

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, October 16, 2006

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

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

5. PUBLIC HEARINGS

6. ADMINISTRATIVE ACTION

7. CONSENT CALENDAR

- a. **RESOLUTION** – Authorizing the City Manager to Enter Agreement with IOS Capital for City Hall Copy Machine
- b. **RESOLUTION** – Approving Engineer's Report for McGee Court Street Lighting District
- c. **Approval of September 12, 2006 Work Session Minutes**
- d. **Approval of September 18, 2006 Regular Session Minutes**

8. **COMMITTTEE REPORTS**

- a. **PROCLAMATION** – Domestic Violence Awareness Month
- b. Volunteer of the Quarter Award – Second Quarter 2006 (Roy Shelton)
- c. Volunteer of the Quarter Award – Third Quarter 2006 (Vickie Hilgemann)

9. **OTHER BUSINESS**

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

- a. New Business or Old Business Issues

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

November 6, 2006

7:00 p.m. City Council Regular Session

- Mario Contreras Subdivision Appeal Public Hearing

November 13, 2006

5:45 p.m. City Council Work Session

November 20, 2006

7:00 p.m. City Council Regular Session

- Keizer Station Master Plan Amendment Public Hearing
- Keizer Development Code Text Amendments Public Hearing

12. **ADJOURNMENT**

CITY COUNCIL MEETING: October 16, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: DIANNE HUNT, HUMAN RESOURCES DIRECTOR

SUBJECT: CITY HALL COPY MACHINE

ISSUE:

The City Hall staff are currently using a copy machine that was leased in 2003 through Pacific Automation. The lease expires October 31, 2006. Presently, the City is paying \$520.00 per month on a lease/maintenance agreement.

Staff have researched several options for upgrading the machine and have concluded that leasing a new machine is needed, and would provide a financial savings of \$170.00 per month to the City. The comparison summary is attached.

RECOMMENDATION:

It is recommended that Council adopt a Resolution Authorizing the City Manager to Enter into an Agreement with IOS Capital – an IKON Office Solution Company, for a copy machine for City Hall.

City of Keizer City Hall Copy Machine Proposal

Current:

Sharp AR 651

Digital laser black & white copier with duplexing, automatic document feeder and 10/100 Base T Ethernet connectivity.

City of Keizer leased the copier in 2003

Lease Expiration – October 31, 2006

Monthly Lease = \$520 per month (\$0.0049 per Black & White copy*)

Network capable

*Based on average number of copies made per month - 10,580

Proposed:

Canon imageRUNNER C6870U

Digital laser copier/printer that delivers output speeds of 68 black & white copies per minute, and 16 color copies per mount. It comes standard with 2 x 1500 sheet paper drawers, 2 x 550 sheet paper cassettes, duplexing, automatic document feeder, color image reader, and 10/100 Base T Ethernet connectivity.

60-Month Rental Lease = \$350 Per Month

Maintenance & Supplies – Black & White Cost per Impression: \$0.0088

Maintenance & Supplies – Color Cost per Impression: \$0.0850

Includes fax and scan to email/file capabilities

Network capable

Savings = \$170/month

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2006- _____

3 AUTHORIZING THE CITY MANAGER TO ENTER LEASE AGREEMENT WITH IOS
4 CAPITAL (AN IKON OFFICE SOLUTION COMPANY) FOR A
5 CITY HALL COPY MACHINE
6

7 WHEREAS, the City of Keizer currently utilizes a copy machine leased in 2000
8 and the lease agreement of said machine expires October 31, 2006; and

9 WHEREAS, based upon research and discussions with various companies, it
10 is financially feasible and within the current budget to enter a lease agreement with
11 IOS Capital for a new copy machine; NOW, THEREFORE

12 BE IT RESOLVED by the City Council of the City of Keizer that the City
13 Manager is hereby authorized to execute a lease agreement, which by this reference
14 made a part hereof and attached as exhibit "A", with IOS Capital – an IKON Office
15 Solution Company for copy machine for the City Hall.
16

17 PASSED this ____ day of _____, 2006.

18 SIGNED this ____ day of _____, 2006.

19 _____
20 Mayor
21

22 _____
23 City Recorder
24
25

IOSCapital

an IKON Office Solutions, Inc. company
P.O. Box 9115, Macon, GA 31208-9115

STATE AND LOCAL GOVERNMENT

Master Agreement

Number: _____

CUSTOMER:

Full Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Contact: _____

This Master Agreement has been written in clear, easy to understand English. When we use the words "you", "your" or "customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", "our" or "IOS Capital" in this Master Agreement, we mean IOS Capital, Inc., a wholly owned subsidiary of IKON Office Solutions, Inc. ("IKON"). IKON is the equipment supplier and is one of the largest distributors of office solutions in the world. Our principal corporate office is located at 1738 Bass road, Macon, GA 31210.

- 1. Agreement.** We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference (the "Agreement"). Each Schedule shall be separately enforceable as a complete and independent agreement, independent of all other Schedules to this Master Agreement. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product". The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor". To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software".
- 2. Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. The termination of this Master Agreement will not affect any Schedules executed prior to the effective date of such termination. When you received the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate within three business days after any Product is installed.
- 3. Term Payments.** The first scheduled Payment (as specified in the applicable Schedule)("Payment") will be due on or before the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. You also agree that THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT except for the non-appropriation right in section 19 on the Master Agreement. All payments to us are "net" and are not subject to set off or reduction.
- 4. Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your won cost and expense, you will keep the Product eligible for any manufacturer's certification and in compliance with applicable laws and in good condition except for ordinary wear and tear. All alterations additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5. Deleted and reserved**

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any warranties made by the Vendor or Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Master Agreement or any Schedule shall have occurred and be continuing. The parties to this Master Agreement or any Schedule each acknowledge that IOS Capital is a wholly owned subsidiary of IKON. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, VENDOR OR EQUIPMENT SUPPLIER AND THAT YOU AVE SELECTED THE PRODUCT AND THE VENDOR BASED ON YOU OWN JUDGEMENT. However, notwithstanding anything to the contrary, if you enter into a maintenance agreement ("Maintenance Agreement") with IKON with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that (i) you may have against IKON as a vendor of the Product or in connection with the Maintenance Agreement or (ii) you may have against IKON under Article 2A of the UCC. EXCEPT FOR OUR WARRANTY OF QUIET ENJOYMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO US, YOU RENT THE PRODUCT(S) "AS-IS". The only warranties, express or implied, made to you are the warranties (if any) made by the Vendor to you in any documents executed by and between the Vendor and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.
7. **Loss or Damage.** You are responsible for any theft, destruction of or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in section 12 below, or (c) replace the Product with equipment of similar age and capability from IKON.
8. **Claims, Liability and Insurance.** (a) To the extent permitted by applicable law, the parties to this Master Agreement will defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Master Agreement except to the extent caused by the negligence or intentional acts or omissions of the other. (b) Because you have sole possession and control of the Product, you are fully responsible for any Claim, or other damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Product. If you are self-insured with respect to the Product(s), you shall maintain during the term of each schedule to this Agreement a self-insurance program reasonably satisfactory to us and shall provide to us evidence of such program. In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Master Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Master Agreement and/or any schedule as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Product.
10. **Software or Intangibles.** To the extent that the Product includes Software of other Intangibles, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within 30 days of its due date. (b) any representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Schedule and/or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, or (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or you file or have filed against you and bankruptcy or reorganization proceeding.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all past due Payments and all other amounts then due and payable under this Master Agreement or any Schedule and (ii) all unpaid Payments for the remainder of the term of each Schedule, such unpaid Payments and anticipated value to be discounted to proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including without limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) demand the immediate return and obtain possession of the Software and relicense the Software at a public or private sale; (h) cause the Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, to sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and all costs related to the sale or disposition of the Product including, without limit, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product, to the extent permitted by applicable law.
13. Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep any such obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with IKON, such agreement will remain in full force and effect with IKON and will not be effected by any such assignment. You agree to acknowledge any such assignment in writing if so requested and to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code, and the regulations promulgated thereunder.
14. Renewal/Return of Equipment. After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term of such Schedule and return the Product to us as specified in this Section 14. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us in as good condition as when you received it, except for ordinary wear and tear. IOSC will cause IKON to pick up the Product without any additional repack or transportation charge.
15. Miscellaneous. You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the rental of the Product and supercede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order, or other ordering documents, will not modify or affect this Master Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing serial numbers, Agreement/Schedule numbers and/or dates in this Master Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of the Master Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Master Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Agreement (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Agreement and each Schedule. If more than one customer has signed this Master Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS AGREEMENT AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE OF OREGON. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE OF OREGON TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received, a copy of the equipment supplier contract or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE EQUIPMENT OR IKON).
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitute the single true original item of chattel paper under the Uniform Commercial Code. If you sign and transmit a Schedule to us by facsimile or by "e-commerce" transmission, if applicable, the facsimile copy or "e-commerce" transmission as received by us shall be binding against you as if it were manually signed. However, no facsimile, "e-commerce" transmission or other version of a Schedule shall be binding against us until manually signed by us. You agree that the facsimile or "e-commerce" version of a Schedule manually signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver the facsimile or "e-commerce" version of any counterpart of the Schedule with your original signature upon our request.
18. Essentiality. During the term of this Agreement and any Schedules, the Product(s) will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product(s) is essential to performing such governmental or proprietary functions.
19. Non-Appropriation/Non-Substitution. (a) If all of the following shall occur (i) your governing body fails to appropriate sufficient monies in any fiscal year for rentals or other payments due under any Schedule to this Agreement for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Products(s) covered by any such Schedule, (ii) other funds are not available for such payments, and (iii) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation shall be deemed to have occurred., (b) If a Non-Appropriation occurs, then: (i) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least 60 days prior to the end of the then current fiscal year of if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (ii) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Products(s) covered by each Schedule to this Agreement, at your sole expense, in accordance with the terms hereof; and (iii) any Schedule to this Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year provided that (A) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (B) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Products(s) as required herein.
20. Funding Intent. You represent and warrant to us that you presently intend to continue this Agreement and any Schedules hereto for the entire term of such Schedules and to pay all rentals relating to such Schedules and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedules may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

21. Authority and Authorization. (a) You represent and warrant to us that: (i) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) you have the power and authority to enter into this Agreement and all Schedules to this Agreement; (iii) this Agreement and all Schedules to this Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement or any Schedules to this Agreement. (b) You agree to provide us with any other documents that we may reasonable request in connection with the foregoing and this Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of _____, 20_____

CUSTOMER: _____

IOS CAPITAL, INC.: _____

By: 
Authorized Signer

By:  
Authorized Signer

COUNCIL MEETING: October 16, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: MCGEE COURT SUBDIVISION STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

ISSUE:

On March 6, 2006, the City Council adopted Resolution R2006-1671 declaring the City's intent to initiate McGee Court Subdivision Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for McGee Court Subdivision Street Lighting Local Improvement District. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Street Lighting District Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for November 6, 2006 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

1 **CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

2
3 **Resolution R2006-_____**

4
5 **APPROVING THE CITY ENGINEER'S REPORT; DECLARING**
6 **THE CITY'S INTENT TO FORM MCGEE COURT SUBDIVISION STREET LIGHTING**
7 **LOCAL IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING**
8

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

10 Section 1. That the City Council hereby finds the City Engineer's Report, marked as
11 exhibit "A" and by this reference incorporated herein, containing preliminary plans and an
12 estimate of probable costs for McGee Court Subdivision Street Lighting Local Improvement
13 District which was filed with the City Recorder on September 29, 2006 to be satisfactory,
14 and the same are hereby approved and adopted.

15 Section 2. That the City Council hereby declares its intention to form McGee Court
16 Subdivision Street Lighting Local Improvement District and to make the lighting district
17 improvements to serve McGee Court Subdivision Street Lighting Improvement District.

18 Section 3. That the City Council hereby directs the City Recorder to give notice of its
19 intention to form McGee Court Subdivision Street Lighting Local Improvement District and
20 to make the improvements by sending notice to the property owners within the district
21 stating a public hearing will be held on November 6, 2006, said notice to also provide that
22 information required under City of Keizer Ordinance 94-278, an ordinance providing for
23 procedures for municipal lighting districts and special assessments.

24 PASSED this ____ day of _____, 2006.

25 SIGNED this ____ day of _____, 2006.

26 _____
27 Mayor
28

29 _____
30 City Recorder



City of Keizer

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

ENGINEER'S REPORT

FOR

McGEE COURT

STREET LIGHTING DISTRICT

For City Council Action October 2, 2006



Renewal date: December 31, 2006

PREPARED BY:
Peterson Eng. Consultants, Inc.
4300 Cherry Ave. N
Keizer, OR 97303
(503) 390-7402

Date: September 25, 2006

Project File: 1017

"Pride, Spirit and Volunteerism"



WIL 9/29/06

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for McGee Court

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2006-1671** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map: A Map of the proposed District is attached showing the areas benefitted by the street lights proposed to be installed.

Lighting Plan: The lighting improvements will consist of 6, 250 Watt, and 2, 150 Watt, high pressure sodium, flat lens luminaries attached to 35 foot, gray fiberglass poles. This design is selected to meet current standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

The Developer would supply and install the luminaries and poles. Portland General Electric Co. (PGE) would install the underground or overhead wiring and supply the electrical power to the District. The luminaries and poles would be owned and maintained by the City.

Estimated Costs:

Developer -	
2 Poles & 150 Watt luminaries @ \$7.35 per month each x 12 mos. =	\$176.40
Administrative Fee @ \$6.90/Lot:	20.70
Engineering @ \$14.00/Lot:	<u>42.00</u>
Total Assessment	\$239.10
(1)Per Lot Assessment (First Year, 3 Lots)	\$79.70
City -	
6 Poles & 250 Watt luminaries @ 10.84 per month each x 12 mos. =	\$780.48
Administrative Fee @ \$6.90/Lot:	0.00
Engineering @ \$14.00/Lot:	<u>0.00</u>
Total Assessment	\$780.48

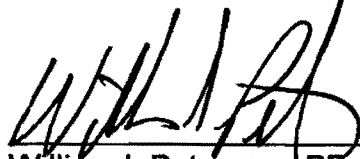
(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

For the developer, the first year assessment would include the one time costs for District formation and engineering. Subsequent years assessments would reduce to \$58.80 per lot.

Assessment Roll: The attached preliminary assessment roll identifies the benefitted properties and the first year assessments to be levied against each.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William I. Peterson', is written over a horizontal line.

William I. Peterson, PE

PRELIMINARY ASSESSMENT ROLL

**McGEE COURT
STREET LIGHTING DISTRICT**

***Assessors Maps 06 3W 26DB**

<u>Tax Lot #:</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
3500 & 3501	EPPING, LARRY & JEANETTE FAMILY FOUNDATION 2485 LANCASTER DR NE SALEM, OR 97305	\$79.70	2	\$159.40
3502	A LEE SJOTHUN INVESTMENTS LLC TIM C SMITH INVESTMENTS LLC STATE INVESTMENTS LLC 53.694 PO BOX 21209 KEIZER, OR 97307	\$79.70	1	\$79.70

TOTAL ASSESSMENT: \$239.10

LEGEND

LINE TYPES

TAX LOT BOUNDARY	OLD PROPERTY LINE
ROAD RIGHT-OF-WAY	VACATED RIGHT-OF-WAY
RAILROAD	RAILROAD RIGHT-OF-WAY
STREAM, LAKE, ETC. TAX LOT BOUNDARY	STREAM, LAKE, ETC. NON-BOUNDARY
SURVEY BOUNDARY	PARTITION PLAT Bdy.
TAX CODE BOUNDARY	RAILROAD

SYMBOL TYPES

N.C.	
CONTROL POINTS	
SURVEY INSTRUMENT	
S.D. CORNERS	
SECTION	1/4 SEC. 1/8 SEC. 1/16 SEC.

NUMBERS

TAX CODE NO.
000 00 00 0

ACRES - ALL ACRES INCLUDE
ANY PORTION THAT MAY LIE
WITHIN THE DESIGNATED PUBLIC
RIGHT OF WAY.

TECH MARKS - WHEN A TECH MARK IS
LOCATED ON THE EXTENSION OF
A LINE, THEN THE DIMENSION GIVEN
TO THE TECH MARK, ESPECIALLY WHEN
IT IS USED FROM DIMENSIONS TO INTO
PUBLIC RIGHT OF WAY.



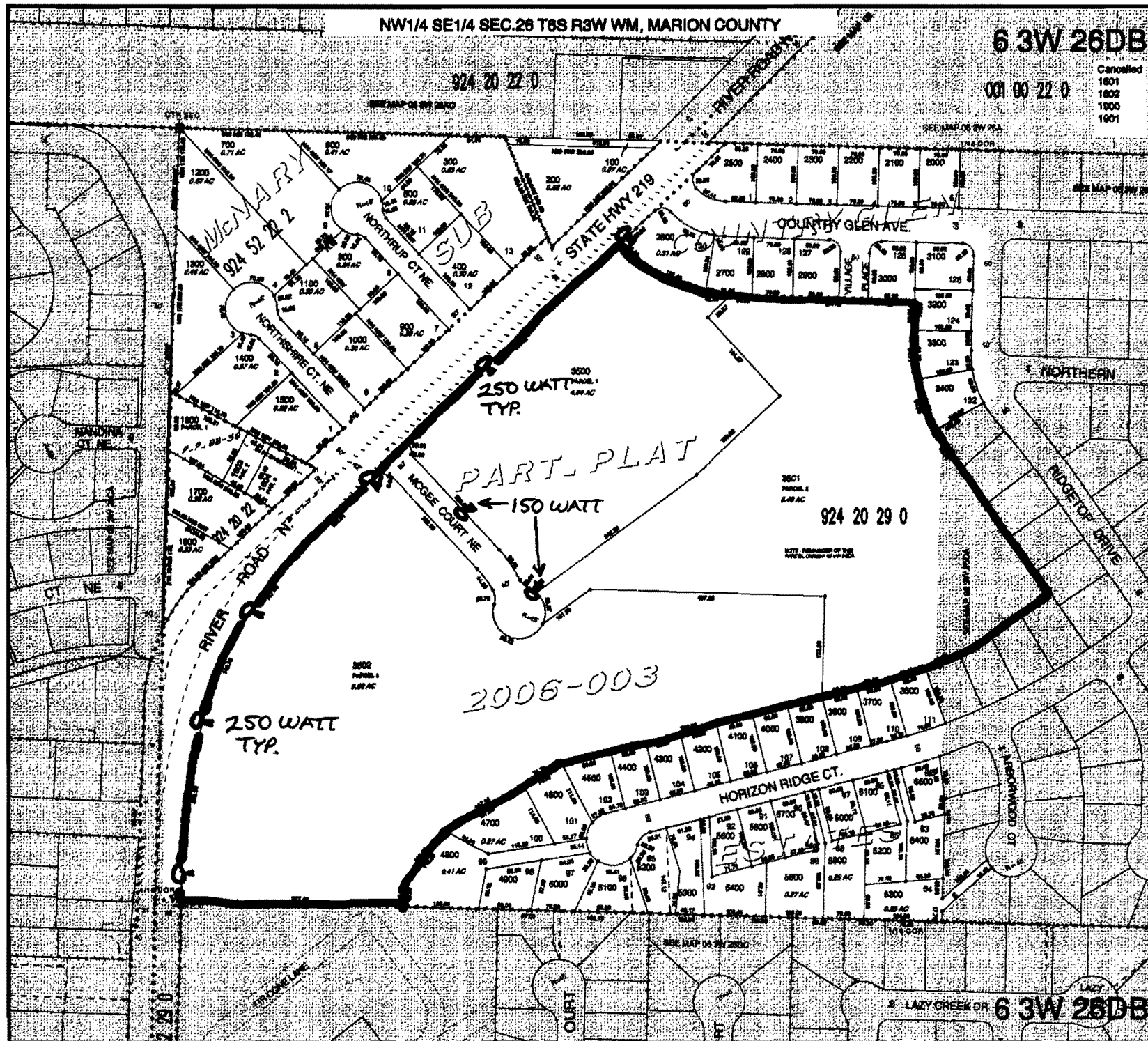
ARROWS ARE USED WITH DIMENSIONS
IN AREAS OF GREATER COMPLEXITY.

NOTICE: This map was
created for Assessor's
Office use ONLY.



SCALE 1" = 100'
or 1:1200

Plot file created: May 15, 2008
Assessor's Office



LEGEND

LINE TYPES

TAX LOT BOUNDARY	OLD PROPERTY LINE
ROAD RIGHT-OF-WAY	VACATED RIGHT-OF-WAY
RAILROAD	RAILROAD RIGHT-OF-WAY
STREAM, LAKE, ETC. TAX LOT BOUNDARY	STREAM, LAKE, ETC. NON-BOUNDARY
SUBDIVISION BOUNDARY	PARTITION PLAT BND.
TAX CODE BOUNDARY	BARRENTY

SYMBOL TYPES

B.L.C.	
CONTROL POINTS	
SURVEY MONUMENTS	
O.L.D. CORNERS	
SECTION	
1/4 SEC.	
1/2 SEC.	
3/4 SEC.	

NUMBERS

TAX CODE NO.
000 00 00 0

ACRES - ALL ACRES EXCEPT
ANY PORTION THAT MAY LIE
WITHIN THE INDICATED PUBLIC
RIGHT OF WAY

TECH. MARKS - WHEN A TECH. MARK IS
LOCATED ON THE EXTENSION OF
A LINE, THEN THE DIMENSION GOES
TO THE TECH. MARK. USUALLY THIS
IS USED WHEN DIMENSIONS GO INTO
PUBLIC RIGHT OF WAY.

1" = 100'

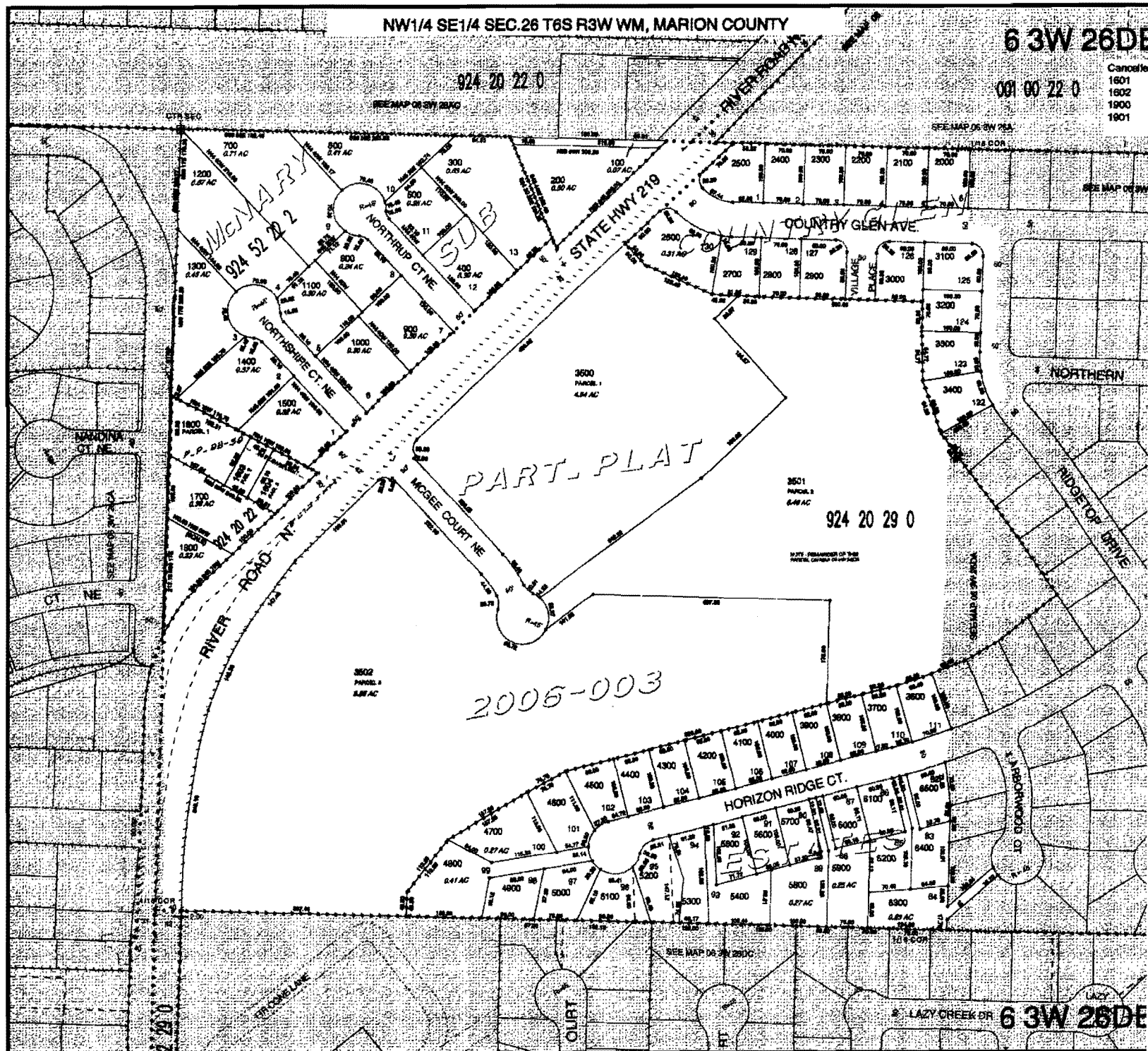
ARROWS ARE USED WITH DIMENSIONS
IN AREAS OF GREATER COMPLEXITY.

NOTICE: This map was
created for Assessor's
Office use ONLY.



SCALE 1" = 100'
OF 1:1,200

Plot file created: May 15, 2006
Assessor's Office use ONLY



*

- - Property Data Selection Menu - -

Prop ID : R338253 (Real Estate) (521681) Owner: A LEE SJOTHUN INVESTMENTS LL
 Map Tax Lot: 063W26DB03502 TIM C SMITH INVESTMENTS LLC
 Legal : P.P. 2006-003, PARCEL 3, ACRES 9.88 STATE INVESTMENTS LLC 53.694
 PO BOX 21209
 KEIZER, OR 97307

Situs : Year Built :
 Living Area:

Name(s) :

Code Area : 92420290

Sale Info : 01/19/06 \$1,987,839

Deed Type : WD

Instrument: 25960117

2005 Tax Status * No Taxes Due *

Current Levied Taxes :

Special Assessments :

2006-07 SB125 Taxes :

2006 Roll Values

RMV Land	\$	796,250	(+)
RMV Improvements	\$	0	(+)
RMV Total	\$	796,250	(=)
Total Exemptions	\$	0	
M5 Net Value	\$	796,250	
M50 Assd Value	\$	356,390	

(AD) Alt Disp

(G)en Appr

(Y) primary

(O)wnership

(SE)condary

(H)istory

(L)and/Impr

(.) More

Enter Option from Above or <RET> to Exit: __

*

- - Property Data Selection Menu - -

Prop ID : R46502 (Real Estate) (445390) Owner: EPPING, LARRY & JEANETTE
 Map Tax Lot: 063W26DB03500 FAMILY FOUNDATION
 Legal : P.P. 2006-003, PARCEL 1, ACRES 2485 LANCASTER DR NE
 4.54, D95-22 DEST/VAL WRONG 94-95 SALEM, OR 97305

Situs : Year Built :
 Living Area:

Name(s) :
 Code Area : 92420290

Sale Info :

Deed Type : PP

Instrument: 2006-003

2005 Tax Status * No Taxes Due *

Current Levied Taxes : 11,508.31

Special Assessments : 76.57

2006-07 SB125 Taxes :

2006 Roll Values

RMV Land \$ 365,830 (+)

RMV Improvements \$ 0 (+)

RMV Total \$ 365,830 (=)

Total Exemptions \$ 0

M5 Net Value \$ 365,830

M50 Assd Value \$ 163,730

(AD) Alt Disp
 (G)en Appr

(Y) primary
 (O)wnership

(SE) condary
 (H)istory

(L)and/Impr
 (.) More

Enter Option from Above or <RET> to Exit: __

*

- - Property Data Selection Menu - -

Prop ID : R338252 (Real Estate) (445390) Owner: EPPING, LARRY & JEANETTE
 Map Tax Lot: 063W26DB03501 FAMILY FOUNDATION
 Legal : P.P. 2006-003, PARCEL 2, ACRES 6.46 2485 LANCASTER DR NE
 SALEM, OR 97305

Situs : Year Built :
 Living Area:

Name(s) :
 Code Area : 92420290

Sale Info :

Deed Type : PP

Instrument: 2006-003

2005 Tax Status * No Taxes Due *

Current Levied Taxes :

Special Assessments :

2006-07 SB125 Taxes :

2006 Roll Values

RMV Land	\$	520,630	(+)
RMV Improvements	\$	0	(+)
RMV Total	\$	520,630	(=)
Total Exemptions	\$	0	
M5 Net Value	\$	520,630	
M50 Assd Value	\$	233,020	

(AD) Alt Disp
 (G)en Appr

(Y) primary
 (O)wnership

(SE) condary
 (H)istory

(L)and/Impr
 (.) More

Enter Option from Above or <RET> to Exit: __



Portland General Electric

Date: September 14, 2006

To: Rob Kissler
City of Keizer
P.O. Box 21000
Keizer, OR 97307-1000

From: Tracy Aguilar
Lighting Specialist
PGE Lighting Services

RE: Street Lighting Authorization
Name of Project: Hawks Point Apartment Complex
River Road and McGee Court
PGE Job No.: 457765

On the reverse side of this page is the street lighting cost itemization for this project. Enclosed is a sketch indicating the approved streetlight locations for six 250 watt and two 150 watt HPS flat lens cobrahead luminaires installed on eight 35 foot gray fiberglass poles.

The six streetlights on River Road will be billed to City of Keizer - Bill Code 23771 and the two streetlights on McGee Court will be billed to McGee Court Street Light District, K.U.D - Bill Code 23933.

Please return a signed original of this document as authorization for PGE to energize and begin billing for these streetlights and poles under Street Light Rate Schedule 91, Option B, at \$65.04 (Bill Code 23771) and \$14.70 (Bill Code 23933) per month.

Tracy Aguilar
Tracy Aguilar
PGE Lighting Specialist

Authorization Signature

Date of Authorization

Date Installation Completed

BC# 23771, 23933
WR# 457765

STREET LIGHT PROPOSAL

City of Keizer, Bill Code 23771 and McGee Court Street Light District, Bill Code 23933
Name of Project: Hawks Point Apartment Complex, River Road and McGee Court

The proposed street lighting equipment and charges for this project based on the current
Tariff Schedule 91 Option as listed below, are as follows:

STREET LIGHTS:

- 6 Option B, 250 watt HPS flat lens cobrahead luminaires (LC36)
@ \$10.58 each (installed by customer).....\$63.48

POLES:

- 6 Option B, 35 foot gray fiberglass poles (PC74)
@ \$0.26 each (installed by customer).....\$1.56

TOTAL MONTHLY CHARGES (Bill Code 23771).....\$65.04

STREET LIGHTS:

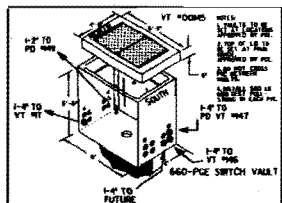
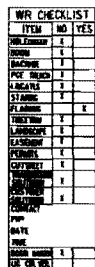
- 2 Option B, 150 watt HPS flat lens cobrahead luminaires (LC35)
@ \$7.09 each (installed by customer).....\$14.18

POLES:

- 2 Option B, 35 foot gray fiberglass poles (PC74)
@ \$0.26 each (installed by customer).....\$0.52

TOTAL MONTHLY CHARGES (Bill Code 23933).....\$14.70

These estimated quotes include the PPC (Public Purpose Charge) and the LIA (Low Income Assistance) adjustments. The PPC and LIA adjustments are mandated by Oregon Law to be collected by PGE. In addition, these funds are directed for the benefit of the public and are disbursed by public agencies. Actual LIA billing amounts will vary depending on the total number of kilowatt hours used for the lights that are billed. The current LIA rate is .0033 cents per kWh and may vary periodically as required by law. The PPC is calculated at 3% of the total billing before LIA or local taxes & fees. In addition to PPC and LIA, other jurisdictional taxes or fees may apply.

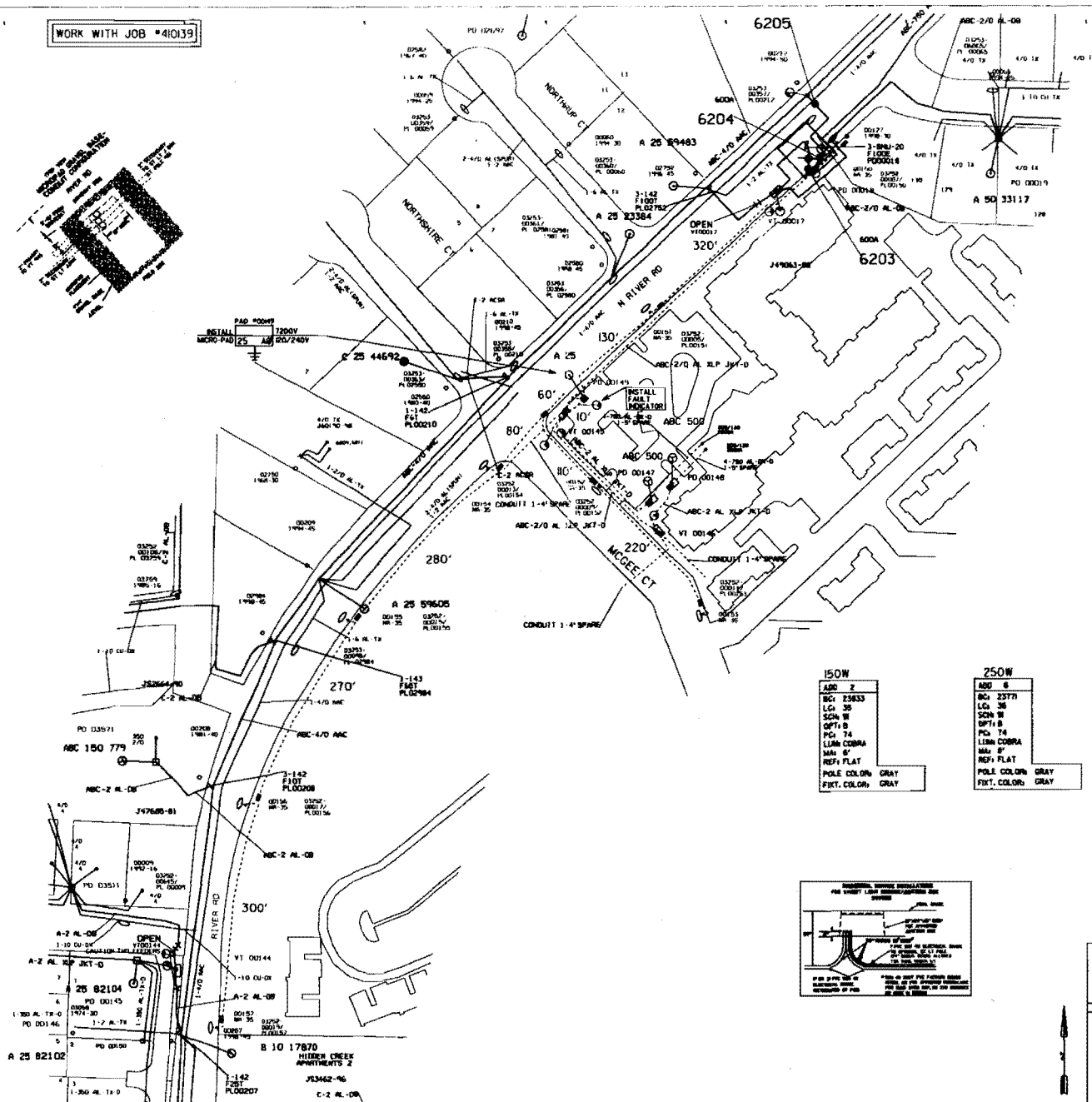
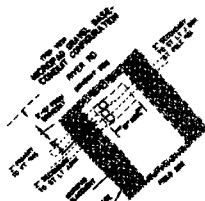


CALL BEFORE YOU DIG: OREGON LAW REQUIRES YOU TO REQUEST UTILITY LOCATION 2 BUSINESS DAYS PRIOR TO EXCAVATION. FOR LOCATES CALL THE OREGON UTILITY NOTIFICATION CENTER AT 800-345-6888 OR 1-800-378-7764.

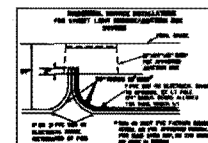
CONTACT OREGONIAN FIREARM FOR OUR COURSE 1 TO 2 BUSINESS DAYS PRIOR TO EXCAVATION. COURSE INSTRUCTIONS REQUIRES PRIOR TO EXCAVATION.

FOR OUR BEST OFFER, WE OFFER DISCOUNTS ON OUR COURSE.

WORK WITH JOB #410139

[illegible][illegible]

150W		250W	
ADD Z		ADD 6	
BC: Z3633		BC: Z3771	
LC: 38		LC: 38	
SCN: W		SCN: W	
OPT: 0		OPT: 0	
PC: 74		PC: 74	
LIAB: COBRA		LIAB: COBRA	
MA: 6'		MA: 8'	
REF: FLAT		REF: FLAT	
POLE COLOR: GRAY		POLE COLOR: GRAY	
FIXT. COLOR: GRAY		FIXT. COLOR: GRAY	



WORK WITH RON EGGIMAN
JOB #410139

AS-BUILT VERIFICATION & NEC VIOLATIONS CORRECTED

[illegible]



**CITY COUNCIL
KEIZER PARKS & RECREATION ADVISORY BOARD
PARKS TOUR/JOINT SESSION MINUTES
Tuesday, September 12, 2006
5:45 p.m. Keizer City Hall
Conference Room A**

1. CALL TO ORDER

Following a barbeque at Chalmers-Jones Park the meeting convened.

2. ROLL CALL

Parks Advisory Board

Michel Gaynor
Clint Holland
Richard Ford
Bill Riesland
David Philbrick
Vickie Hilgemann

Absent

Garry Whalen
Jim Taylor

City Council

Lore Christopher, Mayor
Chuck Lee, Councilor
Jacque Moir, Councilor
Richard Walsh, Councilor
David McKane, Councilor
Troy Nichols, Councilor

Staff Present

Rob Kissler, Public Works Director
Bill Lawyer, Parks
Debbie Lockhart, Deputy City Recorder

3. SITE VISIT PARKS ~ The following parks were visited:

- **Bair Park** (2 Acres): Attendees viewed the new glass lined water storage tank. Only three relatively small trees were removed to make room for the tank.
- **Northridge Park** (4.5 - 4.9 Acres): Staff is investigating easement/access issues on this park which lies in the floodplain of Claggett Creek and is a virtual sea of reed canary grass.
- **Palma Ceia** (2-3 Acres): Osprey, Blue Heron and Turkey Vultures have been spotted at this park. Boundaries were pointed out and notation made of neighborhood encroachment.
- **Burnside Pump Station**: It was noted that the Park Department could purchase this property for a park and the fencing and security adjustments could be made.
- **River's Edge** (9.5 Acres): Boundaries, stormwater runoff facilities and location of archeological dig areas for the Wallace House were pointed out.

4. ADJOURNMENT: Members returned to City Hall and dispersed at 8:00 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

~ Absent ~

Councilor #6 – James Taylor

Minutes approved:



MINUTES
KEIZER CITY COUNCIL
Monday, September 18, 2006
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

**CALL TO
ORDER**

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

Present:

Lore Christopher, Mayor
Richard Walsh, Council President
Chuck Lee, Councilor
David McKane, Councilor
Jacque Moir, Councilor
Troy Nichols, Councilor

Staff:

Shannon Johnson, City Attorney
Chris Eppley, City Manager
Marc Adams, Chief of Police
Rob Kissler, Public Works
Tracy Davis, City Recorder

Absent:

Jim Taylor, Councilor

FLAG SALUTE
PUBLIC
TESTIMONY

Chuck Lee led the pledge of allegiance.

Barbara Clement, Keizer, inquired on the progress of the manufactured home residence ordinance which she had suggested at a previous Council meeting. City Manager, Chris Eppley, responded that development of the ordinance is on hold pending the outcome of litigation of the Wilsonville ordinance.

Kathy Voves, Dallas, requested that parking be allowed on the east side of Delta Court. She submitted for review a signed document indicating residents in favor of this appeal. Public Works Director, Rob Kissler, explained that there has always been no parking on the east side of the street but the signs had been removed and the city was simply replacing them. Following lengthy discussion regarding parking, code, fire district requirements and the variance process, Council asked staff to research why restrictions were implemented and solicit feedback from Fire and Police.

Delyn Morales, Keizer, reported that she has received tickets for parking in front of their driveway on Delta Court prior to the posting of the signs.

David Voves, Dallas, added that the parking situation is aggravated when non-residents visit and he requested information on recourse for a

homeowner that does not have the typical allocation of two parking slots.

Christine Dieker, Chamber Executive Director, pointed out that the City has a reason to celebrate: it is 25 years old; and Iris Fest is 20 years old. She commended Teresa Walsh, and Lyndon Zaitz for development of the theme "Let Your Imagination Fly" adding that Schreiner's has developed a special Iris for the 2007 festival called "Keizer Oregon USA". She introduced Kathy Haney, art teacher at Barbara Roberts and creator of the 2005 poster and unveiled the poster for 2007. She added that the 2007 festival will be May 19 and 20.

PUBLIC HEARINGS

None

ADMINISTRATIVE ACTION

None

CONSENT CALENDAR

A. RESOLUTION ~ Appointing Special City Attorney B. Approval of September 5, 2006 Regular Session Minutes

Councilor Lee pulled item B from the Consent Calendar.

Councilor Walsh moved for approval of Item A of the Consent Calendar.
Councilor Nichols seconded. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Moir, Lee and McKane (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Taylor (1)

Councilor Walsh moved to approve Item B. Councilor Nichols
seconded. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Moir and McKane (5)
NAYS: None (0)
ABSTENTIONS: Lee (1)
ABSENT: Taylor (1)

COMMITTEE REPORTS

Mike Gotterba, Salem Public Works, gave an update on the construction at Willow Lake. He indicated that the pile driving would begin September 19 for about 6 weeks from 7 a.m. through 3:30 p.m. weekdays. He explained that this work will increase capacity from 105 million gallons per day to 155 million gallons per day and, combined with the River Road Park project, the overall capacity of the system will increase to 205 million gallons per day.

Councilor Moir reported that:

- Wallace House Task Force is wrapping up recommendations to Council and Parks Board but holding off submission of them until Dr. Brauner visits in October.

- Parks tour with the Parks Board was successful thanks to Rob Kissler, Terry Witham and Bill Lawyer.
- EVAK (Emergency Volunteers Assisting Keizer) Training will be September 26 and 27 from 5 to 7. She encouraged Councilors to attend.
- Salem Wastewater Task Force is meeting on September 21.
- Chambers Greeters will be hosted by the City on September 27 at 8 a.m.
- Gubser Neighborhood Association is meeting September 21 at 7 p.m. for a candidate forum.

Councilor Walsh

- Reported that RIVERR Task Force reviewed the master plan text page by page. It will be submitted at the October 2 Council meeting. Trust for Public Lands (30-40 people) toured the park on September 11.
- Commended the Fire Department for their 9-11 memorial service
- Complimented the volcanoes parade
- Commended Public Works on the water tank and Bair Park
- Reported that Planning Commission approved and forwarded the Keizer Rapids Park master plan on to Council with the suggestion that maintenance costs be planned for.

Councilor Nichols reminded everyone that Keizer Urban Renewal Board will meet on September 27 at 5:30.

Councilor Lee reported that the Salem-Keizer Business Community met regarding the meth combined SWAT team. He challenged Keizer businesses to join in this effort.

Mayor Christopher reported that the Volunteer Coordinating Committee will be recommending David Lapof and Donna Bradley for the Budget Committee; and Marty Matiskainen and Craig Prins for the Planning Commission.

OTHER BUSINESS

- a. **New Business**
- b. **Old Business**

Councilor McKane presented the final recommendations from the Keizer Neighborhood Associations Task Force with the following goals:

1. Enhance the ability of citizens to communicate with City officials.
2. Enhance the ability of City officials to communicate with citizens.
3. Provide a venue for local problem solving.
4. Provide opportunities within our community for individuals to develop leadership skills.

He detailed several issues which the task force felt of merit: funding for communication purposes, city representation at neighborhood meetings, city meetings held away from city hall, city hall open house, and use of Channel 23 as a communication tool for neighborhood associations. He concluded with a suggestion that a work session be

held to review the report and issues in detail. October 9th was scheduled for this.

Councilor Walsh reported that

- The Library grant has been approved for submission to the State Library Board.
- The Chamber of Commerce is working on a detailed analysis of Urban Growth Boundary issues and has invited representatives from all over the community to assist. He encouraged councilors to attend the meetings.

Mayor Christopher reported that she had attended a news conference in Portland because the ruling came down on Qwest and the Cities were upheld on all counts. The Courts said that the cities have local control over their right of ways.

Chris Eppley reported that the RFP for architects for the civic center submittal deadline has passed. Seven submittals have been distributed to the task force and the top three will be invited for an interview on October 11. Recommendation will be made to Council October 16. He also thanked Cathy Meeks and Dianne Hunt for coordination of the Civic Center Task Force.

Chief Adams reported that:

- Geo-Mobile will be handling the electronic citation project and has expressed an interest in developing a partnership with the City to develop the system. Cost will be \$10,000 up front with a \$7,500 annual maintenance fee. This is considerably less than expected because of the developmental partnership aspect.
- Captain Teague has received an invitation to attend the FBI National Academy starting in January. This is the ultimate command college for officers.
- Keizer Police Department will be presenting a class in Spanish on Oregon driving laws on October 21.

Public Works Director, Rob Kissler, reported that the Parks Board would have a special meeting on October 3 to interview three consultants for updating the Parks Master Plan. They should have a recommendation for Council at the October 16 meeting.

WRITTEN COMMUNICATIONS

Mayor Christopher reviewed the following communications:

- A Marion County brochure on how to protect against Pandemic Flu, things to do if there is an emergency and radio stations to tune to for information.
- Marion-Polk Food Share soliciting volunteers for the John Knox Presbyterian Church Food Pantry for emergency food assistance. Interested parties were encouraged to call 581-3855.
- Keizer Quarterly which highlights Civic Center Task Force and

Keizer Rapids Park. She noted that these are mailed to every Keizer citizen and encouraged everyone to read them.

- The Oregon Metropolitan Planning Consortium Conference will be held October 6 and 7. Mayor Christopher and Cathy Clark will be attending.

Councilor McKane thanked the Keizer Fire District for the 9-11 memorial service.

AGENDA INPUT

October 2, 2006

7:00 p.m. City Council Regular Session

- Keizer Rapids Park Master Plan Public Meeting

October 9, 2006

5:45 p.m. City Council Work Session

- Neighborhood Association Task Force Recommendations

October 16, 2006

7:00 p.m. City Council Regular Session

- Delta Court No Parking Issue
- Parks Master Plan RFP Consultant

ADJOURNMENT

Mayor Christopher adjourned the meeting at 7:57 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

~ Absent ~

Councilor #6 – James Taylor

Minutes approved:

***CITY OF KEIZER PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2006***

Whereas, domestic violence is pervasive in our society and our communities; and

Whereas, survivors of domestic violence are subject to systematic terrorism at the hands of their partners resulting in untold physical and social costs; and

Whereas, more than 1,600 reports of domestic violence are received into the Marion County District Attorney's office in the last year; and

Whereas, Mid-Valley Women's Crisis Service receives approximately 10,000 calls each year; and

Whereas, more than 250 survivors walk into Mid-Valley Women's Crisis Service for help each year; and

Whereas, between 250 and 500 women and children live in Mid-Valley Women's Crisis Service's shelter each year; and

Whereas, two out of every three residents of the shelter are children;

NOW, THEREFORE, I, LORE CHRISTOPHER, Mayor of the City of Keizer in the State of Oregon, do hereby proclaim the month of October, 2006 as

Domestic Violence Awareness Month

And resolve that as a community we will continue to work to provide a safe haven for survivors of domestic violence and their children by offering hope, empowerment and assistance in restoring their lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to affixed this ____ day of October, 2006.

**MAYOR LORE CHRISTOPHER
CITY OF KEIZER**

CITY COUNCIL MEETING: October 16, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Roy Shelton as the recipient of the Volunteer of the Quarter for second quarter 2006. Mr. Shelton was instrumental in the organization and leading of the Keizer Community Band.

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

CITY COUNCIL MEETING: October 16, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: VOLUNTEER OF THE QUARTER AWARD

ISSUE:

The Volunteer Coordinating Committee has selected Vickie Hilgemann as the recipient of the Volunteer of the Quarter for third quarter 2006. Ms. Hilgemann was nominated by Jacque Moir for her work and dedication to the Keizer Parks Advisory Board, Keizer Points of Interest, and her diligent research on the location of the Wallace House.

Ms. Hilgemann has been invited to the meeting to accept her volunteer award. Our thanks and congratulations to Ms. Hilgemann for her contributions to our community.

July 16, 2006

Volunteer Coordinating Committee:

I would like to nominate Vicki Hilgemann for Volunteer of the Quarter. Vicki served on the Points of Interest Committee, is currently a Parks Board Member and has been since 2003. Vicki has been very instrumental in the activities of the parks board. She has not only help organize and supervise a Skate Park Event, is involved in the planning for the future direction of the parks, taken accountability for Parks within the City and probably the most time consuming of all, helped to have the location of the Wallace House at River's Edge Park acknowledged.

Vicki has done countless hours of research, talked with noted College Professors regarding Oregon history and gathered more documentation to support this find than anyone on the Parks Board. Vicki has single handily brought this find forward to the Points of Interest Committee and the City Council which has led to the historical recognition status for that Park so the process can move forward. She is currently on a subcommittee of the Parks Board to continue to explore the possibilities for the River's Edge Park Development to showcase the Wallace House and also the possibility of the renaming this Park.

Vicki's tireless efforts which are benefiting Keizer and its citizens with the wonderful find deserve to be acknowledged. Therefore it is my honor to put forth Vicki's name for consideration for Volunteer of the Quarter.

Jacque Moir
City Councilor