim from the Agency of such Applicable Contamination, it shall immediately, and in every case within thirty (30) days of said discovery or notice or claim, notify COMPANY in writing of such matter, addressed to the attention of the Unocal Asset Management Group, Hartley Center, 376 South Valencia Avenue, Brea, California 92823.

5.2.2. BUYER shall cooperate with COMPANY by allowing COMPANY, its agents and consultants, prompt access to the Property at no cost to COMPANY, for the purpose of investigating any claim of Applicable Contamination, and taking any necessary, appropriate or desirable response actions to actual or alleged Applicable Contamination, including, without limitation, excavation, sampling, or installing, operating, maintaining or removing any monitoring or remedial equipment, devices or systems.

5.2.3. COMPANY's obligations hereunder extend only to remediation made necessary by COMPANY's comparative fault and do not extend to liability for any Contamination due to acts or omissions of BUYER or any member of the "BUYER Group" as defined in Section 6 below, or BUYER's predecessors (other than COMPANY), successors or assigns, or due to the exacerbation of any Applicable Contamination resulting from the acts or omissions of BUYER, any member of the BUYER Group or any of BUYER's predecessors (other than COMPANY), successors or assigns, or due to the acts or omissions of any third party.

5.2.4 COMPANY's obligations hereunder do not extend to any Third Party Claims as defined in Section 6 below, or to any Indemnified Claims, as defined in Section 6 below, except for remediation specifically required under this Section 5.2. Without limiting the generality of the foregoing, COMPANY's obligations hereunder do not extend to any consequential damages, or to any cost or expense for construction, engineering, operation or maintenance requirements for any development of the Property necessary or claimed to be necessary by reason of Contamination

5.2.5 COMPANY reserves the right to contest any Agency order requiring the remediation of Applicable Contamination, and COMPANY shall have no obligation to perform remediation pursuant to this Section 5.2 until all appeals of all such Agency orders are exhausted, unless sooner remediation is necessary to avoid the filing of enforcement action against BUYER.

5.3 Environmental Definitions.

5.3.1. Contamination. The word "Contamination," as used herein, shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission,

discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

5.3.2 Applicable Contamination. The phrase "Applicable Contamination" as used herein shall mean any Contamination resulting during COMPANY's ownership of the Property from COMPANY's products or related wastes, or from COMPANY's use of the property as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities

5.3.3 Agency. The word "Agency" as used herein shall mean any federal, state, or local government authority actually asserting jurisdiction over conditions of Contamination on the Property.

5.4 Assignment of Reimbursements. In the event any fund is or becomes available for reimbursement of any costs for environmental investigation and/or remediation of real property in the area of the Property and COMPANY has expended any money for environmental investigation or remediation of the Property, BUYER hereby assigns its interest in any such fund to COMPANY to the extent of COMPANY's expenditures with relation to the Property.

Section 6 Indemnification

BUYER, for itself and on behalf of 'BUYER Group' (as that term is herein defined), shall protect, defend, indemnify, and hold COMPANY, its parent, subsidiary, affiliated, and successor companies, and their respective officers, directors, agents, and employees (individually and collectively the 'COMPANY Group'), free and harmless from any and all claims, liability, damages, demands, costs, expenses, and causes of action of all kinds, including but not limited to claims of the death, illness, or injury of any person or persons, including but not limited to members of BUYER Group (as that term is herein defined), and/or from damage to or loss or destruction of any property (real or personal) arising solely out of or in connection with the performance or non-performance of any action or obligation under this Agreement by BUYER or its affiliated or successor entities their officers, directors, agents, servants, employees, tenants, lessees, invitees, or guests, or by any contractor or subcontractor employed by BUYER, or by the agents, servants, employees, invitees or guests of any such tenant, lessee, contractor or subcontractor (individually and collectively, the 'BUYER Group'). BUYER's obligation to indemnify COMPANY under this Section 6 are limited to those claims that accrue on or before the Close of Escrow. All of the foregoing claims are sometimes individually and collectively referred to in this Agreement as "Indemnified Claims." BUYER's obligations under this Section 6 shall apply in every event, unless the injury or claim is the result of the sole negligence or willful misconduct of COMPANY or any member of the COMPANY Group which occurred after the date of this Agreement. BUYER's indemnity hereunder shall in no way be limited or restricted by the amounts or types of insurance required to be provided by BUYER to COMPANY under this Agreement. In the event the indemnity hereunder provided for herein is found in a Final Judgment entered by a court of competent jurisdiction to exceed that permitted by applicable law, such indemnity shall be construed so as to preserve the maximum indemnity permitted thereby. This indemnity shall survive any termination of this Agreement.

Section 7. General Provisions

7.1 "AS IS" PURCHASE.

BUYER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY BUYER "AS IS" AND "WHERE IS," WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND COMPANY DOES HEREBY DISCLAIM ANY AND ALL, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO BUYER INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE LAND, IMPROVEMENTS, IF ANY, AND PERSONAL PROPERTY, OR THE HABITABILITY OF THE PROPERTY, IMPROVEMENTS OR PERSONAL PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE.

BUYER COVENANTS, REPRESENTS AND WARRANTS THAT (i) BUYER HAS INSPECTED OR WILL INSPECT THE PROPERTY, AND IMPROVEMENTS ON THE PROPERTY, IF ANY, AND ALL MATTERS RELATING THERETO WHICH BUYER DESIRES; (ii) NEITHER COMPANY NOR ANYONE ON COMPANY'S BEHALF HAS MADE, OR IS MAKING, ANY WARRANTIES OR REPRESENTATIONS RESPECTING THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY; (iii) BUYER IS RELYING SOLELY ON BUYER'S OWN INVESTIGATION OF THE PROPERTY AND ALL MATTERS PERTAINING THERETO, INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY; AND (iv) EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER IS PURCHASING THE PROPERTY "AS IS."

BUYER ACKNOWLEDGES THAT COMPANY MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES OR REPRESENTATIONS CONCERNING THE ACCURACY OR COMPLETENESS OF ANY OF THE DISCLOSURE DOCUMENTS. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED ON ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

BUYER'S INITIALS _____

7.2 Assignment. This Agreement shall be personal to BUYER, and BUYER shall not assign, agree to assign, offer to assign or solicit offers to purchase BUYER's interest in or rights to purchase the Property without first obtaining written approval from COMPANY, which approval shall be in COMPANY's sole and absolute discretion. Any assignment, agreement, offer or solicitation by BUYER to any other person or entity, without COMPANY's written approval, shall constitute a default under this Agreement and shall terminate and void this Agreement and any escrow pursuant hereto. No written consent by COMPANY hereunder shall be deemed a waiver by COMPANY of any of the provisions hereof except to the extent

expressly provided in such consent. COMPANY shall be permitted, without BUYER's consent, to assign its rights and obligations hereunder to an exchange accommodator if COMPANY elects to effect this transaction as an exchange as set forth in Section 1.4 hereof.

7.3 No Partnership or Agency. BUYER and COMPANY agree that nothing contained herein shall be construed as creating the relationship of principal and agent or of partnership or of joint venture or of any other form of legal association which would impose liability upon one party for the act or failure to act of another party.

7.4 Approvals. All approvals called for herein shall be in writing and all time limits, unless otherwise stated, shall commence upon the opening of escrow which shall be the date that a duly executed duplicate original of this Agreement is deposited into escrow by the parties hereto.

7.5 Commissions.

7.5.1 COMPANY will pay a commission to:

CB Richard Ellis, Inc.
533 S. Fremont Ave.
Los Angeles, CA 90071-1798
Attn.: Lawrence A. Fischer
Fax: (213) 613-3005

('Broker') only in the event of entering into an agreement with Broker providing for payment of such commission upon a close of escrow and consummation of the sale described herein. Broker's total commission in the sum of Seven Thousand Eight Hundred Dollars (\$7,800) representing a commission of Six percent (6%) of the Purchase Price, shall thereupon be paid at Close of Escrow. Broker shall be instructed to divide the commission with Broker's affiliate:

CB Richard Ellis, Inc.
1300 S.W. Fifth Ave., Ste. 2600
Portland, OR 97201-5600
Attn.: J. Robert Muse
Fax: (503) 221-4873

('Broker's Affiliate'), as Broker and Broker's Affiliate may agree.

7.5.2 Other than Broker and Broker's Affiliate, BUYER and COMPANY each hereby warrants and represents to the other that such party has not employed any broker, finder or agent, and has not agreed to pay or otherwise include any brokerage fee, finder's fee or commission with respect to the transaction contemplated by this Agreement nor has such party dealt with anyone purporting to act in the capacity of a broker or finder with respect thereto. BUYER hereby indemnifies and agrees to hold COMPANY harmless from any claims resulting from a breach of this paragraph by BUYER, and COMPANY hereby indemnifies and agrees to hold BUYER harmless from any claims resulting from a breach of this paragraph by COMPANY.

BUYER INITIALS _____ COMPANY INITIALS _____

7.6 Notices. Any notices, requests, approvals or elections hereunder shall be in writing and shall be deemed received when (a) personally served, (b) three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or (c) one (1) day after transmission by facsimile machine, with transmission and receipt confirmed, and a copy sent by United States mail, addressed to BUYER as follows:

Keizer Urban Renewal Agency
930 Chemawa Road N.E.
Keizer, Oregon 97307-1000
Attn.: Wally Mull
Fax: (503) 393-9437

and if BUYER has an attorney, to:

Lien and Johnson
4855 River Road North
Keizer, Oregon 97303
Attn.: E. Shannon Johnson, Esq.
Fax: (503) 390-6557

and addressed to COMPANY as follows:

Unocal Asset Management Group
376 South Valencia Avenue
Brea, CA 92823
Attn.: Karen E. Bruton
Fax: (714) 577-3322

and addressed to ESCROW HOLDER as follows:

Chicago Title Company
245 S. Los Robles Avenue, Ste. 105
Pasadena, CA 91101
Attn.: Carolin Hoff
Fax: (626) 432-7833

7.7 Integration. This instrument and the exhibits hereto obtain the entire agreement between BUYER and COMPANY respecting the Property. Any agreements or representations covering the Property or the duties of either BUYER or COMPANY not set forth in this Agreement or its exhibits are of no effect.

7.8 Survival. All agreements of the parties shall survive the Close of Escrow and the delivery of any deed.

7.9 Interpretation. Each party has reviewed this Agreement, and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed pursuant to the laws of the State of Oregon (where the Property is located), except that in the event the Agreement or a provision thereof would be found to be unenforceable or otherwise invalid under Oregon law, and the Agreement or such provision(s) would not be so found in California,

then California law shall apply to the Agreement or such provision(s) only. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

7.10 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.11 Time. Time is of the essence of each provision of this Agreement. Notwithstanding the above, however, should the calculation of any time period provided for herein result in any obligation becoming due upon, or scheduled time for an event occurring on, a Saturday, Sunday or legal holiday, then such due date or scheduled time shall be delayed until the next business day.

7.12 Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one Agreement bind on the parties hereto.

7.13 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

7.14 No Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, if any, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

7.15 Attorneys' Fees. If any legal action or proceeding, including but not limited to arbitration, is brought for the enforcement or for a declaration of rights and duties under this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

7.16 Successors and Assigns. Subject to the provisions of Sections 5.2 and 7.2 hereof, this Agreement, and all surviving terms hereof, shall be binding upon the parties' respective heirs, administrators, successors and assigns.

7.17 Authority to Enter Agreement. Each of the signatories hereto hereby represents and warrants that he or she has the right, power, legal capacity and authority to execute into this Agreement and to bind the entity he or she represents to this Agreement and the obligations hereunder.

7.18 Waiver of Jury Trial. Each of the parties hereto waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or any obligation contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale of Real Property and Escrow Instructions to be effective as of the date first above written.

"BUYER"

Keizer Urban Renewal Agency

By: _____

Its: _____

"COMPANY"

UNION OIL COMPANY OF CALIFORNIA,
a California corporation

By: _____

Its: _____

EXHIBITS

EXHIBIT A	Description of Property
EXHIBIT B	List of Documents
EXHIBIT C	Flood Disclosure Notice
EXHIBIT D	Deed Conditions

Exhibit A

DESCRIPTION OF PROPERTY

TRACT 1

Beginning at a point on the South line of a County Road (Chemawa Road), 150.00 feet North 89°30' West and 30.00 feet South 0°28' East from the Northeast corner of the J.B. Keizer Donation Land Claim No. 37 in Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; thence South 0°28' East, 100.77 feet; thence South 89°30' East, 120.00 feet to the West line of a County Road (North River Road); thence North 0°28' West, along the West line of the County Road, 100.77 feet to the South line of the first above mentioned County Road; thence North 89°30' West, along the South line of said Road, 120.00 feet to the point of beginning, being a portion of Section 2, Township 7 South, Range 3 West of the Willamette Meridian, Marion County, Oregon.

SAVE AND EXCEPT that portion of Section 2, Township 7 South, Range 3 West of the Willamette Meridian, described as follows: Beginning at a point in the South line of a County Road (Chemawa Road) distant South 0°28' East 30.00 feet and North 89°30' West 48.00 feet from the Northeast corner of the J.B. Keizer Donation Land Claim No. 37 in Township 7 South, Range 3 West of the Willamette Meridian, in the County of Marion, State of Oregon; thence South 89°30' East along said South line 18.00 feet to the West line of a County Road (North River Road); thence South 0°28' East along said West line 18.00 feet; thence North 44°59'03" West 25.67 feet to the place of beginning.

TRACT 2

Beginning at a point which is 150.00 feet North 89°30' West and 130.77 feet South 0°28' East from the Northeast corner of the J.B. Keizer Donation Land Claim No. 37 in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 89°30' East 120.00 feet to the West line of a County Road (North River Road); thence South 0°28' East 25 feet; thence North 89°30' West 120.00 feet; thence North 0°28' West 25 feet to the place of beginning.

ALSO EXCEPTING THEREFROM
PARCEL 1

A parcel of land lying in the J.B. Keizer Donation Land Claim No. 37, Township 7 South, Range 3 West, Willamette Meridian, Marion County, Oregon, and being a portion of that property described in that Deed to Union Oil Co. of California, recorded in Book 742, Page 212, of Marion County Record of Deeds; the said parcel being that portion of said property included in a strip of land 36 feet in width, lying on the Westerly side of the center line of North River Road as said Road has been relocated, which center line is described as follows:

Beginning at Engineer's Center Line Station 97+55.87, said Station being the Southeast corner of the J.B. Keizer Donation Land Claim No. 37, Township 7 South, Range 3 West, Willamette Meridian; thence North 1°40' East 2642.38 feet to Engineer's Center Line Station 123+98.25 and being the Northeast corner of said Donation Land Claim No. 37.

(continued)

Exhibit A

DESCRIPTION OF PROPERTY
(continued)

PARCEL 2

A parcel of land lying in the J.B. Keizer Donation Land Claim No. 37, in Township 7 South, Range 3 West, Willamette Meridian, Marion County, Oregon, and being a portion of that property described in that Deed to Union Oil Co. of California, recorded in Book 742, Page 212, of Marion County Record of Deeds; the said parcel being described as follows:

Beginning at the Northwest corner of said property; thence South along the West line of said property 5 feet; thence Southeasterly in a straight line to a point opposite and 50 feet Westerly of Engineer's Station 123+60 on the center line of relocated North River Road which center line is described in Parcel 1; thence Southeasterly in a straight line to the West line of Parcel 1 at a point opposite and 36 feet Westerly of Engineer's Station 123+40 on said center line; thence North along said last mentioned West line to the Northerly line of said property; thence Westerly along the Northerly line of said property to the point of beginning.

Site Number: 3628

Property Address: 4995 North River Road

City: Keizer State: Oregon

Exhibit B

LIST OF DOCUMENTS

- Site History Study by SAFE Research, Inc., dated July 30, 1993
- Report Of Geotechnical Services, Subsurface Contamination Study by GeoEngineers, Inc., dated February 27, 1990
- Interim Report Of Remedial Monitoring Services, Underground Storage Tank Removal, by GeoEngineers, Inc., dated March 20, 1991
- Quarterly Report, Results of Drilling and Analytical Testing of Soil and Ground Water by GeoEngineers, Inc., dated January 6, 1992
- Report Of Geoenvironmental Services, Supplemental Remedial Action by GeoEngineers, Inc., dated January 7, 1993
- Results of Quarterly Ground Water Monitoring and Sampling January 1993, by GeoEngineers, Inc., dated February 9, 1994
- Request For Approval to Dispose of Treated Soil by GeoEngineers, Inc., dated May 13, 1994
- Results of Quarterly Ground Water Monitoring and Sampling May 1994, by GeoEngineers, Inc., dated July 13, 1994
- Results of Quarterly Ground Water Monitoring and Sampling September 1994, by GeoEngineers, Inc., dated November 28, 1994
- Results of Geoenvironmental Services, Supplemental Remedial Action, by GeoEngineers, Inc., dated December 8, 1994
- No Further Action Letter from Dave Belyea, Environmental Specialist, Oregon Department of Environmental Quality dated January 4, 1995.

Site Number: 3628
Property Address: 4995 North River Road
City: Keizer State: Oregon

SPECIAL FLOOD HAZARD AREA DISCLOSURE

This property is located in a Special Flood Hazard Area. Federal law requires that as a condition of obtaining federally related financing on most properties located in "flood zones," banks, savings and loan associations, and some insurance lenders must require that flood insurance be carried where the property, real or personal, is security for the loan.

EXHIBIT "C"

DEED CONDITIONS

Acceptance of title to the Property more particularly described in the Deed to which these Deed Conditions are attached is expressly conditioned upon the following provisions:

1. As used herein, the following terms shall have the respective meanings set forth below:

"Agency" shall mean any federal, state, or local government authority actually asserting jurisdiction over conditions of Contamination over the Property.

"Applicable Contamination" shall mean any Contamination which resulted during Unocal's ownership of the Property from Unocal's products or related wastes, or from Unocal's use of the Property as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities.

"Contamination" shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

"Property" shall mean that certain real property described on Exhibit "A" hereto.

"Sale Agreement" shall mean that certain Agreement for Sale of Real Property and Escrow Instructions executed by Unocal, as Company, and Owner, as Buyer, pertaining to the Property and resulting in recordation of this Agreement.

"Owner Group" shall mean, individually and collectively, Owner and its parent, subsidiary and affiliated companies; their respective agents, employees, partners, officers, shareholders and directors; their respective guardians, trustees, executors and administrators; their respective successors and assigns; and any subsequent owner of any interest whatsoever and however acquired in the Property.

2. Owner Group, by accepting title to the Property, acknowledges that:

(a) The Property has been used, among other uses, as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities, and that underground tanks were located thereon;

(b) Unocal has remediated any Applicable Contamination found in, on, or about the Property in compliance with Agency requirements applied to the Property by said Agency, and Unocal has obtained a "no further action" letter from the Agency;

(c) Notwithstanding the remediation of Applicable Contamination as described

above, some Contamination may remain in, on, or about the Property, and Owner has released Unocal in the Sale Agreement with respect to Contamination and remediation thereof.

(d) Unocal has agreed, in the Sale Agreement, for the benefit of Owner but not Owner's successors or assigns, to remediate any Applicable Contamination for a period of five (5) years from the date hereof as mandated by an Agency, upon the terms and conditions contained in the Sale Agreement.

3. Owner Group, by accepting title to the Property, acknowledges that the following provisions are binding upon Owner Group:

It is the express intent of the parties that except as expressly contained in Section 2(d) hereof (i) the risk of any Contamination on, within or emanating from the Property shall shift to Owner, and (ii) Unocal shall have no obligation for any Contamination, on, within or emanating from the Property, including but not limited to any remediation thereof. Expressly, but without limiting the generality of the foregoing, Unocal shall have no liability for remediation of any Contamination of the Property, for changes in any law, regulations, guidelines, or other criteria concerning appropriate levels of cleanup of such Contamination, or for any third-party claims resulting from any such Contamination. Owner, for itself and the Owner Group, hereby releases Unocal from all claims, liability, damages, demands, costs, and causes of action of all kinds arising out of or in connection with the existence, assessment or remediation of Contamination upon, under, in, or emanating from the soils or groundwater of the Property, including without limitation any claims for bodily injury, illness, death, property damage, any special, indirect or consequential damages, loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury or illness, trespass, nuisance or otherwise for any response costs it may incur with respect to the Property under any existing or future federal, state or local law, statute, ordinance, regulation, legal cause of action or theory of any kind, including but not limited to any claim under CERCLA (42 USC 9601 et seq.), RCRA (42 USC 6901 et seq.) or similar or comparable state, federal, or local laws (individually and collectively, "Released Claims"). Owner, for itself and the Owner Group, further recognizes that there is a risk that subsequent to the close of escrow Owner or a member of the Owner Group will incur Released Claims or suffer loss, damage or injuries which are in some way caused by the matters which are the subject of this release and which may be unknown or unanticipated at the time of close of escrow, and Owner, for itself and the Owner Group, assumes this risk and agrees that this release shall apply to all such unknown or unanticipated Released Claims, loss, damage, or injury, and hereby waives any and all rights under California Civil Code §1542 which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4. Owner, by accepting title to the Property, further acknowledges for itself and the Owner Group that:

(a) The provisions contained herein are not a representation or warranty by Unocal that the Property contains no Contamination or Applicable Contamination;

(b) The provisions contained herein are not an admission by Unocal as to the existence of any Contamination or Applicable Contamination on the Property;

(c) The provisions contained herein are not an indemnity by Unocal of Owner, any member of the Owner Group, or any third party regarding any environmental or other matter concerning the Property; and

(d) The provisions contained herein create no rights in Owner, any member of the Owner Group, or any third party.

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"Contamination" shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

"Property" shall mean that certain real property described on Exhibit "A" hereto.

"Sale Agreement" shall mean that certain Agreement for Sale of Real Property and Escrow Instructions executed by Unocal, as Company, and Owner, as Buyer, pertaining to the Property and resulting in recordation of this Agreement.

"Owner Group" shall mean, individually and collectively, Owner and its parent, subsidiary and affiliated companies; their respective agents, employees, partners, officers, shareholders and directors; their respective guardians, trustees, executors and administrators; their respective successors and assigns; and any subsequent owner of any interest whatsoever and however acquired in the Property.

2. Owner Group, by accepting title to the Property, acknowledges that:

(a) The Property has been used, among other uses, as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities, and that underground tanks were located thereon;

(b) Unocal has remediated any Applicable Contamination found in, on, or about the Property in compliance with Agency requirements applied to the Property by said Agency, and Unocal has obtained a "no further action" letter from the Agency;

(c) Notwithstanding the remediation of Applicable Contamination as described

above, some Contamination may remain in, on, or about the Property, and Owner has released Unocal in the Sale Agreement with respect to Contamination and remediation thereof.

(d) Unocal has agreed, in the Sale Agreement, for the benefit of Owner but not Owner's successors or assigns, to remediate any Applicable Contamination for a period of five (5) years from the date hereof as mandated by an Agency, upon the terms and conditions contained in the Sale Agreement.

3. Owner Group, by accepting title to the Property, acknowledges that the following provisions are binding upon Owner Group:

It is the express intent of the parties that except as expressly contained in Section 2(d) hereof (i) the risk of any Contamination on, within or emanating from the Property shall shift to Owner, and (ii) Unocal shall have no obligation for any Contamination, on, within or emanating from the Property, including but not limited to any remediation thereof. Expressly, but without limiting the generality of the foregoing, Unocal shall have no liability for remediation of any Contamination of the Property, for changes in any law, regulations, guidelines, or other criteria concerning appropriate levels of cleanup of such Contamination, or for any third-party claims resulting from any such Contamination. Owner, for itself and the Owner Group, hereby releases Unocal from all claims, liability, damages, demands, costs, and causes of action of all kinds arising out of or in connection with the existence, assessment or remediation of Contamination upon, under, in, or emanating from the soils or groundwater of the Property, including without limitation any claims for bodily injury, illness, death, property damage, any special, indirect or consequential damages, loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury or illness, trespass, nuisance or otherwise for any response costs it may incur with respect to the Property under any existing or future federal, state or local law, statute, ordinance, regulation, legal cause of action or theory of any kind, including but not limited to any claim under CERCLA (42 USC 9601 et seq.), RCRA (42 USC 6901 et seq.) or similar or comparable state, federal, or local laws (individually and collectively, "Released Claims"). Owner, for itself and the Owner Group, further recognizes that there is a risk that subsequent to the close of escrow Owner or a member of the Owner Group will incur Released Claims or suffer loss, damage or injuries which are in some way caused by the matters which are the subject of this release and which may be unknown or unanticipated at the time of close of escrow, and Owner, for itself and the Owner Group, assumes this risk and agrees that this release shall apply to all such unknown or unanticipated Released Claims, loss, damage, or injury, and hereby waives any and all rights under California Civil Code §1542 which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4. Owner, by accepting title to the Property, further acknowledges for itself and the Owner Group that:

(a) The provisions contained herein are not a representation or warranty by Unocal that the Property contains no Contamination or Applicable Contamination;

(b) The provisions contained herein are not an admission by Unocal as to the existence of any Contamination or Applicable Contamination on the Property;

(c) The provisions contained herein are not an indemnity by Unocal of Owner, any member of the Owner Group, or any third party regarding any environmental or other matter concerning the Property; and

(d) The provisions contained herein create no rights in Owner, any member of the Owner Group, or any third party.

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"Contamination" shall mean any hazardous or toxic material, substance, chemical or waste, contaminant, emission, discharge or pollutant or comparable material listed, identified or regulated pursuant to any federal, state or local law, ordinance or regulation which has as a purpose the protection of health, safety or the environment, including but not limited to petroleum or petroleum products or wastes derived therefrom.

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"Sale Agreement" shall mean that certain Agreement for Sale of Real Property and Escrow Instructions executed by Unocal, as Company, and Owner, as Buyer, pertaining to the Property and resulting in recordation of this Agreement.

"Owner Group" shall mean, individually and collectively, Owner and its parent, subsidiary and affiliated companies; their respective agents, employees, partners, officers, shareholders and directors; their respective guardians, trustees, executors and administrators; their respective successors and assigns; and any subsequent owner of any interest whatsoever and however acquired in the Property.

2. Owner Group, by accepting title to the Property, acknowledges that:

(a) The Property has been used, among other uses, as a facility for the sale or resale of gasoline or other petroleum products and/or the performance of automotive service activities, and that underground tanks were located thereon;

(b) Unocal has remediated any Applicable Contamination found in, on, or about the Property in compliance with Agency requirements applied to the Property by said Agency, and Unocal has obtained a "no further action" letter from the Agency;

(c) Notwithstanding the remediation of Applicable Contamination as described

above, some Contamination may remain in, on, or about the Property, and Owner has released Unocal in the Sale Agreement with respect to Contamination and remediation thereof.

(d) Unocal has agreed, in the Sale Agreement, for the benefit of Owner but not Owner's successors or assigns, to remediate any Applicable Contamination for a period of five (5) years from the date hereof as mandated by an Agency, upon the terms and conditions contained in the Sale Agreement.

3. Owner Group, by accepting title to the Property, acknowledges that the following provisions are binding upon Owner Group:

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(a) The provisions contained herein are not a representation or warranty by Unocal that the Property contains no Contamination or Applicable Contamination;

(b) The provisions contained herein are not an admission by Unocal as to the existence of any Contamination or Applicable Contamination on the Property;

(c) The provisions contained herein are not an indemnity by Unocal of Owner, any member of the Owner Group, or any third party regarding any environmental or other matter concerning the Property; and

(d) The provisions contained herein create no rights in Owner, any member of the Owner Group, or any third party.



URBAN RENEWAL AGENCY BOARD
May 17, 1999

AGENDA ITEM 4a

APPROVAL OF MAY 3, 1999 AGENCY MINUTES

MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, May 3, 1999
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Chair Newton called the Urban Renewal Agency meeting to order at 6:02 p.m.

Roll Call was taken as follows:

Present:

Bob Newton ~ Chair
Craig Campbell
Lore Christopher (arrived at 6:31 p.m.)
Jim Keller
Jerry McGee
Jacque Moir
Garry Whalen

Staff:

Wally Mull, City Manager
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

**ADMINISTRATIVE
ACTION**

**a. Keizer Heritage
Foundation Grant
Agreement**

City Attorney, Shannon Johnson explained Jim Hupy and Clark Williams met with him to discuss issues regarding the grant agreement.

Mr. Johnson distributed additional information and explained that the Keizer Heritage has a firm commitment from the National Guard for the parking lot site work. With this commitment the actual amount for the parking lot is reduced from the estimated \$50,000 to \$25,000 or less. It was suggested by Mr. Hupy and Mr. Williams to reduce the approximate 55% figure from \$274,000 to \$249,000 acknowledging the savings. Mr. Johnson explained that if the minimum amount to be collected was \$249,000 that the Keizer Heritage Foundation would still be collecting 55% of the estimated costs including the \$34,000 contingency amount.

Mr. Johnson clarified that the Keizer Heritage Foundation was interested in reducing the amount expended prior to

the requirement that the Agency disburse grant funds. It was suggested that the amount be reduced by the same \$25,000. (Noting that the approximate amount to be expended would be \$215,000, \$274,000 less contingencies of \$34,000 and a parking lot credit of \$25,000 work the National Guard will be performing.)

Mr. Johnson explained in accepting this proposal the Agency could end up paying more in actual cash than the Keizer Heritage Foundation, and he felt this was not the Agency's intent. Mr. Johnson felt he could not finalize the document until he received input from the Agency.

Mr. Keller referred to the Urban Renewal Agency minutes of February 16, 1999 Page 4. Mr. Keller indicated he thought the decision of what would be considered as part of the overall costs would include the construction bid, contingency estimates and parking lot construction. Mr. Keller explained at the time of this decision, they did not know whether the National Guard would be participating. Mr. Keller explained that the Agency assumed this would be part of the costs and the 55/45 split and was in concert with the original discussion.

Responding to questions Mr. Johnson indicated that figures, which he had received from Mr. Hupy stated that the approximate cost of the project including contingencies, but not including furnishings and equipment is \$498,000. Mr. Johnson shared that the split would mean that \$274,000 would come from the Keizer Heritage Foundation and \$224,000 from the Urban Renewal Agency. Mr. Johnson shared that this did not take into account the contingency or in-kind amount for the National Guard's work. Mr. Johnson noted to the Agency how would they want this to be accounted for. Would the Agency wish to have the Foundation pay \$274,000 if the project comes in at or below budget then the Urban Renewal Agency would pay less than 45% share.

Mr. Johnson shared that the contingencies are part of the calculation presented. Mr. Johnson noted as long as there were no substantial cost over runs this calculation would accommodate the Keizer Heritage Foundation.

Mr. Keller noted he was confident that the contractor's numbers would be accurate and does not see any cost overruns.

Mr. McGee shared that he felt the contingency should be removed as Mr. Johnson's supplemental staff report displays.

Chair Newton expressed his concern that the Keizer Heritage would be required to spend all of its funds before the Urban Renewal funds would be contributed.

Jim Hupy reviewed the history of the project noting it started out as a \$500,000 project. Mr. Hupy stated that the Keizer Heritage Foundation would be entering into a contract with Phair Construction for the bid amount of \$355,529. Mr. Hupy explained that the wording on the contract with Phair Construction states if there were any overrun that it would be the responsibility of the contractor and not the City or the Keizer Heritage Foundation.

Mr. Hupy felt that an in-kind donation and a dollar donation were one in the same as it contributed the same buying power and value to the project. Mr. Hupy went on to explain that the split would remain the same at 55/45 and made note to the Agency regarding Mr. Johnson's memo and that option number one would be agreeable to the Foundation.

Al Rasmus, Project Manager indicated the split should be 55/45 even if there happened to be cost overruns. Mr. Rasmus stressed that he felt in-kind is the same as cash and that the Foundation should not be penalized because of this.

Responding to questions Mr. Rasmus indicated that at the end of the fund raising process any donations received would go towards the dollar amount that was bid out. This would result in savings to the contractor who in turn would ask for the reduction in writing to be able to provide to the Agency.

Mr. McGee reiterated that a pledge and an in-kind contribution are different in their concept. He went on to state that he felt that any in-kind contribution should be delivered and used before being scored as an in-kind donation. Mr. McGee agreed that the Foundation should not have to deplete their last dollar before being allowed to use Urban Renewal money and wanted some type of statement to include this.

Agreeing with Mr. McGee, Mr. Keller believed that on July 1 any in-kind donations would count towards the

Foundations goal. However, before the Agency would release any money the in-kind would not be counted until the donation had actually arrived and been used for the project.

Mr. Keller stated his understanding of previous discussions with the Agency that once details were finalized the City Manager would oversee the disbursement of funds.

Mr. Johnson asked the Agency to consider if they wished to have a maximum amount for in-kind or if the Agency considered this an issue.

Mr. Rasmus interjected that the City had committed to a 45% amount. He stated that the in-kind amount is the same value whether it is in cash or goods. Mr. Rasmus shared that the actual cash out of pocket may be less but would be able to be used for other needs.

Responding to questions Mr. Rasmus indicated that \$464,000 is the number which the Foundation is working towards with the City's contribution being approximately \$210,000.

It was the consensus of the Agency that in-kind donations would count dollar for dollar, and that the Keizer Heritage Foundation would have to spend 55% of the actual costs with the in-kind amount accounting towards this percentage.

Mr. Keller moved a motion that the Keizer Heritage Foundation would have on hand by July 1, 1999, in order to qualify for the grant, cash and in-kind donations in the amount of \$274,102.62. Secondly the Keizer Heritage Foundation should expend the entire minimum donated amount including in-kind funds. Ms. Christopher seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION-
Approving the Fourth
Amendment to the North
River Road Urban
Renewal Plan**

Ms. Moir requested a change to the Background portion of the "Fourth Amendment to the North River Road Urban Renewal Plan: paragraph one that the last sentence be changed to read: The Renewal Agency contribution will be "up to" \$250,000, which is only a portion of the total cost of the project. Also under Exhibit B below Findings add the wording "up to" \$250,000.

Mr. Keller moved a Resolution of the City of Keizer Urban Renewal Agency approving the Fourth Amendment to the North River Road Urban Renewal Plan as amended. Mr. Whalen seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

Items on the consent calendar were as follows:

a. Approval of the February 16, 1999 Agency Minutes

b. Approval of the March 1, 1999 Agency Minutes

Mr. Keller moved a motion for approval of the Consent Calendar. Ms. Moir seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

No other business was brought before the Urban Renewal Agency.

ADJOURNMENT

The meeting was adjourned at 6:52 p.m.

Tracy L. Davis

City Recorder

Bob Newton ~ Chair

BOARD MEMBERS:

Garry Whalen

Jacque Moir

Lore Christopher

Craig Campbell

Jim Keller

Jerry McGee

Minutes approved:

2. Grantee Required to Accumulate Minimum Donations. This grant is conditioned on Grantee accumulating minimum cash and written commitments for in kind donations of \$274,102.62 for completion of the Project. Such minimum donated amount shall be collected by Grantee no later than July 1, 1999. Evidence that the full amount is held by Grantee in collected funds and written commitments for in kind donations shall be presented to Agency in a manner reasonably acceptable to Agency. All donated funds/in kind donations (up to \$274,102.62) and grant funds shall be used exclusively for construction, engineering and architect costs only. Neither the donated amounts (including in kind donations), nor any grant funds shall be used for any other purpose, including, but not limited to Grantee's administrative expenses.

Change to the Urban
Renewal / KHZ
grant agreement
submitted by Shannon Johnson
May 17, 1999

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL

Monday, May 17, 1999

7:00 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

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

4. COMMITTEE REPORTS

- a. Parks Advisory Board Update – Chair Amy Ellison**
- b. Council Liaison Reports**
 - **Parks Advisory Board – Councilor Christopher**
 - **Community Policing Committee – Councilor Campbell**
 - **Bikeways Committee – Mayor Newton**
 - **Library Task Force – Mayor Newton**
 - **Planning Commission – Council President Whalen**
 - **Keizer Urban Renewal Board – Councilor Keller**
 - **Keizer Heritage Foundation – Councilor Keller**

5. OTHER BUSINESS

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

- a. New Business**
- b. Old Business**
 - **Year 2000 Update**
 - **Update on Nuisance Complaint at 5185 Verda Lane NE**

6. PUBLIC HEARINGS

- a. Appeal of Hearings Officer Decision – Whispering Firs – Case No. 99-03**
- b. Housing and Community Development Strategic Plan**

7. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** – Keizer Heritage Lease Amendment
- b. **ORDINANCE** – Approving the 5th Amendment to the North River Road Urban Renewal Plan

8. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing City Manager to Award Bid for River Road Manhole Conversions
- b. Approval of May 3, 1999 Regular Session Minutes

9. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications and petitions.

10. **AGENDA INPUT**

June 7, 1999

- 6:00 p.m. Urban Renewal Agency Meeting
 - 1999-2000 Urban Renewal Budget Public Hearing
 - Adoption of 1999-2000 Urban Renewal Budget
- 7:00 p.m. City Council Meeting
 - 1999-2000 City of Keizer Budget Public Hearing
 - Child Foster Homes Public Hearing
 - Traffic Safety Commission - Traffic Calming Devices
 - Parks Reservation Fees – Claggett Creek Park

June 21, 1999

- 7:00 p.m. City Council Meeting
 - Adoption of 1999-2000 City of Keizer Budget
 - Floating Structures Ordinance Public Hearing

July 6, 1999 (Tuesday)

- 7:00 p.m. City Council Meeting

11. **ADJOURN**

******NOTE: RECONVENE URBAN RENEWAL AGENCY MEETING******

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



May 17, 1999

AGENDA ITEM 5b

OLD BUSINESS

City Council Meeting: May 17, 1999

Agenda Item: 5b

TO: Mayor Newton and City Council Members

SUBJECT: Old Business Report

- **Y2k Report**
- **Update on 5185 Verda Lane NE Complaint**

**Y2K Report
(Dianne Hunt, Human Resources Officer)**

Dianne Hunt will give a verbal report on the status of the City's year 2000 preparation.

**5185 Verda Lane NE, Keizer
(Cheryl Vafakos, Code Enforcement/Zoning Technician)**

(attached is a status report from Cheryl Vafakos on the nuisance complaint at 5185 Verda Lane NE, Keizer)

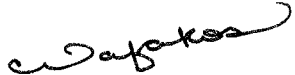
Note: If you have a matter that you would like to see under an old business report, please contact one of the members of the Council Management Committee to forward to the appropriate department.

COUNCIL MEETING: MAY 17, 1999

AGENDA ITEM NUMBER: _____

MEMO TO: MAYOR NEWTON AND CITY COUNCIL

THROUGH: WALLY G. MULL, CITY MANAGER

FROM: CHERYL VAFAKOS, CODE ENFORCEMENT/ZONING TECHNICIAN 

RE: 5185 VERDA LANE NE

DATE: May 13, 1999

I. BACKGROUND

At the May 3 1999 Council meeting a complaint was lodged regarding a hot house, junk and possible harborage of rhodents located at 5185 Verda Lane NE. The complainant lives directly across the street from this location.

II. ISSUE

Staff currently has an open code enforcement case on this property. The tenant at this location has made major progress towards cleaning the premise, however, there is still extensive abatement required. Two large dumpsters of debris, a large boat, and two vehicles have been removed. There are 5 to 6 vehicles, a camper, canopy, trailer and a hot house still on the property. There does not appear to be anything on the property that would attract rhodents. However the vegetation/landscaping is thick in this area and may be an attraction.

I spoke with the tenant on May 5, 1999 and he stated he had signed a rental agreement for a new residence. His lease is effective June 1, 1999 and will be moving from June 1 to June 30, 1999. The tenant volunteered to try to make the removal of the hot house one of his first priorities to move to the new property.

III. RECOMMENDATION

Informational purposes only.



May 17, 1999

AGENDA ITEM 6a

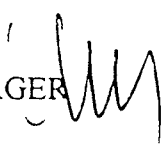
**APPEAL OF HEARINGS OFFICER DECISION – WHISPERING
FIRS SUBDIVISION - CASE NO. 99-03**

CITY COUNCIL MEETING: May 17, 1999

AGENDA ITEM NUMBER:

TO: MAYOR NEWTON AND COUNCIL COUNCIL

FROM: MARIA C. MEIER
ASSOCIATE PLANNER

THROUGH: WALLY MULL, CITY MANAGER 

DATE: MAY 10, 1999

SUBJECT: PUBLIC HEARING
APPEAL OF SUBDIVISION CASE 99-03
THE MEADOWS GROUP-APPLICANT

DISCUSSION:

This is an appeal of the Hearings Officer approval of Subdivision Case No. 99-03. The proposed subdivision is located at 7510 Wheatland Road and contains approximately 17.39 acres. The application proposes the creation of 90 lots within the Urban Transitional Zone.

The appellant is Derek Brown. The appeal regards development fees for regional storm and sewer improvements. Specifically, the appeal identifies the City's requirements for residential development in the area to conform to local and regional payback and reimbursement agreements. In addition, the appellant questions the conformance of the proposed subdivision to the master sewer plan.

The City Engineer's response to the appeal is attached as Exhibit "A" to this report. The following material is also attached:

- The Application
- Staff Report
- Comments submitted to the file
- Hearings Officer Decision
- Letter of Appeal

RECOMMENDATION:

It is recommended the Council:

1. Open and conduct the public hearing;
2. Give staff direction on the preparation of a draft order upholding, reversing, or modifying the Hearings Officer's decision.



Derek L. Brown and Associates, Inc.

6969 S.W. Hampton Street / Suite 101 / Portland, Oregon 97223 / (503) 639-8625 / Fax (503) 639-9575
Oregon CCB 58699

CL# 2131
Rpt# 7187

April 19, 1999

City of Keizer
Community Development Department
930 Chemawa Rd NE
Keizer OR 97303

Re: Subdivision Case No. 99-03 (The Meadows Group) Keizer, Oregon

The purpose of this letter is to appeal the Request for Subdivision/Preliminary Plat Approval in the above-referenced case for the following reasons whereby the city of Keizer has failed to follow and enforce their own policies and long range utility service goals.

Previously built residential developments in 1997 and 1998 (i.e., example - developments by the Chimento/Picullel Group and Derek L. Brown and Associates, to name a few) have had to build certain expensive regional storm and sewer infrastructures, primarily sewer. As a development condition of approval, the City assured developers that no other residential development in this area could take place without the City having all necessary local and regional payback and reimbursement agreements in place prior to any future development being approved, including agreements that may need to be in place with City of Keizer service providers (i.e., City of Salem and/or Marion County). In addition, there is nothing in these conditions of approval for this project that indicates that this project is adhering to the updated City of Keizer master sewer plan which calls for building a major trunk line all the way up Barnick Street and also should call for the formerly built Pinehurst development subdivision to be taken off of the temporary sewer pump station by Wheatland Road that it is currently served by and should have to be now placed on the new sewer trunk line that needs to be built up Barnick. There is also the criteria that this development as part of approval must pay its prorata share, i.e., payback agreement for regional storm facilities that have been built in Wheatland Road and on private developments adjacent to Wheatland Road and includes these improvements as they carry through the Lutheran Home off of Wheatland road.

The approval of this project #99-03 is in clear violation of these previous City-outlined conditions that were represented by the City.

In the conditions of approval of this project, it speaks nothing to the criteria of this development paying its prorata share for sewer improvements that already exist or payback/reimbursement for storm water improvements in the Wheatland Road area near the Lutheran Home.

Any and all reimbursement/payback agreements that have not been executed by and between the City (Public Works) and developers or owners of recently previous built projects in the North Keizer area must be executed and in place before other development can be approved.

Before, during and after construction of their projects, developers, their engineers and property owners have made repeated attempts to meet with City officials (i.e., Public Works) and come to written agreement. So far, there has been no response from the City to our engineers or our direct request to resolve this matter.

It is our position that all service districts that need to be formed, local reimbursement agreements, and regional reimbursement payback agreements and their amounts and terms must be agreed to by all parties and executed and in place by the City per the city's representation to the community and their own master sewer, water and storm written procedure/policy before any new development can be approved whatsoever in this area.

My organization, as well as several others, have spent upwards of \$250,000.00 on area-wide storm water systems for all of the property in the Wheatland Road, Clear Lake, Barnick and O'Neil Road areas of Keizer to provide adequate storm sewer service for all of the properties including this proposed subdivision and the developers only entered into these agreements because they were promised by the City that for storm and sewer that there would be payback agreements in place with agreed upon terms, forms of payment and dates of payment, etc.

In addition, these developers have also spent considerable sums of money on offsite sewer systems that need payback agreements because they service other properties as well.

If necessary, at the City council meeting, we will provide background and evidence.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Derek L. Brown', with a long horizontal flourish extending to the right.

DEREK L. BROWN, President



Phone: 390-3700 • Fax: 393-9347
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

TO: Mayor and City Council

THROUGH: Wally Mull, City Manager

FROM: Rob Kissler, Public Works Director
William I. Peterson, P.E., City Engineer

DATE: May 10, 1999

SUBJECT: Derek L. Brown and Associates, Inc.
Appeal of Subdivision Case No. 99-03
Whispering Firs Subdivision

Mr. Brown, in his letter of appeal, raises several issues, most of them related to requirements of the Public Works Department. The entire Public Works Department comments to the Community Development Department were made a condition of approval of the subdivision by the Hearings Officer. We have enclosed that information for your review.

The following is a response to the issues raised in the above referenced letter:

1. Mr. Brown is correct in his statement that the developers of projects in the Wheatland Road are have spent thousands of dollars towards the improvement of a regional storm water system. The conditions of development of each of the projects was the same; that an approved storm drainage system had to be in place that complied with the overall master drainage plan for this area of Keizer. The developers elected to pool their resources for each project and have one system installed that would meet all of their needs as well as providing for the balance of the area that was in their drainage basin. The final plans have been in place for this area for some time now and the only item left to be resolved is the certification of their engineer that all outstanding bills for the project have been paid. The Department of Public Works has yet to receive the required certification.

In order to allow the Whispering Firs Subdivision to proceed the Department of Public Works placed a condition on the approval as follows:

- a.) *The developer's engineer shall submit an overall storm drainage plan that will provide service to this development consistent with the City Master Storm Drain Plan for this area of Keizer prior to submitting street plans for approval or issuance of any permits for construction of the proposed development. **Any pay backs for previous developers in effect for earlier master drainage facilities shall be resolved prior to issuance of permits for the subject property.***

“Pride, Spirit and Volunteerism”

The Public Works Department feels that the above wording in the approval of Subdivision Case 99-03 is adequate to assure Mr. Brown and others that participated in the construction of the master plan facilities that they will receive a fair share pay back from the developers of the Whispering Firs Subdivision.

2. Mr. Brown has raised the issue of when the sanitary sewer trunk line from the pump station on Wheatland Road to the interceptor in O'Neil Road should be constructed. The Department of Public Works has placed language in the approval that clearly requires the construction of the trunk line as a condition of approval:

*The subject property is located outside of the original Keizer Sewer District. Therefore a sanitary sewer trunk line acreage charge will be required. The acreage charge will be the amount currently in effect when permits are issued for the development. It is the developer's responsibility to connect the proposed development to the appropriate sewer lines designed to serve the area. **A sewer trunk line is required from the existing pump station (Cedar Park) in wheatland Road to O'Neil Road. The trunk line will be constructed through the subject property and easterly through the Barnick Road right of way.***

The Public Works Department feels that the condition placed on the Whispering Firs Subdivision will require the completion of the master sewer plan in this area of Keizer. The condition is consistent with other developments that have been required to construct portions of the master sewer plan.

3. Mr. Brown states in the next to last paragraph of his letter "In addition, these developers have also spent considerable sums of money on offsite sewer systems that need payback agreements because they service other properties as well."

Mr. Brown constructed an offsite sanitary sewer line in lieu of constructing a portion of the master sewer system. He was allowed to construct the offsite sewer with the clear understanding that he would receive no reimbursement for this line since it did not conform to the master sewer plan. A letter was sent to the engineer for the Edgemoore Estates project in response to his request to change the sanitary sewer plans for that project to provide the extra depth necessary to serve the mobile home park and adjacent property. The depth being proposed and the 8 inch line size was not compatible with any Master Sewer Plan lateral. The letter clearly pointed out that no reimbursement for the construction from the sewer trunk fund would be allowed.

The Public Works Department feels that the conditions placed on the Whispering Firs Subdivision are similar to all of the developments that have been constructed in this area of Keizer.

November 14, 1996

Multi-Tech Engineering
1155 13th Street SE
Salem, Oregon 97302



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

ATT: Mr. Mark Grenz, P.E.
RE: Revision to plans for Edgemoore Estates
Revised Plans We Have Dated November 14, 1996

Dear Mark:

Enclosed are 2 sets of plans for the sanitary sewers for Edgemoore Estates. We have marked on the plans "approved subject to conditions". The conditions are outlined in this letter.

1. Please take necessary steps to provide revised drawings to the City of Salem Department of Public Works. I have called them and talked to Ted Cassidy regarding our approval.
2. The deepening of the sewer line is not a reimburseable expense from the City of Keizer or the sanitary sewer trunk fund. Any arrangements your client makes with other developers for paying for the deeper line are not sanctioned by the City of Keizer since we do not have any plans for the extension of the deeper line to other property. The deeper line will not be considered a part of the sewer trunk lines for this part of Keizer.
3. Future connections to any of the sewer lines within the Edgemoore Estates Subdivision are subject to approval by the City of Keizer. No sewer laterals are to be extended from the approved lines without determination that adequate easements and separations from existing buildings, wells, etc. are available.
4. The revised plans are to be constructed in accordance with the earlier plans approved by the City of Keizer. No changes in any other portions of the approved plans shall be permitted.
5. The developer of the Leewood Meadows Subdivision is assuming that he will be able to use the water and sewer lines in O'Neil Road when construction is completed to his north property. We have not yet agreed to a process that separates the construction into phases. If the intent is to phase the sewer trunk and water main in O'Neil Road, as outlined in earlier plans submitted by your office, the City will need adequate assurance that completion of the balance of the work will be done in a timely manner as per the approved plans.

If you have any questions as to the conditions outlined in this letter, please contact me at your earliest convenience.

Yours truly,

William I. Peterson, P.E. City Engineer

cc: Wally Mull, Public Works Director
Scott Peterson

Administration
Public Works
Community Development
Municipal Court
Phone 503.390.3700
Fax 503.393.9437
Police (business only)
Phone 503.390.3713
Fax 503.390.8295

Incorporated 1982
Pride, Spirit, Volunteerism

APPLICATIONS RETURNED BY MAIL WILL NOT BE ACCEPTED

1. **Applicant Name** **Address, City, and Zip Code**
The Meadows Group PO Box 21209, Keizer, OR 97307
Daytime Phone Number 390-2900
2. **Agent Name** **Address, City, and Zip Code**
Mark Grenz, P.E., IC. 1155 13th Street SE, Salem OR 97302
Daytime Phone Number 363-9227
3. **Property Owner(s) Name** **Address, City, and Zip Code**
Thomas R. Mason & Karen M. Mason 7510 Wheatland Rd N., Keizer OR 97303
Elaine C. Mason 7510 Wheatland Rd N., Keizer OR 97303
4. **Contract and/or Mortgage Holder Name** **Address, City, and Zip Code**

5. This application is made for conceptual approval of a proposed 91 lot Subdivision to be known as Whispering Firs.
6. Street Address of subject property 7510 Wheatland Rd N., Keizer OR 97303.
7. Acreage to be subdivided: 17.39 acres.
8. Number of lots to be created: 91.
9. Range of lot sizes: Smallest 5000 (acres/square feet)
Largest 10,806 (acres/square feet)
Average 6283 (acres/square feet)

10. Please provide a written response to the following Review Criteria as specified in Section 3.108.04 of the Keizer Land Development Code.
- A. The proposal shall comply with the applicable development standards in Section 2.405 and Section 2.310 as appropriate, including provisions for street and utilities.
 - B. Each lot shall satisfy the dimensional standards and density standard of the applicable zoning district, unless a variance from these standards is approved.
 - C. Adequate public facilities shall be available to serve the existing and newly created parcels.
11. Please attach 15 copies of preliminary plan with required information as noted on attached information sheet.
12. **THE APPLICANT(s) SHALL CERTIFY THAT:**
- (a) the above subdivision request does not violate any deed restrictions that may be attached to or imposed upon one, both, or all of the subject properties.
 - (b) If the application is approved, the applicant(s) will exercise the rights granted in accordance with that approval and will be subject to all conditions and limitations of approval.
 - (c) All of the above statements and the statements included on the plot plan and exhibits attached to the plot plan are true to the best of the applicants knowledge; and the applicants acknowledge that any permit issued on the properties may be revoked if it is found that any statements are false.
 - (d) The applicant(s) acknowledge that this application and all applicable policies and criteria have been read and understood, and that the requirements and criteria for approving or denying the application are also understood.

SIGNATURE(s) of APPLICANTS

NOTE: If the applicants are not the property owner, the current property owner **MUST** sign the application.

The Meadows Group LLC Thomas Madsen Karen M Madsen
by G. Rei Spoth - member Thomas Madsen trustee

Dated this 28th day of JANUARY, 1999.

AGENT AUTHORIZATION

Fill out and sign this portion of the application if you (the applicant) are going to designate another individual as your agent. By signing this section you authorize the person named to act as your agent and agree to be bound by all representations and agreements made by the designated agent.

I, LEE Sjöthun, hereby authorize Mark Grenz, P.E., IC. to act as my representative and agent in all matters pertaining to the processing and approval of this land use application, and agree to be bound by all representations and agreements made by the above designated agent.

A. Lee Sjöthun
Applicant's Signature

Date

Applicant's Signature

Date

FOR OFFICE USE ONLY

Section 23CD Township 6 Range 3W

Tax Lot Number(s) 700, 800

Zone VT

(Also: 063W 26BA TaxLot 100
+
063W 23DC Taxlot 1400)

Application elements submitted:

☒ (a) Title transfer

☒ (b) Plot plan (15 copies)

☒ (c) Applicant Statement/questions

☒ (d) Filing fee

2/1/99 mm
Date application determined complete

Maria Meier
Application accepted by



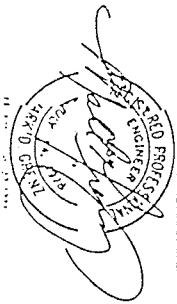
VICINITY MAP



SCHOOL SITE

BY OTHERS

MULTI/TECH ENGINEERING, LTD. P.C.
LIABILITY IF NOT STAMPED AFFECTED

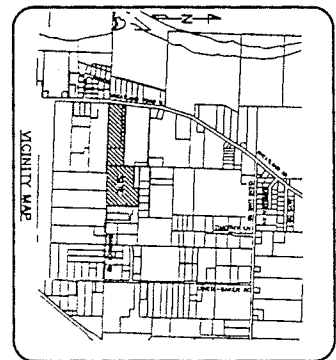


NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER.
DIMENSIONS & NOTES TAKE PRECEDENCE OVER GRAPHICAL REPRESENTATION.

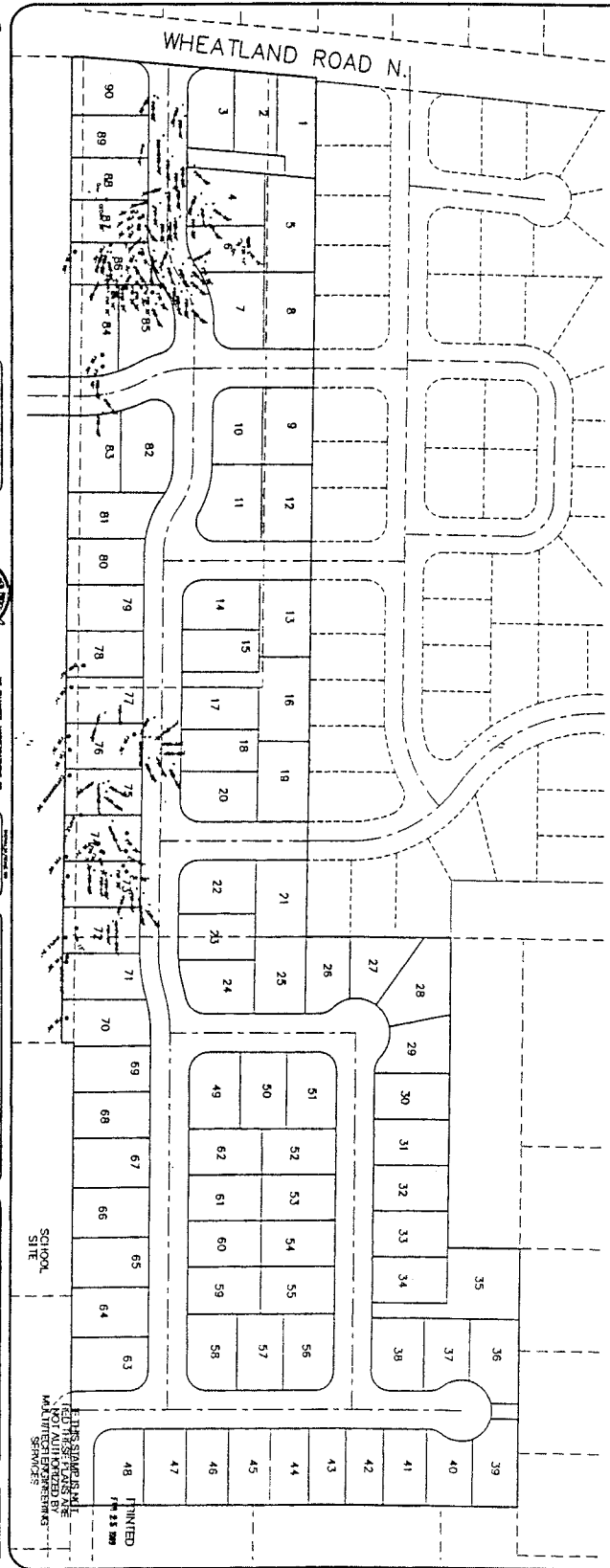
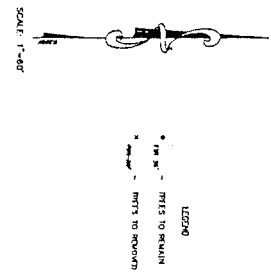
Design: M.D.G.
Drawn: J.P.H.
Checked: M.D.G.
Date: 1/97
Scale: AS SHOWN
As-Built: _____

WHISPERING
FIRS

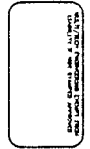
Proposed Subdivision



NOTES:
 TREES TO BE REMOVED FROM R.O.W. &
 BUILDING ENVELOPES
 REPLACEMENT TO BE WITH
 SUNSET MAPLES - 2/LOT
 STREET TREE PLAN TO BE PROVIDED
 WITH CONSTRUCTION DRAWING FOR
 THE DEVELOPMENT
 ESTIMATED 75 TREES REMOVED
 REPLACEMENT - 180 TREES



MULTI/TECH
 ENGINEERING, ARCHITECTURE, &
 LANDSCAPE ARCHITECTURE
 1100 N. 1st St., Suite 200
 Phoenix, AZ 85004
 Phone: (602) 254-1100
 Fax: (602) 254-1101



WE HEREBY CERTIFY THAT THE
 INFORMATION CONTAINED HEREIN
 IS TRUE AND CORRECT TO THE
 BEST OF OUR KNOWLEDGE AND
 BELIEF.

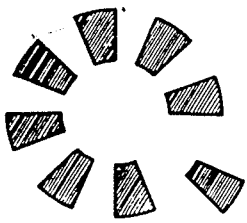
DATE: 1/21/2008
 BY: J. L. BROWN
 J. L. BROWN, L.A.S.C.
 LANDSCAPE ARCHITECT

WHISPERING FIRS

TREE PLAN

Drawing Number: **3620**
 Sheet Number: **1 of 1**

Tree Plan



**MULTI
TECH**
ENGINEERING SERVICES, INC.

CONSULTANTS

1155 13th Street, S.E.

Salem, Oregon 97302

(503) 363-9227

Whispering Firs

Supplemental Information

Compliance with applicable portions of Section 2.310 of the Development Code:

2.310.03 Standards for Lot or Parcels, Lot Line Adjustment Required

- A. Minimum Lot area. This development contains lots, all of which meet or exceed the minimum lot standards noted for a development in an RS zone. The lot sizes within the development range from a small of 5,000 square feet to 10,806 square feet, with the average lot size being 6,283 square feet.
- C. All of the lots meet the Lot Width and Depth requirements.
- D. Access.

All of the lots meet the access requirements as noted. Lots 1, 2, and 3 are to be accessed from a private access way. Lots 16 and 35 are to be flag lots and the balance of the lots will have frontage on streets that meet the current requirements of the code.

- E. Flag Lots.

Lots 16 and 35 are proposed to be flag Lots. It is the only reasonable method to service these two lots. The depth and configuration of the site lends to a good layout with the

exception of these two areas. The two lots will be serviced by a 20 foot wide strip and will have a minimum of a 12 foot wide improvements. The access strip has not been included in any area calculations that are necessary to meet the minimum area for this zone.

- F. We have not through lots proposed.
- G. The side lot lines for all of the lots to the extent possible are perpendicular to the right-of-way. All of the rear lot lines are more than one-half of the front lot line.
- H. We will provide utility easements were necessary on the project site.

2.310.04 Additional Design Standards

A. Block Standards

The development complies with all of the block standards

B. Traffic Circulation

The development has been laid out with the connection of all of the streets stubbed to the area and the goal for future extensions both north and east. Access is taken from Wheatland Road

C. Connectivity.

This development meets the goals of this element of the code. No additional pedestrian/bicycle access ways are proposed at this time.

2.310.06 Improvement Requirements - Subdivisions

A. Frontage Improvements

It is intended to complete full frontage improvements along Wheatland Road

B. Project Streets

All of the streets proposed within this project will meet the requirements of Section 2.302 of the development code.

C. Monuments

All of the required monuments will be installed in the project as required by this code.

D. Bench Marks.

It is our intention to set permanent bench marks in the project at points agreed to by our office and the City Engineer.

E. Surface Drainage and Storm sewer Systems

The main drainage system for this development will be to the North Keizer Drainage Improvements that were constructed in 1997 in Wheatland Road. This project area was included in that design. The system and the development will be designed in a manner that will prevent any impacts on adjacent properties.

F. Sanitary Sewers

This development will construct the necessary sanitary sewer facilities in accordance with the requirements of the City of Keizer and their master plan. Such determinations shall be made at the time of the detailed engineering for the project. The

master plan for the area does make clear that adequate sanitary sewer facilities exist or can be provided to the area.

G. Water System

This development will install water mains in accordance with the requirements of the City of Keizer and the Water Master Plan for this area. The existence of the 12 inch water main in Wheatland Road and the connection to the system to the south should mean that adequate water facilities exist or can be provided to the area.

H. Sidewalks

It is the intention of this development to provide the necessary sidewalks along all public streets.

I. Street Lights

Street lights will be installed in the project in accordance with the standards and the requirement of the City of Keizer

J. Street Signs

Street signs will be installed per the requirements of the City of Keizer.

K. Public Works Requirements.

All of the proposed improvements for this project will meet the requirements of the City of Keizer Public Works Standards.

L. Curb Cuts

All curb cuts that are installed with the improvements of this project will be to the standards of the City of Keizer.

M. Street Trees

This development will provide a street tree plan for the project, if it is determined that street trees will be required along any of the streets.

N. Grading and Filling

We do not envision any fills in this project site to be in excess of 18 inches. It should be noted that within this development, any fills greater than 12 inches will be constructed under the supervision of the project engineer and will be designed to provide the minimum of 1,500 pounds per square foot of soil bearing capacity.

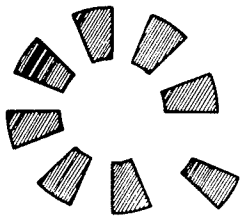
O. Financial Requirements.

This project will comply with the requirements of the City of Keizer with respect to the performance and maintenance bonds for the project.

To the best of our ability, we have determined that all of the proposed lots within the project meet or exceed the dimensional standards and density standards for a development within an RS zone.

No variances have been requested with the application.

We have determined that adequate public facilities exist, or can be provided to meet the needs and impacts of this development. Many of those elements have been discussed above.



**MULTI
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ENGINEERING SERVICES, INC.

CONSULTANTS

1155 13th Street, S.E.

Salem, Oregon 97302

(503) 363-9227

February 12, 1999

Amy Drought
City of Keizer
930 Chemawa Road NE
Keizer, OR 97307-1000

RE: Whispering Firs
Preliminary Plan

Dear Amy:

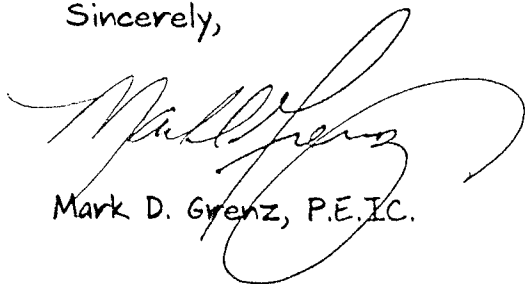
Attached please find 10 copies of the revised Preliminary Subdivision Plan for the Whispering Firs development for Reimann Associates.

You will note that we have made the change in the southeast corner of the development, that shows the extension of the street in a manner that can connect to Barnack Road.

We would like to be clear that we do not agree with this requested modification and make the change at your request.

If you have any questions, please contact our office.

Sincerely,



Mark D. Grenz, P.E., I.C.

STAFF RECOMMENDATION

SUBDIVISION CASE No. 99-03

TO: Barry Adamson, Keizer Hearings Officer

FROM: Maria C. Meier, Associate Planner

SUBJECT: Subdivision Case No. 99-03

DATE: February 18, 1999

The Planning staff reviewed the above referenced case and offers the following comments.

I. GENERAL INFORMATION

- A. **APPLICANT:** The Meadows Group
- B. **PROPERTY LOCATION:** The subject property is located at 7510 Wheatland Road N, (T6S, R3W, Section 23CD, Tax Lots 700 and 800; T6S, R3W, Section 26BA, Tax Lot 100; and T6S, R3W, Section 23DC, Tax Lot 1400 (See "Exhibit A").
- C. **EXISTING PARCEL SIZE:** The subject property is approximately 17.39 acres.
- D. **EXISTING DEVELOPMENT AND PUBLIC FACILITIES:** The property will have access from both Wheatland Road N. and Barnick Road, which are public streets. Public sewer and water are available to serve the property.
- E. **PLAN DESIGNATION AND ZONING:** The subject property is designated Low Density Residential and zoned Urban Transition (UT). Upon approval and recordation of the plat, the land included in the plat shall automatically be rezoned to Single-Family Residential (RS).
- F. **ADJACENT ZONING AND LAND USES:** Property immediately to the south, along the central and western section of the subject property, is zoned RS and developed as single family residential. The property south of the eastern portion of the subject property is zoned Public (P), and contains Clearlake Elementary School. The majority of the surrounding property north and east is zoned UT containing large parcels with single family dwellings. Four parcels along the north side of the subject property is zoned Public (P) and contains a City park.
- G. **PROPOSAL:** The applicant is requesting approval to create a 90 lot single family subdivision. The subdivision features an extension of Barnick Road to be connected to Wheatland Road N. This extension is proposed to serve 47 lots and proposes stub streets, a

cul-de-sac, and a loop to serve the remaining 43 lots within the proposed subdivision. (See Exhibit "A".)

II. AGENCY COMMENTS

- A. The City Engineer provided comments regarding public facility improvements. The complete comments are attached as "Exhibit B" and are incorporated into this staff report.
- B. The Keizer Fire District submitted comments stating the following requirements:
 - 1. East-west street shall continue easterly and connect to Barnick Road on east end of development.
 - 2. Approved turnaround required on cul-de-sac as shown on plans.
 - 3. Fire hydrants shall be provided as required in the Uniform Fire Code Section 903. The Keizer Fire District will review preliminary plans showing hydrant layout prior to final approval.
- C. The Clearlake Neighborhood Association submitted comments which are attached as "Exhibit C."

III. FINDINGS - SUBDIVISION

- A. The Review Criteria for a Subdivision is listed in Section 3.108.04 of the Keizer Land Development Code. The criteria and findings are listed below:

- 1. **The proposal shall comply with the applicable development standards in Section 2.405 and Section 2.3 as appropriate, including provisions for streets and utilities.**

Section 2.405 contains development standards for manufactured home parks and are therefore, not applicable in this situation. Section 2.3 of the Development Code contains the policies and standards, which guide all development approvals within the City of Keizer. Listed below are only the applicable development standards contained in Section 2.3, which are pertinent to subdivision approval.

SECTION 2.310.03 APPLICATION OF PUBLIC FACILITY STANDARDS

FINDINGS: As specified in the Public Facilities Improvement Requirements Table, the applicant will be required to provide the following public facilities: Fire Hydrant, Street Improvement, Water Hook-up, Sewer Hook-up, Storm Drain and Street Lights.

SECTION 2.302 - STREET STANDARDS

A. General Requirement. The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land to be served by the streets.

FINDINGS: The proposed subdivision provides public access onto Wheatland Road N. and connects to Barnick Road. This extension of Barnick Road is proposed to serve 47 lots, and proposes stub streets, a cul-de-sac, and a loop to serve the remaining 43 lots within the proposed subdivision. This street will be built to City standards, as noted by the Public Works Department in Exhibit "B." Furthermore, the Public Works Department included specific conditions of approval to ensure public convenience and safety.

B. Continuation of Street. Development proposal shall provide for the continuation of, and connection to, existing streets where necessary to promote appropriate traffic circulation in the vicinity of the development.

FINDINGS: The subject property is located directly east Wheatland Road N. In addition, the subject property has street frontage adjacent to Barnick Road. Whereas the Development Code requires the continuation of streets, the extension of Barnick Road to Wheatland sufficiently provides access to Wheatland Road and O'Neil Road to the west. A street is proposed to provide access to two (2) lots within the southern portion of the subject property, and connect to Shadowwood Street to the south. Due to existing residential development to the south of Barnick Road, it is necessary to extend Barnick Road to provide to connectivity to O'Neil Road and local streets to the south. The proposed stub streets, which extend to the north within the development, provide for future extensions of local streets to connect to future development on the parcel north of the subject property. These proposed connections to the north are necessary to limit access onto Wheatland Road N. The loop and cul-de-sac design are reasonable to provide access to the proposed remaining lots.

C. Alignment. All streets other than minor streets or cul-de-sacs, as far as practical, shall be in alignment with existing streets by continuation of the existing centerlines. The staggering of street alignments resulting in "T" intersections shall, wherever practical, leave a minimum distance of 200 feet between the center lines of streets having approximately the same direction and otherwise shall not be less than 100 feet.

FINDINGS: The Public Works Department is requiring that the intersection of Barnick Road and Wheatland Road to be designed to provide for an intersection that meets sight distance requirements and angle of centerline to centerline requirements.

D. Futures extension of streets. When it appears possible to continue a street, bicycle path and/or pedestrian accessway into a future subdivision, adjacent acreage

or area attractors such as schools and shopping centers, streets, bicycle paths and/or pedestrian accessway facilities shall be platted and built to a boundary of the subdivision. The street may be platted without a turnaround unless the Public Works Department finds a turnaround is necessary for reasons of traffic safety. Any street extension exceeding 150 feet in length shall be provided with an approved turnaround as set forth in Section 902.2.2.4 "Dead Ends" off the Uniform Fire code, 1994 edition.

FINDINGS: As noted above, the subdivision extends Barnick Road from the east side of the subject property to the west to connect to Wheatland Road as a public street. This extension of Barnick Road is proposed to serve 47 lots, and proposes stub streets, a cul-de-sac, and a loop to serve the remaining 43 lots within the proposed subdivision.

According to the Keizer Transportation Plan, Wheatland Road North is designated as a *Minor Arterial*. A minor arterial serves areas having moderate trip generating capabilities and distributes traffic from neighborhood collector streets to major arterials. Where possible, minor arterials should not penetrate and divide identifiable neighborhoods within the local street network. Barnick Road is a local street, which is primarily designed to serve residential areas. This extension renders access to O'Neil Road, which is a local street as well. The proposed public street connection meets the standards of the Fire District.

The requirement to connect Barnick Road to reach Wheatland Road provides access to the City park with a pedestrian walkway located northeast of the subject property. In addition, the connection ensure the coordination of development patterns with community such as providing improved access to Clearlake Elementary School. The east-west street shall continue easterly and connect to Barnick Road on the east end of the development to provide for police and fire protection, and facilitate traffic circulation in the vicinity.

E. Intersection angles Streets shall be laid out to intersect at angles as near to right angles as practical, except where topography requires lesser angles. Intersections of less than 60 degrees shall require special intersection designs. Streets shall have at least 50 feet of tangent adjacent to intersections unless topography requires lesser distances. Intersections that are not at right angles shall have minimum corner radii of 15 feet. Major arterial intersections shall have curb radii of not less than 35 feet. Other street intersections shall have curb radii of not less than 20 feet.

FINDINGS: The proposed new street is designed to intersect at rights angles. Furthermore, the Public Works Department outlined specific development requirements for the proposed street to ensure public safety and visibility. See Exhibit "B."

F. Existing Streets. Whenever existing public streets adjacent to or within a tract are of a width less than the street design standards, additional right-of-way shall be provided at the time of subdivision, partitioning, or development.

FINDINGS: The Public Works Department is not requiring any additional right-of-way dedication other than the new street.

G. Half-Streets. Half-streets may be approved where essential to the reasonable development of an area and when the City finds it to be practical to require the dedication of the other half when the adjoining property is developed. When a $\frac{3}{4}$ width street can reasonably be developed, as determined by the Department of Public Works, a half street will be constructed with an additional 10 feet of pavement on the opposite side of the street from full improvement.

FINDINGS: The proposed public streets, including the extension of Barnick Road, will be improved to a total width of 50 feet and will be fully improved with curbs and sidewalks.

H. Cul-de-sacs. The maximum length shall be 800 feet.

FINDINGS: The proposed cul-de-sac near the northeast corner of the subject property is approximately 450 feet in length.

I. Street Names. Street names and numbers shall conform to the established standards and procedures in the City.

FINDINGS: Street names for the subdivision shall be approved by the City of Keizer. A Street Name Application must be completed and submitted for approval. No final plat shall be released without approved street names.

J. Grades and Curves. Grades shall not exceed 7 percent non arterials, 10 percent on collector streets or 15 percent on any other street. Street grades of 15 percent shall not exceed 200 feet in length. To provide for adequate drainage, all streets shall have a minimum slope of .5 percent. On arterials there shall be a tangent of not less than 100 feet between reversed curves.

FINDINGS: The proposed street grade is relatively flat and in no case does it exceed 15%.

K. Frontage Streets. If a development abuts or contains an existing or proposed arterial or collector street, the City may allow frontage streets, or may require reverse frontage lots with suitable depth, screen planting contained in a non-access reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties, to afford

separation of through and local traffic, and to preserve the capacity and safety of the collector or arterial street.

FINDINGS: The accessway for the proposed subdivision will be located approximately 65 feet north of the southwest corner of the subject property along Wheatland Road North, which is designated as a minor arterial.

L. Alleys. Alleys shall be provided in commercial and industrial zones unless other permanent provisions for access to off-street parking and loading facilities are provided. The corners of alley intersections shall have radii of not less than 10 feet.

FINDINGS: The proposal does not feature any alleys.

M. Street Landscaping. Where required as part of the right-of-way design, planting strips shall conform with the following standards.

FINDINGS: In this application, planting strips are not required.

2.302.04 - General Right-of-Way and Improvement Widths

The following standards are general criteria for public streets in the City of Keizer. These standards shall be the minimum requirements for all streets, except where modifications are permitted under Subsection 2.202.05.

FINDINGS: The applicant will be required to build the public street according to the specifications outlined in the street standards table.

2.302.05 - Modification of Right-of-Way and Improvement Width

FINDINGS: The applicant is not proposing any modification to the proposed right-of-way and improvement width.

2.302.06 - Construction Specifications

Construction specifications for all public streets shall comply with the standards of the most recently adopted public works street standards of the City of Keizer.

FINDINGS: This is a development requirement and will be ensured during review of the construction and engineering drawings.

2.302.07 - Private Streets

FINDINGS: The applicant appears to propose a private street to serve lots 1, 2, 3, 4, and 5. However, the applicant needs to clarify that the ingress and egress

accessway for these proposed lots is a private street. Private streets are required to be 25 feet in width, as indicated on the proposed plan.

2.302 - Private Access Easements

FINDINGS: The proposed subdivision does not contain any private easements.

SECTION 2.303 - OFF-STREET PARKING AND LOADING

For single family residences, 2 parking spaces per dwelling unit shall be provided on-site, and 1 per dwelling unit provided either on-site or on-street within 200 feet of the property or in a parking lot or bay within 200 of the property.

FINDINGS: The proposed street improvements allow for on street parking on both sides of the street. Therefore, the proposed are permitted to account for one parking space off-site. The proposed plan meets this requirement.

SECTION 2.306 - STORM DRAINAGE

No construction of any facilities in a development included in Subsection 2.306.02 shall be permitted until a storm drainage and erosion control plan for the project is prepared by a professional engineer, and approved by the City. These provisions shall also apply to any cut or fill on a property, which may impact the velocity, volume, or quality of surface water on adjacent property, or may impact any permanent natural body of water.

FINDINGS: Prior to any development of the proposed subdivision, the applicant shall submit a storm drainage and erosion control plan for the project. No development will be allowed until the plan is reviewed and approved by the City.

SECTION 2.307 - UTILITY LINES AND FACILITIES

FINDINGS: It is a development requirement that the applicant meet the standards set forth in this section relating to water, sanitary sewer, private utilities, street lights and easements.

SECTION 2.310 - DEVELOPMENT STANDARDS FOR LAND DIVISIONS

A. Minimum lot area.

Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located. The minimum lot size for single family dwellings is 5,000 square feet.

FINDINGS: Each lot in the proposed subdivision exceeds this minimum lot size.

B. Lot Line Adjustment

FINDINGS: This standard is not applicable.

C. Lot width and depth.

The depth of a lot or parcel shall not be more than 3 times the width of the parcel.

FINDINGS: There is no lot that is more than 3 times the width of the parcel.

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: residential lots or parcels, may be accessed via a private street or access easement developed in accordance with the provisions of Section 2.303 when the City finds that a public street is not necessary to provide for the future development of adjoining property.

FINDINGS: Lots 1 thru 5 appear to be served from a private street. The applicant is required to indicate this ingress and egress accessway as a private street on the final plat. The majority of the lots meet the minimum street frontage requirement of 40 feet in width. The lots which do not are defined as flag lots (See next finding).

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 access. The access strip shall not be less than 20 feet wide, shall be improved with a minimum 12 foot wide paved driveway and paved encroachment which meet applicable City standards. 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.

FINDINGS: There are two proposed flag lots within this subdivision. Lots 16 and 35 exhibit access strips of 20 feet in width.

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.
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.

FINDINGS: The proposed subdivision consists of 90 lots with adequate building sites for single family development. The proposed connection between Barnick Road and Wheatland Road is designed to enhance the connectivity for local residents. This functional design produces convenient access, circulation, control, and safety of street traffic.

The proposed extension of Barnick Road is adjacent to a minor arterial, Wheatland Road North, and is approximately 1,735 feet in length to the point of connection to Barnick Road. The applicant proposes to design the connection to Barnick Road with a 90 degree "T" intersection to the proposed cul-de-sac street. This intersection is located at the southeast corner of the subject property. The point of intersection from the west is approximately 80 feet to the north of the existing right-of-way of Barnick Road. The City of Keizer Traffic Engineer has indicated that the design of the proposed connection meets traffic safety requirements.

B. Traffic Circulation. The proposed subdivision shall be laid out to provide safe and convenient vehicle, bicycles 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 ¼ 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.

FINDINGS: The proposed subdivision is laid out to provide safe and convenient vehicle and pedestrian access to surrounding areas. As noted above, the subdivision

extends Barnick Road to Wheatland Road North as a public street. The proposed subdivision also furnishes interior connections to the south and to the north for future development. As discussed in Findings A (1)(D) Future Extensions of Streets, the proposed street connection furnishes a connection to the local City park located north of the subject property with a pedestrian walkway. The connection to Barnick Road also enhances connectivity to the Clearlake Elementary School located just south of the subject property. Due to the proximity of the subject property to Clearlake Elementary School and the City park, the applicant is required to provide adequate width of right-of-way improvement to accommodate for bicycle and pedestrian access. Both the school and park are located within ¼ mile of the proposed subdivision. The right-of-way for the east-west through street from Wheatland Road to the east property line of the subdivision shall be of sufficient width to accommodate sidewalks, curbs, parking, two-way traffic and, at a minimum, "shared shoulder" bicycle lanes. The one-half street at the east end of this roadway shall have one-half of the above right-of-way width.

C. Connectivity. To achieve the objective in B., above, the Director may require the following:

1. Stub Streets: Where the potential exists for additional residential development on adjacent property.
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.

FINDINGS: Based on the findings provided in "B" above, stub streets provide for adequate traffic circulation for future development of the area north of the subject property. The extension of Barnick Road is required to be constructed to public street standards with sidewalks on both sides of the proposed street.

As stated above, due to the proximity of the subject property to Clearlake Elementary School and the City park, the applicant is required to provide adequate width of right-of-way improvement to accommodate for bicycle and pedestrian access. Both the school and park are located within ¼ mile of the proposed subdivision.

As stated above, the right-of-way for the east-west through street from Wheatland Road to the east property line of the subdivision shall be of sufficient width to accommodate sidewalks, curbs, parking, two-way traffic and, at a minimum,

“shared shoulder” bicycle lanes. The one-half street at the east end of this roadway shall have one-half of the above right-of-way width.

2.310.06 - Improvement Requirements - Subdivisions

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 2.303 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.

FINDINGS: A standard ½ width street improvement to Wheatland Road along the subject property’s frontage is required with adequate right-of-way dedication to provide for 34 feet of right-of-way from centerline of Wheatland Road.

B. Project Streets All public or private streets within the subdivision shall be constructed as required by the provisions of Section 2.302.

FINDINGS: As noted above, the proposed public street will be required to develop to City standards as provided in Section 2.302.

C. 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.

FINDINGS: This is a development requirement and is a condition of subdivision approval.

D. 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.

FINDINGS: This is a development requirement and is a condition of subdivision approval.

E. 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.

FINDINGS: The developer's engineer shall submit an overall storm drainage plan that will provide service to this development prior to submitting public or private street plans for approval or issuance of any permits for construction of the proposed development.

F. 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.

FINDINGS: Connecting to existing sewers that serve the general area will be the responsibility of the developer of the property. Appropriate easements will be required for any public sewer mains located within the subject property if located outside platted right of ways.

G. Water System. Water lines and 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.

FINDINGS: Final development plans shall be reviewed by the Keizer Fire Department with regard to access and adequate location of fire hydrants prior to any issuance of building permits by the City of Keizer.

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

FINDINGS: Sidewalks will be installed on both sides of the proposed public streets within the subdivision. Sidewalks are not required for the private drive located in the northwest corner of the development.

I. Street Lights. The installation of street lights is required at locations and of a type required by City standards.

FINDINGS: The applicant shall apply to the City of Keizer for the creation of a Local Improvement District (L.I.D.) for street lighting. Street lighting improvements shall comply with the City regulations and requirements.

J. 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.

FINDINGS: This is a condition of subdivision approval. No building permits will be issued until street signs are installed.

K. Public Works Requirements. All facility improvements shall conform to the requirements and specifications of the Keizer Department of Public Works.

FINDINGS: This is a condition of subdivision approval and is specified in Exhibit "C".

L. 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.

FINDINGS: All curb cuts and driveway installations shall be constructed according to City standards.

M. Street Trees. Street tree planting is mandatory where a planting strip is part of the street design. Plantings shall conform to Section 2.303.03 (M).

FINDINGS: A planting strip is not proposed as part of this street design. Therefore, street tree planting is not mandatory.

N. Grading and 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.

FINDINGS: This is a development requirement and is a condition of subdivision approval.

2. **Each lot shall satisfy dimensional standards and density standard of the applicable zoning district, unless a variance from these standards is approved.**

FINDINGS: Section 2.102 *Single Family Residential* requires a minimum lot size of 5,000 square feet, an average width of 40 feet, and an average depth of 70 feet. Each of the proposed lots meet this requirement. Section 2.102.06 specifies a minimum density of 4 units per acre and a maximum density of 6 units per acre. The application proposes a minimum density of 5.2 units per acre.

3. **Adequate public facilities shall be available to serve the existing and newly created parcels.**

FINDINGS: Public sewer and water are available and will be extended to serve the subject property.

V. DEVELOPMENT CONSIDERATIONS

- A. The City Engineer and Keizer Fire District submitted a list of development requirements. The requirements are necessary to ensure public health and safety. Staff recommends these as conditions of approval.
- B. The Keizer Land Development Code requires the developer to connect to public utility services. The Ordinance also requires all utility services to be placed below ground. These requirements apply to this request. Further, the developer is responsible for all utility connection costs.
- C. The City's System Development Charge for park development is \$300.00 per single-family dwelling or duplex unit and \$200.00 for each apartment unit. These Development charges, as well as those involving the extension of sewer and water, will apply to this request.

VI. RECOMMENDATION AND CONDITIONS

- A. The available evidence indicates the subdivision proposal complies with the decision criteria. Staff recommends approval of the subdivision subject to the following conditions:
 - 1. The applicant is required to ensure the street improvement to connect to Barnick Road on the east end of development as indicated on the site plan. The street improvements are required to meet public works standards for a public street.
 - 2. The applicant shall ensure that the access way for Lots 1, 2, 3, 4, and 5 meets the required width of 25 feet and is required to be indicated as a private street on the final plat.
 - 3. The right-of-way for the east-west through street from Wheatland Road to the east property line of the subdivision shall be of sufficient width to accommodate sidewalks, curbs, parking, two-way traffic and, at a minimum, "shared shoulder" bicycle lanes. The one-half street at the east end of this roadway shall have one-half of the above right-of-way width.
 - 4. A standard ½ width street improvement to Dearborn Avenue along the subject property's frontage is required with adequate right-of-way dedication to provide for 34 feet of right-of-way from centerline of Wheatland Road.

5. The applicant shall take part in a conference with the applicable public facility providers for the purpose of coordinating facility improvements. This conference shall occur prior to submitting engineering drawings. It is recommended the conference participants include the Keizer Department of Public Works, Keizer City Engineer, Keizer Fire District, City of Salem Department of Public Works (sewer), and private utility providers.
6. The applicant shall submit an engineering site plan to the Keizer Department of Public Works for its review and approval. The site plan shall include information concerning storm water detention, street improvements, easements, sewer, water and other engineering information as necessary to show compliance with Public Works development standards.
7. The applicant shall submit a detailed site plan (plat) to the Keizer Community Development Department for review and approval prior to submittal of a final plat. The detailed plan shall include the following provisions:
 - a. The plan shall substantially conform to the proposed subdivision request.
 - b. Include all engineering elements as required by Exhibit "B" (item #2, above).
 - d. Lots shall comply with all area and dimension requirements for lots within the Single Family Residential (RS) zone.
8. Upon approval of the detailed site plan and engineering plans, the applicant shall submit a final plat for the subdivision, which conforms to the detail plan approval. The plat shall be prepared by a registered professional surveyor and conform with the requirements in ORS Chapter 92. A bond will be required by the County Surveyor for post monumentation of the subdivision plat.
9. 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.
10. 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.
11. 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.
12. 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 at a length eliminating the necessity for disturbing the street improvements when service connections are made.

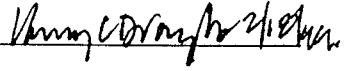
13. Upon completion of the public improvements and prior to final acceptance of the improvements by the City, the developer shall provide certified as-built drawings of all public utility improvements to the City. As-built conditions and information shall be reflected on one set of Mylar base as-built drawings. The as-built drawings shall be submitted to the City Engineer by the Developer's engineer.
14. Street names for the subdivision shall be approved by the City of Keizer. A Street Name Application must be completed and submitted for approval. No final plat shall be released without approved street names.
15. The preceding items shall be completed, including review and approval by the appropriate department, prior to the issuance of a building permit for any one building. These additional items shall also be completed prior to receiving a building permit:
 - a. The applicant shall apply to the City of Keizer for the creation of a Local Improvement District (L.I.D.) for street lighting. Street lighting improvements shall comply with the City regulations and requirements.
16. 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.
17. Compliance with the Conditions of Approval shall be the sole responsibility of the applicant.

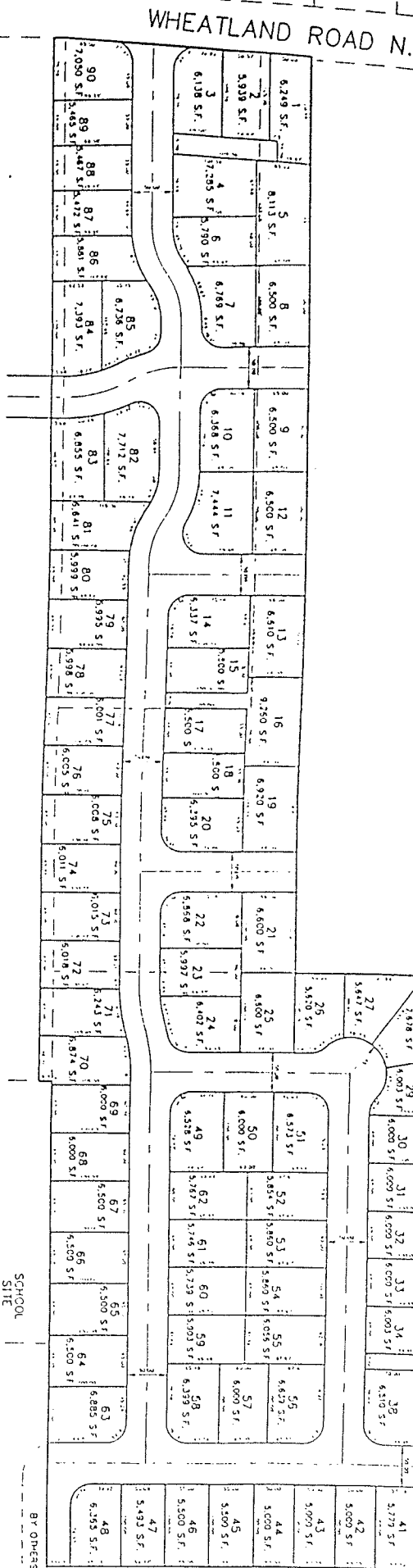
B. REQUIREMENTS: The Keizer Zoning Ordinance, and Keizer Subdivision and Partitioning Ordinance, establish specific development and processing requirements. These requirements are mandatory and in many cases cannot be modified even through the variance or adjustment process. These requirements are included for the benefit of the applicant.

1. Completion, submittal and recording of the final subdivision plat shall comply with the requirements contained in the Keizer Subdivision and Partitioning Ordinance.
2. Unless otherwise required by this decision, development of the individual lots shall comply with the applicable requirements of the Keizer Zoning Ordinance and building requirements of the Marion County Building Inspection Division.
3. The applicant shall be responsible for all costs associated with public facility improvements, including applicable system development charges for sewer, water,

parks and other facilities and shall comply with established City rules and regulations in effect at the time of the final approval of the Subdivision Plat.

REPORT PREPARED BY: Maria C. Meier, Associate Planner
REPORT APPROVED BY: Amy C. Drought, AICP, Senior Planner
DATE: February 18, 1999



VICINITY MAP

ADULT/TECH EMPLOYING EMPLOYER FROM
LIABILITY IF NOT STAFFED APPROPRIATE

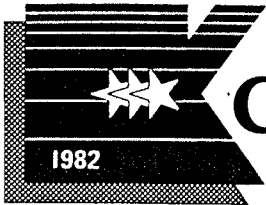
NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER.

Design: MDG
 Drawn: JPH
 Checked: MDG
 Date: 1/97
 Scale: AS SHOWN
 As-Built: _____

WHISPERING
FIRS

EXHIBIT "A"

SUBJECT PROPERTY



City of Keizer

EXHIBIT "B"

Phone: 390-3700 • Fax: 393-9347
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

DATE: FEBRUARY 16, 1999

TO: CITY OF KEIZER
COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: SUBDIVISION CASE 99-03
WHISPERING FIRS
APPLICANT: THE MEADOWS GROUP
ENGINEER: MARK GRENZ

DEPARTMENT COMMENTS

It is the understanding of the Public Works Department that the property is located within a zone that is appropriate for the intended use.

The following comments are being provided to assist in the overall evaluation of the proposal:

The application is for 90 lots on 17.39 acres.

GENERAL:

The City is currently working on developing a plan for a new above ground water storage facility on the property north of lots 35, 36 and 39. Appropriate language suitable to the Department of Public Works shall be recorded with the subdivision to provide adequate notice to future residents of the subdivision of the plans for the proposed storage facility.

SANITARY SEWERS:

The subject property is located outside of the original Keizer Sewer District. Therefore a sanitary sewer trunk line acreage charge will be required. The acreage charge will be the amount currently in effect when permits are issued for the development. It will be the developer's responsibility to connect the proposed development to the appropriate sewer lines designed to serve the area. A sewer trunk line is required from the existing pump station (Cedar Park) in wheatland Road to O'Neil Road. The trunk line will be constructed through the subject property and easterly through the Barnick Road right of way.

- a.) City of Salem approval for local sewer permits will need to be issued prior to construction. Prior to submitting plans to the City of Salem for approval, the develop's engineer shall submit plans to the City of Keizer for review and determination of compliance with the City's Master Sewer Plan for the area.

"Pride, Spirit and Volunteerism"

Incorporated 1982

SANITARY SEWERS (CONTINUED)

- b.) Connecting to existing sewers that serve the general area will be the responsibility of the developer of the property.
- c.) Appropriate easements will be required for any public sewer mains located within the subject property if located outside platted right of ways.
- d.) It will be the responsibility of the developer's engineer to locate any existing wells (including on adjacent property) in the vicinity of the proposed new sanitary sewer lines for the subject property. Any conflicts between existing wells and proposed sanitary sewers shall be removed by the developer prior to platting of the proposed subdivision.

WATER SYSTEM:

- a.) A master water system plan showing proposed routes of public water mains, fire hydrants and individual services shall be prepared prior to submission of construction plans for the development. Appropriate easements for all public water mains and fire hydrants will be required if construction is to be outside of public right of ways. Any system development charges for water system improvements will be those in place at the time of individual service connections. The master plan for the subdivision water system shall include a 10 inch water main from the northerly end of the 20 foot walkway (between lots 36 and 39) and the first intersection to the south, approximately 200 feet. In addition, the plan shall indicate an 8 inch water main connection to the existing main at the intersection of Barnick Road and Sagebrush Street.
- b.) Final development plans shall be reviewed by the Keizer Fire Department with regard to access and adequate location of fire hydrants prior to any issuance of building permits by the City of Keizer.
- c.) Any existing wells on the subject property are to be abandoned in accordance with the rules of the Oregon State Water Resources Department.
- d.) Location of all meters to be approved by Keizer Water Department.
- e.) Any pay back agreements in effect for the existing water main frontage in Wheatland Road shall be resolved prior to permits being issued for the development.

STREET AND DRAINAGE IMPROVEMENTS:

- a.) The developer's engineer shall submit an overall storm drainage plan that will provide service to this development consistent with the City Master Storm Drain Plan for this area of Keizer prior to submitting street plans for approval or issuance of any permits for construction of the proposed development. Any pay backs for previous developers in effect for earlier master drainage facilities shall be resolved prior to issuance of permits for the subject property.
- b.) Storm water detention will be required for this site. All storm water and roof drains to be connected to an approved system designed to provide adequate drainage for the proposed new driveways and other hard surfaces.
- c.) The private street serving lots 1, 2, 3, 4 and 5 shall be indicated on the final plat as a private street. The private street shall be indicated on the final plat as including utility easements.
- d.) A grading and drainage plan shall be developed for the subject property. Details shall include adequate conveyance of storm water from adjacent property across the subject property.
- e.) A one-half street improvement with appropriate signing and barricades shall be constructed along the south side of Lot 48.
- f.) The cul-de-sac radius for the right of way for the street that serves lots 36, 37, 38, 39, 40 and 41 is required to be 45 feet.
- g.) The right of way for the east-west through street from Wheatland Road to the east property line of the subdivision shall be of sufficient width to accommodate sidewalks, curbs, parking, two-way traffic and, at a minimum, "shared shoulder" bicycle lanes. The one-half street at the east end of this roadway shall have one-half of the above right of way width.

OTHER

- a.) A street lighting district shall be created to provide for adequate street lights along the frontage of proposed new lots.
- b.) Construction permits are required by the Department of Public Works prior to any public facility construction.

Contact Scott Peterson at the City Engineer's office at 390-7402 for the necessary permit information that is required.

- c.) A Pre-design meeting with the City of Keizer Department of Public Works will be required prior to the Developer's Engineer submitting plans to either the city of Keizer or the City of Salem for review.
- d.) Street opening permits are required for any work within the City Right of Way that is not covered by a Construction Permit.
- e.) A Pre-construction conference shall be required prior to commencement of any construction under permits issued by the city.

Clear Lake Neighborhood Association

7950 Timothy Lane NE

Keizer, OR 97303

February 11, 1999

To: City of Keizer, Community Development Department

From: Clear Lake Neighborhood Association

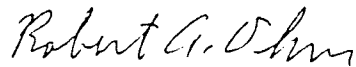
Subject: Comments On Subdivision No. 99-03, 'Whispering Firs'

- Clear Lake Neighborhood Association (CLNA) supports the City of Keizers Tree Ordinance. . The tree ordinance requires that all applications for land use approvals include a site plan showing the locations and species of existing significant trees and significant trees removed within the year prior to the application. The plans and drawings provided to CLNA do not show the location of existing significant trees, so do not appear in compliance with city ordinances. The tree ordinance empowers the city to require up to two replacement trees for each significant tree removed. The applicant indicates a willingness to provide street trees in Supplemental Information paragraph 2.310.06 M., Street Trees. CLNA recommends Keizer require replacement trees at the rate of two for each significant tree removed.
- CLNA is concerned that there only appears to be one way in and out of this proposed 91 lot subdivision. Doesn't this unacceptably limit emergency access and egress? If access were blocked close to Wheatland Road, residents to the east would be blocked.
- The numerous dead-end streets in this proposal don't appear to connect to anything. For example, the dead-end furthest east ends north of the west end of Barnick Road, but does not connect to or provide for future connection to Barnick Road. The easternmost north-south street dead-ends at the south line of the future Bair Park, so won't connect to any street in the future. None of the other proposed streets dead-ending on the northern edge of the proposed subdivision connect to anything currently. There is no clue in the proposal if they will connect to anything in the future. There needs to be evidence of some master street plan to justify all these dead-ends. Some of them need to connect to something to provide for alternative emergency access. Others should probably be cul-de-sacs.
- Increased traffic on Wheatland Road, and at the intersection of Wheatland Road and River Road, will result if this subdivision is approved. What is the traffic capacity of Wheatland Road? What is the current volume of traffic? How much traffic will this subdivision add if approved? The intersection of Wheatland and River Roads is already inadequate. Sometimes traffic going north on River Road and trying to turn onto Wheatland Road backs up to the light. This mess will only escalate as subdivisions off Wheatland Road continue to develop. Perhaps development should be deferred until the City improves the transportation network.

- Runoff from this subdivision onto adjacent parcels will be unacceptable. The future site of Bair Park cannot absorb more runoff. Nearby residents and agricultural operations can be expected become extremely upset if city approved and supervised developments cause their properties to flood.
- Where will sewer access come from? The Wheatland Road sewer line is full.
- School overcrowding continues to be a concern. Salem-Keizer School District representatives who came to our association to promote the recently passed bond measure were careful to avoid promising an additional elementary school in the Clear Lake area even though Clear Lake School is over capacity and most of the future residential development in Keizer will occur in the Clear lake area. We are growing tired of subsidizing development we don't want by means of school bond measures.

Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert A. Ohn".

Robert A. Ohn, Chair
Clear Lake Neighborhood Association



Exhibit D

Added to the record before the Hearings Officer on February 25, 1999.

REQUEST FOR COMMENTS

TO: Marion Co. Fire Dist #1 DATE: February 4, 1999

FROM: Keizer Community Development Department

CASE: Subdivision Case No. 99-03

RESPONSE DATE: February 12, 1999

APPLICATION: Applicant is requesting to divide a 17.39 acre parcel into a subdivision with 91 lots.

APPLICANT: The Meadows Group

LOCATION: 7510 Wheatland Road N; Marion County Tax Assessor's Map No. 6S3W23CD Tax Lots 700 & 800; 6S3W26BA Tax Lot 100; and 6S3W23DC Tax Lot 1400.

ZONE: UT

The Community Development Department is soliciting comments from affected agencies on the above referenced land use application. These comments will be considered as part of the staff report. Please return your comments to our office by February 12, 1999 in order that we may process the application in a timely manner. Phone calls are acceptable if it is not possible to respond in writing by this date. If we receive no response, we will assume your agency has no concerns. You may use this response form, or, attach a separate letter. Please return your written responses to the Keizer Community Development Department, P.O. Box 21000, Keizer, Oregon 97307-1000. Questions regarding the application may be directed to Maria Meier, Associate Planner, at 390-3700. Thank you for your assistance.

PLEASE CHECK THE APPROPRIATE ITEMS:

- ☐ Our agency reviewed the proposal and determined we have no comment.
- ☐ Our agency would like to receive a copy of the staff decision/report and notice of any public hearings in this case.
- ☒ Our comments are in the attached letter.
- ☒ Our Agency's comments are: MUST COMPLY WITH
ITEMS ON FOLLOWING PAGES.

THANK you,

Response Date: 2/22/99 Person commenting: PAULA Blomquist, DEM
588-6513

MARION COUNTY FIRE DISTRICT COMMENTS

Comply with all UBC & UFC requirements and MCFD #1 1996.1:

A-6: Approved Fire Hydrant Requirements

A-8: Fire Apparatus Access Roads On Private Property

A-9: Address Requirements For Residential & Commercial Use

John and Jodie Majerus

Homeowners 728 Boardwalk NE/7464 Shadowwood Ct NE
Business: 3248 SW Juliette Drive
Wilsonville, OR 97070
Phone 503.381.3599

February 25, 1999

Keizer Community Development Department
Contacts: Maria Meier, Associate Planner; Amy Drought
930 Chemawa Road NE
Keizer, OR 97303

Dear Ladies,

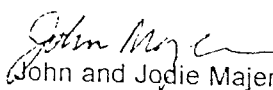
I am writing this letter on behalf of my husband, myself and our tenants. We own the duplex on the corner of Boardwalk and Shadowwood, just one of the dozen homes which will be significantly affected by the road planned to serve as a thoroughfare between our corner of The Meadows and the proposed Whispering Firs. The intrusion by such a road will seriously compromise the quality of living for the residents in our area and will only serve to provide a minor convenience for those living in the new subdivision. We have lived in our duplex for 2 years and have maintained it for the benefit of our renters over the past year. In order to get back to our area, it is necessary to make several turns, "winding back" into the spot as it were. This has never been an inconvenience for us nor for any of our neighbors due to the simple facts that follow :

1. People drive too recklessly as it is; the safety of our children and the preservation of our property are ensured to a greater degree without direct or quick access back to our few streets.
2. There are more children on these 3 or 4 streets because they serve as access to the schoolgrounds, not only while school is in session but after hours and during the summer as well.
3. It has been demonstrated that when criminals are "scoping" an area, they are less likely to prey upon "dead ends" where fewer routes of escape are available.

I am certain that the future homeowners of this subdivision would feel the same way, in light of the fact that by not connecting our neighborhoods in this manner, they will enjoy the same benefits mentioned above. It would truly be unfortunate if or when an adult, child, or even a family pet is injured, the focus were to come back to this date when a responsible decision were possible, and the KCDD failed to make the appropriate choice. Please review the records of loss of life and loss of property which followed when neighborhoods near schools became major "through streets" connecting city arterials (14th Avenue near Gubser is one example). Although one small connector street might seem like a minor issue, be assured that the most irresponsible drivers will find the quickest route through and between subdivisions, and chaos ensues.

From the standpoint of ourselves as owners of a rental property with a difficult market as it stands, such a change to the layout of the streets will significantly diminish the property values. I am certain that we will have a more difficult time renting the duplex because the aspect of a quiet cul de sac has been a definite positive point with every prospect in the past. Ironically and sadly, if the proposed street to Whispering Firs does go through, another defining aspect of the beauty of the site will be destroyed; the whispering firs themselves.

Thank you for your serious consideration. I will follow up with State and Local Representatives on this matter.


John and Jodie Majerus



*cc: to appropriate governmental & council reps
upon appeal Jm*

On Proposed Subdivision No. 99-03, Whispering Firs

We, the residents of the Clear Lake Neighborhood file this petition objecting to the current plans for the proposed subdivision. We feel the proposed development would significantly change the quality and character of the Clear Lake Estates neighborhood.

- Traffic on main arteries: A subdivision of 91 houses will further stress the intersections of Wheatland Road at River Road and River Road at Manzanita. We ask that all development north of Clear Lake School deferred until improvements can be made to these intersections.
- Neighborhood traffic: We object to the proposed plan to extend Shadowwood Street into the Whispering Firs development. Extending Shadowwood into the proposed development would increase vehicular traffic through the Clear Lake Estates neighborhood, instead of routing the traffic from the proposed development onto more suitable arterials such as Wheatland Road and O'Neil Road. Increased vehicular traffic on Shadowwood, Boardwalk, Park Place and Cater would endanger the neighborhood children playing and walking to and from the grade school in the heart of this older development. A through street here would also make our neighborhood more vulnerable to crime. Furthermore, the proposed Shadowwood street extension would fall within yards of the intersection of Shadowwood and Boardwalk, which has an atypical angle (not a 90° intersection), which poses a greater hazard from vehicular traffic as evidenced by an accident at this intersection in the summer of 1998. We ask that if the City grants permission to go ahead with any version of a Whispering Firs development, Shadowwood would be open only to foot and bicycle traffic.
- Surface drainage: We ask that development approval be withheld until Boardwalk Street residents approve a surface drainage plan that meets not only City of Keizer minimum requirements, but also addresses area-specific drainage problems, so that this development will not experience the kinds of ongoing drainage problems still occurring at the recent development off O'Neil Road.
- We understand Keizer's tree ordinance requires that trees be replaced at the rate of two for each significant tree removed. We would insist that Whispering Firs developers comply with this ordinance.
- While we understand that the urban growth boundary has been extended to Clear Lake Road and developers have every right to request permission to build on all land up to that point, we as parents know that the schools have no room for the children in these new houses. For this reason, we request that the City withhold approval for the development until sufficient new schools have been built in north Keizer to accommodate these new school children.

Name	Address	Name	Address
Wardell (Patricia Hull)	779 Boardwalk	Mildred Eggleston	849 Boardwalk
Leroy M. Greber	7493 Shadowwood	Challen Eggleston	849 Boardwalk
Rose H. Greber	7493 Shadowwood	Annette Spillie	849 Boardwalk

Name	Address	Name	Address
Kathleen Freeman	7475 Parkplace DR NE, Keizer 97303		
Bruce Spolinski	7445 Parkplace DR NE Keizer - OR		
ARCE INMAN	7425 PARK PLACE OR NE		
BRITT BAYSINGER	7395 PARK PLACE DR. NE. KEIZER OR.		
Amy Baysinger	7395 Parkplace Dr NE Keizer OR		
Mistie Ferebee	7375 Parkplace Dr. NE Keizer OR		
Uphra Brown	7371 " " " "		
Maria Gureman	781 Cater Dr NE Keizer OR		
TREVOR & Ginger Holman	761 Cater Dr NE Keizer OR		
Benjamin Paulson	7411 Cater Dr. Keizer		
Salma S. Hensley	6711 CATER DR NE KEIZER		
Jim Harms	710 CATER DR N.E KEIZER		
Wendy Ferrazzano	750 CATER DR NE KEIZER		
Tom & Vicki Switt	870 Cater Dr. NE Keizer		
Tara Goodlove	961 Cater Ct. N. Keizer		
Brian Lyndel			
Phil & Judy	7199 River Rd N Keizer		
Ralph W. Stanley	7374 PARKPLACE DR NE - KEIZER		
MAKIE STANLEY	7374 PARKPLACE DR NE - KEIZER		
Frank Campbell	7396 PARK PLACE DR NE KEIZER		
John King	7416 PARK PLACE DR NE KEIZER		
Wing B. King	7416 Parkplace Dr NE KEIZER		

Name

Address

Name

Address

Walter & Elisabeth
Campbell

990 Cedar Ct NE

Joan & Leland
Martinson

981 Cedar Ct NE

Jim & Nancy
Russell

970 Cedar Ct NE

On Proposed Subdivision No. 99-03, Whispering Firs

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- Neighborhood traffic: We object to the proposed plan to extend Shadowwood Street into the Whispering Firs development. Extending Shadowwood into the proposed development would increase vehicular traffic through the Clear Lake Estates neighborhood, instead of routing the traffic from the proposed development onto more suitable arterials such as Wheatland Road and O'Neil Road. Increased vehicular traffic on Shadowwood, Boardwalk, Park Place and Cater would endanger the neighborhood children playing and walking to and from the grade school in the heart of this older development. A through street here would also make our neighborhood more vulnerable to crime. Furthermore, the proposed Shadowwood street extension would fall within yards of the intersection of Shadowwood and Boardwalk, which has an atypical angle (not a 90° intersection), which poses a greater hazard from vehicular traffic as evidenced by an accident at this intersection in the summer of 1998. We ask that if the City grants permission to go ahead with any version of a Whispering Firs development, Shadowwood would be open only to foot and bicycle traffic.

- Surface drainage: We ask that development approval be withheld until Boardwalk Street residents approve a surface drainage plan that meets not only City of Keizer minimum requirements, but also addresses area-specific drainage problems, so that this development will not experience the kinds of ongoing drainage problems still occurring at the recent development off O'Neil Road.

- We understand Keizer's tree ordinance requires that trees be replaced at the rate of two for each significant tree removed. We would insist that Whispering Firs developers comply with this ordinance.

- While we understand that the urban growth boundary has been extended to Clear Lake Road and developers have every right to request permission to build on all land up to that point, we as parents know that the schools have no room for the children in these new houses. For this reason, we request that the City withhold approval for the development until sufficient new schools have been built in north Keizer to accommodate these new school children.

Name	Address	Name	Address
Marta K Harrison	7403 Shadowwood Ct	Julie Yamake	7473 Shadowwood Ct. N.E.
Diana Harrison	7403 Shadowwood Ct	Wanda	7454, Shadowwood N.E.
Daryl Harrison	" " "	Dustin DeBer	7444 Shadowwood Ct NE.
Jay Papp	7463 Shadowwood Ct NE	Diana Nelson	7444 Shadowwood Ct NE
Ann Papp	7463 Shadowwood Ct NE		
Ande Barros	7453 Shadowwood Ct NE		

Name

Address

Trudy Bovee 7426 Park place Dr. NE
Keizer OR 97303

Loren Galy 7436 PARK PLACE
KEIZER OR

Bd Q 7446 Park place Dr NE
Keizer, OR

Shelley Jones 7446 Park place Dr NE

Edna A. Shultz 7483 Shadowwood Street
Keizer OR 97303 - 7854

On Proposed Subdivision No. 99-03, Whispering Firs

We, the residents of the Clear Lake Neighborhood file this petition objecting to the current plans for the proposed subdivision. We feel the proposed development would significantly change the quality and character of the Clear Lake Estates neighborhood.

- Traffic on main arteries: A subdivision of 91 houses will further stress the intersections of Wheatland Road at River Road and River Road at Manzanita. We ask that all development north of Clear Lake School deferred until improvements can be made to these intersections.
- Neighborhood traffic: We object to the proposed plan to extend Shadowwood Street into the Whispering Firs development. Extending Shadowwood into the proposed development would increase vehicular traffic through the Clear Lake Estates neighborhood, instead of routing the traffic from the proposed development onto more suitable arterials such as Wheatland Road and O'Neil Road. Increased vehicular traffic on Shadowwood, Boardwalk, Park Place and Cater would endanger the neighborhood children playing and walking to and from the grade school in the heart of this older development. A through street here would also make our neighborhood more vulnerable to crime. Furthermore, the proposed Shadowwood street extension would fall within yards of the intersection of Shadowwood and Boardwalk, which has an atypical angle (not a 90° intersection), which poses a greater hazard from vehicular traffic as evidenced by an accident at this intersection in the summer of 1998. We ask that if the City grants permission to go ahead with any version of a Whispering Firs development, Shadowwood would be open only to foot and bicycle traffic.

- Surface drainage: We ask that development approval be withheld until Boardwalk Street residents approve a surface drainage plan that meets not only City of Keizer minimum requirements, but also addresses area-specific drainage problems, so that this development will not experience the kinds of ongoing drainage problems still occurring at the recent development off O'Neil Road.

- We understand Keizer's tree ordinance requires that trees be replaced at the rate of two for each significant tree removed. We would insist that Whispering Firs developers comply with this ordinance.

- While we understand that the urban growth boundary has been extended to Clear Lake Road and developers have every right to request permission to build on all land up to that point, we as parents know that the schools have no room for the children in these new houses. For this reason, we request that the City withhold approval for the development until sufficient new schools have been built in north Keizer to accommodate these new school children.

<u>Name</u>	<u>Address</u>	<u>Name</u>	<u>Address</u>
J. L. B. Bean	7456 Shadowwood St. NE.	Jean Schell	7423 Shadowwood Ct NE
Urie B. Lee	7454 Shadowwood St.	Liri S. Goul	7423 Shadowwood Ct NE
James Bandlow	7424 Shadowwood Ct NE	Annette Leach	7443 Shadowwood Ct
Libert Cardwell	7464 Shadowwood Ct NE	Daniel Yamada	7473 Shadowwood St NE

<u>Name</u>	<u>Address</u>	<u>Name</u>	<u>Address</u>
Muriel Thoby		Lynn S. Quinn	799 Boardwalk Ave NE
Suzanne Felt	954 Boardwalk Ave NE		
Lynn Felt	7488 Everwood St N.E.		
Stephen Sagan	7488 Everwood St NE		
Dorise & Jim Dawes	7468 Everwood Ave		
Eric Reid	940 Boardwalk		
John Wallace	938 Boardwalk		
Marilyn Wilson	888 Boardwalk		
Paul H. Hares	868 Boardwalk		
Dora S. Chary	868 Boardwalk		
Jill Hansen	848 Boardwalk Ave NE		
Carol Johnson	828 Boardwalk Ave		
Barry Boman	829 Boardwalk Ave NE		
John Felt	759 Boardwalk NE		
Helen A	889 Boardwalk Ave		

On Proposed Subdivision No. 99-03, Whispering Firs

We, the residents of the Clear Lake Neighborhood file this petition objecting to the current plans for the proposed subdivision. We feel the proposed development would significantly change the quality and character of the Clear Lake Estates neighborhood.

- Traffic on main arteries: A subdivision of 91 houses will further stress the intersections of Wheatland Road at River Road and River Road at Manzanita. We ask that all development north of Clear Lake School deferred until improvements can be made to these intersections.
- Neighborhood traffic: We object to the proposed plan to extend Shadowwood Street into the Whispering Firs development. Extending Shadowwood into the proposed development would increase vehicular traffic through the Clear Lake Estates neighborhood, instead of routing the traffic from the proposed development onto more suitable arterials such as Wheatland Road and O'Neil Road. Increased vehicular traffic on Shadowwood, Boardwalk, Park Place and Cater would endanger the neighborhood children playing and walking to and from the grade school in the heart of this older development. A through street here would also make our neighborhood more vulnerable to crime. Furthermore, the proposed Shadowwood street extension would fall within yards of the intersection of Shadowwood and Boardwalk, which has an atypical angle (not a 90° intersection), which poses a greater hazard from vehicular traffic as evidenced by an accident at this intersection in the summer of 1998. We ask that if the City grants permission to go ahead with any version of a Whispering Firs development, Shadowwood would be open only to foot and bicycle traffic.
- Surface drainage: We ask that development approval be withheld until Boardwalk Street residents approve a surface drainage plan that meets not only City of Keizer minimum requirements, but also addresses area-specific drainage problems, so that this development will not experience the kinds of ongoing drainage problems still occurring at the recent development off O'Neil Road.
- We understand Keizer's tree ordinance requires that trees be replaced at the rate of two for each significant tree removed. We would insist that Whispering Firs developers comply with this ordinance.
- While we understand that the urban growth boundary has been extended to Clear Lake Road and developers have every right to request permission to build on all land up to that point, we as parents know that the schools have no room for the children in these new houses. For this reason, we request that the City withhold approval for the development until sufficient new schools have been built in north Keizer to accommodate these new school children.

<u>Name</u>	<u>Address</u>	<u>Name</u>	<u>Address</u>
<i>Joanna Jenson</i>	<i>183 Cedar Bluff Cir. N Keizer</i>		
<i>Mary Jenson</i>	<i>183 Cedar Bluff</i>	<i>N. Keizer</i>	

On Proposed Subdivision No. 99-03, Whispering Firs

We, the residents of the Clear Lake Neighborhood would like to voice our concerns regarding the above proposed subdivision.

- Traffic on main arteries: A subdivision of 91 houses will significantly add to the existing heavy traffic on Wheatland Road and will further stress the intersections of Wheatland Road at River Road and River Road at Manzanita. We would like to see all development north of Clear Lake School deferred until improvements can be made to these intersections.
- Neighborhood traffic: Putting Shadowwood Street through into the proposed new Whispering Firs subdivision would increase the traffic on the neighborhood streets, Shadowwood, Boardwalk, Park Place and Cater and Cater, endangering neighborhood children, would allow criminals easy access to the back of Clear Lake School, would make our homes more vulnerable to burglars. We ask that if the City grants permission to go ahead with any version of a Whispering Firs development, Shadowwood would remain closed to anything but foot and bicycle traffic.
- We understand Keizer's tree ordinance requires that trees be replaced at the rate of two for each significant tree removed. We would insist that Whispering Firs developers comply with this ordinance.
- While we understand that the urban growth boundary has been extended to Clear Lake Road and developers have every right to request permission to build on all land up to that point, we as parents know that the schools have no room for the children in these new houses. For this reason, we request that the City put a moratorium on all building north of Clear Lake School until sufficient new schools have been built in north Keizer to accommodate these new school children.
- We are concerned with the proposed Whispering Firs lot sizes. We understand that the minimum lot size is 5000 sq. ft. and several lots in the proposal are just this size or slightly larger. We have seen that small houses on tiny lots quickly become rental properties in Keizer, and would not like to see this negative trend occurring in this area. We would ask that the plan be modified to build fewer, larger homes on lots exceeding the minimum size required.

Name	Address	Name	Address
Dawn Horden	900 Cater Ct NE	Sally Wells	911 Cater Ct NE
Tom & Vicki Scott	870 Cater Ct NE	James & Jane Mattingly	921 Cater Ct NE
Tim & Edie Kernal	920 Cater Ct NE	Steve & Christine Rogerson	931 Cater Ct NE
Steve & Christine Rogerson	931 Cater Ct, NE	John & Sheri Jones	971 Cater Ct NE
Sandra & Brian Bellamy	940 Cater Ct		

BEFORE THE LAND USE HEARINGS OFFICER
FOR THE CITY OF KEIZER

Regarding a request by The Meadows Group for	)	FINAL ORDER
approval of a proposed 90-lot single-family residen-	)	
tial subdivision within an Urban Transition (UT)	)	Subdivision Case No. 99-03
zoning district	)	(The Meadows Group)

— PRELIMINARY SUBDIVISION / PLAT: *Approved*, with conditions —

A. SUMMARY OF PERTINENT FACTS

Applicant The Meadows Group (“Applicant”) seeks preliminary approval pursuant to the KEIZER DEVELOPMENT CODE (“KDC”) § 3.108.04 of a proposed 90-lot, single-family residential subdivision.

The 17.39-acre parcel, presently addressed as 7510 Wheatland Road N. (the “subject property”), lies within an Urban Transition (UT) zoning district in an area designated Low Density Residential on the City’s COMPREHENSIVE PLAN Land Use Map. KDC § 2.118.10 provides that a proposed subdivision “may be considered on property in the UT zone if public sewer and water will be available at the time of development,” and it further provides that

“[n]otwithstanding the zone change procedures in Section 3.1, upon approval and recordation of the plat . . . , the land included in the plat . . . shall automatically be rezoned to the RS (SINGLE-FAMILY RESIDENTIAL) Zone.”

Applicant proposes to access the subject property via Wheatland Road on the western boundary of the subject property and via a westerly extension of that portion of Barnick Road that lies to the east of the subject property. Applicant proposes to construct two street stubs in the western portion of the development in order to serve connectivity requirements for future development potential to the north and south; at the present time, the southerly stub will be aligned to connect with Shadowwood Street in the adjoining Clearlake Estates subdivision to the south of the subject property. A city park and school property abut the northern and southern boundaries, respectively, of the eastern portion of the subject property.

B. HEARING AND RECORD

The Hearings Officer heard testimony at a public hearing on February 25, 1999. The City rendered its "*Staff Recommendation*" ("STAFF REPORT") on February 18, 1999. Except as may be modified, augmented, or rejected within this decision, the Hearings Officer adopts the pertinent factual discussion in that STAFF REPORT as his own, and incorporates it within this decision by this reference. All exhibits and records of testimony have been filed with the Keizer Community Development Department.

The Hearings Officer had no *ex parte* contacts, bias, or conflicts of interest to disclose. Pursuant to ORS 197.763(5), the Hearings Officer declared to those in attendance at the hearing that: (1) the subdivision approval criteria in KDC § 3.108.04 and other identified development standards cited in the STAFF REPORT would control Applicant's approval request; (2) all testimony and documentary evidence must be directed to the prescribed approval criteria or to other identified approval criteria in the City's DEVELOPMENT CODE, COMPREHENSIVE PLAN, or other identified source; and (3) the failure to raise any factual or legal issue with specificity and clarity sufficient to allow the Hearings Officer or any participant to address and respond to such issue may preclude any appeal based upon the Hearings Officer's resolution of such issue.

Associate City Planner Maria Meier summarized the application and the STAFF REPORT, following which the Hearings Officer took testimony and other comments. Mark Grenz testified on behalf of Applicant. Kenneth Teel, Dan Zahn, Brenda Lee, Brian Schwindt, Julie Yamaka (on behalf of the Clear Lake Estates Neighborhood Association), Dave Maddison, Bob Ohrn, Colleen Eggleston, John Troncoso testified in opposition to various aspects of the proposed subdivision. John Beare and Jay Puppo posed questions about certain aspects of the proposal (*viz*, adequacy of notice and traffic impacts to the subdivision to the south). Ms. Meier, City Planner Amy Drought, and City Engineer William Peterson responded on behalf of the City to questions from the Hearings Officer and the witnesses.

The Hearings Officer left the record open until 5:00 p.m. on March 11 to accord Mr. Puppo the opportunity to submit additional comments concerning the potential for traffic safety impacts attributable to the connection to Shadowwood, and further left the record open until 5:00 p.m. on March 25 to accord Applicant and other hearing participants the opportunity to respond to any additional comments submitted by Mr. Puppo. The record closed at 5:00 p.m. on March 25.

C. SUBDIVISION APPROVAL CRITERIA

1. CITY'S APPROVAL CRITERIA

The City of Keizer's subdivision "review criteria" in KDC § 3.108.04 provide:

"Approval of a subdivision . . . shall require compliance with the following:

"A. The proposal shall comply with the applicable development standards in Section 2.405 and Section 2.3, as appropriate, including provisions for streets and utilities.^[1]

"B. Each lot shall satisfy the dimensional standards and density standard of the applicable zoning district, unless a variance from these standards is approved.

"C. Adequate public facilities shall be available to serve the existing and newly created parcels."

In turn, KDC § 2.3 prescribes a host of development criteria, standards, specifications, requirements, and procedures (the "Development Standards") for, among other subjects, streets (KDC § 2.302), off-street parking (KDC § 2.303), transit facilities (KDC § 2.305), storm drainage (KDC § 2.306), utility lines and attendant facilities (KDC § 2.307), signs (KDC § 2.308), site and landscaping design (KDC § 2.309), land divisions (KDC § 2.310), yard and lot dimensions (KDC § 2.312), accessory structures and uses (KDC § 2.313), single-family dwellings (KDC § 2.314), and design (KDC § 2.315).

Only a few of the Development Standards in KDC §§ 2.302 to 2.315 involve matters that must be addressed for purposes of any request for preliminary subdivision/plat approval. The remainder involve post-approval review or consideration.

¹ KDC § 2.405 prescribes regulatory and development standards for "manufactured home parks." Applicant proposes no "manufactured home park," thus KDC § 2.405 has no application here.

Also, KDC §§ 2.102.05–2.102.06 separately prescribe various dimensional and development standards within the RS zoning district.^[2] However, with the exception of the “density” standard prescribed by KDC § 2.102.06(I) (*see* STAFF REPORT at 13), those particular standards do not function as approval criteria for purposes of a request for preliminary subdivision approval.

2. POST-APPROVAL REVIEW STANDARDS WIELDED BY THE CITY AND OTHERS

The STAFF REPORT identifies the necessity of certain reviews conducted by the City as well as various service providers or regulatory entities after any preliminary subdivision/plat approval rendered by the Hearings Officer. The nature of such post-approval reviews determines the extent of an applicant’s evidentiary burden for purposes of preliminary subdivision/plat review by the Hearings Officer: post-approval reviews that involve *subjective, discretionary* decision-making implicate different considerations than those reviews that involve nothing beyond the application of *objective, non-discretionary* criteria, standards, specifications, or requirements in a ministerial or administrative fashion.

When a preliminary subdivision/plat approval implicates or precedes a number of separate and subsequent reviews and approvals by either the City or other service providers/regulatory entities, and when those separate and subsequent reviews and approvals either allow or necessitate *subjective, discretionary* decision-making beyond ministerial or administrative decisions, then the applicant must provide sufficient information *within this proceeding* to enable the Hearings Officer to conclude that it will be *feasible* for the applicant to comply with any criteria, standards, specifications, or requirements. *Thomas v. Wasco County*, __ Or LUBA __ (1998) (LUBA No. 98–043, September 24, 1998) (slip opinion at 29–31); *Tenly v. Washington County*, __ Or LUBA __ (1998) (LUBA No. 97–110, April 15, 1998) (slip opinion at 5–10); *Rhyne v. Multnomah County*, 23 Or LUBA 442, 447–48 (1992). Moreover, a conclusion of “feasibility” of compliance with another entity’s criteria, standards, specifications, or requirements cannot simply be delegated

² The KEIZER DEVELOPMENT CODE perpetuates an enigma that also lurked within the *former* KEIZER SUBDIVISION AND PARTITIONING ORDINANCE concerning the automatic re-zoning of property from UT to RS upon recordation of an approved subdivision plat.

As noted at the outset of this decision, KDC § 2.118.10 provides that “upon approval and recordation of the plat . . . , the land included in the plat . . . shall automatically be rezoned to the RS (SINGLE-FAMILY RESIDENTIAL) Zone.” A strict — and technically correct — reading of that sequence of events would yield the conclusion that *until* the recordation of the plat the UT zoning district’s development standards would necessarily apply, as opposed to RS district’s development standards. However, as in prior matters in which this oddity has been noted, the Hearings Officer declined to read or interpret KDC § 2.118.10 in that restrictive fashion; it would make no sense to apply the UT zoning district’s development standards to review a proposed subdivision which, *if approved*, would be developed only in accordance with the RS zoning district’s development standards.

to that other entity in a manner that places review beyond public comment; the determination of “feasibility” must occur within the context of the City’s public hearing on the proposed subdivision if any subsequent reviews involve no further public hearing(s). *Sunningdale-Case Heights Association v. Washington County*, __ Or LUBA __ (1998) (LUBA No. 97-217, June 9, 1998) (slip opinion at 14).

“Feasibility” of compliance encompasses more than a conclusion that it will be possible for the applicant to submit necessary documents. *Deal v. City of Hermiston*, __ Or LUBA __ (1998) (LUBA No. 97-238, August 6, 1998) (slip opinion at 13-15); *Sunningdale-Case Heights Association v. Washington County*, __ Or LUBA __ (1998) (LUBA No. 97-217, June 9, 1998) (slip opinion at 14-15). Also, a determination of “feasibility” cannot be supplanted by a finding that compliance might be had at some point *after* the public hearing, or by the imposition of a condition intended only to ensure compliance after-the-fact; the approval process does not work that way. *Deal v. City of Hermiston*, __ Or LUBA __ (1998) (LUBA No. 97-238, August 6, 1998) (slip opinion at 13-15); *DLCD v. Tillamook County*, __ Or LUBA __ (1997) (LUBA No. 96-181, April 21, 1997) (slip opinion at 6-7). The imposition of a condition of approval which, in effect, does nothing more than require an applicant to demonstrate compliance at some later date fails to pass muster; a condition of approval only serves as an *enforcement* tool with respect to criteria, standards, specifications, and requirements that *can* be fulfilled later, not as an approval “by-pass” device by which preliminary determinations about compliance can simply be deferred beyond the public hearing process. See, for instance, *Thomas v. Wasco County*, __ Or LUBA __ (1998) (LUBA No. 98-043, September 24, 1998) (slip opinion at 29-31); *Deal v. City of Hermiston*, __ Or LUBA __ (1998) (LUBA No. 97-238, August 6, 1998) (slip opinion at 13-15); *Sunningdale-Case Heights Association v. Washington County*, __ Or LUBA __ (1998) (LUBA No. 97-217, June 9, 1998) (slip opinion at 14-15); *Tenly v. Washington County*, __ Or LUBA __ (1998) (LUBA No. 97-110, April 15, 1998) (slip opinion at 5-10); and *Rhyne v. Multnomah County*, 23 Or LUBA 442, 447-48 (1992), among others.

On the other hand, to the extent that post-approval reviews by the City or other service providers/regulatory entities employ *objective, non-discretionary* criteria, standards, specifications, or requirements that will be applied in a *ministerial or administrative* fashion, then the requisite conclusion concerning an applicant’s ability to comply (or the “feasibility” of compliance) can in that case — and only in that case — be replaced by one or more conditions of approval that simply require the applicant to conform to all such objectively-applied, non-discretionary, criteria, standards, specifications, or requirements.

D. DISCUSSION AND FINDINGS

1. COMPLIANCE WITH CITY'S APPROVAL CRITERIA

The STAFF REPORT identifies and discusses the pertinent subdivision approval criteria — including applicable development standards — at pages 2–13 thereof, and it further includes specific recommended findings. Except as may be modified, augmented, or rejected within this decision, the Hearings Officer adopts that discussion and findings as his own and incorporates them within this decision by this reference.

(a). Street Standards (KDC § 2.302)

KDC §§ 2.302.03(A)–(M) implement various provisions and standards concerning:

- ◆ connectivity/continuation requirements for newly-dedicated roadways and existing streets (§ 2.302.03(B));
- ◆ alignment requirements (§ 2.302.03(C));
- ◆ stubs for future extension(s) of newly-dedicated roadways (§ 2.302.03(D));
- ◆ intersection angles (§ 2.302.03(E));
- ◆ dedication of right-of-way to accommodate design standards (§ 2.302.03(F));
- ◆ half-street and three-quarter-street allowances (§ 2.302.03(G));
- ◆ maximum cul-de-sac lengths (§ 2.302.03(H));
- ◆ street names (§ 2.302.03(I));
- ◆ design standards for grades and curves (§ 2.302.03(J));
- ◆ frontage standards for arterials and collectors (§ 2.302.03(K));
- ◆ alleys (§ 2.302.03(L)); and
- ◆ street landscaping (§ 2.302.03(M)).

KDC §§ 2.302.04 to 2.302.08 further prescribe:

- ◆ right-of-way and improvement development standards (§ 2.302.04);
- ◆ criteria for modification of development standards (§ 2.302.05);
- ◆ construction specifications (§ 2.302.06);
- ◆ private streets (§ 2.302.07);
- ◆ and private access easements (§ 2.302.08).

KDC §§ 2.302.03 to 2.302.08 implement submittal requirements detailed in KDC § 3.108.02, but their purpose arises from the need to determine whether an applicant can demonstrate compli-

ance with the prescribed standards. Although a submittal requirement ordinarily does not implicate or connote any approval criteria, it can readily function in the same manner as an approval criterion *if* that submittal requirement identifies documents from which a specific determination will be made concerning delineated impacts or effects from a proposal. *Holland v. City of Cannon Beach*, ___ Or LUBA ___ (1999) (LUBA No. 97-097, February 22, 1999) (slip opinion at 5-6 [provision that required identification of development dimensions in preliminary submittals necessarily allowed preliminary determination of compliance with roadway standards]); *Deal v. City of Hermiston*, ___ Or LUBA ___ (1998) (LUBA No. 97-238, August 6, 1998) (slip opinion at 8-9 [provision that referenced “adverse impacts” required findings about traffic even though local provision only required a submittal of a traffic study]). KDC §§ 2.302.03 to 2.302.08 would appear to represent just such requirements.

The STAFF REPORT specifically discusses the City’s review of Applicant’s ability to comply with KDC § 2.302, *et seq.*, at pages 2 to 7. It identifies no particular issues, although it makes a number of references to the necessity of post-approval review in accordance with Exhibit “B” to the STAFF REPORT (the February 16, 1999, comment memorandum that addresses, *inter alia*, “street and drainage improvements”).

Applicant has accepted the discussion in the STAFF REPORT, although it emphasized that the proposed right-of-way and improvement widths for Barnick Road exceeded those widths otherwise prescribed in KDC § 2.302.04 for “Local Street III.” No one at the February 25 hearing challenged any aspect of the feasibility of Applicant’s compliance with the various roadway standards in KDC § 2.302 *et seq.* The Hearings Officer adopts the STAFF REPORT’s discussion as his own and incorporates it within this decision by this reference.

Some area residents expressed concerns about the rationale underlying the proposed extension and development of Barnick Road to the west. However, the connectivity requirement prescribed by KDC § 2.302.03(B) compels the proposed development in the manner proposed by Applicant:

“Continuation of Street. Development proposals shall provide for the continuation of, and connection to, existing streets where necessary to promote appropriate traffic circulation in the vicinity of the development.”

The Hearings Officer concludes that it will be feasible for Applicant to comply with the various provisions within KDC §§ 2.302.03 to 2.302.08, and that appropriate conditions of approval can ensure compliance prior to final plat approval.

(b). Off-Street Parking And Loading
(KDC § 2.303)

KDC §§ 2.303.03 to 2.303.11 prescribe:

- ◆ general off-street parking-and-loading provisions (§ 2.303.03);
- ◆ location and use provisions and requirements (§ 2.303.04);
- ◆ joint use allowances (§ 2.303.05);
- ◆ off-street automobile parking requirements (§ 2.303.06);
- ◆ standards for disabled parking (§ 2.303.07);
- ◆ bicycle parking (§ 2.303.08);
- ◆ carpool and vanpool parking requirements (§ 2.303.09);
- ◆ off-street loading requirements (§ 2.303.10);
- ◆ and parking-and-loading-area development standards (§ 2.303.11).

The STAFF REPORT specifically discusses the City's review of Applicant's ability to comply with KDC § 2.303, *et seq.*, at page 7. It identifies no particular issues and Applicant has accepted the discussion in the STAFF REPORT. The Hearings Officer adopts the STAFF REPORT's discussion as his own and incorporates it within this decision by this reference.

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with anything within KDC §§ 2.303.03 to 2.303.11, the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements within KDC §§ 2.303.03 to 2.303.11. Thus, to the extent that KDC §§ 2.303.03 to 2.303.11 prescribe *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then an appropriate condition of approval will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the City or any other entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment.

(c). Transit Facilities
(KDC § 2.305)

KDC §§ 2.305.01 and 2.305.02 prescribe certain location and design requirements for the implementation of transit facilities. They have no applicability in this instance.

(d). Storm Drainage
(KDC § 2.306)

KDC §§ 2.306.03 and 2.306.04 prescribe certain standards and requirements concerning stormwater management.

In particular, KDC § 2.306.03 provides:

“2.306.03 Plan for Storm Drainage and Erosion Control”

“No construction of any facilities in a development included in [KDC § 2.306.02] shall be permitted until a storm drainage and erosion control plan for the project is prepared by a professional engineer and approved by the City.^[3] These provisions shall also apply to any cut or fill on a property which may impact the velocity, volume, or quality of surface water on adjacent property, or may impact any permanent natural body of water. This [storm drainage and erosion control] plan shall contain at a minimum:

- “A. Run-off. The methods to be used to minimize the amount of runoff other than into an approved point of discharge, siltation, and pollution created from the development both during and after construction.
- “B. Facilities. Plans for the construction of storm sewers, open drainage channels and other facilities which depict line sizes, profiles, construction specifications and other such information as is necessary for the City to review the adequacy of the storm drainage plans.
- “C. Engineering Calculations. Calculations used by the engineer in sizing storm drainage facilities.”

KDC § 2.306.04 prescribes certain “general standards” for stormwater management, and it provides (in pertinent part):

³ KDC § 2.306.02 provides:

“The provisions of this Section shall apply to all new residential land partitions and subdivisions, planned unit developments, multi-family developments (3 or more units), commercial developments, and industrial development; and to the reconstruction or expansion of such developments.”

"2.306.04 General Standards

"A. Requirements. All development shall be planned, designed, constructed and maintained to:

- "1. Protect and preserve existing natural drainage channels to the maximum practicable extent;
- "2. Protect development from flood hazards;
- "3. Provide a system by which water within the development will be controlled without causing damage or harm to the natural environment, or to property or persons within the drainage basin;
- "4. Assure that waters drained from the development are substantially free of pollutants, through such construction and drainage techniques as sedimentation ponds, reseeding, phasing of grading;
- "5. Assure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development;
- "6. Provide dry wells, french drains, or similar methods, as necessary to supplement storm drainage systems;
- "7. Avoid placement of surface detention or retention facilities in road rights-of-way.

"B. Culverts. Where culverts cannot provide sufficient capacity without significant environmental degradation, the City may require the water course to be bridged or spanned.

"C. Easements. In the event any part of a development is traversed by any water course, channel, stream or creek, gulch or other natural drainage channel, adequate easements for storm drainage purposes shall be provided to the City. This [conveyance] shall not imply maintenance by the City.

"* * * * *"

The STAFF REPORT briefly discusses the City's review of Applicant's ability to comply with KDC § 2.306, *et seq.*, at page 7. It identifies no particular issues and Applicant has accepted the discussion in the STAFF REPORT.

Adjoining neighbors expressed concerns about the ability of the proposed subdivision to adequately manage stormwater runoff. However, nothing within KDC §§ 2.306.03 and 2.306.04 specifically prescribes the submittal of any preliminary stormwater management design or details for Hearings Officer review or public comment during a hearing on a request for preliminary subdivision/plat approval; KDC § 2.306.03 provides that “[n]o *construction* of any facilities . . . shall be *permitted*,” as opposed, for instance, to language providing that “no *approval* of any facilities . . . shall be *approved*.” It would appear that the Hearings Officer can do nothing more than prescribe a somewhat superfluous condition of approval to the effect that Applicant shall comply with, among other provisions, the storm drainage provisions in KDC §§ 2.306.03 and 2.306.04.

Accordingly, the record made available to the Hearings Officer makes it plain that Applicant has not offered much of any evidence with respect to (1) preliminary design indications for handling surface water run-off (*see* KDC § 2.306.03(A)), (2) preliminary construction plans (*see* KDC § 2.306.03(B)), or (3) preliminary calculations tending to demonstrate Applicant’s ability to implement a properly functioning stormwater management system (*see* KDC § 2.306.03(C)). And the record made available to the Hearings Officer also confirms that Applicant has submitted nothing of any consequence with respect to his ability, from a preliminary perspective, to fulfill the various standards prescribed within KDC § 2.306.04.

The STAFF REPORT contains, as Exhibit “B,” a comment letter from the City’s Public Works Department dated February 16, 1999, that addresses certain “street and drainage improvement” considerations. The stormwater-related comments include the following:

“* * * * *

“b.) Storm water detention will be required for this site. All storm water and roof drains [shall] be connected to an approved system designed to provide adequate drainage for the proposed new driveways and other hard surfaces.

“* * * * *

“d.) A grading and drainage plan shall be developed for the subject property. Details shall include adequate conveyance of storm water from adjacent property across the subject property.

“* * * * *”

(Exhibit “B” at 3.)

Applicant has offered precious little evidence within the record made available to the Hearings Officer concerning his ability to comply with (or the feasibility of complying with) the criteria, standards, specifications, or requirements that might be imposed by the City, except to declare confidence in his ability to comply.

Although nothing within the KEIZER DEVELOPMENT CODE expressly requires the submittal of any preliminary design or technical details concerning the design of an appropriate stormwater management system, it nevertheless remains implicit within KDC §§ 2.306.03 and 2.306.04 that Applicant must demonstrate some threshold ability — at least from the perspective of *preliminary* subdivision/plat approval — to comply with any technical design criteria, standards, specifications, or requirements that might compel a material alteration of some development aspect of the proposed subdivision/plat in order to implement a properly functioning stormwater management system. Applicant has not done that.

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with anything within KDC §§ 2.306.03 and 2.306.04, the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements within KDC §§ 2.306.03 and 2.306.04. Thus, to the extent that KDC §§ 2.306.03 and 2.306.04 prescribe *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then an appropriate condition of approval will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the City or any other entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment.

(e). Utility Lines And Facilities
(KDC § 2.307)

KDC §§ 2.307.02(B)–(F) prescribe:

- ◆ criteria, standards, requirements, and specifications for the installation of water lines (§ 2.307.02(B));
- ◆ private utilities (§ 2.307.02(C));
- ◆ sanitary sewers (§ 2.307.02(D));
- ◆ street lights (§ 2.307.02(E));
- ◆ and easements for utility purposes (§ 2.307.02(F)).

The STAFF REPORT briefly discusses the City's review of Applicant's ability to comply with KDC § 2.307, *et seq.*, at page 7. It identifies no particular issues and Applicant has accepted the discussion in the STAFF REPORT.

Like the stormwater issue discussed just above, nothing within KDC §§ 2.307.02(B)–(F) specifically prescribes the submittal of any particular details for Hearings Officer review or public comment during a hearing on a request for preliminary subdivision/plat approval. It would

appear that the Hearings Officer can do nothing more than prescribe a somewhat superfluous condition of approval to the effect that Applicant shall comply with, among other provisions, the provisions in KDC §§ 2.307.02(B)–(F). Nevertheless, Applicant must nevertheless demonstrate the ability to comply with whatever criteria, standards, specifications, or requirements that KDC §§ 2.307.02(B)–(F) *do* happen to prescribe.

Although the Hearings Officer readily agrees with Applicant that nothing within the KEIZER DEVELOPMENT CODE expressly requires the submittal of any preliminary design or technical details for purposes of KDC § 2.307.02(B)–(F), it nevertheless remains implicit within subdivision development standards like KDC §§ 2.307.02(B)–(F) that Applicant must demonstrate some threshold ability — at least from the perspective of *preliminary* subdivision/plat approval — to comply with any technical design criteria, standards, specifications, or requirements that might compel a material alteration of some development aspect of the proposed subdivision/plat that Applicant provided for public review and comment. Applicant has not done that.

The preliminary site plan identified as Exhibit “A” to the STAFF REPORT offers some — but not many — details concerning Applicant’s ability to comply with the various provisions in KDC §§ 2.307.02(B)–(F). But some requirements have received only an assumption of Applicant’s ability to comply with all that KDC §§ 2.307.02(B)–(F) requires. For instance, KDC § 2.307.02(B) requires Applicant to “install water facilities and grant necessary easements pursuant to the requirements of the City,” KDC § 2.307.02(C) requires Applicant to install private utilities “pursuant to the requirements of the district or company serving the development,” and KDC § 2.307.02(D) requires Applicant to install sanitary sewers “pursuant to the requirements of the [C]ity,” yet nowhere does the record identify what those requirements might be, which, in turn, leaves a void in the record with respect to the question whether technical design elements might compel a revision of some development aspect of the preliminary site plan that Applicant presented to members of the public. The same can be said for the various comments in Exhibit “B” to the STAFF REPORT with respect to “sanitary sewers” and “water system.”

Although the Hearings Officer has little concerns about Applicant’s ability to comply with whatever KDC §§ 2.307.02(B)–(F) prescribes, because the record made available to the Hearings Officer offers insubstantial evidence to conclude that it will be feasible for Applicant to implement KDC § 307.02(A)–(F), the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements within KDC §§ 2.307.02(A)–(F). Thus, to the extent that KDC §§ 2.306.03 and 2.306.04 prescribe *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then an appropriate condition of approval will secure Applicant’s compliance with such criteria, standards, specifications, or requirements. However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the City or any other entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment.

(f). Signs
(KDC § 2.308)

KDC §§ 2.308.03 to 2.308.10 prescribe:

- ◆ various provisions regulating review procedures for signs (§ 2.308.03);
- ◆ regulation of nonconforming signs (§ 2.308.04);
- ◆ signs allowed outright (§ 2.308.05);
- ◆ description of prohibited signs (§ 2.308.06);
- ◆ standards for non-commercial signs (§ 2.308.07);
- ◆ standards for commercial and industrial signs (§ 2.308.08);
- ◆ conditional use criteria for signs (§ 2.308.09);
- ◆ and variance criteria and procedures (§ 2.308.10).

They have no applicability in this instance.

(g). Site And Landscaping Design
(KDC § 2.309)

KDC §§ 2.309.02 to 2.309.06 prescribe:

- ◆ applicability criteria for landscaping (§ 2.309.02);
- ◆ minimum area requirements (§ 2.309.03);
- ◆ general standards, requirements, and specifications for landscaping matters (§ 2.309.04);
- ◆ screening and buffering requirements and standards (§ 2.309.05);
- ◆ and planting and maintenance requirements and standards (§ 2.309.06).

The STAFF REPORT makes no mention of KDC §§ 2.309.02 to 2.309.06, and the provisions therein would appear to have no application to the request for preliminary subdivision/plat approval.

(h). Development Standards For Land Divisions
(KDC § 2.310)

KDC §§ 2.310.03 to 2.310.07 prescribe:

- ◆ dimensional and other development standards for lots (§ 2.310.03);

- ◆ various design standards for subdivisions (§ 2.310.04);
- ◆ improvement requirements for partitions (§ 2.310.05);
- ◆ improvement requirements for subdivisions (§ 2.310.06); and
- ◆ improvement procedures (§ 2.310.07).

The STAFF REPORT specifically discusses the City's review of Applicant's ability to comply with KDC § 2.310, *et seq.*, at pages 8 to 11. It identifies no particular issues and Applicant has accepted the discussion in the STAFF REPORT. No one at the February 25 hearing challenged any aspect of the feasibility of Applicant's compliance with the various development standards in KDC § 2.310 *et seq.* The Hearings Officer adopts the STAFF REPORT's discussion as his own and incorporates it within this decision by this reference.

KDC § 2.310.06 in particular prescribes a number of development requirements for subdivisions, including (among other requirements) frontage improvements (§ 2.310.06(A)), drainage and storm sewer improvements (§ 2.310.06(E)), installation of sanitary sewers (§ 2.310.06(F)), and installation of water lines (§ 2.310.06(G)). Beyond the proposed site plan attached as Exhibit "A" to the STAFF REPORT, Applicant has submitted nothing that tends to demonstrate that compliance with all the various improvement requirements in KDC § 2.310.06 will necessarily be feasible. Applicant did submit an undated letter entitled "Whispering Firs Supplemental Information" that identifies the various provisions within KDC §§ 2.310.03, 2.310.04, and 2.310.06, but it primarily offers conclusory assurances that Applicant can fulfill those provisions. However, a conclusory statement by an applicant that it can or has met the applicable approval criteria, without more, does not suffice as evidence sufficient for a finding of compliance. *Turrell v. Harney County*, ___ Or LUBA ___ (1998) (LUBA No. 97-103, May 1, 1998) (slip opinion at 11).

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with anything within KDC §§ 2.310.03 to 2.310.07, the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements within KDC §§ 2.310.03 to 2.310.07. Thus, to the extent that KDC §§ 2.310.03 to 2.310.07 prescribe *objective, non-discretionary* criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then an appropriate condition of approval will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the City or any other entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment.

(i). Planned Unit Development Design Standards
(KDC § 2.311)

KDC §§ 2.311.02 to 2.311.09 implement criteria, standards, specifications, requirements, and procedures applicable solely with respect to planned unit developments. They have no application in this instance.

(j). Yard And Lot Standards
(KDC § 2.312)

KDC §§ 2.312.02 to 2.312.10 prescribe:

- ◆ threshold requirements applicable to “yards” (§ 2.312.02);
- ◆ standards and requirements for separation of lot or yard areas (§ 2.312.03);
- ◆ special street setbacks for yards (§ 2.312.04);
- ◆ parking restrictions associated with yards (§ 2.312.05);
- ◆ limitations on projections into front yards (§ 2.312.06);
- ◆ limitations on projections into side yards (§ 2.312.07);
- ◆ limitations on projections into rear yards (§ 2.312.08);
- ◆ vision clearance standards and requirements (§ 2.312.09); and
- ◆ standards for fences, walls, and hedges (§ 2.312.10).

The STAFF REPORT makes no mention of KDC §§ 2.312.02 to 2.312.10, and the provisions therein would appear to have no application to the request for preliminary subdivision/plat approval.

(k). Accessory Structures And Uses
(KDC § 2.313)

KDC §§ 2.313.01 and 2.313.02 prescribe various criteria, standards, specifications, and requirements for accessory structures and uses associates with (1) single-family/duplex uses and (2) multi-family/public/semi-public/commercial/industrial uses, respectively. They have no applicability in this instance.

(I). Standards For Single-Family Dwellings (KDC § 2.314)

KDC § 2.314(A)-(I) prescribe various design features that must be incorporated within single-family dwellings. The STAFF REPORT makes no mention of KDC §§ 2.314, and the provisions therein would appear to have no application to the request for preliminary subdivision/plat approval.

2. OTHER ENTITIES' APPROVAL CRITERIA OR DEVELOPMENT STANDARDS

The STAFF REPORT's recommended conditions of approval for the proposed subdivision identify the necessity of post-approval review of various aspects of the proposed use by the following entities: Keizer Department of Public Works, Keizer City Engineer, Keizer (or perhaps the Marion County) Fire District, City of Salem Department of Public Works, and other private utility/service providers. (*Id.* at 14-16.)

To the extent that each of the entities in the preceding paragraph prescribes *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then an appropriate condition of approval will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the any entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment.

3. OTHER ISSUES

Witnesses at the February 25 hearing, as well as written comments submitted to the City in advance of the hearing, expressed concerns about (1) the accuracy of Applicant's tree plan, (2) erosion control during development, (3) impacts on area surface drainage, (4) impact(s) on schools, and (5) the generation of off-site traffic. However, nothing within the KEIZER DEVELOPMENT CODE incorporates any consideration of those specific issues within the pertinent preliminary approval criteria that the Hearings Officer can apply.

One witness — Jay Puppo — raised the separate question whether the proposed north-south connector that would connect to Shadowwood Street in the adjoining subdivision would create a hazardous route through the adjoining subdivision. The Hearings Officer deemed that particular

issue to raise an issue of health, safety, or welfare that would transcend any specific subdivision approval criteria and would allow him to consider that issue on that basis. Mr. Puppo subsequently submitted a March 10, 1999, "traffic safety study" that addresses (1) "child/pedestrian safety," (2) "traffic safety," (3) "policing and traffic safety," (4) traffic and crime[-]related issues," and (5) the "safety of Barnick Road." Some of those topics exceed the reason the Hearings Officer left the record open.

- ◆ Child/Pedestrian Safety. Mr. Puppo asserts that the "increased traffic [through the Clearlake Estates subdivision] will significantly increase the likelihood that a pedestrian (probably a small child) will be struck by an automobile." (*Id.* at 1.) Because of the proximity of Clearlake Elementary School to both the proposed subdivision and the Clearlake Estates subdivision, Mr. Puppo's A.M. and P.M. Peak Hour traffic counts at the intersection of Cater and Parkplace reflect substantially more vehicle trips through that intersection than would otherwise be anticipated from the existing neighborhood during those times. However, the traffic study identifies no *existing* pedestrian safety hazards attributable to any particular factor, nor does it identify any *potential* safety hazards attributable to Applicant's proposed subdivision. Traffic volume alone does not constitute a cognizable pedestrian hazard. The traffic study affords no evidentiary basis for the Hearings Officer to conclude that the connector to Shadowwood will *necessarily* precipitate some hazardous condition.
- ◆ Traffic Safety. Mr. Puppo asserts that "the intersection of Shadowwood and Boardwalk is less than the required 90° angle" and offers that "[i]t is widely agreed that irregular intersections have more accidents than standard 90° intersections." (*Id.* at 2.) There exists little question but that the Shadowwood/Boardwalk intersection presents an odd turning configuration. However, the record affords no evidentiary basis for the Hearings Officer to conclude that that configuration — or the intersection itself — will *necessarily* yield a more hazardous condition with the advent of the connector to the proposed subdivision. The Hearings Officer does not agree with the comment that "irregular intersections have more accidents than standard 90° intersections," and the record offers nothing to confirm that declaration. The fact that an accident may have occurred at that intersection does not yield sufficient data, particularly in the absence of any information about the cause of the accident and the time period that the intersection has been in use. The traffic study fails to identify a *specific* traffic hazard associated with the Shadowwood/Boardwalk intersection, and the Hearings Officer has no evidentiary basis upon which to presume that some unknown increase in traffic would necessarily cause a hazardous situation from that basis alone. The Hearings Officer cannot rely upon conclusions or assumptions that certain events may or may not occur.
- ◆ Policing and Traffic Safety Issues. To a large extent this particular issue reiterates the substance of the first issue, above. Suffice it to say that the traffic safety study affords no evidentiary basis from which the Hearings Officer can draw any conclusions; nothing identifies the likelihood that the proposed subdivision will either exacerbate some

existing traffic safety hazard in the Clearlake Estates subdivision or will *create* some new hazard. The Hearings Officer cannot rely upon conclusions or assumptions that certain events may or may not occur.

- ♦ Traffic and Crime-Related Issues. Not only does this particular subject exceed the reason why the Hearings Officer left the record open for traffic safety issues, but the traffic safety study offers no evidentiary basis from which the Hearings Officer can draw any particular conclusions about the proposed subdivision with respect to this topic. The Hearings Officer cannot rely upon conclusions or assumptions that certain events may or may not occur.
- ♦ Barnick Road Safety. This issue exceeds the reason why the Hearings Officer left the record open for traffic safety issues; the request to submit a traffic safety study at the hearing focused on the proposed connector to the Clearlake Estates subdivision.

In Applicant's March 19, 1999, response, Applicant explains that its response has been hampered somewhat because of the format of Mr. Puppo's narrative; Applicant urges that the information offered by Mr. Puppo "should be prepared by professional parties based on standards [*sic*] methods of analysis so that accurate comparisons can be obtains [*sic*]." (*Id.* at 1.) The Hearings Officer agrees that Mr. Puppo's traffic safety analysis fails to provide sufficient *facts* — to be distinguished from assumptions and hypotheses — that would aid in the analysis of any potential traffic safety issues, but those facts do not always need to be submitted in the form of expert testimony.

Although the Hearings Officer understands that the residents of the Clearlake Estates subdivision have no desire for the proposed connector to Shadowwood, the record offers no facts sufficient for the Hearings Officer to conclude that the connector will either *create* any particular traffic safety hazard or exacerbate some *existing* hazard. More vehicle trips alone, without some aggravating factor, does not necessarily yield a traffic safety hazard.

E. DECISION

The Hearings Officer approves the proposed 90-lot subdivision as described and detailed in Applicant's application, including Applicant's proposed site plan and related drawings, subject to Applicant's fulfillment of the conditions set forth below prior to any final plat approval.

F. CONDITIONS OF APPROVAL

Applicant shall comply with the following conditions of approval, some of which may represent requirements and limitations that will remain effective for the duration of the requested use and some of which may represent requirements that Applicant must fulfill before obtaining final plat approval.

This approval does not purport to address non-City entities or service providers that may prescribe independent criteria, standards, specifications, or requirements not considered within this approval. Nor does this approval serve to exonerate Applicant from complying with such other criteria, standards, specifications, or requirements. Applicant has not demonstrated the feasibility of fulfilling any independent criteria, standards, specifications, or requirements prescribed by non-City entities or service providers.

1. Applicant shall comply with and otherwise fulfill the various conditions identified and recommended in parts V ("Development Considerations") and VI ("Recommendations and Conditions") at pages 14-16 of the STAFF REPORT, respectively, *except* that the reference to "Dearborn Avenue" in part VI, paragraph 4, on page 14 of the STAFF REPORT shall be modified to read "Wheatland Road."

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with any criteria, standards, specifications, or requirements prescribed by the various regulatory entities or service providers identified in parts V ("Development Considerations") and VI ("Recommendations and Conditions") at pages 14-16 of the STAFF REPORT, the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements prescribed by such regulatory entities or service providers. Therefore, to the extent that such regulatory entities or service providers identified in parts V ("Development Considerations") and VI ("Recommendations and Conditions") at pages 14-16 of the STAFF REPORT prescribe *objective, non-discretionary* criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then the condition of approval in the preceding paragraph will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, this preliminary subdivision/plat approval will cease to exist as an effective approval if any post-approval review by such regulatory entities or service providers necessitates any *subjective, discretionary* decision-making; in that event, this matter shall be reviewed by the Hearings Officer via another public hearing. Any deviation from the limitation prescribed in the previous sentence shall automatically vitiate this approval, as this preliminary subdivision/plat approval necessarily depends upon the observance of that limitation.

2. The final plat shall contain a note indicating that the owners of Lots 1 to 5 shall maintain the private street that serves those lots in perpetuity. All costs or periodic maintenance and necessary repairs to that private street shall be borne exclusively by the then-owners of those lots, as well as subsequent purchasers and any other successors-in-interest. Applicant shall prepare and shall submit to the City for its review and approval an appropriate declaration that implements a private roadway and joint maintenance agreement to be recorded concurrently with any final plat.
3. Applicant shall further comply with all pertinent subdivision "Development Standards" prescribed within KDC § 2.3 and identified in both the STAFF REPORT and this decision.

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with any of the Development Standards other than the street standards in KDC §§ 2.302.03 to 2.302.08, the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements within the remainder of the applicable Development Standards discussed in this decision. To the extent that any Development Standards (other than the street standards in KDC §§ 2.302.03 to 2.302.08) prescribe *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then the condition of approval in the preceding paragraph will secure Applicant's compliance with such criteria, standards, specifications, or requirements. However, this preliminary subdivision/plat approval will cease to exist as an effective approval if any post-approval review or application of the Development Standards necessitates any *subjective, discretionary* decision-making; in that event, the application of the Development Standard(s) in question shall be reviewed by the Hearings Officer via another public hearing. Any deviation from the limitation prescribed in the previous sentence shall automatically vitiate this approval, as this preliminary subdivision/plat approval necessarily depends upon the observance of that limitation.

4. Except to the extent modified, eliminated, or supplemented by any of the various conditions of approval in the STAFF REPORT or in this decision, Applicant shall comply with and otherwise fulfill the comments, recommendations, and requirements that appear in the Public Works Department's February 16, 1999, comment letter (Exhibit "B" to the STAFF REPORT).

Because the record offers insubstantial evidence for the Hearings Officer to conclude that it will be feasible for Applicant to comply with any of the recommended conditions in the Public Works Department's comment letter (other than certain street improvements), the Hearings Officer must presume that Applicant can only comply with objective criteria, standards, specifications, or requirements that implement those recommended conditions. To the extent that any of the recommended conditions in the Public Works Department's comment letter (other than certain street improvements) prescribe *objective, non-discretionary*, criteria, standards, specifications, or requirements applied in a *ministerial or administrative fashion*, then the condition of approval in the preceding paragraph will secure Applicant's

compliance with such criteria, standards, specifications, or requirements. However, this preliminary subdivision/plat approval will cease to exist as an effective approval if any post-approval implementation of the recommended conditions in the Public Works Department's comment letter (other than certain street improvements) necessitates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Any deviation from the limitation prescribed in the previous sentence shall automatically vitiate this approval, as this preliminary subdivision/plat approval necessarily depends upon the observance of that limitation.

5. Applicant shall replace each significant tree removed from the subject property with two trees each, in accordance with Applicant's tree plan submitted to the City.

G. APPEAL RIGHTS

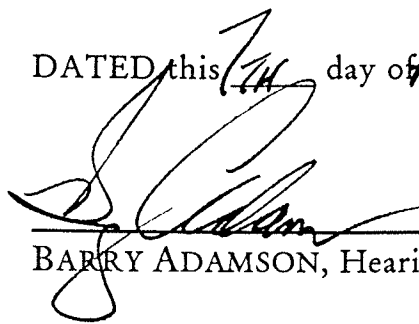
Any interested person, including the applicant, who disagrees with this decision may appeal the decision to the City Council. Any such appeal must be filed with the Keizer Community Development Department, 930 Chemawa Road, N.E., Keizer, Oregon 97303, by 5:00 p.m. on or before the tenth day following the date of mailing of this decision, and accompanied by any necessary filing fee.

The appeal must:

- ◆ be in writing,
- ◆ request that the Council hold a hearing on the application, and
- ◆ *either* explain why the appellant believes the decision to be factually or legally incorrect or based on incomplete facts, *or* present new facts material to the decision, the omission of which resulted in a factually or legally incorrect decision, *or* offer modifications to the decision that will conform the proposal to the requirements of the pertinent criteria governing the application.

This decision shall be effective and final after the tenth day following the date of mailing, unless appealed.

DATED this 7th day of April, 1999.



BARRY ADAMSON, Hearings Officer

[Submitted to City by mail: April 7, 1999]

To: Barry Adamson, Keizer Hearings Officer

From: Jay Puppo *JAM*

Subject: Subdivision Case No. 99-03 and related Traffic Safety Study

Date: March 10, 1999

RECEIVED
MAR 11 1999
City of Keizer

Thank you for the opportunity to provide traffic safety information on the proposed Whispering Firs subdivision.

Several residents of the Clearlake Estates subdivision worked together to bring you this traffic safety study. It illustrates the adverse impact on the health and safety of the residents if the Whispering Firs application is approved. The report addresses five areas: child/pedestrian safety, traffic safety, policing and traffic safety, traffic and crime related issues, and the safety of Barnick Road. After reviewing these facts, I'm confident you will perform your duty as outlined in ORS 92 to take into consideration the health and safety of the public and deny the application as currently proposed.

Child/Pedestrian Safety

Connecting Whispering Firs to the Clearlake Estates neighborhood will increase the number of cars and pedestrians using the streets within the Clearlake Estates neighborhood. This increased traffic will significantly increase the likelihood that a pedestrian (probably a small child) will be struck by an automobile.

The Clearlake Estates neighborhood^a is located immediately south of the proposed Whispering Firs development. Clearlake Elementary is located due east of Clearlake Estates. The neighborhood consists of 78 single and dual family homes. There are 104 school age (and younger) children in the neighborhood or 1.34 children per home. On school days, approximately 82%^b of the children walk to school. The volume of children who walk to school is unusually high because children living less than 1 mile from the school are excluded from riding the bus.

Unfortunately, at the same time most of the kids are walking to and from school, the adults are driving to and from work. On the morning of March 9, 1999 for example, between 7:15 and 9:15 a.m. 104 cars were counted crossing the intersection of Cater and Parkplace. During the same period, 14 children rode bikes and 22 children walked across

^a The Clearlake Estates Neighborhood consists of the following: Shadowwood Ct., Shadowwood St., Boardwalk Ave., Everwood St. NE, Parkplace Dr. NE (to Cater), Cater Dr., and Cater Ct.

^b On March 9, 1999 61 children were counted walking to school in the morning and 85 were counted walking from school in the afternoon. Note: the 82% number may be low as we only counted elementary age children. Middle School and High School age children would also be walking to and from school adding to the pedestrian traffic.

RECEIVED
MAR 11 1999 4:00 pm
City of Keizer
Sara Sol

this intersection. This is 104 cars from a neighborhood of 78 residences or the equivalent of 1.34 cars per residence. Using this formula, Whispering Firs with 91 residences could add the potential of 122 additional cars through this intersection.

Between the hours of 3:00 and 6:00 p.m. on March 9, 1999, 218 cars (or 2.79 cars per residence) passed through this intersection. Using the same logic, Whispering Firs at 91 residences could potentially add an additional 254 cars crossing this intersection each afternoon. That same afternoon, 19 children rode bikes and 47 children walked across the intersection. By opening up Shadowwood Street into Whispering Firs, a potential of 472 cars (those from Clearlake Estates and those from Whispering Firs) could be crossing this intersection each afternoon.

Although we are not aware of any pedestrian accidents at this intersection, the counters did see three “near misses.”

Keep in mind that these counts were taken in March. As we move to the warmer weather months additional children will be playing, riding and skating in the streets. We are concerned that extending Shadowwood Street into Whispering Firs for auto traffic would increase the likelihood of a child being injured there.

According to Civil Engineer Mark Dew^c, there is no scientific method commonly used to quantify the number of cars that would travel from Whispering Firs on Shadowwood Street through the Clearlake Estates neighborhood. However, this will be the most convenient route for traffic headed to Clearlake Elementary, River Road, and other points east and therefore we must reason many will use this route.

Traffic Safety

Not only will the increased volume of auto and pedestrian traffic increase the likelihood of a pedestrian accident, the street design within Clearlake Estates adds to the likelihood of an accident.

In particular, the intersection of Shadowwood and Boardwalk is less than the required 90° angle. Cars moving south on Shadowwood from Whispering Firs then east on Boardwalk will be more likely to under or over compensate^d for the irregular corner. It is widely agreed that irregular intersections have more accidents than standard 90° intersections. Adding auto traffic to this dangerous intersection goes against Keizer’s goal of creating safe and healthy communities.

Visibility is another major concern throughout the Clearlake Estates neighborhood, especially at the intersection of Shadowwood and Boardwalk where multiple cars

^c Dew Engineering is located at 1813 Cascadia Circle, Medford, Oregon 97504.

^d As evidenced by the accident that has already occurred there. A complete accident report is on file with the Keizer Police Department.

regularly park on the corners.^o This is a quiet corner where kids play and ride their bikes. Opening the road to traffic from Whispering Firs will put the kids who live and play in this area at risk.

Making Shadowwood a through street into Whispering Firs creates additional hazards to the children who use the streets and will increase the number of traffic accidents in the area. If our goal is to build safe attractive neighborhoods, we should prevent Shadowwood Street from becoming a through street.

Policing & Traffic Safety Issues

The Keizer Police Department has jurisdiction in the Clearlake Estates neighborhood, as well as the area included in the proposed Whispering First subdivision, for traffic related matters.

The Keizer Police Department has divided the city into three separate districts to better meet the distinctive needs of each area. Clearlake Estates and Whispering Firs are located within City of Keizer District 3. According to Jodi Sherwood, Community Policing Coordinator for the Keizer Police Department, the number one problem in District 3 is **traffic** and related problems. Traffic has been the number 1 issue for this district for many years. Sherwood said the specific traffic related problems are vehicular traffic around schools and speeding vehicles in the neighborhoods.

If Shadowwood Street is extended into the proposed Whispering Firs development, vehicular traffic will increase on Shadowwood, Parkplace, Boardwalk, and Cater. As mentioned previously, this will be greatest when children are walking to and from Clearlake Elementary and adults are driving to and from work.

The following streets within the Clearlake Estates neighborhood are **not** manned by school crossing guards: Shadowwood and Boardwalk, Boardwalk and Parkplace, Parkplace and Cater, and Cater and Parkmeadow. However, the intersection of Wheatland Road and Parkmeadow is manned by school crossing guards. Increasing auto traffic to unmanned intersections clearly imposes a greater risk to those children who walk through the Clearlake Estates neighborhood. Vehicle traffic should be directed towards intersections with crossing guards in place.

Traffic and Crime Related Issues

The Keizer Police Department and the citizens of District 3 also handle crime related issues within the Clearlake Estates neighborhood. Jodi Sherwood said that the police department made a big push for Neighborhood Watch groups when it embraced Community Policing a few years ago. This was in response to a large number of burglaries and other larceny related crimes. The concept of Neighborhood Watch

^o The property at 7464 Shadowwood and 728 Boardwalk and the property and 768 Boardwalk and 7475 Parkplace Drive are duplexes with single-car garages. Note: at the writing of this report, one of the duplexes is unoccupied temporarily reducing the number of cars on the street.

involves getting to know each other and an increased awareness of who belongs in the neighborhood and who is suspicious in the neighborhood. Neighborhood residents are encourage to report suspicious persons to the police department, thereby increasing the identification and apprehension of criminals at work in the neighborhood, as well as preventing crimes from occurring.

The residents of Shadowwood, Boardwalk, Parkplace and Cater know each other. We know which vehicles belong in the neighborhood and which ones don't. We're able to report suspicious activities to the police. Ours has been a safe neighborhood thus far. Connecting Shadowwood Street to the proposed development will destroy our ability to know which vehicles belong in the neighborhood and which ones don't. It would make us less effective in reporting suspicious activities.

Furthermore, a neighborhood with only one entry and exit point is easier to police than those with more than one because criminals are less likely to "get away" once they're reported.

Lastly, the commission of a crime contains three elements: Intent, Means, and Opportunity. Absent one of these elements, a crime will not occur. With regard to burglary and theft, the most common crimes in District 3, the element of Opportunity is important. A criminal won't try to get something if they don't know about it. Chances are criminals won't be in our neighborhood because Shadowwood Street is not a through street and they have no reason to come through here. If, however, Shadowwood Street goes through, more people will be driving through the neighborhood seeing who is home and who is away from home. They will see which cars have nice wheels and which don't. Increased traffic will increase the "opportunity" for criminals to case out our homes making us greater targets for preventable crimes.

The Safety of Barnick Road

The information given to the neighborhood was that Whispering Firs would be a one-phase project. However, at the public hearing the developer indicated he may want to build in phases from west to east. However, he has not provided timelines for the phases. Therefore, the imminent connection to Barnick Road is in doubt. It is possible that it will take years before the development connects to Barnick Road. Until the development connects to Barnick, Shadowwood would be the only alternative to Wheatland Road.

Furthermore, the development drawing indicates, "By Others" where the development connects to Barnick Road. At the public hearing, neither the developer nor the city engineer could say who the "others" are or when they may choose to finish the connection.

We are also concerned about the safety of those travelling on Barnick Road once it connects to the development. Again, at the public hearing the developer could not guarantee that the Barnick Road would meet the width requirements. As a primary route

to the school, Barnick Road must be wide enough to provide adequate visibility. Approving the development as proposed endangers the children who use this street.

Conclusion

Section 2.302 of the Keizer Land Development Code requires:

“The location, width, and grade of streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of land to be served by the streets.”

The Whispering Firs development, (as proposed), violates the Keizer Land Development Code by creating unacceptable safety hazards. Opening Shadowwood Street to automobile traffic from Whispering Firs may lead to additional pedestrian and auto accidents. The increased auto traffic will lead to an increase in crime in the neighborhood. The development plan should be denied until these vital health and safety issues are resolved by the developer in concert with the Clearlake Estates and other surrounding neighborhoods.

Possible Solutions

The City, local neighborhood associations and the developer should work together to address these concerns. Some possible solutions include:

- Developer purchases land and upgrades Barnick Road where it connects to Whispering Firs providing adequate visibility.
- Change lots 82-85 into a cul-de-sac with an alleyway for bicycle and pedestrian traffic. Doing so would maintain auto traffic within the Clearlake Estates neighborhood at an acceptable level while allowing convenient access and promote “community” between the two neighborhoods. This would also allow the developer one more lot, the funds from which could help offset the cost of upgrading the Barnick Road connection.
- Leave the barricade on Shadowwood as has been done in at least two other Keizer locations: 4th and Kestrel and Rivercrest and Fall Creek^f.

^f Photos and diagrams available upon request.



CONSULTANTS

1155 13th Street, S.E.

Salem, Oregon 97302

(503) 363-9227

March 19, 1999

Barry Adamson
Keizer Hearings Officer
City of Keizer
Keizer, Oregon 97303

RE: Subdivision Case No. 99-03
Response to Puppo Traffic information

Dear Barry:

This letter is to provide a response to the information that was provided by Jay Puppo related to the Traffic Safety information dated March 10, 1999

First it is necessary to state that to allow the preparation of what should be technical data in this format, by inexperienced parties, makes it impossible to evaluate. This type of information should be prepared by professional parties based on standards methods of analysis so that accurate comparisons can be obtained.

The information presented is not unexpected. If you consider that they have only one way out of there area, you can generate any type of information that you want.

The streets in there area were designed to full City of Keizer standards, 34 feet curb to curb improvements in 50 foot right-of-ways. There is more than sufficient room for traffic and pedestrian travel. The idea that children should be allowed to have access to public streets, unsupervised, is very concerning to us.

It is very likely that most residents in the City of Keizer would like to live

on a dead end street. But that is not likely, with the need for traffic circulation and pedestrian access between neighborhoods. We do not hear of large numbers of children being injured by cars in the Keizer community. In fact we hear of none in the area.

The best thing that can be done for this area is to provide an additional outlet for traffic for there area. This will allow traffic to seek the most appropriate way of travel.

We take great exception to the claims that the intersection of Shadowwood and Boardwalk is no safe. There is very good visibility in this intersection to traffic in all of the directions.

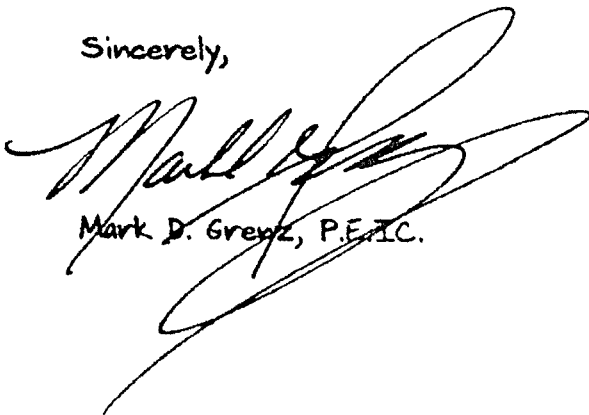
Truly the only situation that exists in this area is that these residents have lived in this area for only a few years with very little traffic. Not excessive traffic, not normal traffic, just there traffic, far less than 95% of the streets and residential areas in the City of Keizer.

It is our opinion that no factual information was provided in this information that would allow you to make a decision that is against the Keizer Development Code.

We request that you issue your decision as soon as possible.

Thanks for your consideration of this matter.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Mark D. Grenz', is written over the typed name below it.

Mark D. Grenz, P.E./IC.

rev'd 5:00 p.m.
3/25/99.

March 25, 1999

Barry Adamson
Keizer Hearings Officer
City of Keizer
Keizer, Oregon 97303

RE: Subdivision Case No. 99-03
Comments on Traffic Safety Information submitted by Jay Puppo,
Comments on Response to the above, submitted by Multi Tech

Dear Mr. Adamson,

You received in Mr. Puppo's Traffic Safety Information study several facts which I noticed that Multi Tech did not even attempt to refute. Traffic Safety in residential areas and around schools has been the number one concern to the residents of north Keizer (District 3) since 1993. If there is any way that we can better design roads, streets, and neighborhoods in order to deal with the greatest problem facing that area, then it is incumbent upon us to do so. In Mr. Grenz' written response, he stated, "We do not hear of large numbers of children being injured by cars in the Keizer Community." I would hope that you do not need "large numbers" of children to be injured before taking action that could prevent the same. The fact is that children have been struck by vehicles within the City of Keizer. Could it be that Multi Tech hears of "none in the area" because our neighborhood does not currently have excessive amounts of traffic?

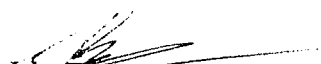
The number one concern facing this district of Keizer was not a product of the residents of the Clearlake Estates Neighborhood. It was the result of representatives from all of District 3, and it has remained constant throughout the years. That should indicate that the problem is real, and not just a last ditch effort to try and keep the street closed.

Mr. Puppo offered several possible solutions in his study. Neither one would prevent the developer from developing the property, it only opposes the proposed connection to Shadowwood Street.

Lastly, I believe that one of Mr. Grenz' statement is completely without any factual basis. He states that our area has traffic, "far less than 95% of the streets and residential areas in the City of Keizer." Keizer is a residential community. We have no real "downtown" area, and we do not have any industrial area either. Most of Keizer is residential. Most of the Keizer streets are also residential. There are hundreds of streets within Keizer, some of which are only one block long. Mr. Puppo offered actual numbers of vehicles travelling our neighborhood on any given day. Mr. Grenz offered a percentage which I think is completely off of the top of his head and requires proof on his part before you take that number as fact.

Please consider this information before making your decision.

Thank you.


John Encoso
P.O. Box 20415
Keizer, Oregon 97307

P.O. Box 20001
Keizer, OR 97307
March 22, 1999

Planning Department
City of Keizer
P.O. Box 21000
Keizer, OR 97307

Dear Madam/sir:

We are not in favor of the
Proposed Whispering Pines subdivision
as projected. Overcrowding of schools
and of streets and roads are concerns.

We appreciate the careful consideration
of your Department and of the
City of Keizer Government.
Thank you.

Sincerely,

Ronald E. Barnick
RONALD E. BARNICK



May 17, 1999

AGENDA ITEM 6b

**HOUSING AND COMMUNITY DEVELOPMENT
STRATEGIC PLAN**

TO: City Council

FROM: Wally Mull, City Manager 

SUBJECT: Housing Consortium Agreement

BACKGROUND:

The Cities of Keizer and Salem entered into a joint Housing Consortium Agreement in 1996. This agreement made Keizer eligible to receive Federal HOME funds to assist with housing projects for low and moderate-income families and individuals with special needs. Salem had been receiving these funds for several years but approached Keizer about a consortium for receiving and administering these funds when it became apparent that there would be increased funding available for housing projects if the entire Salem/Keizer urban area cooperated in these projects. For 1999-2000 the total program budget is expected to be just over one million dollars, of which just more than half is targeted for Keizer.

The 1996 Consortium Agreement was for a three-year period. If the joint housing program is to continue, then a new agreement must be approved.

HOME funds are administered by the Salem Community Development Department. Allocation of HOME funds is proposed each year by the Salem/Keizer Housing Advisory Committee and adopted with the annual Housing Action Plan approved by both City Councils. The 1999-2000 Plan is also before the Council this evening for adoption.

HOME funds have been used for many projects in the urban area including two programs in Keizer. Funds have been used to refurbish and update group care facilities owned and operated by Shangri-La and by Spruce Villa. Also, the First Time Home Buyer Program, working through local banks, has assisted numerous families make their first home purchase. This program provides a second loan to a family so that there are adequate funds to provide the standard 20 percent down payment for a conventional mortgage. No statistics are readily available on the number of families in Keizer that have used this program as the program is administered by local banks.

Keizer has not seen major HOME projects, such as rehabilitating an entire apartment complex or developing new housing. This is because projects are funded based on proposals from the private or non-profit sectors. To date, no proposals have been made for projects in Keizer. Several potential projects have been explored, but none have gone forward.

DISCUSSION:

A new Consortium Agreement is attached to this report. It is essentially the same as the current agreement. The agreement has a three-year term and can be renewed by mutual written approval by both Cities.

This consortium arrangement has served Keizer well by providing a means to help low and moderate income families meet their basic housing needs, while requiring minimal administrative time by the City.

RECOMMENDATION:

It is recommended the Council approve the attached resolution approving the Consortium Agreement.

Before the City Council of the City of Keizer,
State of Oregon

RESOLUTION _____

A Resolution approving a three year Consortium
Cooperation Agreement between the City of Salem
and the City of Keizer

WHEREAS, the City of Keizer and the City of Salem have had a
Consortium Cooperation Agreement for the joint receipt and administration of
federal HOME funds since 1996; and

WHEREAS, that Consortium has successfully served to help meet the
needs of low and moderate income residents of Keizer in meeting their housing
needs; and

WHEREAS, continued HOME funding for Keizer depends on continuing
this Consortium; and

WHEREAS, the existing agreement needs to be renewed for an additional
three year term;

NOW, THEREFORE, it is hereby resolved by the City Council of the City
of Keizer that the 1999 Consortium Cooperation Agreement between Keizer and
Salem is approved; and

It is also resolved that the Mayor is authorized to execute the agreement.

PASSED THIS 17TH DAY OF MAY, 1999

Mayor

ATTEST:

City Recorder

CONSORTIUM COOPERATION AGREEMENT

between

The CITY OF SALEM, an Oregon municipal corporation (Salem)

and

The CITY OF KEIZER, an Oregon municipal corporation (Keizer)

- (1) Authority. This Agreement is entered into pursuant to ORS 190.010.
- (2) Purpose. By this Agreement, the parties hereby form a consortium for the purpose of participation in the Federal Housing and Urban Development (HUD) Home Investment Partnership Program (HOME Program).
- (3) Administration. Salem is designated the representative for both Salem and Keizer and assumes overall responsibility for ensuring that the consortium's HOME Program is carried out in compliance with the HOME Program law, including requirements concerning a Housing and Community Development Strategic Plan (Consolidated Plan) in accordance with federal law. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Salem shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Keizer shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents.
- (4) Housing and Community Development Strategic Plan. Keizer and Salem will jointly submit a single Housing and Community Development Strategic Plan (Consolidated Plan) to HUD covering the entire geographic area of both cities. Keizer is responsible for assisting Salem in a timely manner to gather all information necessary for participation in the HOME Program including information for the Housing and Community Development Strategic Plan.
- (5) Allocation of Funds. Funds will be allocated throughout the city limits of Salem and Keizer. Efforts shall be made to expend funds approximately in proportion to each jurisdiction's population over the life of the agreement. The top priority for funding projects will be the merit of the project and its conformance to the Housing and Community Development Strategic Plan, rather than geographic location. Project priorities will be established with the advice of the Community Development Directors of Salem and Keizer.
- (6) Publication of Materials. Any informational materials published for general public distribution shall display the Salem and Keizer logos with a notation that funding is provided by the Salem/Keizer HOME consortium.

- (7) Fair Housing. The parties agree to take affirmative action to further fair housing in their jurisdictions. The parties also agree to cooperate to undertake or assist in undertaking housing assistance activities for the HOME Program.
- (8) Adding New Members. Keizer authorizes Salem to amend this consortium agreement on behalf of the entire consortium to add qualified new members to the consortium.
- (9) Term of Agreement. The parties shall not terminate this agreement prior to the completion of all activities to be funded by the HOME funds during the three federal fiscal years (FY 2000-2003) following the fiscal year in which this Agreement is executed.

The parties are required to remain in the consortium and cannot terminate or withdraw during the entire three year period. This agreement can be extended for additional three year periods by the mutual consent of the parties in writing.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date set forth below.

CITY OF SALEM

By: _____
City Manager

Date: _____

ATTEST:

By: _____
City Recorder

Date: _____

APPROVED AS TO FORM:

City Attorney

CITY OF KEIZER

By: _____
City Manager

Date: _____

ATTEST:

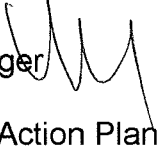
By: _____
City Recorder

Date: _____

APPROVED AS TO FORM:

City Attorney

TO: City Council

FROM: Wally Mull, City Manager 

SUBJECT: 1999 Keizer Housing Action Plan

BACKGROUND:

The Cities of Keizer and Salem entered into a joint Housing Consortium Agreement in 1996. This agreement made Keizer eligible to receive Federal HOME funds to assist with housing projects for low and moderate-income families and individuals with special needs. Each year, both Cities must adopt local Action Plans which detail the projects to be undertaken during the ensuing year using the HOME funds.

DISCUSSION:

A copy of the proposed 1999 Plan is attached for the Council's consideration. The staffs of each City developed it jointly. Also attached is a resolution that, if approved, will adopt the Plan.

The proposed budget for the expenditure of HOME funds in Keizer is \$529,800. Section C of the Plan, starting on Page 2, details the activities to be undertaken with these funds.

This year's Action Plan is the same as last year's with one addition. A Residential Rental Rehabilitation project is included which was part of last year's plan but not implemented. This program will provide low-interest loans to rehabilitate affordable rental units.

HOME funds have been used for many projects in the urban area including two programs in Keizer. Funds have been used to refurbish and update group care facilities owned and operated by Shangri-La and by Spruce Villa. Also, the First Time Home Buyer Program, working through local banks, has assisted numerous families make their first home purchase. This program provides a second loan to a family so that there are adequate funds to provide the standard 20 percent down payment for a conventional mortgage.

Keizer has not seen major HOME projects, such as rehabilitating an entire apartment complex or developing new housing. This is because projects are funded based on proposals from the private or non-profit sectors. To date, no proposals have been made for projects in Keizer. Several potential projects have been explored, but none have gone forward.

RECOMMENDATION:

It is recommended the Council approve the attached Resolution adopting the 1999 Keizer Action Plan.

Before the City Council of the City of Keizer,
State of Oregon

RESOLUTION _____

A Resolution approving the 1999 Keizer Action Plan
for Housing

WHEREAS, the City of Keizer and the City of Salem have had a Consortium Cooperation Agreement for the joint receipt and administration of federal HOME funds since 1996; and

WHEREAS, it is required that the City adopted an annual action plan for the use of HOME funds;

WHEREAS, the draft Action Plan contains projects and program that will benefit the City by helping low and moderate income families meet their housing needs;

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Keizer that the 1999 Keizer Action Plan is adopted.

PASSED THIS _____ DAY OF MAY, 1999

Mayor

ATTEST:

City Recorder

DRAFT

ACTION PLAN:

ONE YEAR USE OF FUNDS-SALEM AND KEIZER

1999/2000

Adoption Date: April , 1999

EXECUTIVE SUMMARY

A. ACTION PLAN DESCRIPTION

The five year Housing and Community Development Strategic Plan presents a profile of the community and identifies community development priority needs in affordable housing and the preservation of low and moderate income neighborhoods in Salem and Keizer. The document is required by the Department of Housing and Urban Development (HUD) to obtain HUD funding. It represents an opportunity for the community to develop a comprehensive approach to housing and neighborhood issues for specific population segments in the two cities.

B. RESOURCES

There are a number of federal, state and some local programs that can be utilized to assist with the creation or rehabilitation of affordable or supportive housing for very low/low income households, homeless or those threatened with homelessness, or non-homeless populations with special needs. Resources described are expected to be available in 1999 and be utilized by various housing and service providers. Additional resources available for specific projects in 1999 are specified for each project in Appendix 2, List of Proposed Projects.

The City of Salem and the Salem/Keizer HOME Consortium will budget \$2,887,000 in CDBG and HOME funds for the 1999 Program Year. This includes \$1,814,000 CDBG funds and \$1,703,000 HOME funds. Additional budget authority is carried over from previous years. Federal Low Income Tax Credits, public housing programs including Family Self Sufficiency, Section 8, and Public Housing Comprehensive Grants provide additional funding.

The State of Oregon administers a variety of programs with Federal "pass through" funds and state appropriated funds. Multi-Family housing programs available include Housing Development Grants (Trust Funds), the HELP program, and the Oregon Affordable Housing Tax Credit Program. Single family programs include single family mortgages and weatherization.

The primary local government providers of assisted housing services are the City of Salem Department of Community Development (DCD) and the Salem Housing Authority (SHA). Both agencies utilize federal and state funds and programs and the SHA has utilized private funding in the development of housing projects. In addition to local agency use of federal and state programs, the other local efforts include Urban Renewal, Property Tax Exemptions, Interim Housing, Homeless Shelters, Salem School District indirect housing services.

For-profit housing developers and private banks are key players in the development of market-rate housing. Since the passage of the Community Reinvestment Act (CRA), private lenders have become more involved in affordable housing development. CONSALL, a consortium of banks operating in the Salem area, assists with financing of new construction or rehabilitation of affordable units for very-low and low-income individuals and families.

Private non-profit agencies and community development corporations are becoming increasingly involved in the development of affordable housing in the Salem-Keizer area.

The resources available to benefit low and moderate income person in Salem and Keizer come from a variety of agencies and programs. Local governments and private social service agencies provide the majority of the funds to fund supportive services for households that benefit from housing and neighborhood improvement activities in the plan.

C. ACTIVITIES

1999 Activities*

Activities	Location	Allocation
Habitat for Humanity Homes (CDBG)	Salem	\$75,000.00
Alphabet Homes (HOME)	2895 Fisher Road, NE	\$100,000.00
Tenant Based Assistance - SHA (HOME)	Salem and Keizer	\$112,800.00
Azalea Park (Highway Avenue) (CDBG)	1900 Blk, Highway Avenue, NE	\$100,000.00
Transitional Assistance - SHA/SOS (HOME)	Salem and Keizer	\$45,000.00
FSS Homebuyer Assistance - SHA (HOME)	Salem and Keizer	\$100,000.00
Salem Self-Help Housing Acquisition (CHDO) (HOME)	Salem and Keizer	\$60,000.00
Salem CDC - Operating Funds (HOME)	Salem and Keizer	\$30,000.00
MWVCAA - Weatherization (CDBG)	Salem	\$50,000.00
Single Family Residential Rehabilitation (CDBG/HOME)	Salem (CDBG); Keizer (HOME)	\$800,000.00
Low Income Homebuyer (HOME)	Salem and Keizer	\$200,000.00
Low Income Residential Rehabilitation (HOME)	Salem and Keizer	\$200,000.00
SESNA Streetlights (CDBG)	SESNA Neighborhood	\$37,000.00
ADA Curb Ramps - Phase 15 # (CDBG)	Salem neighborhoods	\$200,000.00
ADA - Park Accessibility # (CDBG)	Seven Parks	\$45,000.00
ADA - Facility Hardware # (CDBG)	Four Locations	\$23,000.00
ADA - Audible Signals # (CDBG)	Lancaster Drive (two locations)	\$15,000.00
Social Services (CDBG)	Salem	\$209,250.00
CDBG Administration (CDBG)	Salem	\$339,000.00
HOME Administration (HOME)	Salem and Keizer	\$84,800.00
Unallocated (CHDO) (HOME)	Salem and Keizer	\$60,000.00
Other Unallocated (CDBG, HOME)		\$1,150.00
Total		\$2,887,000.00

* The total budget is \$2,887,000 for the 1999 Program Year including small CDBG and HOME unallocated amounts. CDBG funds include \$1,403,000 in 1999 CDBG allocation, \$260,000 in 1999 anticipated CDBG Program Income, 140,000 unanticipated program income in 1998, and \$11,000 1998 CDBG contingency funds. HOME funds include in \$849,000 1999 HOME allocation, \$58,000 program income estimate for 1999, \$80,000 unanticipated program income in 1998, \$11,000 1998 contingency and \$75,000 from canceled projects.

\$15,500 of CDBG administration funds will be transferred to ADA projects to cover management costs.

1998 Carryover Activities

Activities	Location	Allocation
Habitat for Humanity Homes (980730)	Various Sites	\$25,000.00
Sunnyslope Manor (980731)	1000 Cunningham Lane, SE	\$75,000.00
Energy Efficiency/Weatherization (980738)	Various Sites	\$25,000.00
NORVAC Apartments -CHDO (980703)	2450 State Street, NE	\$188,200.00
Tenant Based Assistance (980701)	Salem and Keizer	\$85,000.00
Salem Outreach Shelter Security Deposits (970703)	Salem and Keizer	\$3,000.00
Northgate Neighborhood Streetlights (980409)	Wayside Terrace, Stortz Av	\$7,000.00
Northgate Neighborhood Sidewalks (980408)	Silverton Road, NE	\$25,500.00
Low-Income Homebuyer (980702)	Salem and Keizer	\$50,000.00
Single Family Residential Rehabilitation (rebudgeted)	Salem	\$300,000.00
Residential Rental Rehabilitation (rebudgeted)	Salem and Keizer	\$150,000.00
ADA Library Hardware (980729)	585 Liberty Street, SE	\$10,000.00
ADA Curb Ramps, Phases 13 and 14 (980401, 970400)	Salem	\$412,160.00
Broadway Mixed-Use Loan Guarantee (980740)	Broadway Street	\$100,000.00
Salem CDC Residential Rehabilitation (960711, 970707)	NEN and SESNA	\$98,625.00
Salem Self-Help Housing (970708)	Salem	\$35,000.00
Alphabet House (960720)	3500 Portland Road, NE	\$23,000.00
YMCA Childcare (970703)	685 Court, 299 Cottage	\$100,000.00
Shangri-La Corporation Group Home Rehabilitation	Four locations	\$31,920.00
Willamette Housing Organization Operating Funds	680 Cottage Street, NE	\$17,880.00
Grant Park Drainage (Grant Neighborhood Assn)	725 Market St., NE	\$27,145.00
Total		\$1,789,430.00

The 1998 carryover activities use funds allocated in previous years. The allocation shown above is the estimated amount to be carried over in the Salem FY 99-00 budget.

If no action has been taken by January 1 of each program year on projects carried forward, the staff will report to the Housing and Community Development Committee that the project is inactive during the current year. The Committee may recommend be canceled and the funds reallocated to other projects in the next fiscal year.

Appendix 2 provides additional detail on all of the activities in the plan.

D. PROJECT LOCATIONS

Many of the activities are city wide in nature. Activities at identifiable locations are shown on maps in Appendix 3.

E. HOMELESSNESS

The City of Salem provides funds through it's public services (social services) budget which assist homeless persons and those at risk of becoming homeless.

F. RELATIONSHIP OF ACTIVITIES TO THE FIVE YEAR PLAN

The Housing and Community Development Annual Action Plan for 1999 outlines an approach to using federal, state, and local resources to address housing and neighborhood issues during the coming year. The One Year Action plan presents a detailed proposal, including specific projects, for the July 1, 1999 to June 30, 2000 program year.

This year, projects have been allocated funds which represent six needs identified in the five year plan. These projects are the priority activities for 1999.

Important themes include:

- Preserving existing affordable housing in low income neighborhoods.
- Dispersing additional affordable housing and special needs housing throughout the community.
- Addressing infrastructure and architectural barrier issues as part of neighborhood improvements.

Specific activities authorized by HOME and CDBG include new construction, rehabilitation of rental properties, homebuyer assistance, homeowner occupied single family rehabilitation, tenant based rental assistance, services related to continuum of care housing efforts.

In addition, a number of activities specifically address homeless shelter and transitional housing needs. These projects form an important continuum of care link in conjunction with the projects identified above.

The annual plan is intended to provide direction and focus for City efforts in affordable housing and neighborhood facilities in low income neighborhoods during the period from July 1, 1999 to June 30, 2000. The 1999 Action Plan addresses a number of long-range Housing and Community Development priorities spelled out in the five-year plan. A very clear linkage is evident between the priority needs of the five-year plan and the activities approved for 1999.

The 1999 plan addresses needs in the following areas:

- Homeless Persons and Persons at Risk of Homelessness
- Non-Homeless Persons with Special Needs
- Affordable Housing
- Neighborhood Community Development

G. ACTIONS TO FURTHER IMPLEMENTATION OF THE PLAN

1. Lead Agencies

The lead agency for administration of the One-Year Action Plan will be the City of Salem Community Development Department. Several agencies are responsible for implementing portions of the program. The housing projects will be administered directly through the department. The City has three certified Community Housing Development Organizations (CHDO). Salem Self-Help Housing, Salem CDC, and Willamette Housing Organization act as developers for housing related projects. Projects to remove architectural barriers are designed and supervised by the Public Works Department. Public Works also does any Community Development infrastructure projects that are included in the Capital Improvement Program (CIP).

2. Specific Policies and Program Requirements

Local Policies

The Community Development Department has developed procedures for determining compliance with HOME and Community Development Block Grant requirements. Additional appropriate procedures will be developed as required by other funding sources.

A project agreement is signed by the City and the beneficiary or subrecipient. This agreement details the project scope or statement of work and specifies the provisions under which funds will be provided.

Program Requirements

A. General

■ **Option**

An option is an acceptable method of identifying a site and obtaining site control to expedite project development. The City of Salem and the Salem/Keizer Consortium will accept an option as evidence of site control subject to the provisions of the Uniform Acquisition and Relocation Act (URA) and compliance with the environmental regulations at 24CFR Part 58.

The City of Salem, for CDBG funds, and the Salem-Keizer HOME Consortium, for HOME funds; will reimburse the cost of the option provided the compliance with the regulations can be achieved and the project is completed by the owner as approved. The option must have been obtained 180 days or less from the annual application deadline.

■ **Fee Structure**

CDBG regulations at 24CFR570.202(b)(9) and HOME regulations at 24CFR92.206(d) provide that eligible activities include items such as loan processing as part of rehabilitation services for CDBG, costs to process and settle financing for HOME, and preparing all necessary agreements for eligible projects.

These costs can be allocated to individual projects rather than falling under the administrative cap of the programs provided the costs are documented. A fixed loan fee will be charged to the project providing approximately 50% of loan processing costs.

- Proposed project Cancellations

It is City policy that a project allocated funds should be completed during the fiscal year for which they have been granted funds (e.g. 1999 projects should be able to start between July 1, 1999 and June 30, 2000). In the event a project can not be completed due to events beyond the applicants control, staff has the authority to extend the required completion date by an additional year provided "substantial progress" has been made in carrying out the project during the year. Additional extensions can be made if progress continues to be made in succeeding years. If no action has been taken January 1 of the program year, the staff will report to the Housing and Community Development Committee that the project is inactive. The Committee may recommend the project be canceled and the funds reallocated to other projects in the next fiscal year.

B. HOME

- Refinancing of Multi-Family Properties

Refinancing will be permitted on Multi-Family properties based upon the guidelines in 24CFR92.206(b). Refinancing will be considered for HUD expiring use properties (project based subsidies are being terminated) where HOME assistance is necessary for the units to remain affordable.

Guidelines for a project refinancing are as follows:

1. Rehabilitation is the primary eligible activity and each unit will require a minimum of \$5,000 in rehabilitation per unit.
2. Management practices of the property will be reviewed to ensure that disinvestment has not occurred and that the project can serve low-moderate income renters over the period of affordability.
3. A project scope which states whether the new investment is being made to maintain current affordable units and/or create additional affordable units.
4. The minimum period of affordability will be 15 years with longer periods where appropriate.
5. HOME funds will be available within the municipal limits of Salem and Keizer (Salem-Keizer Consortium).
6. HOME funds can not be used to refinance loans made or insured by any federal program including CDBG.

■ Home Buyer Resale

The HOME resale guidelines include the following provisions:

Down payment assistance and principal reduction assistance is to be repaid to the City from the "net sales proceeds" of any sale of the property. Net sales price is the sales price of the home minus the principal balance on the primary loan, any down payment or closing costs paid by the owner.

a. If the net sales price is sufficient, the owner shall repay the full amount of funding received through Down Payment Assistance, Principal Reduction Assistance, or combination of both. The owner will be allowed to retain all additional appreciation.

b. If the net sales price is insufficient to repay Down Payment Assistance, Principal Reduction Assistance (or combination of both) and owner investment, then the City may forgive a prorated share of the net proceeds based on the amount of time the owner occupied the property during the twenty year period of affordability (as required under 24 CFR Part 92, HOME Investment Partnership program and stipulated in the Promissory Note and Trust Deed). For instance, if the homebuyer sells the home in year 10 of a 20 year affordability period, and the net proceeds are insufficient to repay the full amount of the HOME investment, then the City may forgive a maximum of one-half of the HOME investment.

c. Under no circumstances may the owner recover more than his or her investment (principal payments on the primary loan, down payment investment, and closing costs paid by owner) when the net sales price is insufficient to repay the city Down Payment Assistance Loan, Principal Reduction Assistance Loan, or combination of both.

The period of affordability will also be specified. In addition, the agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the project. A Covenant and Trust Deed are recorded where appropriate.

■ Multi-Family Resale

The loan payoff amount is to be repaid to the City from the "net sales price" of any sale of property. Net sales price includes proceeds from the sale of the property minus the principal balance on the primary loan and closing costs. The owner shall pay the full amount of funding received through the HOME or CDBG funds. The owner will retain the appreciation.

The period of affordability will be specified. The project agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the participant. A Covenant and Trust Deed are recorded where appropriate.

- Lease-Purchase

Home funds may be used to assist homebuyers through a lease-purchase program. The housing must be purchased by the homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the agreement is signed and at the time the property is transferred if more than six months has elapsed since it was determined that the family was income eligible. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase agreement, HOME affordability for rental housing will apply if the housing is not transferred to the homebuyer within 42 months after project completion.

- Match

Each project application requests information about total financing for a project. When a project is funded by the HOME program, staff determine other sources of project funding which are available to count as match. The eligible contributions are documented and logged in as match. In some cases, a project cannot provide match. These projects use banked match provided by other sources.

- Tenant Based Rental Assistance (TBA) Eligibility Area

The eligible area for the use of Tenant Based Rental Assistance (TBA) funds and Security Deposits is expanded to include all areas within the Urban Growth Boundary (UGB) of Salem and Keizer. HOME regulations at 24CFR92.209(d) allow the Salem/Keizer HOME Consortium to permit recipients to use TBA funds outside its boundaries which are the City Limits of Salem and Keizer. HOME TBA and security deposits are the only programs for which the Consortium has this option.

C. Community Development Block Grants

- Procedures for monitoring Community Development projects depend upon the type of project. Construction or rehabilitation projects are determined to be eligible by city staff. When the project is begun, staff ensures that the proper procurement procedures are followed. For CDBG rental housing projects, the housing affordability criteria will include the following items:

1. household must be CDBG eligible.
2. rent must be no greater than 30% of 80% of the median income for the Salem/Keizer MSA.

- Section 108 Loan Guarantee

The City will consider a CDBG Section 108 Loan Guarantee to provide "seed money" for projects which will have a significant impact on community objectives such as removal of slum/or blight or the provision of affordable housing. The funds would be made available to the project from the proceeds of bonds issued through the auspices of the Department of Housing and Urban Development. The City will pledge future program income and or future CDBG allocations as security to ensure repayment of the loan from

HUD should the project should be unable to make payments from project cash flow. Additional security is also required and may include the assets of the project itself.

Activities which are eligible for assistance include economic development, acquisition of real property, construction or reconstruction of site improvements, relocation, clearance, site improvements, payment of interest on the guaranteed loan, and issuance costs of public offerings. The project must meet one of the CDBG National Objectives. Application for Section 108 funds will be made as a project is identified and the project will be included in the appropriate annual HCD plan.

■ Float Loans

CDBG regulations permit the lending of CDBG funds allocated to activities which will not begin until a specific, later time to activities which need funds immediately. These funds are drawn from the HUD letter of credit with the provision that they will be paid back by a date certain. The city will only accept collateral which ensures that the loan will be repaid on schedule. The loan's interest rate will be negotiated based on a determination of what is "appropriate" in accordance with the requirements of the CDBG program. The maximum loan term will be one year.

Loans may be made to for-profit and non-profit organizations in the City that meet program requirements and objectives. All federal regulations governing the use of CDBG funds apply to loan activities including environmental reviews, labor standards, and citizen participation requirements. All projects must meet a National Objective and be included in the appropriate annual HCD Plan which will specify the activity to which the funds will be returned.

■ Use of CDBG Funds for Infrastructure Projects

- a. City policy is to use CDBG funds only for projects associated with local or collector streets as defined in the Salem Transportation System Plan. Improvements to Arterial Streets are not supported with CDBG funds.
- b. The City will not construct, widen, or maintain streets with CDBG funds.
- c. Sidewalks/Walkways/Bicycle Lanes may be constructed in limited circumstances. These improvements may be constructed to "fill in the gaps" where they are needed but currently do not exist and where other street construction is not taking place in the foreseeable future. Bicycle lanes would be constructed only in circumstances where a gap existed in currently designated bicycle routes.
- d. Streetlights may be constructed with CDBG funds.

Projects that are eligible can not be considered without cost estimates. HUD rules require that funds be spent within a relatively short period of time.

Project Eligibility Table

Eligible	Ineligible
Street lights	Sewer Mains (greater than 4")
Sidewalks (if separate projects)	Water Mains (greater than 4")
Walkways/Bikeways (if separate projects)	Street Construction
Curbramps (ADA)	Railroad Crossings
Park Rehabilitation (ADA)	Alleys
Streetscape (incl. landscaping, lights, trees)	Traffic Lights (non-ADA)
Sewer Laterals	
Traffic Lights (ADA)	

H. TIMETABLE

The target date for completion of these activities is June 30, 2000. Actual completion dates will depend on a variety of factors. Project completion dates may be extended.

I. GEOGRAPHIC LOCATION

Housing activities may be situated city wide with an emphasis on housing in low income areas in the homeowner occupied rehabilitation program. Projects which benefit entire neighborhoods are located in low income areas.

J. CONTINUUM OF CARE

Components of a continuum of care strategy include (1) outreach and assessment (2) providing access to crisis services and stabilization, (3) meeting emergency basic needs, (4) supporting longer term transitional supportive housing, (5) Homelessness prevention strategies and (6) Access to permanent housing and permanent housing with supports. Continuum of care activities are funded through federal, state, private foundations, investments, and the City of Salem.

K. BENEFIT FROM PLAN ACTIVITIES

Salem and the Salem/Keizer Consortium will serve approximately 297 households with various types of housing assistance. The Housing Authority will serve another 120 households in the Family Self Sufficiency Program. In addition, Salem CDBG and HOME programs will provide assistance through social services programs and social service facilities assisted through acquisition or rehabilitation activities.

Salem and the Salem/Keizer Consortium rental housing activities will serve 182 households in all activities including 159 small households and 23 large households. In the homeowner programs approximately 115 households will be served in both Salem and Keizer. The city and

consortium numbers reflect approximately 41% of the total needs identified in the five year Housing and Community Development Strategic Plan. The large percentage results from tenant based assistance and security deposit programs.

Projects which serve neighborhoods are located in or near low-income neighborhoods. Housing projects can be situated city wide with an emphasis on housing in low income areas in the homeowner occupied rehabilitation program.

Activities address housing, neighborhood and social service needs identified in the community. Collaboration between agencies are an important part of the 1999 plan. The activities themselves are related to each other to provide a coordinated effort to assist low income persons.

The 1999 One Year Action Plan addresses six of the eighteen needs identified in the five year Housing and Community Development Strategic Plan. The plan emphasizes housing at several points on the continuum of care in accordance with the five year plan priorities. The plan also provides support for neighborhoods, and supports services needed by low income families in those neighborhoods. Funds are not available to address all the priorities on an annual basis. The activities funded in the 1999 One Year Action Plan are the priorities where opportunities exist to meet identified needs this year.

DRAFT

ACTION PLAN: ONE YEAR USE OF FUNDS-SALEM

1999/2000

Adoption Date: April , 1999

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Action Plan: One Year Use of Funds - Salem

1999/2000

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A. ACTION PLAN DESCRIPTION

The Action Plan for Program Year 1999 (July 1, 1999 to June 30, 2000) includes projects that address the needs and priorities expressed in the Five-Year Strategy. Eighteen projects comprise the One-Year Action Plan for Salem. Unallocated Community Housing Development Organization (CHDO) funds and Administrative Allocations are not included.

B. RESOURCES

There are a number of federal, state and some local programs that can be utilized to assist with the creation or rehabilitation of affordable or supportive housing for very low/low income households, homeless or those threatened with homelessness, or non-homeless populations with special needs. Resources described are expected to be available in 1999 and be utilized by various housing and service providers. Additional resources available for specific projects in 1999 are specified for each project in Appendix 2, List of Proposed Projects.

1. Federal Programs

The following federal programs are available to eligible Salem and Keizer sponsors:

Community Development Block Grant (CDBG) program funding can be utilized for neighborhood revitalization including infrastructure and park rehabilitation activities; provision of residential care facilities and other forms of special needs housing; and activities to aid very low and low-income families including the rehabilitation of rental or homeowner units, provision of emergency housing repair loans or grants, housing-related counseling services, assistance with packaging housing projects for special needs and very low/low income households and social service activities under the 15% public services cap. The City of Salem expects to budget \$1,814,000 in CDBG funds for all types of CDBG projects in 1999. This amount includes a \$1,403,000 1999 HUD allocation, \$260,000 anticipated 1999 CDBG program income, \$140,000 in unanticipated 1998 program income in 1998, and \$11,000 from \$1998 contingency funds. These funds are allocated for the activities described below as part of a combined budget.

The Family Self-Sufficiency Program authorized by the National Affordable Housing Act, directs local housing authorities to use Section 8 assistance together with other public and private resources to provide supportive services to enable families to achieve economic self-reliance. This program is operated by the Salem Housing Authority in cooperation with a network of service providers and assists a approximately 120 families. The program is fully subscribed.

Federal Low Income Housing Tax Credits (LIHTC) are available and can be sold to investors to generate below market rate private funding for new and rehabilitated rental housing projects and homeownership opportunities. The Oregon Housing and Community Services Department has allocated tax credits to projects in Salem in the past; additional credits in the "annual" amount of \$991,250 is available to the "central" portion of the state (including Salem) in 1999. All credits will be allocated by the state in the spring funding round which closed February 12, 1999. It is anticipated that additional tax credits will be allocated during Fall, 1999.

The HOME Investment Partnerships Program is a flexible grant program available to cities, urban counties and states. Funds can be utilized for acquisition, rehabilitation, new construction, tenant-based assistance, homebuyer assistance, planning and support services. Matching funds

(25% of the HOME contribution) are required for HOME programs. All jurisdictions receiving HOME funds must have a HUD-approved Consolidated Plan. Salem and Keizer have formed a HOME consortium. The Salem/Keizer Consortium expects to budget \$1,073,000 in HOME funds in 1999. This amount includes a 1999 \$849,000 HOME allocation, \$58,000 anticipated program income for 1999, \$80,000 unanticipated program income in 1998, \$11,000 1998 contingency funds and \$75,000 reallocated funds from canceled projects. These funds are allocated to activities described below as part of a combined budget.

HOPE programs, authorized by Title IV of the National Affordable Housing Act, provide assistance to encourage homeownership for very low and low-income households, including ownership of public housing units by tenants, multi-family rental properties or single family homeownership programs. These are competitive grants which can be provided to resident corporations, public or non-profit organizations, public bodies, or agencies including housing authorities or joint efforts. HOPE funds can be used for institution-building, planning and feasibility/design work, acquisition and rehabilitation and economic development to promote self-sufficiency. Oregon Housing and Associated Services (OHAS) received \$749,000 in HOPE funds in 1993. The original funds were expended resulting in the rehabilitation of 12 units. The proceeds from loans made with these funds have been used to rehabilitate an additional 6 units.

OHAS will be using \$100,000 to buy-down the mortgage interest of 10-12 houses for first-time homebuyers in Marion and Polk Counties. OHAS may also be able to offer up to 1% of the sales price towards the downpayment. This mortgage interest program called H.O.U.S.E. was developed through the cooperation of several agencies. It is intended to work with the Residential Loan Program administered by the Oregon Department of Housing and Community Services.

Public Housing Comprehensive Grants are available to public housing agencies in accord with a five-year plan. Funds can be used for rehabilitation and planning purposes to upgrade living conditions, correct physical deficiencies, or achieve operating efficiencies. The new 1999 comprehensive grant amount is expected to be approximately \$750,000.

Section 8 Certificates and Housing Vouchers, administered by public housing authorities, provide tenant-based rent subsidies to private owners who lease units to program participants. Units must meet federal housing quality standards and local rent comparability tests. The Housing Authority received approval for 100 "Mainstream" vouchers in late 1998 for families with disabled members. The agency will apply for additional certificates and vouchers made available by HUD particularly to assist families moving from welfare to work.

The Section 8 Moderate Rehabilitation program, also administered by public housing authorities, offers unit-based rent subsidies to income qualified tenants while residing in structures renovated by the owner. Through the end of 1998, 89 of the 153 units have reached the end of their 15-year term and have expired. Contracts for 24 of the remaining units will expire in 1999, although HUD is offering 1-year extensions at the owner's discretion. The final 40 contracts expire in 2002. The Authority has received and issued Section 8 certificates to families as contracts with owners have been terminated. Families either lease in place or use their certificates to find other rental housing.

The Safe Havens Demonstration Program is a competitive Federal (HUD) grant program available to local governments and public or private non-profit organizations. Funds can be used to provide very low-income housing for homeless persons with mental illnesses through

acquisition, rehabilitation, new construction leasing, support services outreach and operating costs. Northwest Human Services have received a \$684,560 Safe Havens program grant in 1999. The Safe Havens funding is assisting 5 Seriously Mentally Ill (SMI) residents at one time in facilities owned by Northwest Human Services. The funds will be expended over a three year period.

2. Non-Federal programs

a. State Programs

The State of Oregon administers a variety of programs with Federal "pass through" funds and state appropriated funds. The programs listed below are available to project sponsors in Salem and Keizer. The programs are listed as resources which are available to applicants to carry out projects in five year plan. The actual state funds available in Salem/Keizer depends upon a number of factors, including application for funds by individual activity developers.

Multi-Family Housing Programs

- Community Integration Project funds
- Elderly and Disabled Loans
- HELP is a loan/grant program
- The Housing Development Grant ("Trust Fund")
- The Loan Guarantee Program
- The Mobile Home Park Purchase program
- The Multi-Unit Rental Housing Loan Program
- The Oregon Affordable Housing Tax Credit Program
- Seed Money Advance Loans
- Technical assistance

Single-Family Programs

- Single-Family Mortgages
- Weatherization program

b. Local Programs

The primary local government providers of assisted housing services are the City of Salem Department of Community Development (DCD) and the Salem Housing Authority (SHA). Both agencies utilize federal and state funds and programs and the SHA has utilized private funding in the development of housing projects.

In addition to local agency use of federal and state programs, the other local efforts include:

- Urban Renewal
- Property Tax Exemptions
- Interim Housing
- Homeless Shelters
- Salem School District indirect housing services

c. Private Resources

For-Profit. For-profit housing developers and private banks are key players in the development of market-rate housing. Since the passage of the Community Reinvestment Act (CRA), private lenders have become more involved in affordable housing development.

CONSALL, a consortium of banks operating in the Salem area, assists with financing of new construction or rehabilitation of affordable units for very-low and low-income individuals and families. FHA underwriting guidelines will be employed. The City may use HOME funds in conjunction with CONSALL loans; possible City involvement could include interest rate buy-down, down payment assistance in a second position, or land acquisition for resale.

Non-profit. Private non-profit agencies and community development corporations are becoming increasingly involved in the development of affordable housing in the Salem-Keizer area.

Active non-profit organizations in the Salem-Keizer area include the following:

- Salem Self-Help Housing (SSHH)
- The Salem Community Development Corporation
- Chemeketa Non-Profit Housing, Inc.
- The Network for Affordable Housing (NOAH)
- The Salem YWCA
- Habitat for Humanity
- Oregon Housing and Associated Services
- Shangri-La Corporation
- Teton Non-Profit Housing
- Jason Lee Manor
- Community And Shelter Assistance Corporation (CASA)
- YMCA
- Willamette Housing Organization

C. ACTIVITIES

In 1999, Salem and the Salem/Keizer Consortium will undertake the activities described below. Specific information about locations, anticipated beneficiaries, and proposed accomplishments are included in Appendix 2.

1999 Projects*

Activities	Location	Allocation
Habitat for Humanity Homes (CDBG)	Salem	\$75,000.00
Alphabet Homes (HOME)	2895 Fisher Road, NE	\$100,000.00
Tenant Based Assistance - SHA (HOME)	Salem and Keizer	\$112,800.00
Azalea Park (Highway Avenue) (CDBG)	1900 Blk, Highway Avenue, NE	\$100,000.00
Transitional Assistance - SHA/SOS (HOME)	Salem and Keizer	\$45,000.00
FSS Homebuyer Assistance - SHA (HOME)	Salem and Keizer	\$100,000.00
Salem Self-Help Housing Acquisition (CHDO) (HOME)	Salem and Keizer	\$60,000.00
Salem CDC - Operating Funds (HOME)	Salem and Keizer	\$30,000.00
MWVCAA - Weatherization (CDBG)	Salem	\$50,000.00
Single Family Residential Rehabilitation (CDBG/HOME)	Salem (CDBG); Keizer (HOME)	\$800,000.00
Low Income Homebuyer (HOME)	Salem and Keizer	\$200,000.00
Low Income Residential Rehabilitation (HOME)	Salem and Keizer	\$200,000.00
SESNA Streetlights (CDBG)	SESNA Neighborhood	\$37,000.00
ADA Curb Ramps - Phase 15 # (CDBG)	Salem neighborhoods	\$200,000.00
ADA - Park Accessibility # (CDBG)	Seven Parks	\$45,000.00
ADA - Facility Hardware # (CDBG)	Four Locations	\$23,000.00
ADA - Audible Signals # (CDBG)	Lancaster Drive (two locations)	\$15,000.00
Social Services (CDBG)	Salem	\$209,250.00
CDBG Administration (CDBG)	Salem	\$339,000.00
HOME Administration (HOME)	Salem and Keizer	\$84,800.00
Unallocated (CHDO) (HOME)	Salem and Keizer	\$60,000.00
Unallocated (CDBG, HOME)		\$1,150.00
Total		\$2,887,000.00

* The total budget is \$2,887,000 for the 1999 Program Year including small CDBG and HOME unallocated amounts. CDBG funds include \$1,403,000 in 1999 CDBG allocation, \$260,000 in 1999 anticipated CDBG Program Income, 140,000 unanticipated program income in 1998, and \$11,000 1998 CDBG contingency funds. HOME funds include in \$849,000 1999 HOME allocation, \$58,000 program income estimate for 1999, \$80,000 unanticipated program income in 1998, \$11,000 1998 contingency and \$75,000 from canceled projects. # \$15,500 of CDBG administration funds will be transferred to ADA projects to cover management costs.

1999 Projects

- **Habitat for Humanity - Homes of Hope**

Habitat for Humanity would use the funds to purchase land, obtain permits, and construct infrastructure including utilities which will serve the sites.

- **Alphabet House - Alphabet Homes**

Alphabet House will construct a 10 unit apartment complex. The units will all be affordable to low income households. The units will be available to households referred by the Housing Authority, Social Services agencies, and other low income households.

- **Salem Housing Authority- Tenant Based Assistance**

The Tenant Based Assistance (TBA) program provides interim rental assistance. TBA provides rental assistance to households on the Section 8 waiting list for up to 24 months. In addition to these rental assistance funds an additional \$7,200 (6%) is provided from HOME administrative funds for TBA administration.

- **Salem Housing Authority - Azalea Park (Highway Avenue Apartments)**

The Azalea Park (Highway Avenue) project will provide 50 units of affordable housing for households with incomes at or less than 60% of area median income.

- **Salem Outreach Shelter and Salem Housing Authority - Transitional Assistance Program**

The project would supply security deposits, to a maximum amount of the first and last months rent, to 108 households. The shelter will screen the applicants and the Housing Authority will provide financial management.

- **Salem Housing Authority - Family Self-Sufficiency Home buyer Program**

This project provides closing cost and downpayment assistance to low income households. The assistance is provided as a deferred payment, 3% interest loan (the interest will cease to accrue after 15 years). The Housing Authority program will specifically target Home buyer funds to participants in the Family Self Sufficiency Program operated by the Authority.

- **Salem Self-Help Housing (CHDO) - Residence Acquisition**

Salem Self-Help Housing (SSHH) proposes to acquire two single family structures for to be used as rental units.

- **Salem Community Development Corporation (CHDO) - CDC Operating Funds**

Salem Community Development Corporation (SCDC) will use the funds to partially fund a staff person. The staff person would locate prospective properties, apply for grants,

manage SCDC properties, and perform other duties which will enable the organization to fulfill its mission.

- **Mid-Willamette Valley Community Action Agency - Energy Efficiency/Weatherization**

Mid-Willamette Community Action Agency will rehabilitate approximately 25 units. Weatherization activities will include installation of insulation in floors, ceilings, walls, and ducts. Air sealing measures and health/safety testing are also included in the project.

- **Salem Urban Development Division- Single Family Housing Rehabilitation**

The project rehabilitates single family, owner-occupied properties. Assistance is provided to the owner of the property as a loan. Specific project activities include new roofs, foundation repair, floor coverings, dry-rot repair, electrical system upgrades, deficient or failing heating system repair, plumbing repair, exterior and interior paint and similar items.

- **Salem Urban Development Division - Low Income Home Buyer Assistance**

This project provides closing cost and downpayment assistance to low income households. The assistance is provided as a deferred payment, 3% interest loan (the interest will cease to accrue after 15 years).

- **Salem Urban Development Division - Low Income Rental Rehabilitation**

The project will rehabilitate rental properties which are affordable to eligible low income households. Assistance is provided to the owner of the property as a loan. Specific project activities include new roofs, foundation repair, floor coverings, dry-rot repair, electrical system upgrades, deficient or failing heating system repair, plumbing repair, exterior and interior paint and similar items.

- **Southeast Salem Neighborhood Association (SESNA) - SESNA Streetlights**

The project is intended to install a minimum of 17 streetlights in the SESNA area. Additional sites are to be surveyed to determine if more lights can be installed as a result of savings from installation of the initial lights.

- **ADA Committee - ADA Curb Cuts/Phase 15**

Phase 15 of the curb ramp construction project will complete an estimated 290 curb ramps. The project is part of a long range transition plan to be completed by 2005.

- **ADA Committee - ADA Park Accessibility**

Accessible structures would be placed in Livingston Park in the coming year at an estimated cost of \$18,000. The remaining funds would be used to install accessible drinking fountains at the remaining locations: Orchard Heights, River Road, Aldrich, Grant, Lee, and Richmond Parks.

- **ADA Committee - ADA Facility Compliance Project/Hardware**

Project funds would be used to retrofit existing fixtures and hardware and construction of ADA modifications such as counter tops, doors, and parking spaces. Locations will include Fire Station #1, Bush House, Bush Art Barn, Deepwood .

- **Salem Public Works Department - Audible Traffic Signals**

The audible signal project would install audible signals at five locations. The funds would be used to retrofit existing signals

- **Salem Community Services Department - Social Services**

The Social Services Advisory Board advises Council on disbursement of funds through contracts with community agencies to provide housing and counseling services using CDBG funds.

- **Salem Urban Development Division - CDBG Administration**

The funds provide staff support and supplies for the Community Development Block Grant program.

- **Salem Urban Development Division - HOME Administration**

The funds provide staff support and supplies for the HOME program. HOME Administration also includes the cost of administering the Tenant Based Assistance Program (\$7,200).

1998 Carryover Projects

Activities	Location	Allocation
Habitat for Humanity Homes (980730)	Various Sites	\$25,000.00
Sunnyslope Manor (980731)	1000 Cunningham Lane, SE	\$75,000.00
Energy Efficiency/Weatherization (980738)	Various Sites	\$25,000.00
NORVAC Apartments -CHDO (980703)	2450 State Street, NE	\$188,200.00
Tenant Based Assistance (980701)	Salem and Keizer	\$85,000.00
Salem Outreach Shelter Security Deposits (970703)	Salem and Keizer	\$3,000.00
Northgate Neighborhood Streetlights (980409)	Wayside Terrace, Stortz Av	\$7,000.00
Northgate Neighborhood Sidewalks (980408)	Silverton Road, NE	\$25,500.00
Low-Income Homebuyer (980702)	Salem and Keizer	\$50,000.00
Single Family Residential Rehabilitation (rebudgeted)	Salem	\$300,000.00
Residential Rental Rehabilitation (rebudgeted)	Salem and Keizer	\$150,000.00
ADA Library Hardware (980729)	585 Liberty Street, SE	\$10,000.00
ADA Curb Ramps, Phases 13 and 14 (980401, 970400)	Salem	\$412,160.00
Broadway Mixed-Use Loan Guarantee (980740)	Broadway Street	\$100,000.00
Salem CDC Residential Rehabilitation (960711, 970707)	NEN and SESNA	\$98,625.00
Salem Self-Help Housing (970708)	Salem	\$35,000.00
Alphabet House (960720)	3500 Portland Road, NE	\$23,000.00
YMCA Childcare (970703)	685 Court, 299 Cottage	\$100,000.00
Willamette Housing Organization Group Rehabilitation	Four locations	\$31,920.00
Willamette Housing Organization Operating Funds	680 Cottage Street, NE	\$17,880.00
Grant Park Drainage (Grant Neighborhood Assn) (960724)	725 Market Street, NE	\$27,145.00
Total		\$1,789,430.00

If no action has been taken by January 1 of each program year on projects carried forward, the staff will report to the Housing and Community Development Committee that the project is inactive during the current year. The Committee may recommend be canceled and the funds reallocated to other projects in the next fiscal year.

Description -1998 Carryover projects

- **Habitat for Humanity Habitat Homes**

Habitat will acquire land and finance permit fees, site improvements, and installation of utilities to build four units to be sold to first-time homebuyers between 30% and 60% of median income. The homes will be sold for approximately \$50,000. The home loan is at 0% interest. Habitat will receive an additional \$40,000 from contingency funds if it meets performance criteria which include being underway on the Williams, Stoneway, and Evergreen projects by March 31, 1999.

- **Sunnyslope Manor**

Northwest Housing Alternatives has purchased Sunnyslope Manor as an expiring use property. Specific work may include the following: construct various site improvements, remodel existing office/storage space to provide community/computer space for residents, and paint exterior of buildings.

- **Energy Efficiency/Weatherization**

Weatherization activities include installation of insulation in floors, ceilings, walls and ducts; air sealing measures, and health and safety testing. Mid-Willamette Valley Community Action would complete approximately 13 units from 7-1-98 to 6-30-99.

- **NORVAC (New Horizon) Apartments (CHDO)**

Willamette Housing Organization is requesting additional funds to construct six rental units on land currently owned by the organization. This project represents the second phase of a project which includes the recently opened Duniway House adjacent to the site on the west. The 6-plex will include a mix of 1,2, and 3 bedroom units. The three bedroom units would be available to serve large families. The target population is households at 50-60% area median income.

- **Tenant Based Assistance**

Salem Housing Authority will continue to operate a tenant based rental assistance program. The program is intended to be an interim program, providing rental assistance to households on the Section 8 waiting list for up to 24 months. The amount requested will provide an additional \$112,800 in rental assistance payments and a \$7,200 administrative fee. It is anticipated that the additional funds will assist 17 households at any one time during a 24 month period.

- **Salem Outreach Shelter Security Deposits**

Salem Outreach Shelter and Salem Housing Authority propose to provide security deposit loans for approximately 72 families. The shelter will screen applicants and the Housing Authority will provide financial management.

- **Northgate Neighborhood - Streetlights Wayside Terrace, NE from Greenbrier to 32nd Place, Stortz Ave**

Northgate Neighborhood Association has requested that an additional five (5) streetlights be constructed on Wayside Terrace. One streetlight will be placed on Stortz Avenue.

- **Northgate Neighborhood - Silverton Road Sidewalks**

The funds would construct approximately 250 feet of sidewalk on the north side of Silverton Road, NE. The project would complete a missing section of sidewalk making the area more accessible.

- **Low-Income Homebuyer**

The activity provides downpayment assistance, and principal reduction to eligible households. The applicant applies to a participating lender for the primary funding. Assistance is provided as a deferred payment, 3% loan due on sale. Interest will cease to accrue after 20 years.

This activity will serve 20 households at the maximum subsidy. Households up to 80% of median income are eligible for the program.

- **Single Family Residential Rehabilitation**

Typical repairs to a property include a new roof, foundation repair, floor coverings, dryrot repair, upgrading of electrical systems, plumbing repairs, exterior and interior paint, and similar items. Applications are received on an on-going basis. Funds are provided as a deferred payment, no interest loan. When the property is sold, these funds are returned to the City of Salem to be used for other eligible projects.

The program will serve approximately 55 households this year. The target population is homeowners up to 80% of median income.

This program would be used as the main source of float loan funds. The intent of the float loan program is to enable the City to protect the investment of CDBG funds. For example, foreclosure may become necessary for a residence which was rehabilitated in the single family rehabilitation program.

- **Residential Rental Rehabilitation**

The program will provide loans to owners of low-income rental properties to rehabilitate affordable rental units. Amortizing loans will carry a 6% interest rate. To encourage private investment, the interest rate will be reduced by .3% for each matching 10% of the loan which is matched with private investment. Typical repairs will include a new roof, foundation repair, floor coverings, dry-rot repair, upgrading electrical systems, plumbing repairs, exterior and interior paint, and similar items.

The activity is being proposed as a pilot program. Approximately 10 units could be rehabilitated this year. The target population are landlord renting to persons up to 60% of median income.

- **ADA - Library Hardware**

There are numerous locations in the Salem Library which present an architectural barrier and are not in compliance with the Americans with Disabilities Act. Items to be replaced include door knobs, counters, bathroom fixtures, doors, and similar items. A portion of one part-time exempt General Services position would be funded to accomplish the work to be done in this project.

- **ADA - Curb Ramps, Phases 13 and 14**

This project includes the design and construction of curb ramps as the next phase in completing the ADA Transition Plan.

- **Broadway Mixed-Use Loan Guarantee**

The Broadway project will carry out urban renewal activities in an area along Broadway between Belmont and Hood Streets. Activities could include economic development, acquisition of real property, construction or reconstruction of public facilities such as street, sidewalk, and other site improvements. CDBG participation in the project would be in the form of a loan guarantee. Application would be made to the Department of Housing and Urban Development to participate in a public bond offering which could produce an estimated \$2,000,000 in loan proceeds which would be used to finance a portion of the listed activities. The loan would be underwritten based upon anticipated cash-flow from the project. Repayment of the loan would be guaranteed by collateral which could include assets of the project itself, tax increment funds, the CDBG loan portfolio, and, as a last resort, a portion of the CDBG allocation. This activity must be included in the HCD Plan to permit the loan guarantee option to be part of the financing proposal for this project.

The nature and number of beneficiaries can not be estimated at this time.

- **Salem CDC Residential Rehabilitation**

Salem Community Development Corporation (Salem CDC) will purchase housing units to be used as rental units. The units will be rehabilitated as necessary. This project will combine a portion of 1996 funding and the 1997 funding for Salem CDC and move to a different location requiring an amendment to the action plan.

- **Salem Self-Help Housing**

Salem Self-Help Housing will acquire a single family structure as a rental unit for a low-income family.

- **Alphabet House**

Alphabet House is requesting \$150,000 to finance pre-development costs for a residential treatment facility for children with developmental disabilities.

- **YMCA Child Care Facility**

The project will include the following activities: 1. A childcare facility at 685 Court Street; 2. A Youth Development Center for elementary age students at 685 Court Street; 3. A Youth Development Center at 299 Cottage Street, SE for teens. All three components of the project will include conversion and rehabilitation of portions of the facilities at the locations indicated.

- **Shangri-La Corporation Group Home Rehabilitation**

Rehabilitation activities include but are not limited to bathroom rehabilitation, counter and carpet replacement, painting and refinishing, rehabilitation of patio areas, kitchen light fixture replacement, cabinet rehabilitation, and site improvements.

- **Willamette Housing Organization Operating Funds**

Operating funds will be used for salaries, training, equipment, materials, and supplies.

- **Grant Park Drainage (Grant Park Assn)**

Grant Park Neighborhood Association is sponsoring a project to improve the drainage at Grant Park.

D. PROJECT LOCATIONS

The master project map in appendix 3 shows where the proposed projects are located that are not city-wide in nature. The map also shows that the housing projects meet the twin objectives of preserving existing affordable housing in low-income neighborhoods and dispersing additional affordable housing and special needs housing throughout the community.

The activities addressing non-housing community development needs are located in the priority neighborhoods. These activities will support efforts of the Neighborhood Associations in low/moderate-income areas to improve their neighborhoods. These projects encourage neighborhood residents to take other actions which will improve the neighborhood.

E. HOMELESSNESS

The City of Salem provides funds through its public services (social services) budget that assist homeless persons and those at risk of becoming homeless.

F. RELATIONSHIP OF FUNDED ACTIVITIES TO THE FIVE YEAR PLAN

The activities to be undertaken this year will address needs identified in the five year plan for Salem. Those to be addressed in the 1999 plan include:

Homeless Persons and Persons at Risk of Homelessness

- The Salem Outreach Shelter/Salem Housing Authority security deposit program will aid households to obtain housing.

Non Homeless Persons with Special Needs

- Salem Self-Help Housing and Willamette Housing Organization (NORVAC) will provide additional units for large families
- Additional rental assistance is required to make existing and new units affordable to low income persons. The Housing Authority Tenant Based Assistance program addresses this need.

Affordable Housing

- A significant proportion of the housing units in the community occupied by low income households are substandard and need rehabilitation to bring them to standard condition. The Community Development Department Single Family Rehabilitation program and Community Action Weatherization program address this need.
- The specific housing needs of first time home buyers, single parent households, elderly homeowners, minority and other diverse populations need to be addressed. Outreach efforts should be made to insure that eligible populations become aware of programs that are available. The Community Development Homeownership and Housing Authority Family Self-Sufficiency Homeownership program meets this need.
- Rehabilitation of existing rental units is an important part of keeping affordable housing units available. Northwest Housing Alternatives is meeting this need through the purchase and rehabilitation of Sunnyslope Manor, an expiring use property. The Community Development Department rental rehabilitation program will become a significant contributor to the rehabilitation of affordable rental units.
- In certain areas of the affordable housing market, the production of new housing units is needed. Willamette Housing Organization and Habitat for Humanity address this need.

Neighborhood Community Development

- Infrastructure improvements including but not limited to lighting, walkways, street rehabilitation, and recreational facilities are needed in some neighborhood locations. The ADA curbcuts, park facilities, ADA facilities upgrade, audible signals, and neighborhood streetlight activities address infrastructure as well as architectural barrier removal needs.

G. ACTIONS TO FURTHER IMPLEMENTATION OF THE 1999 ACTION PLAN

These additional items are intended to further implementation of the plan. They include:

1. Lead Agencies

The lead agency for administration of the One-Year Action Plan will be the City of Salem Community Development Department. Several agencies are responsible for implementing portions of the program. The housing projects will be administered directly through the department. The City has three certified Community Housing Development Organizations (CHDO). Salem Self-Help Housing, Salem CDC, and Willamette Housing Organization act as developers for housing related projects. Projects to remove architectural barriers are designed

and supervised by the Public Works Department. Public Works also does any Community Development infrastructure projects that are included in the Capital Improvement Program (CIP).

2. Specific Program Requirements and Policies

Local Policies

The Community Development Department has developed procedures for determining compliance with HOME and Community Development Block Grant requirements. Additional appropriate procedures will be developed as required by other funding sources.

In the HOME program a project agreement is signed by the City and the beneficiary or subrecipient. This agreement details the project scope or statement of work and specifies the provisions under which funds will be provided.

Program Requirements

A. General

■ Option

An option is an acceptable method of identifying a site and obtaining site control to expedite project development. The City of Salem and the Salem/Keizer Consortium will accept an option as evidence of site control subject to the provisions of the Uniform Acquisition and Relocation Act (URA) and compliance with the environmental regulations at 24CFR Part 58.

The City of Salem, for CDBG funds, and the Salem-Keizer HOME Consortium, for HOME funds; will reimburse the cost of the option provided the compliance with the regulations can be achieved and the project is completed by the owner as approved. The option must have been obtained 180 days or less from the annual application deadline.

■ Fee Structure

CDBG regulations at 24CFR570.206(b)(9) and HOME regulations at 24CFR92.206(d) provide that eligible activities include items such as loan processing as part of rehabilitation services for CDBG, costs to process and settle financing for HOME, and preparing all necessary agreements for eligible projects.

These costs can be allocated to individual projects rather than falling under the administrative cap of the programs provided the costs are documented. A fixed loan fee will be charged to the project providing approximately 50% of loan processing costs.

■ Proposed project Cancellations

It is City policy that a project allocated funds should be completed during the fiscal year for which they have been granted funds (e.g. 1999 projects should be able to start between July 1, 1999 and June 30, 2000). In the event a project can not be completed due to events beyond the applicants control, staff has the authority to extend the required

completion date by an additional year provided "substantial progress" has been made in carrying out the project during the year. Additional extensions can be made if progress continues to be made in succeeding years. If no action has been taken January 1 of the program year, the staff will report to the Housing and Community Development Committee that the project is inactive. The Committee may recommend be canceled and the funds reallocated to other projects in the next fiscal year.

B. HOME

■ Refinancing of Multi-Family Properties

Refinancing will be permitted on Multi-Family properties based upon the guidelines in 24CFR92.206(b). Refinancing will be considered for HUD expiring use properties (project based subsidies are being terminated) where HOME assistance is necessary for the units to remain affordable.

Guidelines for a project refinancing are as follows:

1. Rehabilitation is the primary eligible activity and each unit will require a minimum of \$5,000 in rehabilitation per unit.
2. Management practices of the property will be reviewed to ensure that disinvestment has not occurred and that the project can serve low-moderate income renters over the period of affordability.
3. A project scope which states whether the new investment is being made to maintain current affordable units and/or create additional affordable units.
4. The minimum period of affordability will be 15 years with longer periods where appropriate.
5. HOME funds will be available within the municipal limits of Salem and Keizer (Salem-Keizer Consortium).
6. HOME funds can not be used to refinance loans made or insured by any federal program including CDBG.

■ Home Buyer Resale

The HOME resale guidelines include the following provisions:

Down payment assistance and principal reduction assistance is to be repaid to the City from the "net sales price" of any sale of the property. Net sales price is the sales price of the home minus the principal balance on the primary loan, any down payment or closing costs paid by the owner.

- a. If the net sales price is sufficient, the owner shall repay the full amount of funding received through Down Payment Assistance, Principal Reduction Assistance, or combination of both. The owner will be allowed to retain all additional appreciation.

b. If the net sales price is insufficient to repay Down Payment Assistance, Principal Reduction Assistance (or combination of both) and owner investment, then the City may forgive a prorated share of the net proceeds based on the amount of time the owner occupied the property during the twenty year period of affordability (as required under 24 CFR Part 92, HOME Investment Partnership program and stipulated in the Promissory Note and Trust Deed). For instance, if the homebuyer sells the home in year 10 of a 20 year affordability period, and the net proceeds are insufficient to repay the full amount of the HOME investment, then the City may forgive a maximum of one-half of the HOME investment.

c. Under no circumstances may the owner recover more than his or her investment (principal payments on the primary loan, down payment investment, and closing costs paid by owner) when the net sales price is insufficient to repay the city Down Payment Assistance Loan, Principal Reduction Assistance Loan, or combination of both.

The period of affordability will also be specified. In addition, the agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the project. A Covenant and Trust Deed are recorded where appropriate.

■ Multi-Family Resale

The loan payoff amount is to be repaid to the City from the "net sales price" of any sale of property. Net sales price of the property is the sales price of the property minus the principal balance on the primary loan and closing costs. The owner shall pay the full amount of funding received through the HOME or CDBG funds. The owner will retain the appreciation.

The period of affordability will be specified. The project agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the participant. A Covenant and Trust Deed are recorded where appropriate.

■ Lease-Purchase

Home funds may be used to assist homebuyers through a lease-purchase program. The housing must be purchased by the homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the agreement is signed and at the time the property is transferred if more than six months has elapsed since it was determined that the family was income eligible. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase agreement, HOME affordability for rental housing will apply if the housing is not transferred to the homebuyer within 42 months after project completion.

■ Match

Each project application requests information about total financing for a project. When a project is funded by the HOME program, staff determine other sources of project funding which are available to count as match. The eligible contributions are documented and

logged in as match. In some cases, a project cannot provide match. These projects use banked match provided by other sources.

■ Tenant Based Rental Assistance (TBA) Eligibility Area

The eligible area for the use of Tenant Based Rental Assistance (TBA) funds and Security Deposits is expanded to include all areas within the Urban Growth Boundary (UGB) of Salem and Keizer. HOME regulations at 24CFR92.209(d) allow the Salem/Keizer HOME Consortium to permit recipients to use TBA funds outside its boundaries which are the City Limits of Salem and Keizer. HOME TBA and security deposits are the only programs for which the Consortium has this option.

C. Community Development

- Procedures for monitoring Community Development projects depend upon the type of project. Construction or rehabilitation projects are determined to be eligible by city staff. When the project is begun, staff ensures that the proper procurement procedures are followed. For CDBG rental housing projects, the housing affordability criteria will include the following items:

1. household must be CDBG eligible.
2. rent must be no greater than 30% of 80% of the median income for the Salem/Keizer MSA.

■ Section 108 Loan Guarantee

The City will consider a CDBG Section 108 Loan Guarantee to provide "seed money" for projects which will have a significant impact on community objectives such as removal of slum/or blight or the provision of affordable housing. The funds would be made available to the project from the proceeds of bonds issued through the auspices of the Department of Housing and Urban Development. The City will pledge future program income and or future CDBG allocations as security to ensure repayment of the loan from HUD should the project should be unable to make payments from project cash flow. Additional security is also required and may include the assets of the project itself.

Activities which are eligible for assistance include economic development, acquisition of real property, construction or reconstruction of site improvements, relocation, clearance, site improvements, payment of interest on the guaranteed loan, and issuance costs of public offerings. The project must meet one of the CDBG National Objectives. Application for Section 108 funds will be made as a project is identified and the project will be included in the appropriate annual HCD plan.

■ Float Loans

CDBG regulations permit the lending of CDBG funds allocated to activities which will not begin until a specific, later time to activities which need funds immediately. These funds are drawn from the HUD letter of credit with the provision that they will be paid back by a date certain. The city will only accept collateral which ensures that the loan will be repaid on schedule. The loan's interest rate will be negotiated based on a

determination of what is "appropriate" in accordance with the requirements of the CDBG program. The maximum loan term will be one year.

Loans may be made to for-profit and non-profit organizations in the City that meet program requirements and objectives. All federal regulations governing the use of CDBG funds apply to loan activities including environmental reviews, labor standards, and citizen participation requirements. All projects must meet a National Objective and be included in the appropriate annual HCD Plan which will specify the activity to which the funds will be returned.

■ Use of CDBG Funds for Infrastructure Projects

- a. City policy is to use CDBG funds only for projects associated with local or collector streets as defined in the Salem Transportation System Plan. Improvements to Arterial Streets are not supported with CDBG funds.
- b. The City will not construct, widen, or maintain streets with CDBG funds.
- c. Sidewalks/Walkways/Bicycle Lanes may be constructed in limited circumstances. These improvements may be constructed to "fill in the gaps" where they are needed but currently do not exist and where other street construction is not taking place in the foreseeable future. Bicycle lanes would be constructed only in circumstances where a gap existed in currently designated bicycle routes.
- d. Streetlights may be constructed with CDBG funds.

Projects that are eligible can not be considered without cost estimates. HUD rules require that funds be spent within a relatively short period of time.

Project Eligibility Table

Eligible	Ineligible
Street lights	Sewer Mains (greater than 4")
Sidewalks (if separate projects)	Water Mains (greater than 4")
Walkways/Bikeways (if separate projects)	Street Construction
Curbramps (ADA)	Railroad Crossings
Park Rehabilitation (ADA)	Alleys
Streetscape (incl. landscaping, lights, trees)	Traffic Lights (non-ADA)
Sewer Laterals	
Traffic Lights (ADA)	

3. Anti-Displacement and Relocation Assistance.

Assistance will be provided in accordance with 24 CFR Part 42 and the City of Salem displacement policies.

4. Replacement.

Standard condition will be defined as "average or better" in the Salem Housing Affordability Conditions and Needs Study, June 1992. An average or better condition rating will make the property eligible as a replacement unit. Housing which has been vacant more than three months prior to a contract for demolition for a HOME/CDBG project does not need to be replaced as part of the project.

5. Strategy to reduce the number of poverty level families

The anti-poverty strategy is best represented through the combined efforts of agencies which serve the Salem-Keizer area, working with and assisting households who are low income, homeless or threatened with homelessness. The Housing and Community Development Plan provides direction for housing needed to serve those with housing needs. The Housing and Community Development Advisory Committee and a wide range of public and private agencies has been involved with plan development, thus helping to insure consistency between housing and anti-poverty strategies.

The emerging goals of this strategy includes:

- mobilization of human and material resources from local, state and federal sources to benefit disadvantaged persons;
- capacity building through coalitions of public and private service providers and advocacy groups;
- prevention through early intervention, intensive case management and linking social services with affordable housing; and
- encouragement and empowerment toward independence and self-sufficiency through training, counseling, breaking the cycles of dependency, and involvement.

Efforts are needed to review policies that affect housing production and affordability, and access to housing for large families. During this annual plan, efforts should be initiated to explore ways in which more affordable units can be produced through market and other incentives as well as through the use of local, state and federal assistance.

The continuing low vacancy rates, increasing costs and demand for affordable units suggest that affordability is a growing regional problem with specifically noticeable impacts on the cities and their existing housing stock.

6. Overcome obstacles to meeting needs

Lack of funds and inadequate coordination of effort are the greatest obstacles to meeting needs identified in the community. City policy as expressed in the Housing and Community Development Strategic Plan adopted in 1995 encourages greater cooperation in both project financing and operation. City staff is directed to encourage the use of multiple funding sources and collaboration between operating agencies.

7. Foster and maintain affordable housing

The city has indicated its support of applications from other agencies to outside sources for funds to foster and maintain affordable housing. The policy was adopted as part of the Housing and Community Development Strategic Plan.

8. Remove barriers to affordable housing

The Department of Community Development does outreach to the private sector to encourage applications for available Community Development Block Grant and HOME funds. Additional efforts will be made to attract applications from for-profit developers in future years.

9. Evaluate and reduce lead based paint

The Department of Community Development has a trained and certified lead risk assessor and supervisor on staff. This person inspects all sites having existing residential structures identified in applications for HUD funds. The inspector initiates abatement where appropriate.

10. Enhance coordination between public/private housing and social service agencies

The Community Development/HOME application process requires applicant to indicate the source of social services support if it is required to serve the proposed clientele of the project. This has the effect of encouraging agencies to work together. The rating system employed in the initial application screening process gives points for the provision of social services where appropriate.

The Family Investment Center Program fosters self-sufficiency in Public Housing Residents. The Salem Housing Authority and Chemeketa Community College currently assist 35 families under the program.

The Housing Authority has attracted HUD grants for the operation of Public Housing Drug Elimination and Youth Sports Programs. The Drug Elimination Program operates at two Authority-owned complexes, contract services are provided by the YWCA and the City's Recreation Division. The Youth Sports Program operates at three Authority-owned complexes under contract with the Salem Boys and Girls Club. The Salem Housing Authority also has a childcare contract with the YMCA to provide early childhood pre-school education for public housing families.

The City of Salem also contributes a significant amount of resources to programs which help to connect housing and social services. The social services contribution from Community Development Block Grant funds will represent about a third of the total amount provided by the City.

11. Foster public housing improvement/resident initiatives

The Salem Housing Authority is part of the Department of Community Services. The City Council acts as the Housing Authority Board. The city supports applications by the Salem Housing Authority to obtain funds from the Department of Housing and Urban Development as well as other outside sources to improve public housing and support the resident initiatives program.

12. Monitoring

Annual monitoring will be based on the anniversary date of the project agreement to the extent feasible. The monitoring will cover HOME program requirements, specifically including HQS, and income eligibility during the period of affordability.

In the HOME program a project agreement is signed by the City and the beneficiary or subrecipient. This agreement details the project scope or statement of work and specifies the provisions under which funds will be provided. If HOME resale provisions apply to the project, these will be spelled out in the agreement. The period of affordability will also be specified.

Procedures for monitoring Community Development projects depend upon the type of project. Construction or rehabilitation projects are determined to be eligible by city staff. When projects begin, staff ensures that the proper procurement procedures are followed. Upon completion, staff ensures that the proper documentation is submitted as required.

All beneficiaries agree to comply with regulations relating to minority outreach and are required to make their services available to all eligible persons. A member of the Human Rights and Relations Advisory Commission sits on the citizen committee which recommends projects to the City Council to ensure that funds are available to minorities.

The application process requires that information is provided on each project application to allow the citizen committee to determine how the project is structured and how it may fit with other projects. The committee ensures that comprehensive planning considerations are taken into account.

H. TIMETABLE

The target date for completion of this year's activities is June 30, 2000. Actual completion dates will depend on a variety of factors that are unknown at the present time. If necessary, project completion dates may be extended up to another year.

I. GEOGRAPHIC DISTRIBUTION

Projects which serve neighborhoods are located in or near low income neighborhoods. Housing projects can be situated city wide with an emphasis on housing in low income areas in the homeowner occupied rehabilitation program.

J. CONTINUUM OF CARE

Continuum of care refers to the range of activities in the community for anti-poverty and homeless services. Components of a continuum of care strategy include (1) outreach and assessment (2) providing access to crisis services and stabilization, (3) meeting emergency basic needs, (4) supporting longer term transitional supportive housing, (5) Homelessness prevention strategies and (6) Access to permanent housing and permanent housing with supports.

Included activities are funded through federal, state, private foundations, investments, along with the City of Salem. These activities include providing shelter, related services to homeless persons, transitional housing-anti-poverty, programs and community services, human services, special needs housing projects, tenant based rental assistance, rental housing projects, home buyer assistance, owner occupied housing rehabilitation and other community development activities.

The current spectrum of activities addresses many item on the continuum of care:

(1) Crisis services are stabilization and emergency shelter services for single adults, as well as specific targeted population including homeless and runaway youth, mentally ill and victims of violence/sexual assault. Services are available through several community agencies including Mid Valley Women's Crisis Service, Crisis and Information Hotline, HOST Youth and Family program, Safe Haven drop-in center and outreach, Salvation Army, and Union Gospel Mission.

(2) Supportive services include respite and therapeutic childcare and preschool for families in crisis, parent education and counseling through community programs. Examples of providers are the YWCA, Salem-Keizer School District, Mid Valley Women's Crisis Service, and Northwest Human Services.

(3) Emergency basic needs are addressed through community shelters, Marion Polk Food Share, and West Salem Clinic.

(4) Transitional Housing and Supportive Services include case management, short term mental health services and independent living skills. Housing and services are provided through government and non-profit agencies such as Salem Outreach Shelter, County Mental Health, Commission on Children and Families, Northwest Human Services Homeless Outreach and Advocacy Project and others.

(5) Affordable permanent housing and permanent with supportive services is the final goal on the continuum of care. Among housing providers are private developers and non-profit housing organizations such as Salem Self-Help Housing, Salem Community Development Corporation, Willamette Housing Organization, and Habitat for Humanity.

The consortium approach to planning recognizes the importance of and insures quality of services through broad based community, involvement in the development of a coordinated plan. The continuum of care concept is part of the 1995-2000 Housing and Community Development Strategic Plan. The activities which are being funded in the 1999 Action Plan address continuum of care issues in a number of areas. The consortium will address gaps in the current activities and support continued development of strategies to fill those gaps.

K. BENEFIT FROM PLAN ACTIVITIES

The housing activities included in the projects listed above will serve 297 households by conservative estimate. Of this number, 182 are rental units, including security deposits, and 115 are owner assisted units. The total represents 41 % of the needs estimated in the five-year plan. This large percentage results from tenant based assistance and security deposit programs.

Renter characteristics are more difficult to determine. At the present time, it is estimated that 159 households or 87% fit somewhere in the small family category. For large families, the Habitat, Alphabet Homes, Security Deposit, and Salem Self-Help activities target large families. For owner-occupied units, nearly all of them fall into either the small family or elderly category.

The income burden is also difficult to determine. In summary, nearly all the renter projects will include persons who would be qualified for the federal preference in the Section 8 program in regard to income burden. This represents 68% of the total including security deposits. The owner occupied assistance would include households using up to 30% of their income for housing.

DRAFT

ACTION PLAN: ONE YEAR USE OF FUNDS-KEIZER

1999/2000

Adoption Date: April, 1999

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Action Plan: One Year Use of Funds - Keizer

1999/2000

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A. ACTION PLAN DESCRIPTION

The Action Plan for Program Year 1999 (July 1, 1999 to June 30, 2000) includes projects that address the housing needs and priorities expressed in the Five-Year Strategy. Keizer is a member of the Salem/Keizer Consortium. As a member of that consortium, potential sites in Keizer can be locations for HOME projects that are proposed.

B. RESOURCES

Community Development Block Grant (CDBG) program funding can be utilized for neighborhood revitalization, provision of residential care facilities and other forms of special needs housing, and activities to aid very low and low-income families. These include the rehabilitation of rental or homeowner units, provision of emergency housing repair loans or grants, housing-related counseling services, and assistance with site purchase and other front-end costs associated with packaging housing projects for special needs and very low/low income households. The City of Keizer applies directly to the Oregon Department of Housing and Community Services for CDBG funds.

The HOME Investment Partnerships Program is a flexible grant program available to cities, urban counties and states. Funds can be utilized for acquisition, rehabilitation, new construction, tenant-based assistance, homebuyer assistance, planning and support services. Matching funds are required for HOME programs. All jurisdictions receiving HOME funds must have a HUD-approved Consolidated Plan. The Salem/Keizer Consortium expects to budget \$1,073,000 in HOME funds in 1999. This amount includes a 1999 \$849,000 HOME allocation, \$58,000 anticipated program income for 1999, \$80,000 unanticipated program income in 1998, \$11,000 1998 contingency funds and \$75,000 reallocated funds from canceled projects.

C. ACTIVITIES

Current Priorities are addressed by the following projects. The Consortium projects are also listed in the Salem Action Plan since activity will take place in both cities. The total allocation for both cities is shown below. The homeowner occupied rehabilitation project is administered by the City of Keizer with CDBG funds from the State of Oregon in previous years. The housing rehabilitation program is now self-sustaining. The City does not anticipate receiving additional funds from state CDBG funds.

Budget - 1999 Projects

Activities	Location	Allocation
Low-Income homebuyer	Salem and Keizer	\$200,000.00
Tenant Based Assistance	Salem and Keizer	\$120,000.00
HOME Administration	Salem and Keizer	\$84,800.00
Transitional Assistance - SHA/SOS (HOME)	Salem and Keizer	\$45,000.00
Homeowner Occupied Rehabilitation	Keizer	\$80,000.00
Total		\$529,800.00

Description

- **Low-Income Homebuyer**

Homebuyer Assistance for 1999 supports the expressed priority need to expand Homeownership opportunities throughout the community and to preserve existing housing stock. The program uses HOME funds provided by the Salem/Keizer Consortium. The program will encourage the purchase of existing housing stock becoming a prime engine in the effort to support existing neighborhoods. The primary financing for the project comes from private sector financial institutions.

- **Tenant Based Assistance**

The Tenant Based Assistance (TBA) proposal continues a rental assistance program operated by the Salem Housing Authority (SHA) for the past three years. The program provides "bridge" assistance for household on the Housing Authority's Section 8 rental assistance waiting list. The amount available for tenants is \$112,800. Total funding for this activity will be \$120,000 for the year 1999. This amount include a 6% administrative fee. Tenant Based Rental Assistance provides an important link in the continuum of care providing an opportunity for selected households to move toward home ownership. The Housing Authority operates in both Salem and Keizer. This project is entirely funded with HOME funds.

- **HOME Administration**

The funds provide staff support and supplies for the HOME program and is entirely funded with HOME funds.

- **Keizer Homeowner Occupied Rehabilitation**

Keizer operates a homeowner, single family unit rehabilitation program using funds originally received from the State of Oregon Community Development Small Cities program. The program receives payback when existing loans are paid off and reloans these funds. It is anticipated that 4 to 5 loans will be paid off the 1999-2000 period and that the same number of loans will be made. The City has included \$80,000 in it's budget as anticipated revenue and expenditures in the single family residential rehabilitation program. Households are placed on a waiting list throughout the year and are served on a first come-first served basis.

1998 Carryover Projects

Activities	Location	Allocation
Tenant Based Assistance (980701)	Salem and Keizer	\$85,000.00
Salem Outreach Shelter Security Deposits (970703)	Salem and Keizer	\$3,000.00
Low Income Homebuyer (980702)	Salem and Keizer	\$50,000.00
Residential Rental Rehabilitation (rebudgeted)	Salem and Keizer	\$150,000.00
Total		\$288,000.00

The 1998 carryover activities use funds allocated in previous years.

If no action has been taken by January 1 of each program year on projects carried forward, the staff will report to the Housing and Community Development Committee that the project is inactive during the current year. The Committee may recommend be canceled and the funds reallocated to other projects in the next fiscal year.

Appendix 2 provides additional detail on all of the activities in the plan.

Description -1998 Carryover projects

- **Tenant Based Assistance**

Salem Housing Authority will continue to operate a tenant based rental assistance program. The program is intended to be an interim program, providing rental assistance to households on the Section 8 waiting list for up to 24 months. The amount requested will provide an additional \$112,800 in rental assistance payments and a \$7,200 administrative fee. It is anticipated that the additional funds will assist 17 households at any one time during a 24 month period.

- **Salem Outreach Shelter Security Deposits**

Salem Outreach Shelter and Salem Housing Authority propose to provide security deposit loans for approximately 72 families. The shelter will screen applicants and the Housing Authority will provide financial management.

- **Low-Income Homebuyer**

The activity provides downpayment assistance, and principal reduction to eligible households. The applicant applies to a participating lender for the primary funding. Assistance is provided as a deferred payment, 3% loan due on sale. Interest will cease to accrue after 20 years.

This activity will serve 20 households at the maximum subsidy. Households up to 80% of median income are eligible for the program.

● **Residential Rental Rehabilitation**

The program will provide loans to owners of low-income rental properties to rehabilitate affordable rental units. Amortizing loans will carry a 6% interest rate. To encourage private investment, the interest rate will be reduced by .3% for each matching 10% of the loan which is matched with private investment. Typical repairs will include a new roof, foundation repair, floor coverings, dry-rot repair, upgrading electrical systems, plumbing repairs, exterior and interior paint, and similar items.

The activity is being proposed as a pilot program. Approximately 10 units could be rehabilitated this year. The target population are landlord renting to persons up to 60% of median income.

D. PROJECT LOCATIONS

The locations of the homebuyer projects funded through the HOME consortium and homeowner rehabilitation should the Community Development Block Grant application be successful, are not known at this time. Several projects on the project map in the previous section will serve both Salem and Keizer locations. The CDBG funded single family residential rehabilitation project is located in Keizer.

E. HOMELESSNESS

Needs related to homelessness do exist in Keizer and homeless persons are often referred to locations outside the City. Efforts to address the needs of the homeless will continue through discussions with service and housing providers to identify the type of services needed by its residents.

F. RELATIONSHIP OF FUNDED ACTIVITIES TO THE FIVE YEAR PLAN

The activities listed above address the priorities adopted by the City of Keizer as part of the five year plan. These include:

The owner-occupied rehabilitation assistance will serve approximately 4-5 households with available funds. The owner occupied assistance would include households using up to 30% of their income for housing. Nearly all of them fall into either the small family or elderly category.

It is expected that Homebuyer assistance and Tenant Based Assistance provided by the Consortium will increase the number of benefitted households. Homebuyer and Tenant Based Assistance estimates are included in the Salem Action Plan since it is administering consortium activities.

Renter characteristics are more difficult to determine. At the present time, it is estimated that 80% fit somewhere in the small family category by the nature of the project based on overall estimates. Tenant based assistance may also take place in Keizer as part of Consortium activities. This project as a bridge to Section 8 assistance, an important step on the housing continuum to homeownership.

The income burden is difficult to determine. In summary, nearly all the renter projects will include persons who would be qualified for the federal preference in the Section 8 program in

regard to income burden. This represents 61% of the consortium total including security deposits.

G. ACTIONS TO FURTHER IMPLEMENTATION OF THE 1999 ACTION PLAN

These additional items are intended to further implementation of the plan. They include:

1. Lead Agencies

The lead agency for administration of the One-Year Action Plan will be the City of Keizer Community Development Department. Several agencies are responsible for implementing portions of the program. The housing projects will be administered directly through the department. Three certified Community Housing Development Organizations (CHDO) can operate in Keizer. Salem Self Help-Housing, Salem CDC, and Shangri-La Corporation act as developers for housing related projects.

2. Specific Program Requirements and Policies

Local Policies

The Consortium has developed procedures for determining compliance with HOME requirements. The City of Keizer has developed its Community Development Block Grant requirements for the owner-occupied rehabilitation program. Additional appropriate procedures will be developed as required by other funding sources.

In the HOME program a project agreement is signed by the Consortium administrator, the City of Salem, and the beneficiary or subrecipient. This agreement details the project scope or statement of work and specifies the provisions under which funds will be provided.

Program Requirements

A. General

■ Option

An option is an acceptable method of identifying a site and obtaining site control to expedite project development. The City of Salem and the Salem/Keizer Consortium will accept an option as evidence of site control subject to the provisions of the Uniform Acquisition and Relocation Act (URA) and compliance with the environmental regulations at 24CFR Part 58.

The City of Salem, for CDBG funds, and the Salem-Keizer HOME Consortium, for HOME funds; will reimburse the cost of the option provided the compliance with the regulations can be achieved and the project is completed by the owner as approved. The option must have been obtained 180 days or less from the annual application deadline.

■ Proposed project Cancellations

It is City policy that a project allocated funds should be completed during the fiscal year for which they have been granted funds (e.g. 1999 projects should be able to start between July 1, 1999 and June 30, 2000). In the event a project can not be completed due to events beyond the applicants control, staff has the authority to extend the required completion date by an additional year provided "substantial progress" has been made in carrying out the project during the year. Additional extensions can be made if progress continues to be made in succeeding years. If no action has been taken January 1 of the program year, the staff will report to the Housing and Community Development Committee that the project is inactive. The Committee may recommend be canceled and the funds reallocated to other projects in the next fiscal year.

B. HOME

■ Refinancing of Multi-Family Properties

Refinancing will be permitted on Multi-Family properties based upon the guidelines in 24CFR92.206(b). Refinancing will be considered for HUD expiring use properties (project based subsidies are being terminated) where HOME assistance is necessary for the units to remain affordable.

Guidelines for a project refinancing are as follows:

1. Rehabilitation is the primary eligible activity and each unit will require a minimum of \$5,000 in rehabilitation per unit.
2. Management practices of the property will be reviewed to ensure that disinvestment has not occurred and that the project can serve low-moderate income renters over the period of affordability.
3. A project scope which states whether the new investment is being made to maintain current affordable units and/or create additional affordable units.
4. The minimum period of affordability will be 15 years with longer periods where appropriate.
5. HOME funds will be available within the municipal limits of Salem and Keizer (Salem-Keizer Consortium).
6. HOME funds can not be used to refinance loans made or insured by any federal program including CDBG.

■ Home Buyer Resale

The HOME resale guidelines include the following provisions:

Down payment assistance and principal reduction assistance is to be repaid to the City from the "net sales proceeds" of any sale of the property. Net sales price is the sales

price of the home minus the principal balance on the primary loan, any down payment or closing costs paid by the owner.

a. If the net sales price is sufficient, the owner shall repay the full amount of funding received through Down Payment Assistance, Principal Reduction Assistance, or combination of both. The owner will be allowed to retain all additional appreciation.

b. If the net sales price is insufficient to repay Down Payment Assistance, Principal Reduction Assistance (or combination of both) and owner investment, then the City may forgive a prorated share of the net proceeds based on the amount of time the owner occupied the property during the twenty year period of affordability (as required under 24 CFR Part 92, HOME Investment Partnership program and stipulated in the Promissory Note and Trust Deed). For instance, if the homebuyer sells the home in year 10 of a 20 year affordability period, and the net proceeds are insufficient to repay the full amount of the HOME investment, then the City may forgive a maximum of one-half of the HOME investment.

c. Under no circumstances may the owner recover more than his or her investment (principal payments on the primary loan, down payment investment, and closing costs paid by owner) when the net sales price is insufficient to repay the city Down Payment Assistance Loan, Principal Reduction Assistance Loan, or combination of both.

The period of affordability will also be specified. In addition, the agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the project. A Covenant and Trust Deed are recorded where appropriate.

■ Multi-Family Resale

The loan payoff amount is to be repaid to the City from the "net sales price" of any sale of property. Net net sales price of the property is the sales price of the property minus the principal balance on the primary loan and closing costs. The owner shall pay the full amount of funding received through the HOME or CDBG funds. The owner will retain the appreciation.

The period of affordability will be specified. The project agreement will require compliance with Housing Quality Standards (HQS) and the Salem Housing Code. The agreement will also specify other federal requirements which must be met by the participant. A Covenant and Trust Deed are recorded where appropriate.

● Lease-Purchase

Home funds may be used to assist homebuyers through a lease-purchase program. The housing must be purchased by the homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the agreement is signed and at the time the property is transferred if more than six months has elapsed since it was determined that the family was income eligible. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase

agreement, HOME affordability for rental housing will apply if the housing is not transferred to the homebuyer within 42 months after project completion.

■ **Match**

Each project application requests information about total financing for a project. When a project is funded by the HOME program, staff determine other sources of project funding which are available to count as match. The eligible contributions are documented and logged in as match. In some cases, a project cannot provide match. These projects use banked match provided by other sources.

■ **Tenant Based Rental Assistance (TBA) Eligibility Area**

The eligible area for the use of Tenant Based Rental Assistance (TBA) funds and Security Deposits is expanded to include all areas within the Urban Growth Boundary (UGB) of Salem and Keizer. HOME regulations at 24CFR92.209(d) allow the Salem/Keizer HOME Consortium to permit recipients to use TBA funds outside its boundaries which are the City Limits of Salem and Keizer. HOME TBA and security deposits are the only programs for which the Consortium has this option.

C. Community Development

Procedures for monitoring Community Development projects depend upon the type of project. Construction or rehabilitation projects are determined to be eligible by city staff.

3. Anti-Displacement and Relocation Assistance.

Assistance will be provided in accordance with 24 CFR Part 42.

4. Replacement.

Standard condition will be defined as "average or better" in the Salem Housing Affordability Conditions and Needs Study, June 1992. An average or better condition rating will make the property eligible as a replacement unit. Housing which has been vacant more than three months prior to a contract for demolition for a HOME/CDBG project does not need to be replaced as part of the project.

5. Strategy to reduce the number of poverty level families

The anti-poverty strategy is best represented through the combined efforts of agencies which serve the Salem-Keizer area, working with and assisting households who are low income, homeless or threatened with homelessness. The emerging goals of this strategy include:

- mobilization of human and material resources from local, state and federal sources to benefit disadvantaged persons;
- capacity building through coalitions of public and private service providers and advocacy groups;

- prevention through early intervention, intensive case management and linking social services with affordable housing; and
- encouragement and empowerment toward independence and self-sufficiency through training, counseling, breaking the cycles of dependency, and involvement.

The Housing and Community Development Plan provides direction for housing needed to serve those with housing needs. The Housing and Community Development Advisory Committee and a wide range of public and private agencies has been involved with plan development, thus helping to insure consistency between housing and anti-poverty strategies.

Efforts are needed to review policies that affect housing production and affordability, and access to housing for large families. During this annual plan, efforts should be initiated to explore ways in which more affordable units can be produced through market and other incentives as well as through the use of local, state and federal assistance.

The continuing low vacancy rates, increasing costs and demand for affordable units suggest that affordability is a growing regional problem with specifically noticeable impacts on the cities and their existing housing stock.

6. Overcome obstacles to meeting needs

Lack of funds and inadequate coordination of effort are the greatest obstacles to meeting needs identified in the community. City policy as expressed in the Housing and Community Development Strategic Plan encourages greater cooperation in both project financing and operation. City staff is directed to encourage the use of multiple funding sources and collaboration between operating agencies.

7. Foster and maintain affordable housing

The city has indicated its support of applications from other agencies to outside sources for funds to foster and maintain affordable housing. The policy was adopted as part of the Housing and Community Development Strategic Plan.

8. Remove barriers to affordable housing

The Department of Community Development does outreach to the private sector to encourage applications for available Community Development Block Grant and HOME funds. Additional efforts will be made to attract applications from for-profit developers in future years.

9. Evaluate and reduce lead based paint

The Department of Community Development has a trained and certified lead risk assessor and supervisor on staff. This person inspects all sites having existing residential structures identified in applications for HUD funds. The inspector initiates abatement where appropriate.

10. Enhance coordination between public/private housing and social service agencies

The application process for Consortium projects requires applicant to indicate the source of social services support if it is required to serve the proposed clientele of the project. This has the effect of encouraging agencies to work together. The rating system employed in the initial application screening process gives points for the provision of social services where appropriate.

11. Foster public housing improvement/resident initiatives

The Salem Housing Authority is part of the Department of Community Services. The City Council acts as the Housing Authority Board. The city supports applications by the Salem Housing Authority to obtain funds from the Department of Housing and Urban Development as well as other outside sources to improve public housing and support the resident initiatives program.

12. Monitoring

Annual monitoring will be based on the anniversary date of the project agreement to the extent feasible. The monitoring will cover HOME program requirements, specifically including HQS, and income eligibility during the period of affordability.

In the HOME program a project agreement is signed by the City and the beneficiary or subrecipient. This agreement details the project scope or statement of work and specifies the provisions under which funds will be provided. If HOME resale provisions apply to the project, these will be spelled out in the agreement. The period of Affordability will also be specified.

Procedures for monitoring Community Development projects depend upon the type of project. Construction or rehabilitation projects are determined to be eligible by city staff. When projects begin staff ensures that the proper procurement procedures are followed. Upon completion, staff, ensures that the proper documentation is submitted as required.

All beneficiaries agree to comply with regulations relating to minority outreach and are required to make their services available to all eligible persons. A member of the Salem Human Rights and Relations Advisory Commission sits on the Housing and Community Development Plan Advisory Committee which recommends projects to the City Council to ensure that funds are available to minorities. The application process provides that information is provided on each project application to allow the citizen committee to determine how the project is structured and how it may fit with other projects. The committee ensures that comprehensive planning considerations are taken into account.

H. TIMETABLE

The target date for completion of this years activities is June 30, 2000. Actual completion dates will depend on a variety of factors that are unknown at the present time. If necessary, project completion dates may be extended up to another year.

I. GEOGRAPHIC DISTRIBUTION

Housing projects can be situated city wide.

J. CONTINUUM OF CARE

Continuum of care refers to the range of activities in the community for anti-poverty and homeless services. Components of a continuum of care strategy include (1) outreach and assessment (2) providing access to crisis services and stabilization, (3) meeting emergency basic needs, (4) supporting longer term transitional supportive housing, (5) Homelessness prevention strategies and (6) Access to permanent housing and permanent housing with supports.

Included activities are funded through federal, state, private foundations, investments, along with the City of Salem. These activities include providing shelter, related services to homeless persons, transitional housing-anti-poverty, programs and community services, human services, special needs housing projects, tenant based rental assistance, rental housing projects, home buyer assistance, owner occupied housing rehabilitation and other community development activities.

The current spectrum of activities addresses many item on the continuum of care:

(1) Crisis services are stabilization and emergency shelter services for single adults, as well as specific targeted population including homeless and runaway youth, mentally ill and victims of violence/sexual assault. Services are available through several community agencies including Mid Valley Women's Crisis Service, Crisis and Information Hotline, HOST Youth and Family program, Safe Haven drop-in center and outreach, Salvation Army, and Union Gospel Mission.

(2) Supportive services include respite and therapeutic childcare and preschool for families in crisis, parent education and counseling through community programs. Examples of providers are the YWCA, Salem-Keizer School District, Mid Valley Women's Crisis Service, and Northwest Human Services.

(3) Emergency basic needs are addressed through community shelters, Marion Polk Food Share, and West Salem Clinic.

(4) Transitional Housing and Supportive Services include case management, short term mental health services and independent living skills. Housing and services are provided through government and non-profit agencies such as Salem Outreach Shelter, County Mental Health, Commission on Children and Families, Northwest Human Services Homeless Outreach and Advocacy Project and others.

(5) Affordable permanent housing and permanent with supportive services is the final goal on the continuum of care. Among housing providers are private developers and non-profit housing organizations such as Salem Self-Help Housing, Salem Community Development Corporation, Willamette Housing Organization, and Habitat for Humanity.

The consortium approach to planning recognizes the importance of and insures quality of services through broad based community, involvement in the development of a coordinated plan. The continuum of care concept is part of the 1995-2000 Housing and Community Development Strategic Plan. The activities which are being funded in the 1998 Action Plan address continuum of care issues in a number of areas. The consortium will address gaps in the current activities and support continued development of strategies to fill those gaps.

K. BENEFIT FROM PLAN ACTIVITIES

The owner occupied rehabilitation project will assist approximately 4-5 households based on 1999 costs per unit. Additional households will be assisted in Keizer through consortium activities.

Renter characteristics are more difficult to determine. For owner occupied units, nearly all of them fall into either the small family or elderly category. The income burden is also difficult to determine. In summary, nearly all the renter projects will include persons who would be qualified for the federal preference in the Section 8 program in regard to income burden. This represents 61% of the total including security deposits. The owner occupied assistance would include households using up to 30% of their income for housing.



May 17, 1999

AGENDA ITEM 7a

KEIZER HERITAGE FOUNDATION LEASE AGREEMENT

CITY COUNCIL MEETING: May 17, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND COUNCIL MEMBERS

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *FIRST AMENDMENT TO GROUND LEASE (KEIZER HERITAGE)*

After the last City Council meeting, I revised the First Amendment to Ground Lease to provide for certain changes. My understanding is that Keizer Heritage Foundation will approve and sign the amendment prior to tonight's meeting.

The major changes are as follows:

1. The language regarding completion of the project has been clarified to indicate that the final landscaping will be completed on or before June 30, 2000.
2. The amendment has added a section for an annual financial statement, including a requirement for an established sinking fund.
3. The section regarding default if the project is not completed in a timely manner has been modified to allow for a thirty day notice.

RECOMMENDATION:

Adopt the attached resolution authorizing the City Manager to enter into the First Amendment of Ground Lease.

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

ESJ/tmh
enclosure

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER INTO
4 FIRST AMENDMENT OF GROUND LEASE (KEIZER
5 HERITAGE FOUNDATION)

6 WHEREAS, Keizer Heritage Foundation and the City of Keizer entered into that
7 certain Ground Lease on or about July 19, 1995;

8 WHEREAS, such Ground Lease required Keizer Heritage Foundation to complete
9 refurbishment of the Old 1916 Keizer School (hereinafter "School");

10 WHEREAS, Keizer Heritage Foundation has been unable to complete such
11 refurbishment;

12 WHEREAS, the City and Keizer Heritage Foundation wish to amend the Ground
13 Lease to provide for a firm date for completion of the project and to modify certain other
14 terms and conditions of the Ground Lease;

15 NOW, THEREFORE,

16 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
17 is authorized to sign on behalf of the City the First Amendment of Ground Lease attached
18 as Exhibit "A" and by this reference incorporated herein.

19 PASSED this _____ day of _____, 1999.

20 SIGNED this _____ day of _____, 1999.

21 _____
22 Mayor

23 _____
24 City Recorder

Lien & Johnson

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

FIRST AMENDMENT OF GROUND LEASE

DATE: _____, 1999

PARTIES:

CITY OF KEIZER,
an Oregon municipal corporation (hereinafter "the City")

KEIZER HERITAGE FOUNDATION, INC.,
an Oregon nonprofit corporation (hereinafter "Keizer Heritage")

RECITALS:

A. The City and Keizer Heritage are parties to that certain Ground Lease signed on or about July 19, 1995. The purpose of such Ground Lease was to provide Keizer Heritage with property on the city hall complex to place the Old Keizer School (the "Building") and to refurbish such school.

B. The Ground Lease provides that Keizer Heritage shall complete the refurbishment (the "Project") within one (1) year after it is commenced.

C. Keizer Heritage has requested that the City grant it an extension of time to complete the Project.

D. The City is willing to grant such request conditioned upon the modification of the Lease regarding the remedies available to the City should Keizer Heritage fail to complete the Project in a timely manner, in addition to certain other Lease modifications.

NOW THEREFORE, based on the mutual promises and covenants made herein, the parties agree as follows:

AGREEMENT:

1. Section 2.1 of the Ground Lease is hereby deleted and replaced with the following:

2.1 Completion of Project. Keizer Heritage shall construct the Project in accordance with the final plans and specifications approved by the City, which approval shall not be unreasonably withheld or delayed. Excavation for the

foundation of the Building shall commence no later than 90 days after the satisfaction or waiver of the condition to this Lease stated in Section 1.1. above. Keizer Heritage shall, ~~subject to acts of God, strikes, or any other reason beyond the reasonable control of Keizer Heritage, diligently prosecute the work to completion no later than one (1) year after it is commenced,~~ complete the Project no later than December 31, 1999, with exception of the required landscaping, which shall be fully completed on or before June 30, 2000. The Project shall be deemed completed only when Keizer Heritage has received its permanent occupancy permit for the entire structure. The work shall be performed in accordance with all legal requirements ("Legal Requirements") and in a good and professional manner. For the purposes of this Lease, the term "Legal Requirements" includes all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, foreseen or unforeseen, ordinary as well as extraordinary. The City shall have the right to inspect the work at reasonable intervals subject to the supervision of Keizer Heritage and in a manner that will minimize any interference with the work. Execution of this Agreement by the City does not constitute approval of any Legal Requirements, nor is it any promise or indication that the City will in the future approve any Legal Requirements.

2. The following new Section shall be added regarding annual financial statements and sinking fund as a new Section 4.11:

4.11 Annual Financial Statement. No later than 120 days after the end of its fiscal year, Keizer Heritage shall provide its annual financial statement to the City. Such annual financial statement shall have been audited by an independent certified public accountant using generally accepted auditing procedures and such audit report shall accompany the annual financial statement. Such financial statement shall also include the balance of the established sinking fund to provide for maintenance and repairs to the Building.

2. Section 16.2 of the Ground Lease relating to assignment of the Lease to Keizer Art Association, Inc. is hereby deleted.

3. The last sentence of Section 17.1.2 of the Ground Lease relating to default notice being given to Keizer Art Association, Inc. is hereby deleted.

4. The following new Section shall be added as an item of default as new Section 17.1.3:

17.1.3 If Keizer Heritage fails to complete the Project as set forth in Section 2.1 after thirty (30) day notice from the City requiring completion.

5. Section 24 of the Ground Lease relating to the building being permanently kept for public use is hereby deleted.

6. Except as expressly modified herein, all terms and conditions of the Ground Lease remain in full force and effect.

City of Keizer, an
Oregon municipal corporation

By: _____

DATED: _____

Keizer Heritage Foundation, Inc.,
an Oregon nonprofit corporation

By: _____

DATED: _____



May 17, 1999

AGENDA ITEM 7b

**5TH AMENDMENT TO THE NORTH RIVER ROAD URBAN
RENEWAL PLAN**

CITY COUNCIL MEETING: May 17, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND COUNCIL MEMBERS

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *ADOPTION OF A FIFTH AMENDMENT TO THE NORTH RIVER ROAD URBAN RENEWAL PLAN*

This matter is before the Council on the recommendation of the Urban Renewal Agency to adopt the Fifth Amendment to the North River Road Urban Renewal Plan. This amendment allows for identification of properties to be possibly acquired, including the Unocal site, and properties in the vicinity of the City Hall complex. There is no obligation to purchase such properties and such decision would be made by Agency and Council. It also makes the Plan consistent with the requirements of Ballot Measure 50.

RECOMMENDATION:

Adopt the attached Ordinance approving the Fifth Amendment to the North River Road Urban Renewal Plan.

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

ESJ/tmh
enclosure

C:\MYFILES\2077URB.012

1 BILL NO. _____

A BILL

ORDINANCE NO.

99- _____

2
3 FOR

4
5 AN ORDINANCE

6
7 APPROVING THE FIFTH AMENDMENT TO THE NORTH RIVER ROAD
8 URBAN RENEWAL PLAN FOR THE CITY OF KEIZER, OREGON
9

10
11 WHEREAS, Keizer Urban Renewal Agency (the "Agency") has prepared
12 and has proposed to the City Council for its approval a Fifth amendment to the
13 urban renewal plan for an urban renewal area within the boundaries of the City of
14 Keizer which urban renewal plan is known as the North River Road Urban
15 Renewal Plan (the "Plan"); and

16 WHEREAS, such amended Plan and its accompanying Report have been
17 prepared in conformity with the requirements of ORS 457.085, and

18 WHEREAS, the Fifth Amendment to the Plan is an amendment requiring
19 City Council approval as defined in Section 1000 C. of the North River Road
20 Urban Renewal Plan; and

21 WHEREAS, on May 17, 1999, the Keizer Urban Renewal Agency
22 approved by resolution the Fifth Amendment to the Keizer Urban Renewal Plan;
23 and

24 WHEREAS, the Keizer City Council has reviewed the Fifth Amendment to
25 the Keizer Urban Renewal Plan, and

26 WHEREAS, the City Council finds the Fifth Amendment to the Keizer
27 Urban Renewal Plan should be adopted and approved, based on the findings
28 listed below,

29 NOW THEREFORE, THE CITY OF KEIZER DOES ORDAIN AS
30 FOLLOWS:

31 Section 1. Findings In support of its adoption of the Fifth Amendment
32 to the Keizer Urban Renewal Plan, the following findings of fact and conclusions
33 are adopted:

34 ////////////////

35 ////////////////

1 FINDINGS

- 2 1. That the Fifth amendment does not alter the goals, policies, or costs of
3 the North River Road Plan.
- 4 2. That the acquisition of property provided for in the Fifth Amendment is an
5 activity necessary to carry out the goals and objectives of the North River
6 Road Urban Renewal Plan .
- 7 3. That the Fifth Amendment to the North River Road Urban Renewal Plan
8 conforms to the City's Comprehensive Plan as a whole..
- 9 4. That the adoption and carrying out of the Fifth Amendment to the urban
10 renewal plan is economically sound and feasible.
- 11 5. That the Keizer City Council hereby incorporates by reference the Fifth
12 Amendment to the North River Road Urban Renewal Plan, attached to this
13 Ordinance as Exhibit "A", as support for its above-mentioned findings
- 14 6. That the Keizer City Council further relies on the Fifth Amendment to the
15 North River Road Urban Renewal Report, attached to this Ordinance as
16 Exhibit "B".
- 17

18 CONCLUSIONS

19

- 20 1. The Keizer City Council hereby adopts and approves the Fifth Amendment
21 to the Keizer Urban Renewal Plan.
- 22 2. Keizer City Council directs the City Recorder to send a copy of this
23 Ordinance to the Urban Renewal Agency for the City of Keizer, Oregon.
- 24

25 PASSED this ____ day of May, 1999.

26

27 SIGNED this ____ day of May, 1999.

28

29
30 _____
31 Mayor

32
33 _____
34 City Recorder
35

EXHIBIT A

Fifth Amendment to the North River Road Urban Renewal Plan. City of Keizer Urban Renewal Agency May 17, 1999

Background

The Keizer Urban Renewal Agency wishes to acquire certain properties within the Keizer urban renewal area. Properties to be acquired will be disposed of for public and private redevelopment purposes.

The Keizer Urban Renewal Agency also wishes to revise the Amendments section of the North River Road Urban Renewal Plan to incorporate the requirements of Ballot Measure 50, and to clarify requirements for various types of amendments to the urban renewal plan.

The Fifth Amendment to the North River Road Urban Renewal Plan therefore:

- Adds properties to the list of properties to be acquired.

- Revises the wording of Section 700F of the Plan to clarify Agency procedures on acquisition.

- Revises the wording of Section 1000 of the Plan to make it consistent with requirements of BM50, and to clarify Agency plan amendment requirements.

Additional Findings

The Fifth Amendment to the Plan does not substantially alter the goals and objectives of the Plan. Land acquisition is an activity authorized in the original urban renewal plan. The changes to the Acquisition and Amendments sections of the Plan are intended to comply with the requirements of Ballot Measure 50, and to clarify the Agency's procedures for acquisitions and amendments.

The Report on the Plan, as revised by the Fourth Amendment to the Plan, shows an allocation of funds to the project activity sufficient to cover the anticipated Agency cost of the land acquisition activity. The Fifth Amendment therefore will not add a new cost to the Plan. There will be no change to the maximum indebtedness total for the Plan.

The Fifth Amendment does not materially alter the goals, activities, or costs of the Urban Renewal Plan. The additions to the list of property to be acquired, and the changes to the Amendments section of the Plan make the Fifth Amendment a plan change requiring approval by the Keizer City Council.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following changes to Section 700 F of the Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

F. PROPERTY ACQUISITION

Acquisition of real property is determined necessary to carry out the objectives of this Plan. Accordingly, this Plan authorizes the following property acquisitions within the Urban Renewal Area:

1. Property to be Acquired for Public Use: *Improvements and Facilities*

It is anticipated that acquisition of real property will be necessary to carry out public use objectives of this plan. These objectives include *right-of-way acquisition for streets, alleys, bicycle and pedestrian ways, street and utility improvements, bike, pedestrian and related other public improvements, uses and facilities* described in Section 700 A and ~~B~~ *B, and C* of this Plan. ~~The locations of such improvements and the property to be acquired are generally shown on Exhibit 4. The exact locations and descriptions of the property to be acquired shall be determined upon the completion of detailed engineering studies for each improvement. Prior to acquisition, this Plan shall be amended by a minor amendment thereto identifying to identify the specific property or interest to be acquired. The type of amendment required to acquire property for Public Improvements and Facilities is:~~

Right-of-way acquisition for streets, alleys, bicycle and pedestrian ways that do not require the use of eminent domain will require a minor amendment to this Plan, as described in Section 1000 A 1. of this Plan. Council approval will not be required for these acquisitions.

Acquisition for other public improvements, uses, and facilities will require a minor amendment to this Plan, but will require Council approval of the minor amendment.

Amendments requiring Council approval are described in Section 1000 C of this Plan

Any acquisition of property for Public Improvements and Facilities that requires the use of eminent domain will require Council approval of the minor amendment to this Plan.

Amendments requiring Council approval are described in Section 1000 C of this Plan.

~~Property for public facilities identified in Section 700 C of this Plan also may be acquired. Such property shall not be acquired until this Plan is amended pursuant to Section 1000 B. 2.~~

Properties to be acquired for Public Improvements and Facilities are:

<u>Tax Map No.</u>	<u>Tax Lot</u>
073W02AB	1200
073W02AB	1300
073W02AB	2000
073W02AB	2300
073W02AB	2400

2. Property to be Acquired for Redevelopment.

Property may be acquired by the Renewal Agency and disposed of to a developer in accordance with this Plan. ~~The Agency may limit its acquisition to those properties required to complete land assembly for purposes of developing the property to achieve the goals of this plan. In the event property is to be acquired for purposes of private development, such property shall be identified and this Plan shall be amended in accordance with Section 1000 B. 3. hereof~~ Prior to acquisition, this Plan shall be amended by a minor amendment thereto identifying to identify the specific property or interest to be acquired. *The type of amendment required to acquire property for Redevelopment is:*

Acquisition for Redevelopment will require a minor amendment to this Plan as described in Section 1000 A1 of this Plan, but will require Council approval of the minor amendment. Amendments requiring Council approval are described in Section 1000 C of this Plan.

Such amendment will describe the property to be acquired and the anticipated disposition of such property, together with an estimated time schedule for such acquisition and disposition.

The following properties have been identified for acquisition by the Renewal Agency:

Tax Map No.	Tax Lot
6-3W-25	3800
6-3W-25	3900
6-3W-25	4000
6-3W-25	4100
7-3W-02BB (Unocal)	4300

Schedule: The Development Agency proposes to commence acquisition of property within five *seven* years from the date of approval of this plan, and to complete acquisition within fifteen years from such approval.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following changes to Section 1000 of the Urban Renewal Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

1000. FUTURE AMENDMENTS

It is anticipated that this plan will be reviewed periodically during the execution of the Project. The plan may be changed, modified, or amended as future conditions warrant.

A. MINOR CHANGES ~~AMENDMENTS~~

Minor ~~changes~~ amendments to the Plan shall be made by a duly approved resolution of the Agency which describes the details of the minor ~~change~~ amendment. Minor ~~changes~~ amendments shall include:

1. *Identification of property to be acquired for any purpose set forth in Section 700 F of this Plan.* ~~streets and utility right-of-way.~~
2. *Changes to the Plan which are not specifically identified as requiring a Substantial Amendment, or a Council-Approved Amendment*

B. SUBSTANTIAL CHANGES ~~AMENDMENTS~~

Substantial amendments shall require the notice, hearing, and approval procedures required by the original Plan by statute. *ORS 457.095, and special notice as provided in ORS 457.120.*

Substantial amendments are: ~~defined as those established by statute, including, but not limited to:~~

1. Adding land to the urban renewal area, except for an addition of land that totals not more than one percent of the existing area of the urban renewal area.
2. Extending the date in Section 1102 of this plan, after which no bonded indebtedness shall be issued with respect to the plan, or any project undertaken with respect to the plan.
3. *Increasing the amount of maximum indebtedness that can be issued or incurred under the plan.*

C. ~~Council-Approved Changes~~ *AMENDMENTS*

Council-Approved amendments to the Plan shall require approval by the Agency by Resolution and approval by the City Council by Non-Emergency Ordinance. ~~but shall not require the special notice procedures stated in ORS 457.120.~~ Council-Approved amendments are:

- a. Adding a project, activity, or program that differs substantially from a project, program, or activity in the Plan, and is estimated to cost in excess of the equivalent of \$500,000 in second quarter 1996 dollars over the duration of the Plan. The \$500,000 threshold shall be adjusted annually at a rate equal to the Construction Cost Index (CCI), also referred to as the ENR Index for Construction published quarterly by the Engineering News Record.
- b. Identification of land for acquisition ~~for disposition and redevelopment~~ which requires Council approval per Section 700F of this Plan.

EXHIBIT B

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

Background

The Keizer Urban Renewal Agency wishes to acquire property for Public Improvements, and for Redevelopment purposes. The Fifth Amendment to the Plan adds these properties to the list of properties to be acquired. The Fifth Amendment to the Plan also makes revisions to the Acquisitions and Amendments sections of the Plan.

Findings

It is estimated that the total cost of the acquisitions will be approximately \$500,000. The cost of the Cherry Avenue project shown in Table 4 of the Report on the Fourth Amendment to the Plan, is revised to accomodate this acquisition item. There will be no change in Plan costs, or change to the maximum indebtedness total for the Plan.

The Fifth Amendment to the North River Road Urban Renewal Plan makes the following change to Table 4 of Section 400A of the Report on the Plan. Deletions are indicated by ~~strikeout~~. Added text is indicated in *italics*.

Only the Fifth Amendment change to Table 4 is shown below. Table 4 is not shown in its entirety.

TABLE 4		
CITY OF KEIZER - NORTH RIVER ROAD URBAN RENEWAL AREA		
PROJECT COSTS UPDATED TO 1998 VALUES		
COSTS AS OF AMENDMENT 1, 1993		
<i>Total Uncompleted Project Costs</i>	<i>1993</i>	<i>1998</i>
Cherry Avenue	\$700,000	\$805,288 <i>\$305,288</i>
<i>Land Acquisition for Public Uses and Redevelopment</i>	<i>50</i>	<i>\$500,000</i>

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



May 17, 1999

AGENDA ITEM 8a

**AUTHORIZING CITY MANAGER TO AWARD BID FOR
MANHOLE CONVERSIONS**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL MEMBERS

**THROUGH: WALLY MULL
CITY MANAGER**

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

SUBJECT: RIVER ROAD STORM DRAIN REPAIRS

BACKGROUND:

The current storm drain square junction boxes along River Road are a continual maintenance problem. In preparation for the future asphalt overlay on River Road, The Public Works Department recommends we convert the square junction boxes to round manholes. This conversion will allow us to adjust the grade of the manholes when asphalt is added to River Road, improve traffic safety and provide better access to maintain the storm drain piping system.

The Engineers estimate for the total project was \$70,000. The City received a high bid of \$64,844 with the average of six bids at \$44,534.10.

FISCAL IMPACT:

Funding for this project is available in the 98/99 street fund storm drain maintenance line item.

RECOMMENDATION:

It is recommended the Council adopt the attached Resolution directing staff to enter into an agreement with EA Backhoe, to convert 43 square junction boxes to round manholes at a cost of \$40,722.29.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R99-_____

AUTHORIZING THE CITY MANAGER TO AWARD BID FOR MANHOLE CONVERSIONS

ON RIVER ROAD, KEIZER, OREGON

WHEREAS, the City of Keizer currently has 43 square junction boxes along River Road North, Keizer, Oregon;

WHEREAS, conversion of these square junction boxes to round manhole covers will allow adjustment of the grade when asphalt is added to River Road, improve traffic safety, and provide better access to maintain the storm drain piping system;

WHEREAS, funds a request for bids was advertised and six bids were received. These bids were opened on April 28, 1999 with the highest bid being \$64,844 and the low bid being \$40,722.29. Low bid was received from E.A. Backhoe.

NOW, THEREFORE

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to award the bid and enter into an agreement with E.A. Backhoe to convert the square junction boxes to round manholes along River Road at a cost of \$40,722.29.

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Mayor

City Recorder



May 17, 1999

AGENDA ITEM 8b

APPROVAL OF MAY 3, 1999 REGULAR SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
Monday, May 3, 1999
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Newton called the regular meeting to order at 7:07 p.m.

Roll Call was taken as follows:

Present:

Bob Newton, Mayor
Craig Campbell, Councilor
Lore Christopher, Councilor
Jim Keller, Councilor
Jerry McGee, Councilor
Jacque Moir, Councilor
Garry Whalen, Council President

Staff:

Wally Mull, City Manager
Shannon Johnson, City Attorney
Tracy Davis, City Recorder
Dianne Hunt, Human Resources Officer
Marc Adams, Chief of Police
Susan Gahlsdorf, Finance Officer

PUBLIC TESTIMONY

Vic Backlund, State Representative Salem-Keizer pointed out his number one concern are those of the constituents and he urged anyone with concerns or questions to contact his office. Mr. Backlund shared things have slowed as members of the Legislature are awaiting the May 14th revenue forecast. He indicated that the pace would pick up at this point and they have predicted by July 1-4 they are hoping the Legislature will come to a close.

Responding to questions Mr. Backlund indicated that the mail theft bill had made it through committee hearings and has had a work session. Mr. Backlund felt that it would be moved onto the House. In regards to the Dredging Bill Mr. Backlund has not seen any movement on it. Mr. Backlund explained the Huffing and Drug inhalant Bill has passed out of the committee and should be moved onto the floor soon.

Mayor Newton thanked Representative Backlund for his update.

Marsha Bednarczyk, 7775 O'Neil Road-Stated she was here to offer information from the Planning Commission meeting April 14, 1999. Ms. Bednarczyk stated that the Commission will be discussing drainage issues at there next meeting May 12, 1999 at 7:00 p.m. She encouraged any interested citizens to attend this meeting.

Earl Boyd, 5178 Verda Lane, Keizer-expressed his concerns regarding the property across the street from him. Mr. Boyd stated there is a lot of junk in the yard and it is starting to attract rodents. Mr. Boyd also expressed his concern regarding the disrepair of sidewalks on Verda Lane.

Mayor Newton advised Mr. Boyd that the property owners are responsible for repairs of the sidewalks, but shared that staff would look at and contact the owners of the nuisance problem.

Mayor Newton thanked Mr. Boyd for his input and stressed to citizens that they do not need to wait and attend a Council Meeting if they have issues they may contact City Hall.

COMMITTEE REPORTS

a. Appointment of Municipal Court Judge RESOLUTION- Authorizing City Manager to Enter Agreement for Judicial Services for the Keizer Municipal Court

City Manager Mull reported in 1990 the City Council implemented a Municipal Court to handle traffic infractions and ordinance violations resulting from the enforcement by the Keizer Police Department. Mr. Mull noted Erik Larson acted as the Municipal Court judge until his resignation on February 5, 1999.

Mr. Mull stated the City Charter states Municipal Court Judge shall be an officer of the City and shall be appointed by a majority vote of the City Council. The Judge shall be a current member and in good standing with the Oregon State Bar, at least 21 years of age, and a United States citizen.

Mr. Mull indicated upon the resignation of Judge Larson, the City initiated the recruitment for a Municipal Court Judge. As a result of the advertisements, 23 letters of interest were received. On April 20th, interviews were held with the top five candidates. After the interview process, the panel agreed to recommend the appointment

of A. Carl Myers. Mr. Myers has served since 1990 as a Municipal Court Judge pro tem under Judge Larson and has presided over many trials and arraignments.

Mr. Mull requested the City Council accept the recommendation of the interview panel and appoint A. Carl Myers to serve as the Municipal Court Judge for the City of Keizer. Mr. Mull further recommended that the City Council authorize the City Manager to enter into an agreement with A. Carl Myers for judicial services.

Council President Whalen moved to appoint A. Carl Myers as Municipal Court Judge and a Resolution Authorizing the City Manager to Execute an Agreement for Judicial Services for the Keizer Municipal Court. Councilor Campbell seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Chief Supreme Court Justice Wallace P. Carson, Jr. conducted the oath of office to Mr. Myers.

Court Clerk, LaVerne Caudle presented Judge Myers with a gavel.

b. Council Liaison Reports

Keizer Urban Renewal Board-Councilor Keller reported at the last meeting the Board discussed the Chemawa Activity Center and how the feasibility study would be addressed. Councilor Keller noted that there are a lot of things to be worked out, but the Keizer Urban Renewal Board has agreed to be an active member.

Keizer Heritage Foundation-Councilor Keller shared the Foundation has collected approximately \$170,000 in their fund drive with the plan of completion by May 23rd. During the parade kids from the Young Life Organization will be walking the route with donation buckets. A Bowl-a-Thon took place and they raised \$2,000.

Emergency Operations Committee-Councilor Moir reported the Committee met on April 22nd. No incidents were reported during the past month. New Volunteer Group leaders will be: Patty Morely, Carolyn Green and

Ted Plumb. Councilor Moir shared that Carrie Fredrickson will be doing the Newsletter updates for COP Talk.

The Committee discussed additional volunteer training to take place after the Iris Festival. Councilor Moir announced that approximately 1700 people attended the Y2K Fair at the Fairgrounds. In addition, she explained Lt. Miranda will be contacting some of the Portland TV stations to see about having information displayed in the case of an emergency in the Salem-Keizer area. The next meeting would take place May 27th at 4:00 p.m. in the Police Auditorium.

Claggett Creek Watershed Council-Councilor Moir

Thanked Councilor McGee for attending the March meeting for her. Approximately 35 people attended that meeting for a presentation by the school district and the impact of the wetlands pertaining to the building of the two new schools in Keizer.

The last meeting of the Watershed Council was April 27th. Councilor Moir stated that the Committee is sending a letter to the state legislature in support of Senate Bill 131, which would provide umbrella liability coverage for watershed council representatives across the state. Councilor Moir noted that the committee is also drafting a volunteer application form in the hopes of getting volunteers involved.

Councilor Moir shared that the committee is discussing the possibility of mapping wetland mitigation sites in the boundaries of their watershed. Two possible areas have been identified in Keizer and will be exploring with that in the near future. An annual organizational meeting will be discussed at their next meeting on May 25th at 7:00 p.m. in the City Council Chambers.

Traffic Safety Commission-Councilor McGee

shared that the Commission is interested in being placed on the Council's agenda in June. Councilor McGee noted the Commission is requesting any comments from the Council regarding the draft Neighborhood Traffic Management Plan by May 5th. Councilor McGee noted that the Commission would like to make any revisions to the Plan before going before the Neighborhood Associations.

Councilor McGee shared the Commission discussed applying for mini-grants and he gave a history of some of the items purchased by mini-grants in the past. Councilor McGee shared that the grants carry an approximate 20% match from the Council.

OTHER BUSINESS

a. New Business

Council President Whalen reported on Thursday, May 6th the Mayor's Prayer Breakfast will take place at Collette's Restaurant with key- note speaker; Chief Marc Adams.

Councilor Keller stated he met with Bob Ohrn regarding a recent public hearing pertaining to the Whispering Firs Subdivision Case Number 99-03. Councilor Keller questioned the fact that a builder does not have to submit everything prior to the case being submitted to the hearings officer. Councilor Keller explained that the staff review and the hearings officer review take place without all the information being made available to the public.

Councilor Keller noted he has met with the City Manager to consider changes to the development code to make sure all material is available at the time the matter is considered by the hearings officer.

Mr. Johnson interjected that this matter has been appealed and would be coming before the Council in the near future. He informed the Council it would not be appropriate to discuss at this time.

Dianne Hunt, Human Resources Officer informed the Council that two new seasonal park workers had begun employment with the City. They are: John O'Neil and Terry Taylor.

Mr. Johnson reported he received a fax from Jerry Walker of the Volcanoes Baseball Stadium advising they are in the process of refinancing their original construction loan. They requested a copy of the occupancy permit and the environmental assessment. Mr. Johnson explained that Mr. Walker would be in a situation of losing his interest lock if they are unable to close by May 13th. Mr. Johnson explained that the lease states that the Council approve any refinancing. He distributed a letter he received from US Bank.

Mr. Johnson requested Council direction and explained the options that the Council could take.

Councilor McGee moved a motion to authorize the City Manager, with advice of legal counsel, to review and approve, if appropriate, the refinancing documents of the Salem-Keizer Volcanoes. In addition, the Salem-Keizer Volcanoes should reimburse the City for staff time associated with this review. Council President Whalen seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

City Manager Mull announced new garbage cans were installed along River Road to help to keep River Road clean.

City Manager Mull explained the City Employee Appreciation Day would be on May 5th. Management staff will be providing lunch to the employees. He invited members of the Council to attend.

b. Old Business

There was no old business to come before the Council.

PUBLIC HEARINGS

Mayor Newton opened the public hearing.

**a. ORDINANCE-
Declaring Lien Against
Property Located at
4915 Rickman Road
North**

Senior Planner, Amy Drought reported this was a request to place a lien against the property located at 4915 Rickman Road NE for abatement of a nuisance violation. Cheryl Vafakos, Code Enforcement Officer has been working on this matter since August, 1998.

There was no testimony to come before the Council.

Mayor Newton closed the public hearing.

Councilor Keller moved a bill for an Ordinance Declaring a Lien Against Property Located at 4915 Rickman Road NE, Keizer, Oregon and Directing the City Recorder to Enter Such Lien in the Minor Lien Docket Pursuant to Ordinance No. 94-282 (Nuisance Abatement Procedure) Declaring an Emergency. Councilor Campbell seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir,
Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. ORDER- Approving
Keizerfest Noise
Variance**

Mayor Newton opened the public hearing.

City Manager Mull reported St. Edward's Church has filed a request for a Class B Noise Variance for the Keizerfest which is scheduled to begin on May 20th and continue until May 23, 1999. Mr. Mull noted a letter from St. Edward's Church outlines the reasons the variance is necessary, the physical characteristics of the involved sound, the date and times the sound will be emitted, a site sketch plan and other supporting information as defined in the Ordinance. Notice of the was published in the Keizertimes. Mr. Mull indicated no written comments had been received.

There was no testimony to come before the Council.

Responding to questions, Chief Adams indicated he was not aware of any complaints from last years Keizerfest.

Mayor Newton closed the public hearing.

Councilor Keller moved an Order in the Matter of the
Application of St. Edward's Church for a Variance from
the Requirements of the Keizer Noise Ordinance.
Councilor Moir seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir,
Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. Amendment to the Keizer Heritage Foundation Ground Lease

City Attorney, Shannon Johnson submitted a staff report indicating that part of the motion by the Urban Renewal Agency was to amend the ground lease. Mr. Johnson shared his understanding of the motion was essentially that there would be no question that the City would take over the Old School if certain requirements were not met. He reviewed some of the changes in the ground lease.

Mr. Johnson explained that Jim Hupy, Keizer Heritage Board President had requested the final date to obtain an occupancy permit be extended to December 31st to allow them to do last minute work. In addition, he explained the issue of notice of default was not addressed in the lease. The motion from the Agency discussed an annual report be submitted which Mr. Johnson did not address in the ground lease but would add at Council's direction.

Mr. Johnson explained that Mr. Hupy requested a provision be added regarding the final landscaping. It would be completed in phases and the final portion of the landscaping would not be able to be completed until construction was complete.

Mr. Johnson went through Section 24 of the ground lease and suggested that this portion be removed.

Responding to questions Mr. Johnson indicated that the final grant agreement and ground lease would be back for approval on May 17, 1999.

Councilor McGee stressed that in the case of default the Foundation should be aware that they would be unable to dictate terms or disposition of the building. This would be a decision of the Council.

Council President Whalen concurred with Councilor McGee and also indicated that allowing the Foundation six months after certificate of occupancy for the completion of landscaping would be adequate.

The Council agreed by consensus to make the following changes to the draft lease agreement and bring back for consideration on May 17, 1999.

- 1) Additional six months from the date of occupancy permit for landscaping completion
- 2) City Council would decide, with an opportunity for public input, what to do with the building should the Keizer Heritage Foundation default on the agreement.

- 3) Submission of an annual report and sinking fund report from the Keizer Heritage Foundation
- 4) An extension until December 31, 1999 to obtain occupancy permit.
- 5) Deletion of Section 24.

Responding to questions City Manager Mull stated that the County would issue the occupancy permit to the City, to give to the developer or builder. If issues have not been satisfied the City is able to hold the permit until this issues have been resolved.

Jim Hupy, Keizer Heritage Foundation President- shared some of the history of the project and the code requirements that have changed over the years. Mr. Hupy explained that he wanted ground lease to perpetuate the intent.

Mr. Hupy brought up the issue of the sinking fund and shared that in earlier meetings with the Council the Foundation had requested that in some point in time the operating expenses required more income from the tenants, the Foundation would be able to consider other sources of income other than non-profit organizations.

Mr. Johnson confirmed that he needed make an amendment to items in the staff report, the sinking fund and to delete Section 24. Mr. Johnson shared that he was not sure of Council's direction on the request for notice.

Council President Whalen indicated he did not feel the request for notice should be added to the ground lease.

CONSENT CALENDAR

Items contained on the consent calendar were as follows:

- a. Approval of April 12, 1999 Work Session Minutes
- b. Approval of April 19, 1999 Regular Session Minutes

Councilor Keller moved for approval of the items on the Consent Calendar. Councilor Campbell seconded the Motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

WRITTEN COMMUNICATIONS

Council President Whalen shared a fax received from Curt Snyder from the City of Salem, Community Development Department. They requested that Keizer submit a letter in support of Salem for a grant application to the DLCD.

Council President Whalen pointed out the application must be in by May 17th and suggested to the Council to review the fax and direct any questions to Ms. Drought. He explained that the City of Keizer would also be competing for these grant funds for both in-fill and available land survey. He urged the Council to weigh the advantages and disadvantages of competing for the same grant.

Mayor Newton suggested that the Council review and if there was support to do this they would call a special meeting to discuss the issue.

Councilor Keller shared a letter from the Chamber of Commerce regarding a promotional grant from the transient occupancy tax funds. The Chamber is requesting an opportunity to present their case to the Budget Committee. Councilor Keller requested the City Manager contact the Chamber and direct the Chamber as to the most appropriate meeting to make their presentation.

Mayor Newton shared the summary of the minutes from the SKATS minutes that he noted he would copy and distribute to the Council.

AGENDA INPUT

May 4, 1999

7:00 p.m. Budget Committee Meeting

May 6, 1999

7:00 p.m. Budget Committee Meeting

May 10, 1999

7:00 p.m. Budget Committee Meeting

May 13, 1999

7:00 p.m. Budget Committee Meeting ~ Urban Renewal Budget

May 17, 1999

6:00 p.m. Urban Renewal Agency

- Approval of the Fifth Amendment to the North River Road Urban Renewal Plan

7:00 p.m. City Council Meeting

- Housing and Community Development Strategic Plan Public Hearing
- Child Foster Care Standards Hearing
- Appeal of Hearings Officer Decision-Whispering Firs Subdivision
- Parks Reservation Fees ~ Claggett Creek Park
- Emergency Operations Committee Report

June 7, 1999

7:00 p.m. City Council Meeting

- City of Keizer 1999-2000 Budget Public Hearing
- Floating Structures Ordinance
- Traffic Safety Commission ~ Neighborhood Traffic Management Plan

ADJOURNMENT

The meeting was adjourned at 8:21 p.m.

Tracy L. Davis, CMC
City Recorder

APPROVED:

Bob Newton ~ Mayor

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Jacque Moir

Councilor #2 - Lore Christopher

Councilor #5 - Craig Campbell

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:

AS OF MAY 17, 1999

THERE ARE ONLY

228 DAYS

UNTIL

JANUARY 1, 2000

Y2K COUNCIL UPDATE

The Y2K problem is a technical problem that exists within any device and system controlled by microchips. It is a glitch that prevents many computers from correctly recognizing the year 2000 when it is abbreviated to "00". Most computers and software use a six-digit date format, where, for example, 07/01/99 stands for July 1, 1999. The problem arises when the year changes from 1999 to 2000. Since the date format does not include the century, many computers will recognize "00" as 1900. The problem is real; however, no one is exactly sure what the computers are going to do when the clock rolls over to January 1, 2000. Some computers and systems will make the change smoothly, while others may behave erratically or even stop working.

CITY OF KEIZER
Y2K SCHEDULE

October 1, 1998	Start Inventory
December 1, 1998	Complete Inventory Start letters to vendors
February 1, 1999	Deadline to identify major Financial costs to the City to include in the 1999-2000 budget process
March 1, 1999	Ensure responses from vendors are received. If not already in the process, start upgrading/ replacing equipment or software.
September 1, 1999	Completion Date.

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
ADMINISTRATION DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
TELEPHONE SYSTEM • Hardware • Voice Mail	X	X	AUGUST 1, 1999
COMPUTER SUMMARY • Administration • Finance • Municipal Court • Planning • Police • Public Works	5 6 0 3 30 3	0 1 6 0 6 3	AUGUST 1, 1999 AUGUST 1, 1999 AUGUST 1, 1999 AUGUST 1, 1999 AUGUST 1, 1999

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
FINANCE DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
UTILITY BILLING SYSTEM		X	SEPTEMBER 1, 1999
FINANCIAL SYSTEM		X	JULY 15, 1999
FINANCIAL INSTITUTIONS: • West Coast Bank • U.S. Bank • Bank of America • MARPO • OR State Treasury	X X X X X		
COPIER	X		
POSTAGE MACHINE	X		

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
PLANNING DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
G.I.S. – Geographic Information System	X		
G.I.S. PLOTTER (PRINTER)		X	SEPTEMBER 1, 1999 IN 1999-2000 BUDGET
SIERRA DATABASE, MARION COUNTY BUILDING PERMIT SYSTEM		X	AUGUST 1, 1999

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
POLICE DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
POLICE VEHICLES	X		
PHOTO IMAGE MACHINE		X	JULY 15, 1999
RAIN – Regional Data Center		X	AUGUST 1, 1999
911 - COMMUNICATIONS CENTER		X	JULY 1, 1999
LEDS – State Data Center	X		
MDT –	10	2	IN 1999-2000 BUDGET
RADIOS -			
• Hand Held	X		
• Automobile	X		

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
MUNICIPAL COURT DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
FILEMAGIC – Records Management System		X	SEPTEMBER 1, 1999
MUNI COURT DATABASE		X	JULY 1, 1999 Vendor working on upgrade

CITY OF KEIZER
Y2K UPDATE – MAY 17, 1999
PUBLIC WORKS DEPARTMENT

Y2K READY

ITEM	YES	NO	COMMENTS
TELEMETRY SYSTEM	X		
PUMP STATIONS - AUXILIARY MOTORS & GENERATORS	X		
ITRON - METER READING		X	JULY 1, 1999 NEW SYSTEM ORDERED
SEWER SYSTEM	X		CITY OF SALEM
SHOP GENERATOR	X		
P.W. VEHICLES	X		
P.W. COMPUTERS	X		
ELECTRICITY	X		PGE & SALEM ELECTRIC DISTRIBUTION CONFIRMED
TRAFFIC LIGHTS	X		
SPEED COUNTERS	X		
SCHOOL ZONE FLASHERS	X		

Clear Lake Neighborhood Association

May 17, 1999

To: Keizer City Council
From: Clear Lake Neighborhood Association
Subject: Comments in Response to the Appeal of Subdivision Case No. 99-03

Keizer's "finding" on Section 2.306 - Storm Drainage, is: "Prior to any development of the proposed subdivision, the applicant shall submit a storm drainage and erosion control plan for the project. No development will be allowed until the plan is reviewed and approved by the City." Testimony at the previous public hearing objected to this because no opportunity is provided for public comment or hearings officer review of any storm drainage and erosion control plan.

See page 4, Section C.2., POST-APPROVAL REVIEW STANDARDS WIELDED BY THE CITY AND OTHERS, of the hearings officer decision. This section distinguishes between "post-approval reviews that involve *subjective, discretionary* decision-making" versus "reviews that involve nothing beyond the application of *objective, non-discretionary* criteria, standards specifications, or requirements in a ministerial or administrative fashion."

Section D.1.(d) of the hearings officer decision addresses storm drainage. The Hearings Officer writes on page 12: **"However, any preliminary subdivision/plat approval rendered by the Hearings Officer will cease to exist as an effective approval if any post-approval review by the City or any other entity implicates any *subjective, discretionary* decision-making; in that event, the matter shall be reviewed by the Hearings Officer via another public hearing. Otherwise, the public would be deprived of any opportunity for comment."**

Pages 9 and 10 of the Hearings Officer decision quote the storm drainage requirement of the Keizer Development Code. CLNA is most concerned about adherence to guidance in the code regarding impacts to adjacent property. Such guidance is contained in the first paragraph of 2.306.03 and 2.306.04 A.3. CLNA asserts that this portion of the code requires the City to make subjective and discretionary decision-making.

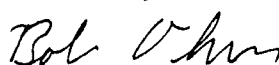
Examples of subjective, discretionary decision-making with regard to storm drainage:

- Multiple ways of achieving Keizer Development Code requirements.
- Bob Ohrn/Pamela Kingsbury property.
- Other(s)

Desired Outcome

- **Short-term. Hold an additional public hearing on storm drainage when a storm water drainage and erosion control plan is available for public review and hearings officer consideration. The Master Storm Drainage Plan for the City, or at least a map of the pertinent drainage basins should also be made available for public review.**
- **Long-term. Change the code to require that the Master Storm Drainage Plan for the City and plans for storm water drainage and erosion control be presented for comment, review, and approval at the initial public hearing**

Sincerely,



Bob Ohrn, Secretary/Treasurer/Land Use Chair
Clear Lake Neighborhood Association

May 17, 1999

To: Keizer City Council

I don't disagree that Keizer parks need better funding, but why put it on the backs of an unrepresented population of future purchasers and also our children and grandchildren's future ability to afford a home? I realize a systems development charge is a popular idea for communities that need additional funds but it's not a fair one.

Most of the people that will purchase a new home in the next year don't realize that they will at this point. A good percentage of them already live in Keizer and are currently paying Keizer taxes.

Who really pays this fee? It's not the developers and builders- it's the homeowners. When systems development charges are made they are added to the cost of the new homes. The prices of pre-owned homes raise right along with the prices of new construction, so even a buyer who is purchasing a pre-owned house is in effect paying more because of this charge. (Actually, I'll make money if it's raised because my rentals will increase in value.) The problem is- where does that put our children and grandchildren? It makes it harder for them to get started on the dream of owning their own home.

We just got hit with an \$1100 charge from the City of Salem sewer system that's raising the prices of Keizer homes right now. We had no input on this & no warning. New construction is already helping fund parks at a \$300 level. The proposed fee doubles the current charge. Is that fair?

What if we put a tax on next years pregnancies because they will put a greater burden on our parks than new construction, since a lot of new home purchasers don't have children. How many people know now that they will be pregnant next year? How can they be represented? Taxation without representation? The founding fathers of our country didn't feel that was fair.

Now I'm not suggesting we tax pregnancy, but, maybe a study to see who uses the parks would be in order. Good parks are a benefit to the whole community. Why put the burden on only a few when dividing up the cost among the whole community won't hurt anyone that much.

. My bottom line concern is affordability in housing for the citizens of Keizer.

Wendel Mann
5264 7th Ave NE
Keizer, OR 97303
390-4080 ph.
390-3352 fax

**Derek L. Brown and Associates, Inc.**

6969 SW Hampton Street / Suite 101 / Portland, Oregon 97223 • (503) 639-8625 / Fax (503) 639-9577
Oregon CCB #8699

May 17, 1999

Via Fax (503) 390-6557

E. Shannon Johnson
Attorney at Law
4855 River Rd N
Keizer OR 97303

Re: Withdrawal of Appeal

Dear Shannon:

Pursuant to our telephone conversations this morning and this afternoon, and upon receiving the City of Keizer's explanation and understanding from your department and Public Works concerning the questions that I brought up in my appeal of the Whispering Fir subdivision being built by the Reimann Group, I am hereby notifying both you and the City of Keizer that I am satisfied that the City will impose the conditions on the Whispering Fir subdivision and the previously-built Pinchurst subdivision that both will have to be hooked up to the proposed sewer main that will be built up Barnick Road, which will hereby eliminate the pump station. In addition, I am also satisfied with the procedure and focus that we shall all take to resolve any and all reimbursement payback issues with regard to sewer and storm water. At this time, I am hereby withdrawing my appeal against the Whispering Fir subdivision that was scheduled to be heard this evening, May 17, 1999. It will not be necessary to have a hearing this evening and it will not be necessary to file legal briefs, etc.

Very truly yours,

DEREK L. BROWN

5/17/99

Dear Mayor Newton and City Councilors,

Our purpose here tonight is to remind the City Council of the importance that the citizens of Keizer have placed on the need for new schools. This is a top priority to Keizer parents, and has been for quite some time. This was demonstrated by the fact that, for the first time in the history of this City, the citizens of Keizer approved a bond measure to fund the construction of a new middle and grade school. We understand that this issue has not yet come before the City Council for discussion, and we're not here to address the specific issues relating to the school's land use application. However, it is imperative that the construction of these new schools not be delayed.

There are some who will argue that schools are not the business of our City government, but are the sole responsibility of the School District. There are some who will argue that the priorities of the City and the priorities of the School District are not the same. This is not the way the parents of this community see it. We elected our City Council to represent our interests, just as we elected our School Board to do the same.

To quote Thomas Jefferson, it's government for the people, by the people. The people in this case are the citizens of Keizer. The people have decided that new schools are in the best interest of the people. It is the responsibility of our elected officials to implement the will of the people.

The people are the body. The people are the heart and soul of this town. Although the City government may be in charge of the land use process for the new schools, we need to remember that this only makes them the right arm of the people. The School District is the left arm of the people. Both need to work together if there is any chance of the new middle school being completed by the fall of 2000.

We've heard many of you on the City Council express your commitment to schools in the past. We applaud and appreciate that position. However, we need more than words. We would love nothing more than to see both the City and the School District come out as heroes in the eyes of the community.

We know that when the Mayor and City Council want a project to succeed, they can practically move mountains to make sure it's completed on time. We've seen it done in the past. Not so long ago, the City Council and City staff performed heroics to facilitate the approval and construction of the baseball stadium in time for spring ball to start. Regardless of your opinion of the stadium, we have yet to talk to anyone who doesn't feel that the schools are even more important. If the Mayor, City Council and City staff were to give the same level of effort, commitment and support to the construction of the schools as they did for the stadium, you'd earn the gratitude of virtually every Keizer citizen who has children in the local school system.

This may require the City to re-evaluate its position on certain issues and past positions. Just because something made perfect sense before schools were being constructed in an area does not necessarily mean that it still makes sense with schools in the area. Whether the City government gets what it wants out of this process is not the issue. What is important is whether the will of the people is implemented.

In closing, we want to thank you for the time and effort you are willing to give to our community.

Thank you.

Denny & Shawna Muchmore