

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

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, September 21, 2009

7:00 p.m.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC TESTIMONY**

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

5. PUBLIC HEARINGS

- a. **RESOLUTION** – Forming New Day Subdivision Street Lighting District
ORDINANCE – Spreading Assessments to New Day Subdivision Street Lighting District

6. ADMINISTRATIVE ACTION

- a. **Management of Keizer Rotary Amphitheatre**
- b. **RESOLUTION** – Authorizing the City Manager To Enter Engagement Letter with Beery, Elsner and Hammond as Special Legal Counsel for Telecommunications/Utility Regulatory Update
RESOLUTION – Authorization for Appropriation Transfer (Legal Fees for Telecommunications Regulatory Update)

7. CONSENT CALENDAR

- a. **RESOLUTION** – Authorizing the City Manager to Enter Agreement through Auto Leasing Specialist , LLC for Police Patrol Vehicles
- b. **Approval of August 17, 2009 Regular Session Minutes**

c. Approval of September 8, 2009 Regular Session Minutes

8. COMMITTEE REPORTS

- a. Yamhill-Marion-Polk Workshops Presentation**
- b. Ben Miller Park Restoration Overview**

9. OTHER BUSINESS

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

- a. New Business or Old Business Issues**

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

October 5, 2009
7:00 p.m. City Council Meeting

October 12, 2009
5:45 p.m. – City Council Work Session

October 19, 2009
7:00 p.m. City Council Meeting

12. ADJOURNMENT



TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO
NEW DAY SUBDIVISION STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT**

ISSUE:

On June 2, 2009 the developer of New Day subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2009-1954 on June 15, 2009 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On July 20, 2009 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, was distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of New Day Subdivision Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

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

2 **Resolution R2009-_____**

3 **FORMING NEW DAY SUBDIVISION STREET LIGHTING**

4 **LOCAL IMPROVEMENT DISTRICT**

5
6 WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of New
7 Day Subdivision Street Lighting Local Improvement District; and

8 WHEREAS, the City Council has adopted a Resolution approving the City Engineer's
9 Report for New Day Subdivision Street Lighting Local Improvement District; and

10 WHEREAS, notice of public hearing to consider formation of street lighting district was
11 mailed as required by Ordinance 94-278; and

12 WHEREAS, the City Council conducted a public hearing to receive objections and
13 remonstrances to the formation of the street lighting district; NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that New Day Subdivision
15 Street Lighting Local Improvement District is hereby formed, and that the street lights
16 shall be installed within a reasonable time and in the manner set forth in the City
17 Engineer's Report for New Day Subdivision Street Lighting Local Improvement District.

18 PASSED this _____ day of _____, 2009.

19 SIGNED this _____ day of _____, 2009.

20 _____
21 Mayor

22 _____
23 City Recorder
24
25

BILL NO. _____

ORDINANCE NO. 2009- _____

A BILL FOR

**AN ORDINANCE SPREADING ASSESSMENTS TO
NEW DAY SUBDIVISION STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT**

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

- a. The City Council did heretofore declare its intention to install street lights to serve an area known as New Day Subdivision Street Lighting Local Improvement District which is described as follows:

New Day Subdivision - identified on the
assessors map 073W03BA -lots 1-6in the City
of Keizer, County of Marion, State of Oregon;

which includes the installation of two (2) 100-watt high pressure sodium flat lens luminaries attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for New Day Subdivision Street Lighting Local Improvement District.

- b. The total initial estimated cost of New Day Subdivision Street Lighting Local Improvement District is \$265.08.

- c. The per space/lot assessment formula was used for this district.

- d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

- e. Notice was duly mailed to the benefited property owners on September 9, 2009.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for New Day Subdivision Street Lighting Local
13 Improvement District for each parcel and property benefited thereby for the
14 first annual assessment is the amount set opposite the description of each
15 piece or parcel of land as described in New Day Subdivision Street Lighting
16 District Assessment Roll as set forth in Exhibit "A" attached, and that each
17 piece or parcel of land benefited by the improvements, to the full extent of
18 the amount so set opposite such piece or parcel and that the respective
19 amounts represent the proportionate benefits of said improvements to said
20 respective parcels of property, and the Council does hereby declare that
21 each of the parcels of property described in New Day Subdivision Street
22 Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed
23 the first annual assessment amount set opposite each respective
24 description.

i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "New Day Subdivision Street Lighting Local Improvement District":

2 – Poles and 100 Watt Luminaries	\$132.48
Engineering Costs	\$ 84.00
Administrative Fee	<u>\$ 48.60</u>
Total Estimated Assessments	\$265.08

ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

c. Mode of Collecting Assessments. Assessments for New Day Subdivision Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

Mayor

City Recorder

PRELIMINARY ASSESSMENT ROLL

NEW DAY SUBDIVISION
STREET LIGHTING DISTRICT

*Assessors Maps 07 3W 03BA

<u>Lot #:</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
1 - 6	Foundation Properties, Inc. PMB 351 3307 Evergreen Way #707 Washougal, WA 98671	\$44.18	6	\$265.08

TOTAL ASSESSMENT: \$265.08

CITY COUNCIL MEETING: September 21, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *MANAGEMENT OF KEIZER ROTARY AMPHITHEATRE*

At the last meeting, Council asked the City Manager to come back with a recommended process to determine management services for Keizer Rotary Amphitheatre.

After review with the City Manager and Public Works Director, staff recommends an ad hoc task force of three Councilors to meet with staff and make a recommendation to the full Council. The issue is narrow: Whether to continue in-house management, or to issue a Request for Proposal (RFP) for management services. Staff recommends the Councilor task force method because it is important to get this moving quickly and a task force of Councilors could meet soon and likely come up with a decision acceptable to the full Council so that we can move forward with management and planning for next season.

The Mayor has suggested that the task force also review the direction for management services of the Community Rooms to determine whether it would be appropriate to combine or still keep separate the management/marketing of the Keizer Rotary Amphitheatre and Community Rooms.

RECOMMENDATION:

Staff recommends that the Council form a Council ad hoc task force as appropriate. We would recommend that the Mayor appoint the task force members at this meeting.

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

ESJ/tmh

CITY COUNCIL MEETING: September 21, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: - RESOLUTION AUTHORIZING ENGAGING BEERY, ELSNER
AND HAMMOND AS SPECIAL LEGAL COUNSEL FOR
TELECOM/UTILITY REGULATORY UPDATE
- RESOLUTION AUTHORIZING APPROPRIATION TRANSFER**

Over the past few years, telephone franchise fees have declined. For example, in fiscal year 2007, the telephone franchise fees were \$157,849, but in the fiscal year 2009, the fees were only \$114,424. There are many reasons for this reduction, not the least of which has been increased use of cellular phones, as well as “reseller” use, essentially other vendors using the lines for less fees.

The City Manager and I have discussed changing the regulatory framework from the current franchise model to a “Master Telecom Ordinance” method. More jurisdictions are moving to this type of regulatory scheme. In addition to the Master Telecom Ordinance which typically charges for actual right-of-way use, Council could also review and consider a registration fee on all telecom providers. This fee would help level the playing field and charge cellular/wireless providers a fee based on annual revenues. This type of regulatory framework is in place in Eugene and other Oregon cities.

Telecom law is complex and keen interest from telecom providers can be expected in any regulatory update. Because of the various federal and state regulations, I would advise engaging outside legal counsel to assist in this endeavor. I have contacted Pam Beery of the Beery, Elsner and Hammond firm in this regard. Pam and her firm have significant in-depth experience in this field. Pam was the lead counsel for a large group of cities in the Qwest litigation a few years ago.

Pam has submitted a proposed engagement letter which is attached to the enclosed Resolution. She estimates that legal fees for her firm would be \$10,000 to analyze current regulations, meet with staff and industry representatives, develop a memorandum with review of the current regulations and the City’s option to various regulations, and drafting

amendments and new ordinances. (See Scope of Work attached to Pam's letter. You will see a reference in the Scope of Work to Clearwire, a wireless internet service provider. We are working with Clearwire to establish a temporary franchise while we move forward with a more permanent regulatory framework.)

Funds for these services could be found in the General Fund Contingency budget line item. It is important to note that Council is not bound to make any specific decisions at the end of this process. However, even if Council ultimately determines to make no monetary increases in fees, an update of the regulations is still advised. I would anticipate that we would determine that early in the process. I would then expect that legal fees would be less, if the focus was only on a Master Telecom Ordinance that did not change the playing field at all.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the engagement letter with Beery, Elsner and Hammond and proceed with meetings and work sessions with that firm to develop a new regulatory framework. In addition, staff recommends that the Council adopt the attached Resolution authorizing appropriation transfer.

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

ESJ/tmh
attachments

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZING CITY MANAGER TO ENTER INTO ENGAGEMENT
LETTER WITH BEERY, ELSNER AND HAMMOND AS SPECIAL
LEGAL COUNSEL FOR TELECOMMUNICATIONS/UTILITY
REGULATORY UPDATE

WHEREAS, the City Council is interested in investigating the update of the current
telecommunications franchise model to a “Master Telecommunications Ordinance” method for
the City of Keizer;

WHEREAS, telecommunications law is complex and hiring outside legal counsel with
in-depth experience in this field is in the best interests of the City;

WHEREAS, Pam Beery of Beery, Elsner and Hammond has the experience in the field
of telecommunications law and has submitted a proposed engagement letter;

WHEREAS, the City Council wishes to engage the services of Pam Beery and her firm,
Beery, Elsner and Hammond, to assist with the telecommunications/utility regulatory update;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is
authorized to enter into the attached engagement letter from Beery, Elsner and Hammond.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

Mayor

City Recorder



Beery Elsner
& Hammond LLP



August 20, 2009

SENT VIA ELECTRONIC AND FIRST CLASS MAIL

Shannon Johnson, City Attorney
City of Keizer
PO Box 21000
Keizer, OR 97307
johnsons@keizer.org

Re: Proposed Legal Services

Dear Shannon:

This letter confirms our telephone conversation yesterday concerning proposed legal services that Beery, Elsner & Hammond, LLP would provide to the City of Keizer ("City") as special legal counsel. Specifically, you requested that I present a proposed scope of work to provide the City with legal consultation relative to a utility and telecommunications facility regulatory update as described in the attached draft Scope of Work, and any other matters that you or your authorized representative may assign to us.

Our rates for this work will be:

- \$225 per hour for partners and "of counsel" (Pam Beery, Paul Elsner, David Doughman, Jack Hammond and Tom Sponsler);
- \$200 per hour for associates (Chris Crean, Nancy Werner, and Heather Martin);
- \$125 per hour for paralegals (Sean Gallagher and Justin Hiatt);
- \$95 per hour for our legal assistants (Laura Pride and Cherrie Fray).

As stated in the attached draft Scope of Work, the work is broken down into phases. Depending on the options selected, the cost for this work could vary. We estimate that analysis of the current regulations, developing the memorandum identifying risks and options, preparing the new regulations and assisting with implementation will cost no more than \$10,000. This estimate includes assistance with any meetings with industry representatives. If the Council selects a new tax option, that cost could increase. We submit statements each month showing all services performed, who performed them, and what the cost of the services was. We bill for out-of-pocket costs without markup.

(00050368; 1)

copy to file
8-21-09

August 20, 2009

Page 2

Any questions concerning this work should be directed to me or to Nancy Werner. We will act at your direction in completing our work for the City, should we be retained.

We very much appreciate this opportunity to be of service to the City of Keizer.

Sincerely,



Pamela J. Beery

PJB/sb

Enclosure: Draft Scope of Work

Cc: Nancy L. Werner, Esq.

August 20, 2009
City of Keizer
Telecommunications Regulatory Update – Legal Services
Scope of Work

Beery, Elsner & Hammond, LLP will provide the following legal services pursuant to the draft Engagement Letter submitted to Shannon Johnson, City Attorney:

1. Analyze the City's current regulations and any existing franchise agreements for compliance with state and federal law, for internal inconsistency and omissions, and for best available practices concerning the regulation of utility facilities and telecommunications facilities operating in city rights of way. The purpose of the review is to identify recommended changes to assure that the current regulations comply with state and federal law and incorporate the most up to date and state of the art approaches to the regulation of such facilities while achieving the City's policy and regulatory objectives.
2. Develop a memorandum analyzing the regulations and the City's options with respect to both regulation of facilities and obtaining revenue in a competitively neutral fashion. The identified options will include the regulation of placement of wireless facilities in city rights of way. The memorandum will also evaluate the risks of each of the identified options.
3. Develop draft amendments to the City's current regulations that address the issues identified in the legal review and the City's selected policy options, to the extent directed by the City. The draft amendments will take existing franchise agreements into consideration.
4. Meet with City staff to go over the proposed regulations and make any desired presentations to staff and City elected and appointed officials.
5. Consult with City staff in review of the proposed regulations, including assisting as needed with identified revisions.
6. Other related activities as assigned by authorized City staff.

Additional options:

- a. Assist in negotiation of a franchise for Clearwire, either on a temporary basis pending new regulations to be developed, or on a longer term basis that would remain in place even if new regulations are implemented, depending on the City's policy choice.
- b. Prepare amendments to the Development Code and/or Municipal Code addressing how and whether public utility structures (such as utility poles, light poles, traffic control signals) are subject to the development standards of the Development/Municipal Code.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZATION FOR APPROPRIATION TRANSFER
(LEGAL FEES FOR TELECOMMUNICATIONS REGULATORY UPDATE)

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
Keizer, that the following appropriations be made for fiscal year ending June 30,
2010:

General Fund	<u>Increase</u>	<u>Decrease</u>
General Services	\$10,000	
Contingency		\$10,000

Funds are needed to pay legal consultation services relative to a utility and
telecommunications facility regulatory update.

PASSED this _____ day of _____, 2009

SIGNED this _____ day of _____, 2009

Mayor

City Recorder

CITY COUNCIL MEETING: September 21, 2009

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *KEIZER POLICE DEPARTMENT VEHICLE LEASE*

As part of a scheduled rotation to keep police patrol vehicles current, the City of Keizer will be leasing two new police vehicles. Two patrol vehicles are currently being returned after a three-year lease. Funds for a new lease were approved in the current budget.

RECOMMENDATION:

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

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2009-_____

AUTHORIZING THE CITY MANAGER TO ENTER
AGREEMENT THROUGH AUTO LEASING
SPECIALISTS, LLC FOR POLICE PATROL VEHICLES

WHEREAS, the City of Keizer has begun utilizing a leasing program for police patrol vehicles including the equipment for the last few years;

WHEREAS, the sole vendor for this type of leasing service is Auto Additions of Salem, Oregon, with the financing provided by Auto Leasing Specialists, LLC;

WHEREAS, funding for this lease agreement has been included in the approved 2009-2010 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to execute the Municipal Vehicle Rental Agreement and all associated documents attached hereto.

PASSED this _____ day of _____, 2009.

SIGNED this _____ day of _____, 2009.

Mayor

City Recorder

MUNICIPAL VEHICLE RENTAL AGREEMENT

LESSOR: Auto Leasing Specialists, LLC 4785 Portland Rd NE Salem, Oregon 97305 (877) 227-0876 (503) 485-0990	Send all documents to: Auto Leasing Specialists, LLC 17526 O Street Oswego, NE 68138 (402) 315-3792	Agreement No.: 1540
LESSEE: City of Keizer 930 Clemons Road NE Keizer, OR 97307 Phone: 503-390-3713 Fax: 503-390-8295	VENDOR: Auto Additions 4775 Portland Rd NE Salem, OR 97305 Phone: 503-393-3910 Fax: 503-393-7265	
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments -- Equipment is new unless noted)		
Two (2) 2009 Dodge Chargers as more thoroughly described in Exhibit "A" to the Agreement.		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.		
Address	City	State Zip
EQUIPMENT COST -- TERM -- PAYMENTS		
TAXES	All Taxes are the sole responsibility of the Renter.	
RENTAL TERM	Three (3) Annual Payments (10/9/2009, 10/9/2010 and 10/9/2011)	
PAYMENTS	\$25,441.00 on 10/9/2009, \$25,441.00 on 10/9/2010 and \$25,441.00 on 10/9/2011	
PURCHASE OPTION AMOUNT	Renter may purchase the equipment for its fair market value after timely making all Rental Payments	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF;
TERMS AND CONDITIONS

1. **Rental.** Annual mileage is limited to 25,000 miles per vehicle and will be charged \$15 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereof by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
2. **Renewal Term, Rent and Term.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year commencing with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may hereafter designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due and payable at the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, this Agreement will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement as the case may be. **NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be net of all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of setoff, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
3. **Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
4. **Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative nor agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
5. **Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. **OWNER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE, FOR THE PARTICULAR PURPOSES AND USES OF RENTER, OR OTHERWISE.** Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. **NO WARRANTY OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
6. **Return of Equipment:** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the terms in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.
7. **Turn-In-Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid

[illegible]

- performance and Renter's failure to do so shall be the same as failure to pay any other payment hereunder. Renter shall pay interest on such unpaid sums as provided herein.
26. **Entire Agreement, Non-Waiver, and Severability.** No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Agreement. No waiver by Owner of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Owner nor shall it be a waiver of any of Owner's rights. Any provisions of this Agreement, which for any reason may be held unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. This Agreement may be executed in counterparts all of which shall constitute one and the same instrument. The counterpart bearing Owner's signature shall be the sole charted paper original of this agreement.
27. **Notices.** Written notices to be given hereunder shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.
28. **Choice of Law.** This agreement shall be binding and effective only when accepted by an officer of Owner at its home office in Salem, Oregon, shall be deemed to have been made in Salem, Oregon and, except for local filing requirements, shall be governed by the constraints in accordance with the laws of the State of Owner.
29. **UCC Filings.** Owner and Renter agree that a carbon, photographic or other reproduction of this Agreement may be filed as a security agreement and financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code, where permitted by the laws and Constitution of the State. Renter agrees that Owner may sign and file any financing statement on Renter's behalf and Renter shall execute or obtain and deliver to Owner, upon Owner's request, such instruments, financing statements and assurances, including without limitation waivers of interest of owners or mortgages of real estate upon which Equipment is located, as Owner deems necessary or advisable for the confirmation, protection or perfection of this Agreement and Owner's rights hereunder. Owner will pay all costs incident thereto. Owner may file or record a financing statement with respect to this Agreement or the Equipment so as to give notice to any interested parties. Any such execution, delivery, filing or recording shall not be deemed factors in determining whether or not this Agreement is intended to create a security interest under the Uniform Commercial Code.
30. **Warranty of Governmental Purpose.** Renter hereby warrants and represents that the Equipment will be used for governmental purposes only, and not for business (profit or non-profit), personal, and family or household purposes. RENTER ACKNOWLEDGES THAT OWNER HAS RELIED UPON THIS REPRESENTATION IN ENTERING INTO THIS AGREEMENT.
31. **Non-Appropriation.** The Rental Term consists of the Original Term, which is equal to the remaining fiscal year of Renter, and Renewal Terms, each equal to the then current fiscal year of the Renter except the last of such renewal periods, which shall end on the anniversary of the Commencement Date. In the event sufficient funds shall not be appropriated for the payments required to be paid in the next occurring Renewal Term, and if Renter has no funds legally available for such payments from other sources, then Renter may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Renter shall not be obligated to make payment of the payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Renter agrees to deliver notice to Owner of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such notice of non-appropriation to Owner shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term, if the Renter has so non-appropriated. If this agreement is terminated under this Section due to non-appropriation, Renter agrees, at Renter's cost and expense, personally to deliver the Equipment to Owner at the location specified by Owner. To the extent lawful, if Renter shall terminate this Agreement as provided in this Section, Renter shall not, for a period of ninety (90) days after the end or the then current Original Term or Renewal Term, acquire any interest in or, expend any funds for the purchase, lease, rent or use of equipment similar to the Equipment subject to this Agreement.
32. **Finance Rental.** The parties intend that the Owner shall have all benefits of a lessor under a finance lease under the uniform commercial code. Owner did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Renter acknowledges: (a) Renter received a copy of the contract by which Owner acquired the leased property before signing this Agreement, (b) Renter approved said contract as a condition of the effectiveness of this Agreement, (c) prior to signing this Agreement, Renter received a statement designating the rental promises, warranties and limitations or modifications or remedies, or (d) prior to signing this Agreement, Renter was told that the uniform commercial code - leases, governs this transaction and that Renter may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Renter waives any and all rights and remedies Renter may have under the UCC 2A-508 through 2A-522, including any right to: (i) cancel this Agreement, (b) reject tender of Equipment; (c) revoke acceptance of the Equipment, (d) recover damages for any breaches of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.
33. **Early Purchase Option.** Renter shall have the option to purchase all (but not less than all) of the Equipment at any time at an option purchase price equal to (i) the unpaid Rent for the remainder of the entire Term (assuming no early termination), plus (ii) the estimated fair market value of the Equipment at the end of the entire term (assuming no early termination), with (i) and (ii) discounted to the date of payments using a discount rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of initial acceptance of the Equipment by the Renter. In addition, Renter will owe all unpaid Rent through the date of payment of the purchase option price and any other amounts due hereunder, plus interest thereon at the rate of 10% per annum. These amounts shall be payable on demand. Any transfer of title to Renter upon exercise of this option shall be without any express or implied warranties from owner or its assigns. As a condition precedent to exercising this purchase option, Renter shall deliver to Owner and its assigns, a termination of any maintenance finding or discharging obligations related to this Agreement.

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: Huggins Insurance Service, P.O. Box 270 Salem, OR, 97308 503-585-2211
(insert name, address, and telephone number)

to issue to you:

- a. All risk physical damage insurance on the Equipment reflected by an Evidence of Insurance (Acord Form 27 or equivalent) and Long Form Loss Payable Clause naming Owner designated above and/or its Assigns as an additional insured and loss payee; and
- b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or equivalent) naming Owner and/or its assigns as an additional insured and loss payee; or

2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance. Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date: _____

By: _____

Chris Jappley - City Manager

ACCEPTED BY: OWNER: Auto Lessee Specialist LLC

By: _____

Name: Est Anderson
Title: President

Renter acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Renter. Depending on the jurisdiction, this may be the highest elected official.
Renter: City of Kelso, OR

Signature: _____

Name: Chris Jappley

Title: City Manager

Date: _____

Attested By: _____

Name and Title of Attester: _____

SEAL

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1540
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

The parties to the Agreement identified above have agreed to the following additions, deletions and/or modifications. To the extent that the provisions of this Amendment conflict with, modify, or supplement the terms of the Agreement, the provisions contained in this Amendment shall prevail and control. The other terms and provisions of the Agreement shall continue to be effective. This Amendment shall be a part of the Agreement and is hereby incorporated therein.

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment for Two (2) 2009 Dodge Chargers with VIN's

Each item described below has been ordered in a quantity of two (2):

ITEM	DESCRIPTION
	2009 Dodge Charger
2009 Dodge Charger ...	2009 Dodge Charger w/27A package, 3.5L High Output V6 24V Engine, 160 Amp Alt., 160 MPH P170, Speedometer, 18 x 7.5 Steel Wheels, 19 Gallon fuel tank, 4 Wheel Disk HD Brakes (auto-lock), All Speed Traction Control, Brake Assist, Bright Dash Caps, Columns Mount Automatic Shift Lever, Continental Brand Tires, Electronic Stability Program, Engine Hour Meter, Engine Oil Cooler, Front Dome Lamp, GVW Rating 5500W, HD Cloth Bucket & Rear Bench Seats, High Speed Engine Controller, Load Leveling & Height Control, Lower Body-side Accent Cladding, Mini Floor Console, P225/60R 18 BSW Performance Tires, Performance Steering, Performance Suspension, Police Group, Severe Duty Engine Cooling, Special Service Group, Tilt Steering, Underhood Lamp.
PXR	Brilliant Black Crystal Pearl Coat
CW6	Deactivate rear doors and windows.
CEJ	Black Vinyl Floor Covering
QXG	Entire Fleet Alias Key Frequency 4
LNF	Black Left Spot Light
K77	Body-side Body Color Narrow Molding
MISC.	Performance
02-0207C	Dodge Charger 2007+ Fuse Panel Pass Side Mount includes circuit breaker, power tamer, heavy duty relay.
AA-DCIM-E	EV Modules economy interface module for 08+ Charger/Magnum
VTX609C	INTERSECTION VERTEX SUPER-LED LIGHT WHITE
EL3SNB	GRILLE LIGHTS
EL3SNR	Sound Off's Up Ultra LED BLUE
AA-Soundoff-Mini-Brid	Sound Off's Up Ultra LED RED
	AA-Soundoff-Mini-Brid Bracket, 90 Degree Bend, For Sound-Off, EL3SN series Mini LED Lightheads.
SA315P	SIREN SPEAKER
SAK18	Wholen Ultra Slim Siren Speaker. 123dB, Nylon Composite Construction. SAK18 Mounting Bracket for Dodge Charger & Magnum 2005 to 2007

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1540
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

ITEM	DESCRIPTION
AA-Charger-08	CONSOLE 08 Dodge Charger Contour Console (New Style) Console holds 10" of face plates. Relocates heater controls into the console. 7" inches of bottom depth.
AA-Charger-08-Room...	Cupholder for 2008 Dodge Charger with knockouts. Needs J6038 to be compliant.
J6038	Jojo Desk Face Plate Cup Holder for Flat Style Console. Face Plate is Flat.
J2273	Single 12V Power Supply Lighter adapter with rubber plug.
J2213	Mile clip for smooth glide console
J6039	Storage Compartment with Lock and Cushion LId Arm Rest 10.0"H x 4.3"W x 8.5"L of Storage Space Mounts to Extruded Floorplate
MH1X	Magnetic mile clip.
ECVDMLTALOO	Interior Dome Light with Dual Illumination; Red & White LED for Universal Fit.
8060	Pelican 8060 LED flashlight. Includes 120v charger and mounting base. Can be 12 hard wired.
VS-00CHARGER	Vizioner overbed storage solution system for Dodge Charger
	COMPUTER
J3232	Exchange F1 Plate (CF18/CF19) for CableDock Desktop
J3540	NHM for 2007 Charger or Magnum which includes Post, Arm & Cable Docking Platform.
	SIREN AMP AND CONTROLS
CCSRN2	Whelen Cannon Cold Siren Controller with Amplifier/Relay Module, 30' Cable and Microphone with 3' Coil Cord.
WPKM1	Whelen WPKM1 Park Kill module.
	VIDEO
MISC.	DVM750 video system
004-0008	Digital Ally, Camera, Rear external with infrared lens.
	LIGHTBAR

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1540
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Kelso ("LESSEE")**

ITEM	DESCRIPTION
SW8RRBB-P	1-SW8RRBB, "Liberty" series lightbar, 49", red/blue 4-SLDRE, additional LED modules, pair, red/blue 1-SLDAA, additional LED modules, pair, amber 1-SWTDLED, flashing/steady beam LED taildown lights 1-SKALP1, flashing/steady beam alley lights (intensity 4 LED) 1-MKEZ69, Lightbar Straps
BM-NC	ANTENNAS
MHB1520	NMO roof mount ant. com. 29 Ultra Low Loss
MLFV1700	Marine Antenna 152-162 MHz
MLFVDB800/1900	NMO Base Digital Antenna 1.7 to 2.5 MHz Dual Band roof mount ant. 800 meg. & 1.9 gig.
#10-C	PARTITION
AA-DomeLight-Exit 61161	Seals Horizontal Sliding Coated Polycarbonate Canoe - Section with Vinyl Coated Expanded Metal Window Cover.(NONE AIR BAG-ORDER HARD PLASTIC) A bracket to attach prisoner area dome lights to. Grote Rear Dome Light (White Only)
AA-WB-Charger-08	WINDOW BARS
	Window bars for 2008 Dodge Charger
CS2401	PRISONER SEAT
	Audio rear prisoner seat for 2006+ Dodge Charger
VIX609B	REAR TAILLIGHTS
	VERTX SUPTR-4-RED LIGHT BULB
GRA-AR15	TRUNK MOUNT WEAPONS MOUNT
	AR-15 specific trunk mount for CV. Includes KC-IAR11 gunlock.
HEPPC1700MIT	Odyssey Extreme Dry Cell 1700cca 12 volt 150RC with metal jacket SAB brass post. Steel Jacketed, full case.
Graphics	Graphics

"EXHIBIT A"

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1540
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
City of Keizer ("LESSEE")**

ITEM	DESCRIPTION
Shop Supplies	Non-Inventory Items needed to complete installation.
Freight	Customer Shipping Charges
Labor	All Labor Charges
Labor	All Labor Charges (skip car)
Customer Gear:	SUPPLIED BY AGENCY:
	radio
	radio
	scanner
	Panasonic ToughBook
	ToughBook docking station
	Panasonic ToughBook power supply
	extra printer with 12v power cable
	radio

LESSOR: Auto Leasing Specialists, LLCBy: _____
Ed Anderson, President

Date: _____

LESSEE: City of Keizer, OR
(for): **Keizer Police Department**By: _____
Authorized Signature

Date: _____

Printed Name: Chris EppleyTitle: City Manager

AUTO LEASING SPECIALISTS, LLC
(402)-315-3792
Municipal Vehicle Rental Agreement

Number: 1540

Lessee: City of Keizer

Vendor: Auto Additions

Equipment: Two (2) 2009 Dodge Chargers as more thoroughly described in Exhibit "A" to the agreement.

Accepted by: _____

Printed Name: _____ Chris Eppley _____

Title: _____ City Manager _____

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment
1	10/9/2009	\$25,441.00
2	10/9/2010	\$25,441.00
3	10/9/2011	\$25,441.00

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Vehicle Rental Agreement No. 1540, dated September 3, 2009, ("Agreement") between Auto Leasing Specialists, LLC ("Owner"), and the undersigned ("Renter"), Renter hereby certifies and represents to, and agrees with, Owner as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Renter represents, covenants and warrants, that if requested by Owner, Renter will deliver and Opinion of Counsel, to the effect that: (i) Renter is fully political subdivision or agency of the State of OR, where the Equipment is located; (ii) the execution, delivery and performance by the Renter of the Agreement have been duly authorized by all necessary action on the part of the Renter; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Renter enforceable in accordance with its terms.
5. Renter agrees that: (i) it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements, where necessary, and by due notification presented the Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations, or other funds, available to pay all amounts due hereunder for the current fiscal period.

General Equipment Description: Two (2) 2009 Dodge Chargers with VIN's _____

Renter: City of Keizer, OR
(for) Keizer Police Department

Signature: _____
(Actual User of Equipment at Equipment location)

Title: _____

Attested by: _____
Chris Eppley

Title: _____
City Manager

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1540
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
CITY OF KEIZER, OR ("LESSEE")
DATED: September 3, 2009

I, Tracy L. Davis, City Recorder
(Name) (Title: Secretary or Clerk)

for the City of Keizer, hereby certify that:

(Signature of Signer of Lease)

Chris Eppley
(Print Name of Signer of Lease)

City Manager
(Title of Signer of Lease)

of the City of Keizer, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Rental Agreement No. 1540, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Keizer, OR

By: _____ Date: _____
Authorized Signature

Printed: Tracy L. Davis Title: City Recorder

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
					☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OF ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
Attach Addendum [if applicable]

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial.

Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required \$10.00 fee to Secretary of State Corporation Division/UCC Section 255 Capitol St. NE, Ste. 151 Salem, Oregon 97310. **Rejected filings are subject to the non-refundable processing fee.**

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1 Ad) or Additional Party (Form UCC1AP).

- A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.
- B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
- 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
- 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
- 1c. An address is always required for the Debtor named in 1 a or 1b.
- 1d,2d Reserved for Financing Statements to be filed in North or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) – social security number or employer identification number must be placed in this box.
- 1e,f,g. Additional information reorganization Debtor' is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1 Ad) or other Additional Party (Form UCC1AP) and follow instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1 Ad) another attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13,14 and/or 15) on Addendum (Form UCC1Ad).
7. Search request option on this form is not available in Oregon.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1 Ad) and check appropriate box in item 18.



Keizer Police Department

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

PURCHASE ORDER

Date: _____

Purchase Order No. _____

AGENCY ISSUING PURCHASE ORDER:

Keizer Police Department
930 Chemawa Rd NE
Keizer OR 97303
503-390-3713

TO: Auto Additions
4775 Portland Rd NE
Salem OR 97305
503-393-3910
503-393-7265

SHIP

TO: Keizer Police Department
930 Chemawa Rd NE
Keizer OR 97303
Attn: Lt Alan McCowan

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
2	2	Lease No. 1540 Equipment Description: Two 2009Dodge Chargers Serial Nos: _____ _____ Vehicle description more thoroughly described in Exhibit A to the Agreement.	Lessee shall make <u>three</u> payments consisting of \$25,441 each, with <u>one</u> advance payment due upon acceptance of equipment, and the balance in <u>two annual</u> payments in the amount of \$25,441 annually.

APPROVING SIGNATURE

Chris Eppley
City Manager

Quality Police Services for a Better Community

Auto Leasing Specialists, LLC
17526 O Street
Omaha, NE 68135
Phone: (402) 315-3792 Fax: (800) 918-5689

TO: Accounts Payable
City of Keizer
930 Chemawa Road NE
Keizer, OR 97307

INVOICE FOR PAYMENT

Date of Invoice: September 3, 2009

Lease Number: 1540

Purchase Order Number:

Equipment Description: Two (2) 2009 Dodge Chargers as more thoroughly described in Exhibit A to this Agreement.

Amount Due: \$25,791.00 (\$25,441.00 First Payment + \$350.00 Documentation Fee)

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

Auto Leasing Specialists LLC
17526 O Street
Omaha, NE 68135

Should you have any questions regarding this invoice, please call us at (402) 315-3792.

MUNICIPAL CERTIFICATE

Municipal Lease and Options Agreement, Agreement Number 1540
Auto Leasing Specialists, LLC ("OWNER")
City of Keizer, OR ("LESSEE")
Dated: September 3, 2009

I, the undersigned, the duly appointed, qualifying and acting Clerk or Secretary of the
aforementioned Lessee, do hereby certify:

1. Lessee did at a regular or special meeting of the governing body of the Lessee held on _____, **2009** by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Lease Agreement (the "Agreement") on its behalf by the following named representative of the Lessee:

(OFFICIAL WHO WILL SIGN THE AGREEMENT)

Chris Eppley
(Printed Name)

City Manager
(Official Title)

(Signature)

2. A true, correct and complete copy of the minutes of the governing body is attached hereto.
3. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.
5. All insurance required by the Agreement is currently maintained by the Lessee.
6. Lessee has in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year above written.

(Clerk's or Secretary's signature)

Tracy L. Davis-City Recorder
(Printed name and title)

Date



Auto Leasing Specialists, LLC

Cell: 719-439-8907
Office: 503-485-0990
Fax: 800-918-3761

Ed Anderson, President
4785 Portland Road NE
Salem, OR 97305

Email: ed@govleasing.com
Email: ed@autoadditions.com
Email: Shannon@govleasing.com

Ship all documents to: Auto Leasing Specialists, LLC, 17526 O Street, Omaha, NE 68135

Date: September 3, 2009

Lease Number: 1540

Dear Mr. Eppley:

NOTICE OF ASSIGNMENT

Re: Rental Lease Agreement dated September 3, 2009 between Auto Leasing Specialists, LLC and the City of Keizer, OR.

Please be advised that Auto Leasing Specialists, LLC, has assigned all of his rights, title and interest in, to and under the above-referenced agreement, the equipment purchased thereunder, and the right to receive payments to .

All payments due under the Agreement, beginning with the **second** payment, should be made to the Assignee at the following address:

**Lee Elzey Family Charitable Trust
P.O. Box 1277
Livingston, TX 77351**

Please acknowledge the Assignment and your agreement to make payments due under the Agreement to the Assignee by the signature of a duly authorized officer in the space provided on the bottom of this letter and return it to the address shown above.

Sincerely,

Ed Anderson

ACKNOWLEDGED

By: _____

Title: Chris Eppley – City Manager

Date: _____



MINUTES
KEIZER CITY COUNCIL
Monday, August 17, 2009
Keizer City Hall Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:16 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Jim Taylor, Council President
Richard Walsh, Councilor
David McKane, Councilor
Brandon Smith, Councilor
Cathy Clark, Councilor
Mark Caillier, Councilor

Staff:

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

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jeanne Bond-Esser, Keizer, reported that

- The Parks Advisory Board had discussed the fireworks policy following a request from a local resident to put on a display. Following the discussion and input from the Fire District, however, the Board agreed to take no action. Rob Kissler provided clarification that currently fireworks are prohibited and that the City would not encourage fireworks unless they were done by a professional with appropriate licensing and bonding in place. He noted that the ordinance prohibits fireworks except for commercial displays approved by Council. Lengthy discussion followed.
- A Parks Board "Recognition Board" was found during the move to the new facility. When criteria for recognition and name placement on the board have been determined, the Parks Board members along with Bill Lawyer will try to reconstruct the last 10 years and bring it up to date.
- The Parks Foundation raised more money for the dog park at RiverFair and recognized outstanding contributions through the "Sparkle Award" given to Diane Johnson, Integrity First Financial and the Keizer Times. Mayor Christopher urged the placement of additional parking and relocation of gates at the dog park to promote even usage and wear. Additional discussion took place regarding the covered shelters and volunteer opportunities.

PUBLIC HEARING
a. RESOLUTION –
Certification of
Street Lighting
Districts

City Manager Chris Eppley explained that every year the City fronts the cost for supplying electricity to lighting districts and at the end of the year calculates those costs and provides certification to the County who collects the costs via the tax rolls. This resolution certifies the costs to those lighting districts. Assistant Controller Tim Wood explained that this assessment is approximately 3% greater than last year: 2% for new street lighting districts (5 new ones) and 1% due to allowance for uncollectible accounts.

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

Councilor Taylor moved to adopt Resolution – Certification of Lighting District Assessments. Councilor Smith seconded. Motion passed unanimously as follows:

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

ADMINISTRATIVE
ACTION

None

CONSENT
CALENDAR

- A. RESOLUTION – Certification of Delinquent Sewer Accounts**
- B. RESOLUTION – Authorizing the City Manager to Enter Agreement through Auto Leasing Specialties, LLC for Police Motorcycles**
- C. Change of Ownership – 7-11 Liquor License (4380 River Road N)**

Councilor Taylor moved to accept the Consent Calendar. Councilor Walsh seconded. Motion passed unanimously as follows:

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

COMMITTEE
REPORTS

Councilor Clark thanked Officer Olafson for allowing her to accompany him on National Night Out noting that they visited a variety of neighborhoods. She reported that

- Transit leaders had toured the Del Web Facility housing the maintenance facilities and found it very informative.
- City/Fire luncheon proved to be a good opportunity to communicate on key issues and to build a good relationship.
- Cummings Elementary School now has a safe route to school thanks to Erick Peterson and his Scout Troop and efforts of the School District.
- Commissioners Breakfast participants discussed fallout from legislation passed this session and dealing with some of the Bills.
- Transit Community leaders will discuss revenues at their next meeting.
- Emergency Volunteers Assisting Keizer (EVAK) Recognition event will

be a dinner recognizing hundreds of volunteers.

- K-23 Advisory Committee will be meeting on Monday, August 24.

Councilor McKane reported that the August Traffic Safety Commission meeting had been cancelled.

Councilor Caillier reminded Council of the upcoming Water Wastewater Task Force meeting; EVAK anniversary celebration; Claggett Creek Watershed meeting and the Planning Commission meeting.

Councilor Taylor reported that the last free concert of the season was coming up and would be sponsored by Walsh & Associates.

Councilor Walsh reported that

- He had participated in the sesquicentennial river float with Troop 121 of Keizer.
- The Bridge Oversight Committee met and focused on the budget. Necessary funds have been provided by ODOT so the Environmental Impact Study will be able to finish. He encouraged everyone to give thought to finding a way to fund the project which will be hundreds of millions of dollars.
- National Night Out was a success. He thanked all who participated.

Councilor Smith reported that the winners of the stormwater poster contest were announced at RiverFair and they were interviewed by the newspaper. The director of the Boys & Girls Club attended the function as well. He reminded everyone of the upcoming Keizer Urban Renewal Board meeting.

Mayor Christopher extended an invitation to the upcoming Town Hall meeting on August 27 at the Fire Station with Representative Thatcher and Senator George.

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

Public Works Director Rob Kisser reported that the SKATS Technical Advisory Group has come up with potentially additional funding for the American Reinvestment Act and Keizer may get a portion of that. A possible project would be resurfacing of Verda Lane from Chemawa to Dearborn and continuation of the paving on Dearborn to the Verda intersection. Nate Brown interjected that the extra funding became available because Turner could not meet all the federal requirements so that funding sent back and will be split between Marion County and the City of Keizer. Mr. Kisser added that there was some savings on the actual bidding process as well. Work will be done during the next construction season.

Community Development Director Nate Brown requested direction from Council regarding accepting credit card applications for payment of building permits. He noted that this would incur additional costs and questioned if those costs should be absorbed or if the administrative portion of the fees should be raised. He noted that at Marion County 40% of applicants are paying with credit cards. His department is still doing research into charging a fee to those using credit cards to cover the

additional cost. Discussion followed regarding alternatives such as ACH transactions with Council requesting that the department do additional research.

Assistant to the City Manager, Kevin Watson, reported that the Statue Task Force would be traveling to Olympia on September 8 to view the clay statue. He also noted that he had met with the Keizer Youth Sports Association after meeting with the Keizer Little League group and should have a synopsis report in the next few days. He voiced optimism that the meetings would result in procedures that would strengthen the partnership.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

September 8, 2009 (Tuesday)

7:00 p.m. City Council Meeting

September 14, 2009

5:45 p.m. City Council Work Session

➤ City of Keizer Parks Tour

September 21, 2009

7:00 p.m. City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:07 p.m.

APPROVED:

MAYOR:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:



MINUTES
KEIZER CITY COUNCIL
Tuesday, September 8, 2009
Keizer City Hall 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
(left at 8:06 pm)
Jim Taylor, Council President
Richard Walsh, Councilor
Brandon Smith, Councilor
Cathy Clark, Councilor
Mark Caillier, Councilor

Staff:

Shannon Johnson, City Attorney
Chris Eppley, City Manager
Kevin Watson, Assistant to the City Manager
Rob Kissler, Public Works
Susan Gahlsdorf, Finance Director
Marc Adams, Chief of Police
Tracy Davis, City Recorder

Absent:

David McKane, Councilor

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jerry McGee, Keizer introduced the T.D. Keizer Statue artist, Gareth Curtiss and reported that the Statue Task Force had met and, following minor suggestions, approved the statue unanimously. He explained that the horse was not transported to Keizer but viewed through photographs and that the target date for the dedication is still good. He concluded noting that Councilor Caillier would have more information on the dedication ceremony as the date nears.

Christine Dieker, Keizer Chamber:

- Reported that the unveiling of the statue is set for January 30, 2010, and it will be part of a joint event called "Winter Art Solstice" that will incorporate the Mayor's Invitation for artwork for year-round lobby art.
- Circulated a promotional welcome service folder produced free of charge to be used to hold promotional materials from various venues throughout the city and showed reusable bags that have been developed as well.
- Reviewed planned signage directing visitors to the visitors' center and efforts being made to restore signage that was removed, Chamber website statistics and updates, dates and times for several upcoming events and invited anyone interested to attend the next Chamber Tourism Advisory Council meeting.

Clint Holland, Keizer, reported on upcoming events at the Keizer Rotary Amphitheater, suggested that following the last event a committee be formed to review operations and urged that booking efforts for next year begin as soon as possible. Council agreed by consensus to direct the City Manager to come back in two weeks with a plan and recommendation to initiate this process.

PUBLIC HEARING
a. RESOLUTION –
Authorization for
Supplemental
Budget to Pay
Repairs for
Damage to Storm
Drain System

Public Works Director, Rob Kissler, explained that a landslide occurred in the late spring of 2009 damaging the storm drain system which was installed in the 70s. The \$280,000 repair was not anticipated in the budget because the landslide occurred after budget adoption. He then provided detailed information and fielded questions regarding alternate methods of funding and a temporary rate increase with Finance Director Susan Gahlsdorf providing additional clarification.

Council President Taylor opened the Public Hearing. With no testimony, Council President Taylor closed the Public Hearing.

Councilor Walsh moved to adopt a Resolution Authorizing Supplemental Budget to Pay Repairs for Damage to Storm Drain System. Councilor Clark seconded.

Councilor Smith offered a friendly amendment to increase the transfer by \$50,000 rather than taking that amount from contingency. Councilor Clark did not accept the amendment.

Councilor Smith moved to amend the resolution to increase the transfer by \$50,000 rather than taking that amount from contingency. Councilor Caillier seconded.

Discussion followed with Director Gahlsdorf providing additional clarification and explanation and Councilor Walsh verifying that the \$50,000 contingency funds were from the Storm Fund contingency, not the General Fund.

Councilor Smith withdrew his motion to amend.

Original motion passed as follows:

AYES: Walsh, Smith, Caillier, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and McKane (2)

RESOLUTION –
Authorization for
Interfund Loan to
the Storm Fund
from the
Transportation
Improvement
Fund

Councilor Walsh moved to adopt a Resolution Authorizing an Interfund Loan to the Storm Fund from the Transportation Improvement Fund. Councilor Clark seconded.

Motion passed as follows:

AYES: Walsh, Smith, Caillier, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and McKane (2)

**ADMINISTRATIVE
ACTION**

None

**CONSENT
CALENDAR**

- A. RESOLUTION – Authorizing the City Manager to Execute Extension of Street and Right of Way Landscape Maintenance Services Contract With All Seasons Ground Care**
- B. RESOLUTION – Authorizing the City Manager to Enter Agreement with H & H Paving for Candlewood Bike Path Paving Project**
- C. RESOLUTION – Initiating Magee Estates Street Light District**
- D. RESOLUTION – Initiating McNary Heights Street Light District**
- E. RESOLUTION – Appropriation Transfer**
- F. Approval of August 3, 2009 Regular Session Minutes**
- G. Approval of August 10, 2009 Work Session Minutes**

Councilor Walsh pulled Item G.

Councilor Clark pulled Item B

Councilor Walsh moved to accept Items A, C, D, E and F of the Consent Calendar. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Walsh, Smith, Caillier, Taylor and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and McKane (2)

Councilor Walsh moved to accept Item B of the Consent Calendar. Councilor Smith seconded.

Councilor Clark interjected that this was an important safety improvement for the area and commended Public Works for their perseverance in completing the project. Mr. Kissler responded that this has been beneficial for the neighbors and it will be the final piece to connect the bikeways to the Salem Parkway at the east end.

Motion passed as follows:

AYES: Walsh, Smith, Taylor, Caillier and Clark (5)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Christopher and McKane (2)

Councilor Walsh moved to accept Item G of the Consent Calendar. Councilor Smith seconded. Motion passed as follows:

AYES: Smith, Taylor, Caillier and Clark (4)

NAYS: None (0)

ABSTENTIONS: Walsh (1)

ABSENT: Christopher and McKane (2)

COMMITTEE REPORTS

a. Marion Polk Yamhill County Storm Water Solutions Presentation

Taken out of Order. Elizabeth Sagmiller, Stormwater Manager, gave an abbreviated report because of technical difficulties with the projector. She encouraged participation in the program noting that Keizer does not have the resources to do it alone. She noted that the Homebuilders Association is involved in the program and invited participation in a series of workshops that will be held in the area. The workshops are being held by the Oregon Environmental Council in collaboration with DEQ, the OSU Extension Service and Oregon Sea Grant and are: (1) Making Low-Impact Development a Reality in Your Community, (2) Rain Gardening Training, (3) Green Streets, and (4) Untangling the Codes and Maintaining Stormwater Systems. Ms. Sagmiller agreed to give her presentation at the next meeting.

Councilor Walsh noted that the Attorney General has made this a new priority and is doing floats down Oregon waterways with an eye towards prosecuting offenders. Ms. Sagmiller noted that the AG is using the word "crime" for the offenses and is asking for input from citizens.

b. Salem Keizer Transit District – System Redesign Presentation

Taken out of Order. Shelly Hanson, Transit District, introduced Board Member Ron Christopher and Alan Polock, General Manager. She was unable to give the power point presentation due to technical difficulties. Alan Polock reviewed changes in the transit system noting that service is now being offered to the Kroc Center and Keizer Station and that, if the transit center is built on the preferred site, the District will look into a shuttle throughout Keizer Station. He noted that although the district is unable to serve the entire area, the area which it serves now has better service. He then reviewed the process undertaken to develop the new service and improvements, adjustments made to accommodate riders and attract major employers, routes, high-frequency services, and fares.

Other Committee Reports

Councilor Clark commended Transit leaders for their service redesign and reported that

- K-23 Advisory Committee is considering televising sports, especially football.
- Salem-Keizer Area Transportation Study discussed and approved stimulus package projects.
- Mid-Willamette Area Commission on Transportation is starting the 2010-2013 Transportation Improvement Plan.

She also extended invitations to the 9-11 Memorial at the Keizer Fire District at 7 a.m. and the upcoming West Keizer Neighborhood Association meeting at the Keizer Civic Center.

Councilor Caillier reported that

- The 10th Anniversary of EVAK celebration was a success with many attending and everyone having fun.
- The Salem Wastewater Task Force has determined that starting January 1, 2010, Keizer citizens will have a 5.5% increase in their sewer bills. This is a 1% reduction which will continue each year until the surcharge has been phased out. He added that the system has

\$200 million in bond indebtedness that needs to be paid back. He also reminded everyone of upcoming Planning Commission, Gubser Neighborhood Association, Stormwater Advisory Committee and Claggett Creek Watershed Council meetings.

Councilor Walsh reported that the Music Festival at Keizer Rotary Amphitheater turned out well in spite of the rain. He added that another free concert was scheduled for the weekend and requested input from everyone regarding likes/dislikes at the amphitheater. Lastly, Councilor Walsh strongly urged Councilors and citizens to provide feedback on the bridge project: What does Keizer want, how much do we want it and how do we want to pay for it?

Councilor Smith reported that KURB had approved the request for grant funds for the Copeland Project and authorized the final payment on the Sonic project. He added that the Town & Country project is in the design stage.

Council President Taylor

- Reminded Councilors of the upcoming Commissioners Breakfast
- Reminded everyone that the Volcanoes are in the championship playoffs and invited all to attend and give their support.
- Congratulated Kevin Watson on receiving a permanent Rotary badge.

OTHER BUSINESS

a. New Business or Old Business Issues

Chief Mark Adams provided an update on the Police Department recruitment process. He added that the department will soon have an Honor Guard. The selected candidates will be going to academy and all the equipment and uniforms are being purchased through a grant. He concluded that this will be a great public outreach tool.

Assistant to the City Manager, Kevin Watson, reported that

- The EOC was set up for the anniversary EVAK event to show how it would be set up and all are satisfied with how it will look.
- The Emergency Management Committee quarterly meeting will discuss the hazard mitigation plan which the City has been working on with the county. The review process is underway and as soon as the committee reviews it, the plan will be offered for public review and input.
- The Statue Committee has approved the clay statue so the next step will be bronzing. There have been some minor changes but the project is moving ahead .

WRITTEN COMMUNICATIONS

Taken out of order. Mayor Christopher reminded everyone of an upcoming Community Forum by Salem Hospital and a Town Hall meeting sponsored by Marion County to address regional safety issues.

She then read letters from:

- Taylor Chappell, "If I Were Mayor" Contest winner, thanking Council for the Target gift card.

- Oregon Fire Service Honor Guards and the Department of Public Safety Standards and Training inviting everyone to the Oregon Fallen Firefighters Memorial Ceremony.
- John Rizzo, a citizen involved in a motor vehicle accident, commending Officer Eric Jefferson for his organized, polite and professional service, and the Keizer Fire District for their clean-up efforts.
- Bob and Shirley Rose commending the Public Works Department for their professional work and continued contact regarding the water slide that occurred on the bank behind their house.
- Marjorie Newcomer commending Officer Jeremy Fletcher for his services and his compassion when her husband passed away.
- Ron Anderson complimenting Rob Kissler, Bill Lawyer and Public Works field employees for their continued support of the Bikeways Committee.

Discussion then took place regarding the Flag Raising and the Dedication of the Building with the time/date ultimately being set for October 19.

AGENDA INPUT

September 14, 2009

5:45 p.m. City Council Work Session

➤ City of Keizer Parks Tour

September 21, 2009

7:00 p.m. City Council Meeting

October 5, 2009

7:00 p.m. City Council Meeting

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:32 p.m.

APPROVED:

MAYOR:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**FROM: ELIZABETH SAGMILLER
ENVIRONMENTAL PROGRAM COORDINATOR**

SUBJECT: MARION-POLK-YAMHILL COUNTY STORMWATER SOLUTIONS

BACKGROUND:

The Oregon Environmental Council (OEC), in partnership with OSU Extension/Oregon Sea Grant and with funding from the Oregon Department of Environmental Quality, is organizing a series of workshops for Oregon's growing communities. The topic of these workshops is Low Impact Development (LID) with an overall goal of expanding feasible sustainable stormwater management practices that protect watersheds from urban runoff while reducing maintenance and development costs.

LID is becoming more common in the Portland metro area and in Puget Sound, but many of Oregon's small and medium-sized cities have little experience with these practices. Local development codes may be inflexible and often require the use of conventional stormwater systems that do not protect water quality. In addition to providing useful information and case studies, the workshops provide a forum for dialogue among government staff, elected officials, builders and developers, engineers, planners and designers.

Workshops have been held in the Rogue Valley, Lane County, and the Metro area. With an eye on meeting the needs of individual regional groups, the OEC is looking towards developing a series of workshops specifically geared towards the Mid-Willamette Valley. Early in July 2009, the OEC and associated partners in this program organized a meeting with various stakeholders in the Mid-Willamette Valley to discuss issues of concern for our portion of Western Oregon. The participants in the early planning meeting included the City of Keizer, Salem, Independence, Turner, McMinnville, Woodburn, and Aumsville to name a few. Yamhill, Marion, and Polk

Counties were represented. The Home Builders Association is participating along with the Oregon Department of Forestry, the Marion and Polk Soil and Water Conservation Districts, and the Mid-Willamette Valley Council of Governments.

Construction site run-off and post-construction development are requirements of the City's National Pollutant Discharge Elimination System (NPDES) Permit.

ISSUE

As a result of the initial meeting and group discussions with the OEC, there will be a series of workshops held from late September 2009 through November 2009. These workshops are expected to include:

- A low-impact development workshop in Salem with a speaker from the City of Gresham and from EcoNorthwest, plus a local panel. The workshop will be followed by an optional tour of local LID projects which may include a site in Keizer.
- A workshop geared towards helping local governments understand how to update codes and ordinances to encourage LID and establish maintenance programs for green stormwater facilities.
- A workshop that will look at green land development practices from start to finish using case studies. This workshop will include hands-on exercises.
- An all-day rain garden training to be held in McMinnville.

The Oregon Environmental Council has developed a PowerPoint presentation for review by elected officials and other applicable staff to provide the background for low-impact development issues and in preparation for the upcoming workshops.

RECOMMENDATION:

The content of the scheduled workshops is applicable to future growth and in-fill in Keizer. Staff recommends that Council members participate as time allows. Please contact the Environmental Program Coordinator with any questions or concerns.

Attachment: Low Impact Development Workshop Flyer



Willamette Valley Workshops

Green development workshops help you turn rain into a resource — benefiting the developer, the community, the environment and the bottom line.

visit www.oconline.org/stormwater to register

Capitalize on your natural assets. Attend a **Stormwater Solutions Workshop**. Leading experts will address common questions about low-impact site development practices, such as costs and benefits, maintaining green stormwater facilities and local governments encouraging innovation.

Who should attend?

Builders, developers, designers, planners, stormwater engineers, elected officials, jurisdictional staff, watershed councils and other professionals.

Making Low Impact Development a Reality in Your Community

SEPTEMBER 24 CORVALLIS

LaSells Stewart Center
875 SW 26th Street
Corvallis, Oregon 97331

SEPTEMBER 30 SALEM

Pringle Creek Community
2110 Strong Road SE
Salem, Oregon 97305

Schedule

8:30 AM — 1:00 PM (followed by optional tour)

Price

\$35, \$20 for HBA members

Speakers

- Steve Fancher, City of Gresham
- Ed MacMullan, ECONorthwest

Details

Low Impact Development (LID) is an approach to land development that preserves natural resources and mimics natural systems for managing stormwater runoff while meeting development goals. Learn about the costs and benefits of LID, see examples of relevant projects, identify the key components of successful implementation, and hear lessons learned from LID programs in Oregon. Ask questions and discuss how LID could work in your community.

Green Streets: Coming to a Town Near You

OCTOBER 22 ALBANY

Linn County Extension Office / Old Armory Building
104 4th Ave SW
Albany, OR 97321

Schedule

8:30 AM — 1:00 PM

Price

\$35, \$20 for HBA members

Speakers

- Mike Faha and Jason King, GreenWorks PC
- Plus pervious pavement panelists

Details

The integration of stormwater management into the street right-of-way has evolved from catch basins to roadside grassy swales, to a number of current “green street” examples that allow for parking access, pedestrian movement, street trees, and more. See case studies of green streets ranging from urban environments to residential streets and county roads. Then, get the latest information about pervious pavements.



Rain Garden Training

OCTOBER 30

SALEM

Pringle Creek Community
2110 Strong Road SE
Salem, Oregon 97305

Schedule

8:30 AM — 5:00 PM

Price

\$50, scholarships available

Speakers

- Rob Emanuel and Derek Godwin, OSU Extension Service and Oregon Sea Grant

Details

The rain brings many benefits for watersheds and residents. But it can also be a bane for both if it carries pollutants or excessively floods our local streams. Capturing, controlling and filtering stormwater runoff in rain gardens is one way to help beautify our landscapes while we improve the health of our watersheds.

Gardeners and homeowners will learn the skills needed to design, build and maintain rain gardens and serve as local resources to other community members. The workshop includes both an indoor and outdoor component.

Untangling the Codes and Maintaining Stormwater Systems

NOVEMBER 12

KEIZER

Keizer Civic Center
930 Chemawa Rd NE
Keizer OR 97303

Schedule

8:30 AM — 1:00 PM

Price

\$50, scholarships available

Speakers

- Lori Faha, Engineer
- Carrie Pak, Clean Water Services

Details

Make the most of the current construction slowdown to ensure that you will be ready when things pick back up. Learn how local governments can encourage innovation, protect water quality, and ensure that local development codes and incentives make it easy for developers to do the right thing. Learn what maintenance is required for green stormwater facilities and how to ensure that facilities continue to work well over time.

Low Impact Site Development from Start to Finish

NOVEMBER 18

EUGENE

EWEB
500 East 4th Avenue
Eugene, OR 97401

Schedule

8:30 AM — 5:00 PM

Price

\$50, scholarships available

Speakers

- Maria Cahill, GreenGirl, Land Development Solutions
- Derek Godwin, OSU Extension Service and Oregon Sea Grant

Details

Learn how the site development process impacts sustainability goals for stormwater management in this hands-on workshop. Multidisciplinary teams will collaborate with guidance from trainers on a case study to prevent and mitigate impacts throughout the master planning, design, construction, and operations and maintenance phases, revisiting earlier phases and updating the plan as new insights are made.

visit www.oconline.org/stormwater to register

Please pre-register at least one week in advance of each workshop.

.....
Stormwater Solutions Workshops are made possible by:



CITY COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**FROM: ELIZABETH SAGMILLER
ENVIRONMENTAL PROGRAM COORDINATOR**

SUBJECT: BEN MILLER FAMILY PARK RESTORATION PROJECT

BACKGROUND:

The City of Keizer submitted a Total Maximum Daily Load (TMDL) Implementation Plan for the Willamette Basin in March 2008 as a requirement of an Order proposed by the Oregon Department of Environmental Quality and approved by the Environmental Protection Agency in September 2006. The TMDL Implementation Plan was approved by DEQ in April 2008. The City is responsible for full execution of the Best Management Practices (BMPs) listed in the plan by March 2012

The City applied for and received a \$5,000 grant from the Riparian Conservation Action Program (RCAP) through Marion Soil and Water Conservation District (MSWCD) to carry out a riparian restoration project at Keizer's Ben Miller Park Family Park. In accordance with the specifications of the TMDL Implementation Plan, this project meets the conditions of a listed BMP directed towards temperature concerns. The BMP strategy is to retain mature trees, native vegetation and encourage tree planting and use of native species for bank stabilization. This goal is met through a restoration activity along Claggett Creek that will involve public participation. This project is being designed to improve water quality, habitat, and serve as a model project for other agencies.

ISSUE

The project site is approximately 5000 square feet of riparian area that abuts Claggett Creek in Ben Miller Family Park. This specific site was chosen due to 1) poor water quality, 2) lack of

native vegetation and proper shading, 3) proximity to Claggett Creek Middle School, and 4) high visibility.

The project is underway. Approximately 20 cubic yards of invasive vegetation has been removed utilizing a Marion County inmate crew, and straw has been applied to prevent soil erosion. A construction fence has been installed to protect the site, and an interpretive sign has been mounted to inform visitors to the park about the project. The next steps are as follows:

1. The site will be sprayed with a fish friendly herbicide (by a licensed applicator) in October to help further eradicate invasives.
2. Weed mats will be placed on site to further discourage aggressive weeds. Staking will occur at this time to identify where new plants will be installed. City staff hopes to partner with the Claggett Creek Middle School students for this portion of the project.
3. High quality mulch will be applied to the area to retain moisture and enrich the soil.
4. Several species of native plants will be installed at the site in late winter or early spring 2010. The species planned for the site were chosen for their hardiness, benefits to wildlife, and their ability to stabilize the bank and provide shade.
5. City staff will conduct routine maintenance at the site to remove weeds and monitor the native plans.
6. The City hopes to involve school groups and other community groups in the maintenance and monitoring of the site.

When complete, the project will provide a significant buffer to Claggett Creek which will discourage access to the creek but enhance overall aesthetics. Poor water quality (given the proximity to Salem), bank erosion issues, and an unsafe channel, make this site suitable for an outdoor classroom of sorts, that will highlight the benefits of a healthy riparian corridor.

RECOMMENDATION:

The restoration project at Ben Miller Park is expected to be highly successful due to the quality of work and materials. It will improve the quality of the natural environment and the visual appeal of the park, as well as provide a tremendous resource for educating and involving the public. Staff recommends that Council members participate as time allows. Please contact the Environmental Program Coordinator with any questions or concerns.