

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, July 20, 2015
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
 - a. **RESOLUTION** – Amending the Community Build Task Force
6. **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.

7. **PUBLIC HEARINGS**
 - a. **RESOLUTION** – Authorizing The City Manager To Enter Into A Transaction For The Sale Of City Owned Property In Keizer Station – Area C To Mountain West Senior Housing LLC dba Bonaventure Senior Housing
8. **ADMINISTRATIVE ACTION**
 - a. **ORDINANCE** – Amending Solid Waste Management Ordinance; Amending Ordinance No. 2010-612
RESOLUTION – Repealing Resolution R2005-1617 (Resolution Determining the Recyclable Material for Solid Waste Management)
 - b. **ORDINANCE** – Amending Ordinance Adopting The Keizer Medical Marijuana Facility Permit Process; Declaring An Emergency; Amendment Of Ordinance No. 2014-702

9. CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Purchase 2016 Ford Fusion S Hybrid FWD Vehicles for Police Department
- b. RESOLUTION – Authorizing the City Manager to Enter Into Agreement With DeSantis Landscapes, Inc. For Vegetated Stormwater Facility (VSF) Maintenance
- c. Approval of July 6, 2015 Regular Session Minutes

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

August 3, 2015

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

August 10, 2015

5:45 p.m. – City Council Work Session

- Tour of Salem Keizer School District Career and Technical Education Campus

August 17, 2015

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

14. ADJOURNMENT

Upon request, auxiliary aids and/or special services will be provided. To request services, please contact us at (503)390-3700 or through Oregon Relay at 1-800-735-2900 at least two working days (48 hours) in advance.

CITY COUNCIL MEETING: July 20, 2015

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION AMENDING THE KEIZER RAPIDS PARK
COMMUNITY BUILD PROJECT TASK FORCE**

While the playground structure at Keizer Rapids Park has been built, the fundraising for the project continues to move forward. The Keizer Rapids Park Community Build Project Task Force has considered this matter and recommends that the duration for the Keizer Rapids Park Community Build Project Task Force be extended to September 30, 2016. The Task Force also recommends that the membership be reduced and that the members be reappointed by the Council. The reason for this is to allow fundraising efforts to continue.

The Task Force recommendations for the members are as follows:

Janet Carlson – Marion County
Richard Walsh – Keizer Parks and Recreation Advisory Board
David Louden – Keizer Parks and Recreation Advisory Board
Marlene Parsons – Keizer City Councilor
Brandon Smith – Keizer City Councilor
Ron Freeman – Citizen-at-Large
Lore Christopher – Citizen-at-Large

RECOMMENDATION:

Adopt the Resolution amending the Task Force. After adopting the Resolution, if the Council feels it is appropriate, by minute motion, appoint the above persons to the task force.

This motion could be accomplished simply as a motion to appoint the persons to the task force as set forth in the staff report.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2015-_____

4
5 AMENDING THE KEIZER RAPIDS PARK COMMUNITY BUILD PROJECT
6 TASK FORCE; **AMENDING RESOLUTION NO. R2013-2342;**
7 **REPEALING RESOLUTION NO. R2015-2526**
8

9 WHEREAS, the City Council adopted Resolution No. R2013-2342 establishing
10 the Keizer Rapids Park Community Build Project Task Force;

11 WHEREAS, the City Council amended Resolution No. 2013-2342 by Resolution
12 No. R2013-2408;

13 WHEREAS, the City Council amended Resolution No. 2013-2342 by Resolution
14 No. R2015-2526;

15 WHEREAS, the Task Force is set to dissolve on July 31, 2015 unless extended by
16 City Council action;

17 WHEREAS, the Task Force has not completed the fundraising plan of its purpose;

18 WHEREAS, the Task Force desires to change the purpose of the Task Force and
19 extend the duration date;

20 WHEREAS, the Keizer City Council finds it necessary and appropriate to revise
21 the purpose of the Task Force and extend the duration date;

22 WHEREAS, the City Council wishes to amend Appendix "A" to amend the Task
23 Force purpose, to decrease its membership, and to extend its duration;

24 NOW, THEREFORE,

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BE IT RESOLVED by the City Council of the City of Keizer that Resolution No. R2013-2342 is hereby amended by replacement of Appendix “A” with the attached Appendix “A”, and by this reference incorporated herein.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that Resolution No. R2015-2526 is hereby repealed in its entirety.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this _____ day of _____, 2015.
SIGNED this _____ day of _____, 2015.

Mayor

City Recorder

Appendix “A” City Council Task Force

Name: Keizer Rapids Park Community Build Project Task Force

Purpose: The Task Force will serve in an advisory capacity to the Keizer City Council. The Task Force will review and research grant requests, obtain Council permission to obtain grants, and write grants authorized by the Council. The Task Force will also plan and conduct fundraisers efforts. These grant requests and fundraisers efforts are for the purpose of obtaining funds to install rubberized pour-in-place surfacing, to match grant requests, and to continue working toward the fundraising construction goal relating to the Big Toy playground structure at Keizer Rapids Park.

Membership: The Task Force shall consist of seven (7) voting members. Two (2) members shall be Keizer City Councilors to be appointed by the Council. In addition, two (2) members shall be Keizer Parks and Recreation Advisory Board members to be nominated by the Keizer Parks and Recreation Advisory Board, one (1) member shall be an official from Marion County, and two (2) citizen-at-large members. The members shall be appointed by the City Council and announced at a regularly scheduled Council meeting. The Task Force will be staffed by a non-voting staff liaison to be appointed by the City Manager. The initial seven members shall be appointed directly by the Council. Thereafter, the two (2) Keizer City Councilors will be appointed by the Mayor, the two (2) Keizer Parks and Recreation Advisory Board members will be nominated by the Keizer Parks and Recreation Advisory Board, and the two (2) citizen-at-large members shall be appointed as outlined by the City Council Rules of Procedure.

Chair: The Task Force Chair shall be a City Councilor appointed by the Mayor.

Vice-Chair: The Task Force will elect the Vice-Chair at the first meeting.

Meetings: The Task Force shall meet as determined by a majority of the members and shall meet as deemed necessary by the Chair. All meetings of the Task Force shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair. Members of the Task Force may be removed by a two-thirds majority vote of the City Council.

Duration: This Task Force shall be dissolved no later than September 30, 2016, unless extended by City Council action. However, the Task Force can make recommendations to the Keizer City Council at any time.

CITY COUNCIL MEETING: July 20, 2015

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: RESOLUTION IN CONNECTION WITH THE SALE OF
AREA C PROPERTY (MOUNTAIN WEST SENIOR HOUSING
LLC DBA BONAVENTURE SENIOR HOUSING)**

This matter is before the City Council to consider selling property located in Keizer Station – Area C to Mountain West Senior Housing LLC dba Bonaventure Senior Housing.

State statutes require a public hearing prior to the Council agreeing to sale publicly-owned ground. State statute also requires “evidence of value” to be indicated.

The .32 acre parcel was purchased for \$135,000 in 2003 as part of the process to acquire property necessary for future right-of-way. The 3,928 square feet proposed to be purchased in this transaction is the two remnant parcels after the City dedicates ground for the McLeod extension immediately adjacent to Chemawa Road. See site map attached to the agreement. This arrangement was approved by Council on February 6, 2006 and an agreement was entered into with Oregon Territory Development LLC on or about February 15, 2006. (Oregon Territory Development LLC is selling their property to the Mountain West/Bonaventure group.)

The current market value pursuant to the Marion County Assessor is \$146,360. That value equates to approximately \$10.49 per square foot. Originally, the developers proposed to pay \$4.06 per square foot. After discussion with the City Manager, I informed the developer that I did not have authority to propose a different price, but suggested that they increase their price based on the assessor’s value. After internal discussions, the developer called and indicated that they paid \$3.73 per square foot for the Oregon Territory property. They proposed to purchase the City remnant parcels for \$7.00 per square foot which is roughly the average between the assessor’s value (\$10.49 per square foot) and the price they purchased the other property for (\$3.73 per square foot).

Though initially contemplated, a full MAI appraisal for parcels of this size and dollar amount is not cost-effective. Though the proposed sales price is less than the assessor's value, considering the actual comparative value paid by the developers for the Oregon Territory property, together with the fact that remnant parcels are often discounted heavily because they are only of use to the adjoining properties, these facts together make it likely that the \$7.00 per square foot is a fair and appropriate price. Of course, the Council is free to reject the offer if they wish and propose a different figure.

RECOMMENDATION:

Conduct the public hearing and take testimony. If there are no further questions, close the hearing and adopt the attached Resolution Authorizing the City Manager to Enter Into a Transaction for the Sale of City Owned Property in Keizer Station – Area C to Mountain West Senior Housing LLC dba Bonaventure Senior Housing.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

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3 Resolution R2015-_____

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5 AUTHORIZING THE CITY MANAGER TO ENTER INTO A
6 TRANSACTION FOR THE SALE OF CITY OWNED PROPERTY IN
7 KEIZER STATION – AREA C TO MOUNTAIN WEST SENIOR
8 HOUSING LLC DBA BONAVENTURE SENIOR HOUSING
9

10 WHEREAS, Mountain West Senior Housing LLC dba Bonaventure Senior
11 Housing has requested the City to sell to it approximately 3,928 square feet located in
12 Keizer Station – Area C owned by the City for use as commercial development;

13 WHEREAS, a notice of hearing as provided in ORS 221.725 was completed and
14 a public hearing was held on July 20, 2015;

15 WHEREAS, the City Council of the City of Keizer enters the findings set forth
16 below;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer as follows:

19 Section 1. PUBLIC HEARING. A public hearing was held before the City Council on
20 July 20, 2015. Notice of such hearing was published concerning the above referenced sale.

21 Section 2. FINDINGS. The notice requirements of ORS 221.725 have been complied
22 with. The nature of the proposed sale and the general terms thereof, including other evidence of
23 the market value of the property have been fully disclosed by the City Council at the public

1 hearing. Any resident of the city has been given an opportunity to present written or oral
2 testimony at the hearing.

3 The property is zoned mixed use and is developable. The property is not necessary for
4 public use. Selling the property will put the property on the tax rolls and provide revenue to the
5 City. The subject property is useful to the proposed buyer in that it provides developable ground
6 that is zoned mixed use.

7 It is necessary and convenient to sell the real property at this time as it will place the
8 property on the tax rolls providing revenue to the City and the property buyer now wishes to buy
9 the property.

10 Section 3. DECISION TO SELL. Following the public hearing, the City Council voted
11 to sell the subject property to the buyer, on the terms set forth in the attached Agreement.

12 Section 4. AUTHORIZATION TO CITY MANAGER. The City Council hereby
13 authorizes the City Manager to enter into the attached Sale Agreement and Receipt for Earnest
14 Money and to take all acts necessary to consummate the transaction as contemplated therein.

15 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
16 upon the date of its passage.

17 PASSED this _____ day of _____, 2015.

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19 SIGNED this _____ day of _____, 2015.

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Mayor

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City Recorder

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This Sale Agreement and Receipt for Earnest Money ("Agreement") is entered into this ____ day of _____, 2015, between the following parties:

SELLER: City of Keizer (the "City")
930 Chemawa Road NE
Keizer OR 97303

BUYER: Mountain West Senior Housing LLC dba Bonaventure Senior Housing
3425 Boone Road SE
Salem, OR 97317

RECITALS:

A. Seller desires to sell to Buyer and Buyer desires to purchase from Seller a portion of the real property commonly known as tax lot 9000 located in Keizer Station Area C, Keizer, Oregon, 97303, Marion County, which contains approximately 3,928 square feet and is depicted in **Exhibit "A"** (the "**Property**"). This Property represents the remainder of the lot after dedication of a majority of the lot by the City for construction of public roadway improvements. The Property can be transferred to the Buyer after the necessary property line adjustments needed to complete the transfer (the "**Property Line Adjustments**") are approved by the City. The Property will be more accurately described by survey prior to Closing at Buyer's expense (the "**Survey**").

Now, therefore, in consideration of the mutual promises, warranties and representations of the parties contained herein, the parties enter into the following:

AGREEMENT:

1. **Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$7.00 per square foot contained within the Property as determined by the Survey, which sum is estimated at this time to be approximately \$27,496.00 (the "**Purchase Price**") based on estimated square footage of 3,928.

2. **Earnest Money.** Within five (5) business days of execution of this Agreement by both parties, Buyer shall deposit the sum of \$1,000.00 as earnest money ("**Earnest Money**") with escrow agent as defined below. The Earnest Money shall be applied to the Purchase Price on the Closing Date, as that term is defined below.

3. **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

3.1. At closing, the Earnest Money shall be credited to the Purchase Price.

3.2. At closing, Buyer shall pay the balance of the Purchase Price in cash.

4. **Survey.** Buyer shall select the surveyor to survey the Property and Buyer shall pay for the surveyor's fee. Seller and Buyer agree to be bound by the determination of area and the square footage for the Property as established by the surveyor so long as the surveyor's determination is within ten percent (10%) of the estimate in Section 1. Seller agrees to give the surveyor access to the Property for the purpose of conducting the Survey.

5. **License.** City hereby grants a revocable license to Buyer to immediately commence work within Tax Lot 9000 and Buyer agrees to hold the City harmless and indemnify the City from and against any and all claims by or on behalf of any person arising from any cause whatsoever in connection with Buyer's work on Tax Lot 9000. Should this transaction not close by the Closing Date, Seller has the right to revoke this license.

6. **Closing.** Closing shall take place within 15 business days of the satisfaction of the conditions set forth in section 9 below, but in no event later than October 31, 2015. Closing shall take place at the offices of Ticor Title Insurance Company's (Escrow Agent's) office located in Salem with Debbie Lathrop, Senior Escrow Agent. The terms "Closing" or "Closing Date" shall mean when the Deed is recorded and funds are available to Seller. Seller and Buyer acknowledge that for Closing to occur by the date specified, it may be necessary to execute documents and deposit funds with the Escrow Agent prior to that date.

7. **Closing Costs Involved.** Buyer shall pay the premium for any title insurance policy which Buyer requires. Buyer shall pay the escrow fees charged by the Escrow Agent. Buyer shall pay all recording fees except those necessary to clear Seller's title.

8. **Preliminary Title Report.** Within 20 days after full execution of this Agreement, Buyer shall obtain a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions" provided, however, that Seller shall be obligated to remove, at or prior to Closing, any exceptions which are security for payment of a sum of money (including mortgages, deeds of trust, tax liens, contractor's liens, judgment liens, local improvement district assessments and real property taxes prorated as of the Closing) and any exceptions created, or suffered to be created, by Seller after the Effective Date. Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances that they will be removed, Buyer may terminate

this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event the Earnest Money shall be refunded to Buyer and this Agreement shall be null and void.

9. **Conditions.**

9.1. Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions.

9.1.1. Approval by the City of the Property Line Adjustments.

10. **Deed.** On the Closing Date, Seller shall execute and deliver to Buyer a Statutory Special Warranty Deed, conveying the Property to Buyer, free and clear of all liens and encumbrances created or suffered by Seller except the Permitted Exceptions.

11. **Title Insurance.** Within 15 days after closing, Escrow Agent shall furnish Buyer with a standard ALTA owner's policy of title insurance in the amount of the Purchase Price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

12. **Taxes; Prorates.** Real property taxes for the current tax year in which the transaction is closed do not need to be prorated because the City owns the Property and the Property represents only a portion of the tax lot.

13. **Possession.** Buyer shall be entitled to possession and use of the Property immediately upon execution of this Agreement.

14. **Seller's Representations.** All representations and warranties contained in this agreement shall survive closing and the conveyance of the property to Buyer. To Seller's knowledge, Seller represents to Buyer as follows:

14.1. Seller has received no written notice of any liens to be assessed against the Property.

14.2. Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

14.3. The Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes contained on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

In each event in which any representation of Seller is limited "to Seller's knowledge" or similar phrase, that knowledge must include only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of the City Manager of the City of Keizer, without any investigation or inquiry whatsoever.

15. **Previous Agreement.** The parties acknowledge that certain agreement between the City of Keizer and Oregon Territory Development LLC dated on or about February 15, 2006. Such agreement called for the development of the "McLeod Extension", similar to the improvement planned by Buyer herein. Buyer represents and warrants that they have the right or will have the right upon closing of the transaction between Buyer and Oregon Territory Development LLC to all rights under such agreement. Buyer agrees to indemnify and hold Seller harmless from any claims in connection with such agreement.

16. **Seller Held Harmless as Municipal Government.** Purchaser agrees and understands that Seller's responsibility and obligations under this Agreement do not and cannot bind Seller as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect Purchaser's operation of the Property in any manner whatsoever, Purchaser agrees that enforcement in good faith of any lawful ordinances or regulations or any other acts Seller may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts Seller may take in its role as municipal government shall not be restricted by the fact that Seller entered into this Agreement. However, nothing in this Section shall be interpreted to permit Seller to act or fail to act in any way inconsistent with any common law, constitutional or statutory rights of Purchaser or the established duties and obligations of Seller as a municipal body. If this transaction fails to close due to Seller's responsibilities or obligations as a municipal corporation as described herein, Purchaser may terminate this Agreement and receive a refund of the Deposit. This provision shall survive closing or termination of this Agreement and shall not merge with the deed.

17. **Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Buyer will not assign its rights under this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld. Buyer may assign its rights under this Agreement without Seller's consent.

18. **Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 9 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Buyer shall forfeit the Earnest Money deposit to Seller as liquidated damages, and this Agreement shall be of no further effect, it being the intention of the parties that Buyer may forfeit the Earnest Money and be free of any further obligations under this Agreement. If Seller fails to deliver the deed described in Section 10 above on the Closing Date or otherwise fails to consummate the transaction, the Earnest Money will be refunded to Buyer, and Seller shall pay Buyer's actual out-of-pocket costs directly connected with this transaction. Buyer specifically waives any other remedy that Buyer may have against Seller at law or in equity, including without limitation the right to specific performance.

19. **Attorney Fees.** In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

20. **Notice.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

21. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

22. **Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

23. **Seller's Use of the Property Prior to Closing Date.** From and after the date of Seller's execution hereof, Seller shall not grant or convey any easement, lease, encumbrances, license, permit, or any other legal or beneficial interest in or to the Property, nor modify or amend the terms of the existing lease, encumbrance, obligation or agreement with respect to all or any portion of the Property without the prior written consent of Buyer, nor shall Seller violate any law, ordinance, rule or regulation affecting the Property. Further, Seller agrees to pay, as and when due, all payments on any encumbrances, obligations and agreements and levies in respect to the Property through closing.

24. **Validity of Agreement.** Each signatory hereto warrants, represents and agrees that (a) if signing this Agreement in a representative or agency capacity, he or she has full authority to do so, and (b) execution of this Agreement is not in violation of any other contract by which such party or any of its assets are bound.

25. **Status of Seller.** Neither Seller nor any member of Seller is a foreign person, foreign partnership, foreign corporation or foreign trust, as such terms are defined in Section 1445 of the Internal Revenue Code, as amended, or the regulations thereunder.

26. **Interpretation.** Any modifications, changes, additions or deletions to this Agreement shall first be approved by and between Seller and Buyer, in writing. In the event any provision hereof is unenforceable as written, the parties desire that such provision be enforced to the fullest extent allowed by law, and that the balance of this Agreement remain fully enforceable.

27. **Counting of Days.** Whenever a time period set forth in this Agreement would otherwise expire on other than a business day, such time period shall be deemed extended to the next following day which is a business day. As used in this Agreement, "business day" means a day other than a Saturday, Sunday, or banking, federal or State of Oregon holidays.

28. **Counterparts.** This Agreement may be executed in one or more counterparts all of which shall be considered one and the same Agreement. This Agreement shall be effective only when one or more counterparts have been signed and delivered by each of the parties.

29. **Facsimile or Email Signatures.** Facsimile or email signatures by the parties shall

be binding on the parties as if they were original signatures.

30. **Survival of Representations.** All representations, warranties and obligations contained in this Agreement shall survive closing and the conveyance of the Property to the Buyer.

31. **Statutory Disclaimer.** BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

32. **Acceptance.** This Agreement shall be null and void unless accepted by Seller, by Seller's execution of it, on or before July 31, 2015.

33. **Effective Date.** The "Effective Date" of this Agreement shall be the later of the two dates shown beneath the parties' signatures below.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the Effective Date.

SELLER:

City of Keizer

By: _____ (Date)

Its: _____

BUYER:

Mountain West Senior Housing LLC

By:  7/15/15
Chris Jundt, Manager (Date)

EXHIBIT "A"

(Depiction of Property)

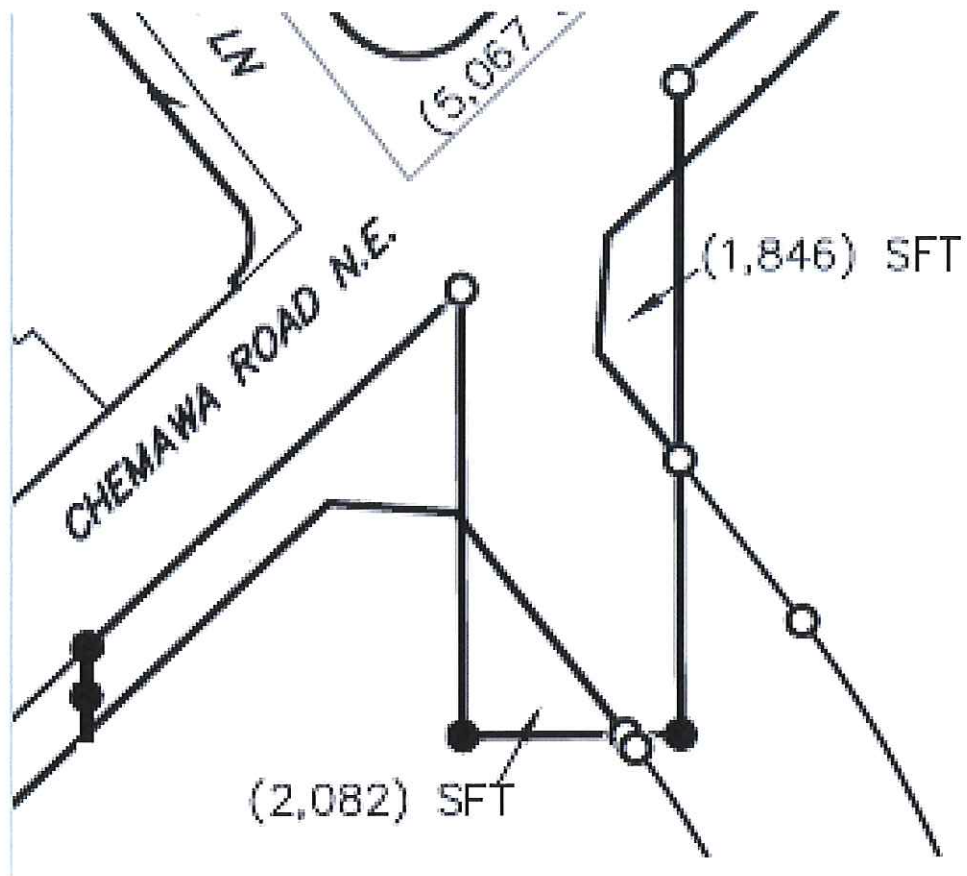
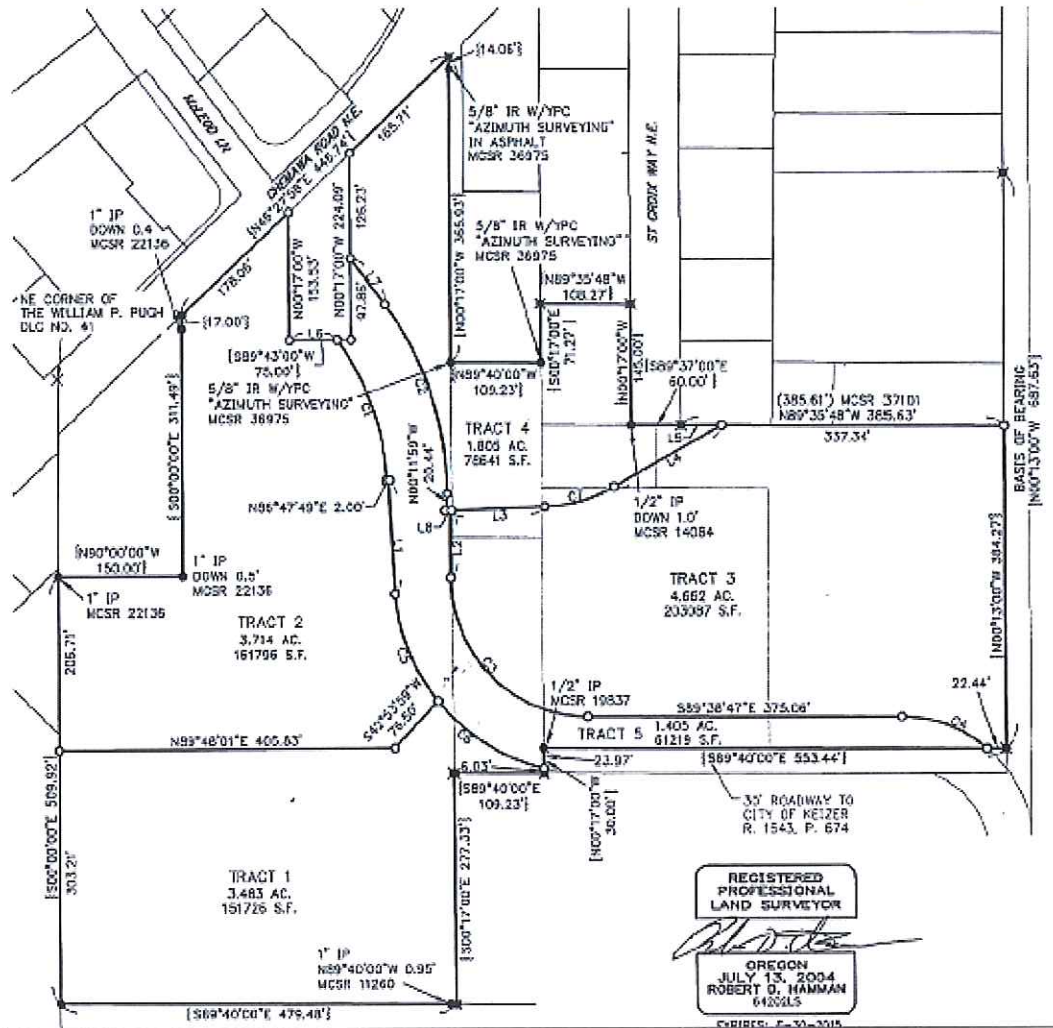


EXHIBIT B

MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E. SALEM, OREGON 97302
503-263-9227



CITY COUNCIL MEETING: July 20, 2015

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: SOLID WASTE ORDINANCE AMENDMENTS

The franchisees had requested some housekeeping changes to the Solid Waste Management Ordinance (Ordinance No. 2010-612). These requests were presented to the Council previously with the franchisees request for an amendment of rates at the May 11, 2015 special council meeting.

I have enclosed the proposed Ordinance amending the Solid Waste Management Ordinance for your consideration. Essentially, the Ordinance clarifies definitions regarding ownership of the receptacles and clarifies what is prohibited.

We also determined that Resolution R2005-1617 is unnecessary. Such Resolution approved the recyclable materials; that Council role was eliminated by the 2010 Ordinance. Therefore, we have prepared a Resolution repealing Resolution R2005-1617.

RECOMMENDATION:

Review the matter and take appropriate action.

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

ESJ/tmh

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A BILL
ORDINANCE NO.
2015-_____
FOR
AN ORDINANCE

AMENDING THE SOLID WASTE MANAGEMENT ORDINANCE;
AMENDING ORDINANCE NO. 2010-612

WHEREAS, the Keizer City Council adopted Ordinance No. 2010-612 on July 6,
2010;

WHEREAS, the Franchisees in the City have requested amendments to the Solid
Waste Management Ordinance;

WHEREAS, the Council has considered the request and has determined it
appropriate to amend the Solid Waste Management Ordinance;

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

Section 1. AMENDMENT OF ORDINANCE NO. 2010-612, SECTION
11(B)(1). Ordinance No. 2010-612, Section 11(B)(1) shall be amended as follows:

1. Receptacles for the collection of solid waste by a franchisee shall
be provided to the generator by the franchisee, unless otherwise
authorized by the franchisee. Receptacles provided by the
franchisees and placed by generators for collection by franchisee,
containing solid waste, recyclable materials or compostable
materials remain the property of the franchisee designated by the

1 City to provide solid waste management service. The loaded
2 weight of a receptacle shall comply with the manufacturer's
3 specifications.

4 Section 2. AMENDMENT OF ORDINANCE NO. 2010-612, SECTION 5(C).

5 Ordinance No. 2010-612, Section 5(C) shall be amended as follows:

6 C. No person shall place hazardous waste or other waste materials not
7 acceptable for disposal in a non-hazardous landfill into any solid
8 waste, recyclable material or compostable material receptacle or
9 drop box supplied by a franchisee, or place any hazardous waste
10 out for collection or disposal by a franchisee, without prior written
11 approval from the franchisee. Title to and liability for any
12 hazardous waste or other excluded waste placed in or near a
13 receptacle shall remain with the generator and shall at no time pass
14 to the franchised collector.

15 Section 3. AMENDMENT OF ORDINANCE NO. 2010-612, SECTION 5(F).

16 Ordinance No. 2010-612, Section 5(F) shall be amended as follows:

17 F. No person shall:
18 1. Enter into a solid waste, recyclable material or compostable
19 material receptacle for the purpose of compacting the
20 contents of the receptacle.

- 1 2. Remove a solid waste, recyclable material or compostable
2 material receptacle from the location where the receptacle
3 was placed for collection, unless the person is a franchisee
4 designated by the City to provide solid waste management
5 services authorized to do so by the generator.
- 6 3. Remove the lid from any solid waste, recyclable material or
7 compostable material receptacle and remove, disturb,
8 compress, collect or scatter ~~solid waste, recyclable material~~
9 ~~or compostable material~~ placed in such receptacle ~~or deposit~~
10 ~~such material into such receptacle~~, unless the person is the
11 franchisee designated by the City to provide solid waste
12 management services authorized to do so by the generator.

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

15 PASSED this _____ day of _____, 2015.

16
17 SIGNED this _____ day of _____, 2015.

18
19
20
21 _____
22 Mayor

23 _____
24 City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2015-_____

REPEALING RESOLUTION R2005-1617 (RESOLUTION
DETERMINING THE RECYCLABLE MATERIAL FOR SOLID WASTE
MANAGEMENT)

WHEREAS, Resolution R2005-1617 (Resolution Determining the Recyclable
Material for Solid Waste Management) determined the appropriate recyclable materials
for solid waste management in the City of Keizer as required by Ordinance 96-350
(Relating to Solid Waste Management in the City of Keizer) as amended by Ordinance
2003-842 (Amending the Solid Waste Management Ordinance);

WHEREAS, Ordinance 96-350 and Ordinance 2003-842 have been repealed;

WHEREAS, Council adopted Ordinance No. 2010-612 (Relating to Solid Waste
Management in the City of Keizer) on July 6, 2010 removing the requirement for the
Resolution determining recyclable materials;

WHEREAS, Resolution R2005-1617 is no longer necessary and should be
repealed;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that Resolution
R2005-1617 (Resolution Determining the Recyclable Material for Solid Waste
Management) is hereby repealed in its entirety.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2015.

4

5 SIGNED this _____ day of _____, 2015.

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Mayor

City Recorder

CITY COUNCIL MEETING: July 20, 2015

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: AMENDING ORDINANCE ADOPTING THE KEIZER
MEDICAL MARIJUANA FACILITY PERMIT PROCESS**

An issue was raised recently regarding the interpretation of the medical marijuana facility permit ordinance. One of the restrictions is that a medical marijuana facility not be located within 1500 feet of a “public or private school”.

The Community Development Director and I do not recall any discussions either by the Task Force or the Council that indicated that the City’s definition of “school” would be different than the state definition. The state prohibition uses the term “public or public elementary or secondary school” and “career school attended primarily by minors.” If the Council wishes to use the same definition, it would be appropriate to adopt an amendment to clarify this.

This issue was raised because there may be a facility wanting to locate within 1500 feet of a hair salon school. It would appear that the hair salon school is not a career school attended primarily by minors, but we still felt it was appropriate to clarify the Council’s intent in this regard.

RECOMMENDATION:

Consider the matter and if the Council wishes to adopt the same definition as the state, adopt the attached Ordinance.

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

ESJ/tmh

1 BILL NO. ____

A BILL

ORDINANCE NO.
2015-_____

2

3

FOR

4

5

AN ORDINANCE

6

7

8

AMENDING ORDINANCE ADOPTING THE KEIZER MEDICAL
MARIJUANA FACILITY PERMIT PROCESS; DECLARING AN
EMERGENCY; **AMENDMENT OF ORDINANCE NO. 2014-702**

10

11

12

13

WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.

14

2014-702 which adopts a Keizer Medical Marijuana Facility Permit Process;

15

WHEREAS, such Ordinance sets forth permit conditions;

16

WHEREAS, the Council finds that it is appropriate to revise one of the permit

17

conditions;

18

WHEREAS, the Council finds that it is appropriate to amend Ordinance No. 2014-

19

702 to clarify to permit condition 6(I)(A).

20

NOW, THEREFORE,

21

The City of Keizer ordains as follows:

22

Section 1. AMENDMENT OF SECTION 6.I.A) OF ORDINANCE NO. 2014-

23

702. Section 6.I.A) of Ordinance No. 2014-702 is hereby amended as follows:

24

A) Within 1500 feet from any public or private elementary or

25

secondary school or career school attended primarily by minors;

26

27

1 Section 2. EFFECTIVE DATE. This Ordinance being necessary for the
2 immediate preservation of the public health, safety and welfare, an emergency is declared
3 to exist and this Ordinance shall take effect upon its passage.

4 PASSED this _____ day of _____, 2015.

5

6 SIGNED this _____ day of _____, 2015.

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Mayor

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City Recorder

CITY COUNCIL MEETING: JULY 20, 2015

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: TIM WOOD
ASSISTANT CONTROLLER**

SUBJECT: POLICE VEHICLE PURCHASE

DATE: JULY 6, 2015

BACKGROUND:

The 2015-16 City of Keizer Adopted Budget provides for the acquisition of two vehicles for the Police Department using asset forfeiture appropriations. City Staff has determined that two Ford Fusion S Hybrid FWD vehicles will meet the Police Department needs and are available utilizing the State of Oregon purchasing contract number 5551 with Gresham Ford.

FISCAL IMPACT:

The acquisition of the two vehicles for approximately \$34,900 will be completed using existing asset forfeiture appropriations within the Police Department's 2015-16 Adopted Budget.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to issue a purchase order to Gresham Ford for the acquisition of two Ford Fusion S Hybrid FWD vehicles using the State of Oregon purchasing contract number 5551.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2015-_____

4
5 AUTHORIZING THE CITY MANAGER TO PURCHASE 2016
6 FORD FUSION S HYBRID FWD VEHICLES FOR POLICE
7 DEPARTMENT

8
9 WHEREAS, the City of Keizer budgeted funds in the 2015-2016 Police
10 Department fund to purchase two new 2016 Ford Fusion S Hybrid FWD vehicles;

11 WHEREAS, the City has determined procurement through the Oregon
12 Cooperative Procurement Program (ORCPP) provided the best price of \$17,447.66 each
13 from Gresham Ford;

14 WHEREAS, State of Oregon Contract No. 5551 authorizes ORCPP participants
15 to use Contract No. 5551 to purchase vehicles from Gresham Ford by issuance of a
16 Purchase Order;

17 NOW, THEREFORE,

18 BE IT RESOLVED by the City Council of the City of Keizer that the City Manager
19 is hereby authorized to purchase two 2016 Ford Fusion S Hybrid FWD vehicles from
20 Gresham Ford for a purchase price of \$17,447.66 each by issuing a Purchase Order
21 containing the mandatory language as shown on the attached exhibit.

22 BE IT FURTHER RESOLVED that the City Manager is authorized to take any
23 and all necessary acts to effectuate the purchase of the two 2016 Ford Fusion S Hybrid
24 FWD vehicles.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2015.

4

5 SIGNED this _____ day of _____, 2015.

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Mayor

City Recorder



City of Keizer

P.O. Box 21000
Keizer, Oregon 97307-1000
Phone: 503-390-3700

Purchase Order
Number

15/16 Vehicles

TO
Gresham Ford

1999 East Powell Blvd
Gresham, OR 97080

SHIP TO
City of Keizer

C/O: Lance Inman
930 Chemawa RD NE, Keizer, OR 97303

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

DATE REQUIRED		SHIP VIA	TERMS	ACCOUNT OR JOB NO.		ORDER DATE 7/21/15	
	QUANTITY	DESCRIPTION		UNIT PRICE		AMOUNT	
	2	P0G Fusion S Hybrid FWD – see attached quote		\$17,380.66		\$34,761	32
	2	55M Floor Mats A/W – see attached quote		\$67.00		\$134	00
		This purchase order, in addition to any exhibits or addenda					
		attached is placed against State of Oregon Price					
		Agreement #5551. The terms and conditions contained					
		in the Price Agreement apply to this purchase and take					
		precedence over all other conflicting terms and conditions, express					
		or implied. There are no understandings, agreements or					
		representations, oral or written, not specified herein.					

PLEASE ACKNOWLEDGE IMMEDIATELY AND STATE WHEN YOU WILL SHIP – OUR ORDER NO. MUST APPEAR ON ALL RELATED PACKAGES AND FORMS

PLEASE SEND _____ COPIES OF YOUR INVOICE

Christopher C Eppley

PURCHASING AGENT

PURCHASE ORDER

CITY COUNCIL MEETING: July 20, 2015

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: BILL LAWYER
PUBLIC WORKS DIRECTOR**

**FROM: ELIZABETH SAGMILLER
ENVIRONMENTAL AND TECHNICAL DIVISION MANAGER**

**SUBJECT: REQUEST AUTHORIZATION TO PROCEED WITH VEGETATED
STORMWATER FACILITY MAINTENANCE CONTRACT AWARD**

BACKGROUND:

As part of the Post Construction requirements of the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, the City is required to develop procedures and practices that manage stormwater through features such as above ground vegetated stormwater facilities (VSFs). There are currently 124 individual publicly owned VSFs which require maintenance of approximately 43,000 sq ft. These facilities are designed to infiltrate and treat stormwater through the use of specific growing media and plant maintenance.

The Environmental and Technical Division has solicited proposals through a Request for Proposal (RFP) process for experienced maintenance of these facilities. The proposals have been scored and DeSantis Landscapes, Inc from Salem, Oregon is the chosen contractor.

ISSUE

The City's system of VSFs has grown and will continue to grow with new development. Maintenance of these facilities require hand removal of debris, invasive plants, and monitoring of plant health. The work needs to be accomplished without use of spraying, or compaction of the planting media. While this work was initially completed by Public Works personnel, the facilities have grown beyond what existing staff can manage.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the Public Works Director to enter into a contract with DeSantis Landscapes, Inc. Please contact the Environmental and Technical Division Manager with any questions

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2015-____

4
5 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER INTO
6 AGREEMENT WITH DESANTIS LANDSCAPES, INC FOR
7 VEGETATED STORMWATER FACILITY (VSF) MAINTENANCE
8

9 WHEREAS, the City has a growing system of publically-owned Vegetated
10 Stormwater Facilities (VSFs) designed to convey, treat and/or infiltrate stormwater
11 throughout the City;

12 WHEREAS, the VSFs are required under Post-Construction requirements in state
13 and federal rules;

14 WHEREAS, the City is in need of maintenance services throughout the year to
15 maintain the system in a manner so that the VSFs continue to function properly;

16 WHEREAS, on May 27, 2015, a Request for Proposals was issued by the City;

17 WHEREAS, three proposals for this project were received and opened. The
18 City's Evaluation Committee determined that DeSantis Landscapes, Inc. submitted the
19 best proposal and recommends that DeSantis Landscapes, Inc. be awarded the contract;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Public
22 Works Director is hereby authorized to enter into the attached agreement with DeSantis
23 Landscapes, Inc. for a total cost not to exceed \$20,000 for the initial term of the contract.
24 Funding for this project is from the Stormwater Fund.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2015.

4

5 SIGNED this _____ day of _____, 2015.

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Mayor

City Recorder

VEGETATED STORMWATER FACILITY (VSF)
MAINTENANCE SERVICES CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon
Municipal corporation

(hereinafter "City")

DESANTIS LANDSCAPES, INC.

(hereinafter "Contractor")

Based on the mutual promises and consideration expressed herein, the parties agree as follows:

A. TERM AND GENERAL INFORMATION

1. Unless extended as set forth herein, the term of this Contract shall be from the date of written Notice to Proceed to June 30, 2016.
2. In the City's sole discretion, the City may extend the Contract for one (1) ADDITIONAL year, upon satisfactory review of Contractor's performance and services under the same terms set forth herein. The City reserves the right to conduct periodic reviews of the services performed under this Contract.
3. The City has approximately 43,000 square feet of Vegetated Stormwater Facilities (VSF) to be maintained. City anticipates additional systems to be added by April 2016 increasing the overall total to approximately 56,000 square feet of VSFs. The actual square footage to be completed by Contractor each fiscal year is dependent on contract price and budget approval. The amount paid for the actual square footage for maintenance of the VSFs will be \$0.35 per square foot. The total amount for the first year of this Contract will not exceed \$20,000 without written amendment. The actual amount of work done each year will depend on the approved budget each year.

B. SCOPE OF WORK

1. GENERAL

- a. Contractor shall provide maintenance services at the frequency needed to maintain the following minimum standards at any given time during the contract:

- i. No more than five percent (5%) aerial coverage of invasive plant species within the VSF.
- ii. No visible accumulation of debris, trash or dead plant material within the VSF.
- b. Contractor will perform services in a manner to maintain established plant health and minimize damage to the entire VSF systems components, including inlets.
- c. Contractor will provide skilled hand maintenance of established plantings to gently remove dead materials without damaging live growth (dead heading) or uprooting the living plant. The hand removal of perennial vegetative die-off from established plantings should be performed in the fall and/or early spring, to increase light and maintain plant vigor.
- d. Contractor will provide careful hand removal of invasive plants without damaging existing established plants.
- e. Contractor understands that no chemicals, pesticides, fertilizers, or mechanized cutting/mowing equipment may be used within the VSFs.
- f. Contractor shall use care that any irrigation system is not harmed. Obvious damage to an irrigation system should be reported to City within forty-eight (48) hours of discovery.
- g. Contractor understands that removal of leaves, dead vegetation, debris, and/or trash must be completed in a manner to minimize compaction to the site and preserve site slope integrity and flow path gradient. All work shall be performed outside of the facility, except in cases where it is necessary to perform work inside of the facility.
- h. Contractor shall not be responsible for removing sediment from any VSF.
- i. City will provide maps with all VSFs requiring maintenance, including the location, area and specific structural features (such as inlets). Maps will clearly label each VSF with an identifying number, which must be referenced in monthly invoice for payment.

- j. Contractor (and any subcontractors retained by Contractor to complete any aspect of the work described herein) will comply with all city, state and federal rules, regulations and laws including, but not limited to laws established to protect water quality and endangered species.
- k. Contractor will be responsible for all traffic control needed to perform this work and must wear safety vests at all times. All traffic control measures shall comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- l. Contractor or City may request meetings as needed to discuss project progress or any issues that might need attention. Contractor must attend a meeting with City prior to beginning any work under this Contract.
- m. Contractor (or subcontractors secured by Contractor) will supply and maintain all equipment necessary to accomplish this work.
- n. Contractor is responsible for the quality of work done by the Contractor or any subcontracting companies secured by Contractor to complete any aspect of the work.
- o. Contractor shall be responsible for the proper removal and disposal of all plant material, debris and refuse removed from facilities. The Contractor shall salvage, recycle, compost or mulch waste material at an approved disposal location. Directing or placing debris or materials into a ditch, waterway or the right-of-way is strictly prohibited.
- p. Contractor must provide to City the following for each VSF System, at least monthly:
 - i. One (1) paper copy report for each system listing the name of the system, the VSF facility ID numbers, a general report of the work completed, and the condition of the system during the month. The Systems and VSFs will be identified using the ID names or numbers on the City-provided map. If there are any conditions of concern, damage to report or other issues, they should be noted along with actions taken. Photos may be included in the report as appropriate.

C. EQUIPMENT SPECIFICATIONS

1. Contractor understands and agrees that only hands and/or hand tools may be used within the facilities.
2. Contractor understands and agrees that no weed eaters or other mechanized cutting equipment may be used within the VSFs.
3. Contractor understands that backpack blowers may be used only if all blown material is gathered up and legally disposed of off-site.
4. Contractor agrees that all motor vehicles must be properly registered and insured in accordance with motor vehicle laws of Oregon.
4. Contractor agrees that all equipment must be in good working condition and kept that way throughout the life of the Contract.
5. Contractor agrees that all equipment must conform to all federal, state, and local safety regulations.

D. WORKMANSHIP

1. The Contractor shall, at all times, take care during maintenance activities to minimize and/or spread out foot traffic to prevent the formation of compaction trails or damage to side slopes.
2. The Contractor shall, at all times, use best industry practices and will be responsible to remedy any damage done to any VSF component during maintenance activities. VSF components include established plants, soil and/or planting medium, and any built or structural components including irrigation systems.
3. Any plant mortality caused by the Contractor must be remedied at Contractor's expense by replacing and installing new plants of a similar size and same species on a one-to-one basis. Damage caused to structural components must be repaired or replaced at Contractor expense.
3. No payment will be made until the work is deemed acceptable and complete. If work done in any VSF is found to be sub-standard or incomplete, these deficiencies will be brought to the attention of the Contractor and remedied before payment is made.
4. If Contractor fails to perform the work in the manner specified herein, or if Contractor fails to comply with the scheduled frequency

for the performance of any part of the work, City may, at its option, take the following actions:

- a. Notify Contractor of the problem (failure to perform or unsatisfactory performance).
- b. Give Contractor two (2) business days to correct the problem to City's satisfaction.
- c. If the problem has not been corrected by the end of the two (2) business day period, City may correct the problem, record the cost for correcting the problem, and deduct the cost from any outstanding amounts earned by, but not yet paid to Contractor.
- d. If Contractor fails to perform three (3) or more times according to the terms of this Contract, City may at its discretion terminate this Contract upon seven (7) calendar days written notice to Contractor.

E. TECHNICAL REQUIREMENTS

1. Contractor shall exercise all reasonable care and diligence in performing the work. Contractor represents that staff working in the VSFs shall be knowledgeable in the identification of native and invasive plant species, and in the growth and propagation habits of each. Contractor understands and agrees that care shall be taken during invasive removal to prevent the spread of seeds or other propagative material to other portions of the site or off-site.
2. City shall verbally contact Contractor to forward any citizen or third party complaints which relate to Contractor's operations. Upon the receipt of a complaint, Contractor shall investigate and resolve the complaint with the complainant if possible. Contractor will then notify City of the action taken within seventy-two (72) hours.

F. CITY'S OBLIGATIONS

1. City will provide maps showing location of the VSFs. These maps will include the location, area and specific structural features (such as inlets). The maps will clearly label each VSF with an identifying number and/or identification names which shall be used in the identification of all maintenance activities performed. As new facilities are added to the service, City will provide to Contractor a

map of the new facility at least one month prior to being added to the VSFs to be maintained.

2. City will not provide or maintain disposal sites for dumping debris by the Contractor.

G. CONTRACTOR'S OBLIGATIONS

1. Contractor must be able to meet all requirements of this Contract.

2. Contractor will perform the scope of work as contemplated under this Contract including any additional work as requested by City as new facilities are added.

3. Contractor must have a supervisor or responsible person available at all times to direct operations. This supervisor or responsible person will report to City or its designee any problems that occur.

4. Contractor agrees not to sublet or assign this Contract in whole or in part without the prior written authorization of City.

5. Contractor is responsible for disposing of debris. Contractor must salvage, recycle, compost or mulch waste material at an approved disposal location.

H. BREACH OF CONTRACT

If Contractor cancels this Contract prematurely (see Section S) or materially breaches this Contract before substantially performing under the terms of this Contract, then the parties agree that Contractor shall pay to City as damages for its cancellation or breach of this Contract the sum of \$2,000.00 which the parties have negotiated recognizing the difficulty of accurately estimating the harm to City caused by Contractor's prospective breach and which sum the parties have negotiated and determined to be reasonable compensation to City for that harm.

I. ENFORCEMENT PROVISIONS

If an action is instituted to enforce any term of this Contract, the prevailing party shall recover from the losing party reasonable attorney fees and costs incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

J. PAYMENT

City shall pay Contractor \$0.35 per square foot for VSF maintenance services. City and Contractor agree that this price is for the maintenance frequency as outlined in the chart set forth in Exhibit "A" attached and by this reference incorporated herein.

The actual sum payable to Contractor is based on the actual square footage authorized by City each fiscal year.

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to City indicating the square footage maintained, the name of the system, the VSF facility ID numbers, a general report of the work completed, and the condition of the system during the month. Each invoice shall be itemized indicating each type of activity performed. City shall pay Contractor within thirty (30) days of receipt of invoice, provided that all work submitted for payment has been verified as accurate and complete.

L. LIABILITY INSURANCE REQUIREMENTS

Contractor shall procure and maintain at its own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of City for adequacy of protection and shall include a provision preventing cancellation without ten (10) day's prior notice to City in writing. Contractor must provide the City with a certificate of insurance evidencing the insurance within five (5) days from Contractor's execution of this Contract. The certificate of insurance must include the following language: "The City of Keizer, its officers, agents, contractors, and employees are named as additional insured." The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage Insurance issued to Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$1,000,000 for all damages arising out of injury or destruction of property, damages arising out of injury or destruction of property, (including property of the City) in any one accident; and a limit of liability of not less than \$1,000,000 for all damage arising out of injury to or destruction of property, including property of City, during the policy period.

2. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 issued to Contractor and protecting him from all claims arising out of or in connection with any operations under this Contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

M. WORKERS COMPENSATION INSURANCE

Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provision of the laws of the state of Oregon, Workman's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, Contractor shall require such subcontractor similarly to provide Workman's Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by Contractor. Certificates evidencing the issuance of such insurance shall be filed with City within ten (10) days after execution of this Contract.

N. NOTICES

Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage fully prepaid, addressed to the parties as set forth below or such other address as either party may provide to the other by notice given in accordance with this provision.

CITY:

Bill Lawyer
Public Works Director
City of Keizer
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

CONTRACTOR:

Dean DeSantis
President
DeSantis Landscapes, Inc.
7907 State St.
Salem, OR 97317

O. WAIVER

It is expressly understood and agreed that any waiver granted by City of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same of any other terms, provisions, or covenants of this Contract. Neither the acceptance of the work by City nor the payment of all or any part of the sum due Contractor hereunder shall constitute a waiver, by City, of any claim which City may have against Contractor under this Contract.

P. INDEMNITY

Contractor shall indemnify and save harmless City, City's agents and employees from and against all losses and all claims, demands, payments, suit actions, recoveries, and judgment of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

Q. SUBCONTRACTS

Contractor shall have full responsibility under this Contract for any subcontracts which Contractor may let. Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind each subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Contract and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the work.

City retains the right the use alternative service methods and service providers when the City deems it appropriate.

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents

and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

S. CONTRACT TERMINATION

1. Either party may terminate this agreement without cause with thirty (30) days prior written notice. In such case, City shall be liable only for the services rendered through date of termination at the Contract rate.

2. City reserves the right to rebid or obtain competitive quotes on any renewal or extension of this Contract or any additional work requested under this Contract.

T. GOVERNING LAW

This Contract shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures below:

CITY OF KEIZER:

DESANTIS LANDSCAPES, INC:

Dated: _____

Dated: _____

By: _____

By: _____

Bill Lawyer

Dean DeSantis

Director of Public Works

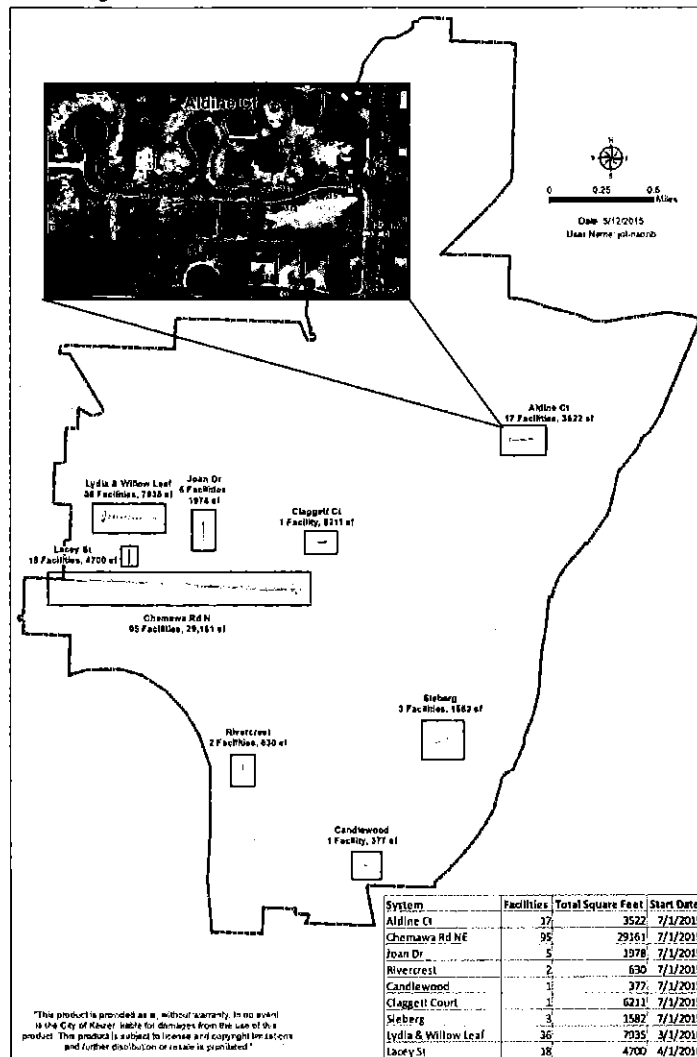
President

Approved As To Form:

Dated: _____

City Attorney

LANDSCAPE MAINTENANCE CITY OF KEIZER VSF DESANTIS LANDSCAPES PROPOSAL



Price per sqft \$0.35
 Total Sqft 56096
 Total contract amount \$19,633.60

Keizer VSF

Function		Suggested Frequency												Total
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Scope VSF Maint	Total # of Weeks per Mon	4	4	4	5	4	4	5	4	5	4	4	5	52
	Hand Weeding (some week		2	2	2	2	2	2	2	2	2	2		20
	Pruning Grasses (when needed)			1										1
	Litter patrol			2	2	2	2	2	2	2	2	2		20
	Leaf Clean Up (and during reg vis)	2									2	2	2	8
	Moisture and conditions monitoring		1	1	1	1	1	1	1	1	1	1		10



MINUTES KEIZER CITY COUNCIL

Monday, July 6, 2015

Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

Cathy Clark, Mayor
Dennis Koho, Council President
Marlene Parsons, Councilor
Roland Herrera, Councilor
Amy Ripp, Councilor
Brandon Smith, Councilor
Kim Freeman, Councilor

Staff:

Chris Eppley, City Manager
Nate Brown, Community Development
Bill Lawyer, Public Works Director
John Teague, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Clark led the pledge of allegiance.

SPECIAL ORDERS OF BUSINESS

None

COMMITTEE REPORTS

None

PUBLIC TESTIMONY

None

PUBLIC HEARINGS

a. Liquor License Change of Ownership/ Name (The Pub to Full Monty's Burger Bistro)

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership from Dennis Ekstrom and Peter Keller, owners of Full Monty's Burger Bistro, Keizer, Oregon. A background check was done and calls for service are within the city recommended standards. Staff recommends that Council review the application and forward a recommendation to the OLCC for approval.

Mayor Clark opened the Public Hearing.

Peter Keller, Vancouver, Washington, provided background information about himself and Mr. Ekstrom, indicated he was familiar with the Responsible Vendor program, and stated that the plan is for the Bistro to be a family friendly, food-based establishment.

With no further testimony, Mayor Clark closed the Public Hearing.

Councilor Koho moved that the Keizer City Council recommend approval of the application for a change of ownership under the guidelines established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION
– Forming
Misty Meadows
Street Lighting
Local
Improvement
District**

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Misty Meadows Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Clark opened the Public Hearing. Hearing no testimony, Mayor Clark closed the Public Hearing.

Councilor Koho moved that the Keizer City Council adopt a Resolution Forming Misty Meadows Street Lighting Local Improvement District. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**ORDINANCE –
Spreading
Assessments
to Misty
Meadows
Street Lighting
Local
Improvement
District**

Councilor Koho moved that the Keizer City Council adopt a Bill for an Ordinance Spreading Assessments to Misty Meadows Street Lighting Local Improvement District. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. RESOLUTION –
Forming
Northfield
Estates Street**

City Manager, Chris Eppley, noted that this action for Northfield Estates Street Lighting Local Improvement District was the same as that taken above.

Mayor Clark opened the Public Hearing. Hearing no testimony, Mayor

Lighting Local Improvement District

Clark closed the Public Hearing.

Councilor Koho moved that the Keizer City Council adopt a Resolution Forming Northfield Estates Street Lighting Local Improvement District. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ORDINANCE – Spreading Assessments to Northfield Estates Street Lighting Local Improvement District

Councilor Koho moved that the Keizer City Council adopt a Bill for an Ordinance Spreading Assessments to Northfield Estates Street Lighting Local Improvement District. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADMINISTRATIVE ACTION

a. RESOLUTION – Authorizing the City Manager to Enter Agreement to Connect to Public Water System and Covenants Running with the Land with Jonna A. Martin and Leanne D. Martin (Clear Lake Road)

Public Works Director Bill Lawyer reported that Keizer water rules generally require a property owner to extend the water main the entire frontage of their property before being allowed to connect to City water. However, in this case the water line in the area of 1620 Clear Lake Road comes from the west and ends at the west boundary of the Martin property and the property to the east is outside the City limits and the Urban Growth Boundary. It is unlikely that the water main will be needed at any time in the near future. Staff therefore believes that a waiver of the water rules is appropriate in this situation. Mr. Lawyer reviewed details of the signed agreement and indicated that the Martins are willing to sign the Trust Deed should Council approve the action.

Councilor Koho moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Enter Agreement to Connect to Public Water System and Covenants Running with the Land with Jonna A. Martin and Leanne D. Martin (Clear Lake Road). Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- a. RESOLUTION – Authorizing the City Manager to Award and Enter Into an Agreement with Roy Houck Construction LLC for Annual Street Resurfacing Project (2015)
- b. Approval of June 15, 2015 Regular Session Minutes

Councilor Koho moved to approve the Consent Calendar. Councilor Parsons seconded. Motion passed unanimously as follows:

AYES: Clark, Koho, Parsons, Freeman, Smith, Ripp and Herrera (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COUNCIL LIAISON REPORTS

Councilor Herrera reported that he had attended the National Association of Latino Elected Officials convention in Las Vegas which was outstanding. He also recently hosted the Volcanoes baseball players for Mexican dinner at his house.

Councilor Parsons announced the upcoming Community Build Task Force meeting and the Commissioners Breakfast.

Councilor Koho announced the opening of the Marion County Fair.

Councilor Ripp announced that the Keizer Chamber is changing Presidents and Board at the upcoming luncheon.

Councilor Smith announced the upcoming Planning Commission meeting.

Councilor Freeman announced that the West Keizer Neighborhood Association had recently participated in the street cleanup of Chemawa from Keizer Rapids Park to River.

Mayor Clark announced various meetings and events including the Keizer Heritage Foundation annual meeting, summer story time and art display, the Keizer Rotary Amphitheatre concert series, Strategic Economic Development Corporation luncheon, and the Keizer Economic Development Commission meeting. She also praised the new city website.

OTHER BUSINESS

Chief Teague announced that two employees will be getting awards for 15 and 20 years of service and that the legislative session ended with the far left and far right meeting on a lot of issues and making a lot of common sense decisions regarding law enforcement.

City Manager Chris Eppley announced that Tim Wood was the main person involved in spearheading the website; he would be the contact person for more information.

Mayor Clark thanked Mr. Wood and reported that a citizen had called her and commended Code Enforcement Officer, Ben Crosby.

Councilor Koho suggested that John Morgan be invited to a Council Work Session to talk about some of the ideas that started out with the original urban renewal project and may have been overlooked. Mayor Clark suggested that he might be invited to partner with the Keizer Economic Development Commission and then meet with Council.

**WRITTEN
COMMUNICATIONS**

None

AGENDA INPUT

July 13, 2015

5:45 p.m. – City Council Work Session – Cancelled

July 20, 2015

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

August 3, 2015

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

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:31 p.m.

MAYOR:

APPROVED:

Cathy Clark

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – Dennis Koho

Councilor #4 – Roland Herrera

Councilor #2 – Kim Freeman

Councilor #5 – Amy Ripp

Councilor #3 – Marlene Parsons

Councilor #6 – Brandon Smith

Minutes approved:_____