CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, July 7, 2008
5:45 p.m.
Keizer City Hall
Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. **Pursuant to ORS 192.660(2)(i) –** ***To review and evaluate the employment related performance of the chief executive officer – City Manager.***

4. ADJOURN

[redacted]

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

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, July 7, 2008
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **FLAG SALUTE**

4. **PUBLIC TESTIMONY**

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

5. **PUBLIC HEARINGS**

6. **ADMINISTRATIVE ACTION**

   a. **ORDINANCE – Disposing of City Owned Surplus Property, Police Confiscated Unclaimed Personal Property, Contraband Firearms and Other Contraband**

   b. **ORDINANCE – Street Obstructions and Debris on Public Right of Way**

   c. **Oregon Transportation Commission Federal Earmark Projects**

   d. **Naming of Christmas Tree Corner – River Road**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing the City Manager to Purchase Public Works Truck**

   b. **RESOLUTION – Authorizing City Manager to Enter Agreement with Auto Leasing Specialties for Keizer Police Vehicle**

c. Approval of May 19, 2008 Regular Session Minutes

d. Approval of June 2, 2008 Regular Session Minutes

e. Approval of June 16, 2008 Regular Session Minutes

8. COMMITTEE REPORTS

9. OTHER BUSINESS

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

a. New Business or Old Business Issues

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

July 14, 2008

12:00 p.m. (Noon) City Council Work Session

- **Periodic Review**

July 21, 2008

7:00 p.m. City Council Meeting

- **Keizer Heritage Foundation – Third Amendment to Lease Agreement**
- **Committee Appointments**

August 4, 2008

7:00 p.m. City Council Meeting

12. ADJOURNMENT

CITY COUNCIL MEETING: July 7, 2008

AGENDA ITEM NUMBER:____________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: ***SURPLUS PROPERTY ORDINANCE***

At the last meeting, the City Council considered the revised surplus property ordinance. The Council directed staff to revise the ordinance to provide for more flexibility for disposing of surplus property, such as electronic (website) auctions and other methods. In addition, the Council wanted to allow for the sale of some firearms.

We have made these changes to the ordinance. With regard to City-owned surplus property (non-firearms), property less than $1000 can be disposed of by the City Manager. Property valued at more than $1000 is disposed at City Council's direction. In either case, the Council or the City Manager has the option of using the State Surplus Property Program, public auction, request for proposals or any other method in the best interests of the City, including electronic/hard copy advertising or electronic website auctions. The process is set forth in Section 2 of the ordinance.

Section 4(D) sets forth the options regarding weapons in the possession of the Police Department. Certain contraband firearms need to go through a forfeiture process by the Court and if appropriate returned to their lawful owner. At the option of the Police Chief, firearms may be used as a service weapon, for demonstration/training purposes or sold. State statute requires the net proceeds of the sale to be used for law enforcement purposes. Generally, "street crime" types of weapons would be destroyed, whereas high-value/sporting weapons may be sold. Any sale would have to be made to a licensed gun dealer. A change was also added so that non-contraband firearms (such as donated firearms) could be disposed of by the same method.

RECOMMENDATION:

Consider the revised Ordinance and take appropriate action.

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

ESJ/tmh
attachment

BILL NO. ____ A BILL ORDINANCE NO. 2008-__________

FOR

AN ORDINANCE

DISPOSING OF CITY OWNED SURPLUS PROPERTY, POLICE CONFISCATED UNCLAIMED PERSONAL PROPERTY, CONTRABAND FIREARMS AND OTHER CONTRABAND; REPEALING ORDINANCE 2000-427; AND DECLARING AN EMERGENCY

WHEREAS, from time to time, the City of Keizer has surplus property, police confiscated unclaimed property, firearms and contraband which needs to be disposed of; and

WHEREAS, the City of Keizer desires to create a process which fairly disposes of such property in a manner that best serves the public interests;

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

<u>Section 1 - DEFINITIONS.</u>

A. City-Owned Surplus Property. City-owned personal property that the department head responsible for its control determines to be of no further use for public purposes, and the City Manager or designee approves such determination.

B. Police Unclaimed Personal Property. Property and/or evidence that has been in the custody of Keizer Police Department for more than 60 days following the adjudication of all criminal actions, and/or investigation (if no criminal action is filed) or at the conclusion of any civil action brought against the city, any of which are related to the seizure or impoundment of property. Unclaimed personal property is defined in ORS 98.245(1)(b) as property which ownership has not been established after the Keizer Police Department has made a reasonable effort to identify and notify the owner of the property.

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"Unclaimed personal property" does not include firearms or contraband.

C. Contraband Firearms. Firearms which are seized by the Keizer Police Department under ORS 166.250 (unlawful possession of firearms) or 166.270 (certain ex-convicts forbidden to possess arms) and not being held as evidence shall be classified as contraband. Firearms seized under ORS 166.279 (Seizure of concealed weapons) and not being held as evidence shall be classified as contraband.

D. Other Contraband. As used herein, “contraband” means any personal property (except firearms) which is unlawful to produce or possess, including, without limitation, illegal weapons, controlled substances as defined in ORS 475.005 and drug paraphernalia as defined in ORS 475.525.

<u>Section 2 –DISPOSITION PROVISIONS - CITY-OWNED SURPLUS PROPERTY.</u>

Upon approval by the Keizer City Manager or designee, the following provisions apply to City-owned Surplus Property:

A. At the City Manager’s direction, City-owned surplus property with a value of less than $1,000 per item/group may be traded, donated, sold, destroyed, or transferred with or without consideration to an agency of the State of Oregon, a political subdivision thereof authorized by law to enter into, or an organization which has received Internal Revenue Service tax status as a nonprofit organization, or may be disposed of pursuant to any method set forth in Section 2(D) below.

B. At the City Council’s direction, City-owned surplus property with a value greater than $1,000 per item/group may be disposed pursuant to any method set forth in Section 2(D) below.

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C. For purposes of this Section, the value of the surplus property shall be estimated by the City Manager or designee and shall be estimated per item or per group of property items if such grouping reasonably is estimated to net a higher value after expenses of the sale.

D. City-owned surplus property may be disposed of by any of the following methods:

i. Through the State of Oregon Surplus Property Program.

ii. Sold at public auction pursuant to the procedures set forth in Section 3 of this Ordinance.

iii. City may solicit proposals from persons or organizations for City-owned surplus property by causing notice to be published in a newspaper of general circulation in the City at least one (1) week prior to the date set for opening of such proposals. Upon approval by the City Manager (Section 2(A)) or by the City Council (Section 2(B)), the surplus property shall be transferred to the person or organization making the best offer considering all circumstances.

iv. Any other method that in the City's discretion is in the best interests of the City, including, but not limited to, electronic or hard copy classified advertising, electronic or hard copy non-classified advertising, electronic (website) auction. The City Manager (Section 2(A)) or City Council (Section 2(B)) shall determine pricing of the items/groups.

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The property shall be delivered to the successful purchaser upon receipt of full payment.

Section 3 - AUCTION.

A. When the City Manager or City Council determines that a public auction is in the best interests of the City, the City Manager or designee shall:

i. Cause a notice of public auction to be published in a newspaper of general circulation in Keizer at least ten (10) days prior to the date of such auction. The notice shall include at a minimum a list of the property to be sold, and the time and place where the property can be viewed as well as the time and place of the auction itself.

ii. Insure that all property shall be available for viewing by prospective buyers on the auction premises at least one-half hour prior to sale time.

iii. Sell the City-owned surplus property to the highest bidder. The City Manager or designee may establish minimum bids for any and all items. Items may be grouped for sale as particular lots, if it is in the City's best interest to do so. Payment must be made before the property can be removed. Payment shall be in the form of cash, cashier's check, or money order or first party personal check. A receipt shall be issued for each article or lot purchased.

B. All articles sold at auction having a title or registration shall require a Bill of Sale. The Bill of Sale shall be signed by the City Manager or designee.

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C. The City Manager or designee may hire a public auctioneer that is licensed and bonded to conduct the public auction.

D. Proceeds from the sale or auction of City-owned surplus property shall be used first to pay all costs associated with such sale or auction, including, but not limited to, expenses of sale, storage and maintenance costs, and any public notice publication costs.

Section 4 - DISPOSITION PROVISIONS - POLICE UNCLAIMED PERSONAL PROPERTY, CONTRABAND FIREARMS AND OTHER CONTRABAND.

A. Police Unclaimed Personal Property, as defined in Section 1, with a value less than $1,000 per item/group may be traded, donated, sold, destroyed or transferred with or without consideration to an agency of the State of Oregon, a political subdivision thereof authorized by law to enter into, or an organization which has received Internal Revenue Service tax status as a nonprofit organization.

B. Police Unclaimed Personal Property, as defined in Section 1, with a value greater than $1,000 per item/group shall be disposed of in accordance with ORS Chapter 98.245. This includes a published statement of "intent to dispose" and posting of the notice in three (3) public places within the city limits of Keizer. Thirty (30) days from the date of publication, the remaining unclaimed personal property with greater than nominal value as defined in Section 1(B) may be disposed of through the State of Oregon Surplus Property Program, sold at Public Auction as described in Section 3, or through other means of disposal as authorized by the Chief of Police and approved by the City Manager or designee.

C. For purposes of this Section, the value of the surplus property shall be estimated by the City Manager or designee and shall be estimated per item or per group of

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property items if such grouping reasonably is estimated to net a higher value after expenses of the sale.

D. Contraband Firearms as defined in Section 1 shall be disposed of by the following options:

i. Firearms which were seized under ORS 166.250 (unlawful possession of firearms) or 166.270 (certain ex-convicts forbidden to possess arms) and not being held as evidence shall be classified as contraband. Firearms which are in police custody and which have been declared forfeited by the court under ORS 166.279 shall be classified as contraband. In the event a firearm used to facilitate a criminal offense was stolen from its lawful owner and was recovered from a person other than the lawful owner, it shall be returned to its lawful owner as soon as the weapon is no longer needed for evidentiary purposes and the lawful owner is currently not prohibited from possessing the firearm.

ii. At the option of the Chief of Police, firearms classified as contraband may be used as a service weapon or for demonstration or training purposes or sold per ORS 166.279(4). However, the proceeds from the sale of such firearms shall be distributed as outlined in ORS 166.279(4). Any sale shall be made only to licensed gun dealers. Generally, this option would be chosen for weapons that, in the discretion of the Chief of Police, are high-value and/or sporting weapons.

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iii. At the option of the Chief of Police, firearms classified as contraband shall be destroyed in such a manner that the firearms are rendered wholly and entirely ineffective and useless for the purpose of which they were manufactured. Generally, this option would be chosen for weapons that, in the discretion of the Chief of Police, would be attractive as "street crime" weapons.

iv. This Subsection (D) shall also apply to non-contraband firearms (for example, donated firearms) in the possession and control of the Police Department.

E. Contraband.

i. All contraband shall be rendered unusable by destruction in a legally acceptable manner. The destruction of contraband shall be recorded by the Evidence and witnessed by the Evidence Custodian.

ii. Contraband in the form of controlled substances shall also be destroyed in a legally acceptable manner, except when it is authorized by the District Attorney or a court of competent jurisdiction to be used as an investigative tool or for training purposes. In every instance, authorization to use a controlled substance as an investigative tool or as a training tool shall be obtained in writing from the Keizer Chief of Police. All such authorizations shall be in writing and shall accompany the property control report.

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iii. Controlled substances used as an investigative tool or for training purposes shall be returned to the Evidence Custodian upon completion of the specific investigation or training. Prior to re-submitting the substance(s) to the Evidence Custodian, the investigator shall document and sign a post-investigation or post-training property control report, verifying the substance(s) and weight of the item(s) used.

Section 5. REPORT TO CITY COUNCIL. City staff shall report to the City Council no later than August 31 each year for the previous fiscal year. Such report shall indicate the surplus items sold, method of sale and revenue from sales.

Section 6. REPEAL. Ordinance number 2000-427, Disposition of Unclaimed Personal Property, Surplus Personal Property, Firearms and Contraband, enacted October 2, 2000, is repealed.

Section 7. EMERGENCY. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist and this Ordinance shall take effect immediately upon its passage.

PASSED this ___________day of_____________, 2008

SIGNED this ___________day of _____________, 2008

____
Mayor

____
City Recorder

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CITY COUNCIL MEETING: July 7, 2008

AGENDA ITEM NUMBER:____________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

FROM: **E. SHANNON JOHNSON, CITY ATTORNEY**

SUBJECT: ***STREET OBSTRUCTION ORDINANCE***

Our office and Public Works have been working together to revise the current street obstruction ordinance. The street obstruction ordinance was unclear in some areas and problems have cropped up from time to time. I have enclosed a copy of the current ordinance, as well as the new proposed street obstruction ordinance.

The new ordinance makes clear that any placement of building materials, objects of any kind or debris is strictly prohibited unless expressed written permission is granted prior to the placement of such materials. Violators can be cited or the nuisance can be abated pursuant to the nuisance abatement ordinance. Staff believes that this revised ordinance will cut down on some of the problems we have seen, particularly at construction sites.

RECOMMENDATION:

Adopt the attached Ordinance.

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

ESJ/tmh
attachment

BILL NO. ____ | A BILL | ORDINANCE NO. 2008-__________

FOR

AN ORDINANCE

RELATING TO STREET OBSTRUCTIONS AND DEBRIS ON PUBLIC RIGHT-OF-WAY; REPEALING ORDINANCE NO. 96-347

The City of Keizer ordains as follows:

Section 1. OBSTRUCTIONS.

a) It shall be unlawful for any person to place, park, leave, deposit or maintain any structure, barricade, object or other obstruction such as building material or merchandise, other than lawfully parked vehicles, on any public street, city right-of-way, easement or sidewalk without first notifying the Director of Public Works or his/her designee and obtaining his/her written permission.

b) It shall be unlawful for any person to deposit or cause to be deposited bark dust, mud, dirt, sand, gravel, or debris of any kind on any public street, easement, right-of-way or sidewalks except during active building construction or excavation operations and if the deposit is approved in writing in advance by the Public Works Director or his/her designee,

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requiring the person in charge to post lighted barricades, flagmen, or other safety precautions to warn motorists of the hazard.

c) Persons wishing to receive Public Works permission as referenced in Subsection 1(a) or 1(b) above shall submit a written plan indicating the type of project, the materials or objects to be left in the right-of-way and other relevant facts such as hours of use, etc. Upon review of such plan, the Director of Public Works or his/her designee may impose such reasonable conditions as hours of use, duration of use, barricading, lighting or other markings which he deems necessary to protect the safety of persons and property in the vicinity, and to provide for the expeditious movement of vehicular and pedestrian traffic around the obstruction.

Section 2. <u>EROSION CONTROL REQUIREMENTS.</u>

a) It shall be unlawful to violate any required erosion control measures imposed under federal, state or local law or regulations, including, but not limited to any measures imposed as conditions of any land use or other governmental approvals. This includes, but is not limited to, subdivisions, zone change approvals, partition approvals, building permits, and any requirements set forth in National Pollutant Discharge Elimination System Phase II permits or other permits held by the City.

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Section 3. PENALTIES/REMEDIES.

a) A violation of this Ordinance is an infraction under the Civil Infraction Ordinance. (Ordinance No. 86-063).

b) In addition to the penalties provided in Ordinance No. 86-063, the Court may impose penalties against the responsible person for the cost incurred by the City to remove any obstruction or debris.

c) A violation of this Ordinance is declared to be a public nuisance and may be abated pursuant to the Uniform Nuisance Abatement Procedure Ordinance (Ordinance No. 94-282).

Section 4. ORDINANCE NO. 96-347 REPEALED. Ordinance No. 96-347 (Relating to Street Obstructions and Debris on Public Right of Ways; Declaring Public Nuisance) adopted on May 6, 1996 is hereby repealed.

Section 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, or is denied acknowledgment by any court or board of competent jurisdiction, including, but not limited to the Land Use Board of Appeals, the Land Conservation and Development Commission and the Department of Land Conservation and Development, then such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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Section 6. <u>EFFECTIVE DATE.</u> This Ordinance shall take effect thirty (30) days after its passage.

PASSED this ________ day of ___________________, 2008.

SIGNED this ________ day of ___________________, 2008.

____
Mayor

____
City Recorder

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COUNCIL MEETING: July 7, 2008

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: OREGON TRANSPORTATION COMMISSION FEDERAL EARMARK PROJECTS

BACKGROUND:

The Mid Willamette Valley Area Commission on Transportation (MWACT) will be making a recommendation to the Oregon Transportation Commission on Transportation (OTC) on recommended projects to be considered for the Federal Earmark process. The attached memo (Attachment 1) from Mike Jaffe of the Salem Keizer Area Transportation Study (SKATS) outlines the draft projects under consideration for inclusion in this process. MWACT will be making its recommendation to the OTC in August for a decision to be made in September.

The two projects directly affecting the City of Keizer are the Bridge Crossing project and a Salem Parkway pedestrian crossing of Salem Parkway and the Portland and Western Railroad to serve the Kroc Center. Both of these projects would directly serve the citizens of Keizer as well as benefit the State Highway system. Staff has suggested a pedestrian crossing such as is being constructed in Eugene over I-5 or is being prepared at Gibbs Street in Portland crossing Macadam Blvd. and I-5 (close to the Tram) would be a project that is needed to serve the Kroc Center and help resolve the difficult pedestrian access problems for that community asset. Another example is a bridge, the Martin Olav Sabo Bridge, recently constructed in Minneapolis (see Attachment 2)

The Council is asked for its direction as to the appropriateness of the suggested projects and its input on the process.

RECOMMENDATION:

Direct staff to make appropriate efforts to pursue the inclusion of a Pedestrian Bridge over the Salem Parkway and PWRR as well as the Salem Bridge into the OTC list of projects to be considered for the federal Earmark Process.

Memorandum

Date: July 1, 2008
To: SKATS Technical Advisory Committee (TAC)
From: Mike Jaffe, MPO Program Manager
Re: **SKATS list of projects for MWACT and OTC Earmark consideration**

Last month the TAC had some initial discussions regarding potential projects for federal earmarks and narrowed an initial list of projects from eight to five. The three excluded projects were:

- Kuebler @ I-5 interchange improvements
- I-5 widening (Kuebler to Delany Road)
- Cordon Road ITS project

Julie Warncke recently requested an additional project be added to the list, which is widening Kuebler Blvd to four lanes east of Interstate 5. This project is in the Salem TSP and RTSP (ID S287) and would include widening of two bridges: one over the Union-Pacific rail line and the other over Mill Creek.

Project Criteria

The ODOT Earmark Policy established the following criteria for projects (bold emphasis added by SKATS staff):

Strategic Investment	The project is a **strategic investment** that addresses problems on Oregon's transportation system, is included in or consistent with an existing transportation plan document or needs list, and has been **identified as a regional or state priority**. Projects shall provide significant benefits to Oregon and its transportation system in areas such as **economic development, freight mobility, environmental quality, congestion relief and mobility improvement, safety and other priority areas**.
Meets STIP Criteria	Projects recommended for earmark requests shall meet the approved Statewide Transportation Improvement Program (STIP) criteria as set forth in the *STIP Project Eligibility Criteria and Prioritization Factors.*

Support	**The project has strong support**, including support from local government agencies, area and/or statewide advisory bodies, the public, and the business community.
Readiness	The project has been developed enough to **identify potential concerns and demonstrates that it has no known fatal flaws**. The work shall begin during the timeframe of the transportation authorization legislation (2010-2015).
Funding	Earmark funding, when combined with **funding already committed to the project and additional available resources**, shall be used to complete the **project or a project phase**, which may include planning, environmental work and project development, preliminary engineering, right-of-way acquisition, or construction. Construction of the **project may be structured in phases** so that the earmark funds will complete construction of a segment of the project.

The attached table contains qualitative information about the projects by these criteria. Since some of the information was not available at the time of this memo, we will need information from the project sponsors to complete or update this information.

Based on the text and substance in ODOT's Earmark Request policy, Guidance for Preparing Earmark Recommendation Lists, and Travis Brouwer's May 30 e-mail, ODOT is looking to put forward projects that are strategic investments, have other sources of funds to complete a project or project phase, have broad support, provide the "last dollar" for a project and have a project cost in the range of $5 to $15 million (but would consider from $1 million to $25 million).

All of the listed projects in the MPO area are needed and desirable projects, but the important factor is how they fit the criteria of the ODOT Policy and Guidelines. In ranking projects, the criteria set by the Oregon Transportation Commission (OTC) must be heavily considered, as projects in this MPO will be competing statewide to be included on the OTC Request list. Staff proposes the following ranking for five projects based on how well they meet the criteria, as explained here:

1. **Salem Bridge.** In staff's opinion, additional work on the Willamette River Crossing (Salem Bridge)—whether funds are used for developing the financing plan/mechanism to pay for improvements and/or protective right-of-way purchase and preliminary engineering—is the project with the greatest regional significance and the best fit to ODOT's criteria of strategic investment and having broad support. The scale of the next phase of a project can also be adjusted based on the amount of earmark funds received.

2. **Wallace Rd @ Glen Creek.** The Wallace Rd @ Glen Creek project ranks high due to the need for relieving congestion, readiness of the project, and already committed funding. An earmark would potentially provide the "last dollars" needed for implementation. How the funds might be used depends on the result of Salem's November 2008 bond vote. If the bond vote fails, the funds will be needed to advance the project to a milestone. If the bond vote is successful and so is the earmark, the earmark funds might be used for any cost escalation, or the already committed STP funds (MPO's and/or ODOT's) might be transferred to another project.

3. **Hwy 22 @ Hwy 51.** The Hwy 22 @ Hwy 51 intersection project has consistently ranked high on MWACT's lists. A considerable amount of project development, environmental clearance, and land use actions still need to be finished. ODOT Region 2 staff are not taking the lead for sponsoring this project as they don't think they can deliver a completed project in the 2010-2015 timeframe. Development of all phases of the project could be $27 million or more. Therefore, it is important that the project sponsor (Polk County) develop a contingency plan for phasing the work to match some smaller funding scenario(s).

4. **Kuebler (east of I-5) Widening.** This project is not on the state highway system, but it is a connection between the Mill Creek Industrial area (in which the state was a significant partner) and Interstate 5. The RTSP cost estimate for widening the section from I-5 to Turner is $13.4 million. Staff did not rank this higher because it is not currently congested, and should the earmark be for a much smaller amount, widening a short segment of road would have limited utility. Should this project also include the widening over Mill Creek, the RTSP lists Mill Creek as both a critical habitat and a 303(d) stream.

5. **Salem Parkway Pedestrian Safety.** The $32 million Kroc Center opens in 2009, providing a regional aquatic and activity center. Its location creates some access problems, especially for residents coming from the north and crossing Salem Parkway. ODOT has funds to develop vehicle and pedestrian safety measures at the Parkway intersections with Cherry and Verda/Hyacinth, but only to the limit of $1.1 million (construction funds in MTIP). The possibility of a grade separated bicycle-pedestrian crossing above Salem Parkway and the Portland and Western rail line to the Kroc Center is in its early stages of discussion. An earmark could either fund pedestrian and vehicle safety measures at the Cherry and Verda/Hyacinth intersections above the $1.1 million available, or provide initial funding for development of a grade-separated structure. This project was ranked fifth because while it does address a critical safety issue, more time is needed to identify the specific projects for funding. In addition, the project needs a sponsor and broader support.

6. **Transportation Enhancement Projects.** The TAC discussed the addition of transportation enhancement projects to the earmark list at their June meeting. Four Transportation Enhancement applications were submitted to ODOT in the current funding cycle:
    - Chemawa Road: River Rd – Keizer Rapids Bike Lanes
    - Auburn Road: Lancaster Drive – Baldwin Ave Sidewalks and Bike Lanes
    - Minto Brown Island Pedestrian/Bike Bridge
    - Union St. Bridge: Bike/Pedestrian Connections

   While all of these are worthwhile projects, none are on the statewide system and they do not meet the criteria set by ODOT and OTC; therefore, they are highly unlikely to be included on the official Commission Earmark Request List. In addition, the SKATS Policy Committee will not rank their TE priorities until September, which is after MWACT begins discussion of their earmark priorities. Staff recommends that the MPO not include the four TE projects on the lists submitted to MWACT and the OTC.

Staff recommendation:

Project priority for federal earmarks within the SKATS MPO boundary

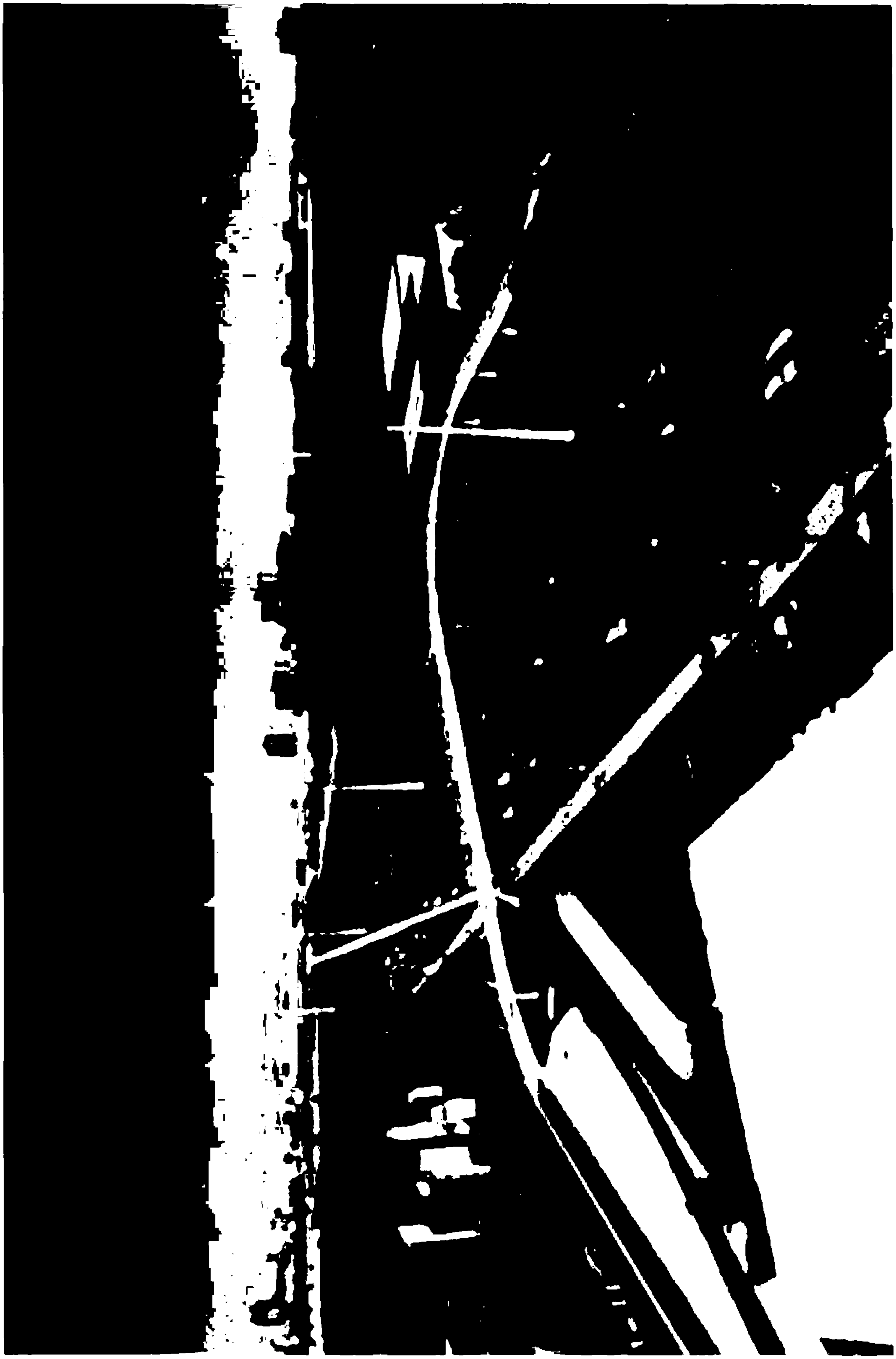
1. Salem Bridge
2. Wallace Rd @ Glen Creek
3. Hwy 22 @ Hwy 51
4. Kuebler (east of I-5) widening
5. Salem Parkway Pedestrian Safety

Do not include Transportation Enhancement projects

Rank	Project	Strategic Investment	Meets STIP Criteria	Broad Support	Readiness (work begins 2010-15)	Funding	Other
[redacted]							
2	OR 221 (Wallace Rd) @ Glen Creek	Yes	TSP, RTSP	Yes – MWACT supported STIP funding.	Yes - 2011 (hot-spot analysis needed?)	$3.4 million federal funds ($1 m. in STP-U). City share in proposed bond is $7 million.	Bond vote in November 2008. **Will Salem request $7 million?**
[redacted]							
4	Kuebler Blvd Widening (East of I-5)	Yes	TSP, RTSP	Mill Creek project broadly supported.	Yes	?? (2)	Supports Mill Creek regional economic development area.
[redacted]							
Do not include	Auburn Bike lanes	No	??	Unknown	Yes	TE request is $1,552,000.	
[redacted]							
Do not include	Minto Brown Island Bridge	No	TSP?	Unknown	Unknown	TE request of $600,000 is for PE only. Construction is likely $2 million or more.	Area there environmental issues to be resolved?
[redacted]							

(1) Salem to decide whether to submit a large request ($20-$25 million) or a smaller request ($5-15 million).

(2) Salem to decide which parts of this widening are included, and how other funds may be combined for implementation.



CITY COUNCIL MEETING: July 7, 2008

AGENDA ITEM NUMBER:____________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ***NAMING OF CHRISTMAS TREE CORNER***

This matter came before the City Council regarding the suggestion for naming the "Christmas tree corner" after Dave Wallery. Mr. Wallery has worked on the Christmas tree display for many years. It is my understanding that the Christmas tree corner is located within the public right-of-way.

There are no specific resolutions or ordinances regarding the naming of a public place such as this. There is a resolution regarding the naming process for city parks. I have attached a copy of that resolution and an amendment to such resolution.

I am not certain that the location qualifies as a "Point of Interest" as that term is used for the Keizer Points of Interest Committee (KPIC). I have enclosed a copy of the resolution forming KPIC. The Purpose Statement of the committee indicates that sites of interest may be "historical, geographic, botanical, or the unusual."

Since there are no specific regulations in effect, the Council is free to take whatever action they deem appropriate. Some options to consider are as follows:

1. Take no action and do not name the location at this time.
2. If the location appears to be a Point of Interest, refer the matter to KPIC.
3. Form a task force to determine a recommendation for naming this location or other public place location.
4. Take action naming the location as the Council deems appropriate.

These options are, of course, not exhaustive and the Council may choose to take a different direction.

RECOMMENDATION:

Take action as deemed appropriate by Council.

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

ESJ/tmh
attachments

CITY COUNCIL MEETING:____________________

AGENDA ITEM NUMBER:________________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER
ROB KISSLER
DIRECTOR OF PUBLIC WORKS

FROM: **BILL LAWYER**
PUBLIC WORKS SUPERINTENDENT

SUBJECT: **VEHICLE PURCHASE**

DATE: **JULY 1ST 2008**

BACKGROUND:

The Public Works Department budgeted in the 08/09 Water Fund for a new 2008 F250 pickup truck. This vehicle will be used as a front line field truck for water system maintenance projects.

Staff received five bid proposals for a vehicle from various Ford dealers in the region. The vehicle bids were for current model year vehicles that are available for purchase without having to special order a vehicle. Staff used this approach to attempt to take advantage of model year end price reductions, and also to take delivery of the vehicle as soon as possible. The lowest responsible bid was received from Chuck Colvin Ford in the amount of $27,241.64

FISCAL IMPACT:

Funds are available in the 08/09 Water budget line 106.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution authorizing the City Manager to purchase a Ford F250 pickup truck from Chuck Colvin Ford for $27,241.64.00.
Please contact me with any questions or concerns.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2008-_____

AUTHORIZING THE CITY MANAGER TO PURCHASE VEHICLE FOR PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Keizer budgeted funds in the 2008-2009 budget to purchase a new front line field service vehicle for water system maintenance projects;

WHEREAS, the City has received five bid proposals for this purchase with the lowest total bid being $27,241.64 from Chuck Colvin Ford. NOW, THEREFORE

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to purchase a front line field service vehicle from Chuck Colvin Ford for a total cost of $27,241.64.

PASSED this ____ day of ___________________________, 2008.

SIGNED this ____ day of ___________________________ , 2008.

____
Mayor

____
City Recorder

CITY COUNCIL MEETING: July 7, 2008

AGENDA ITEM NUMBER:___________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM: H. MARC ADAMS, CHIEF OF POLICE

SUBJECT: KEIZER POLICE DEPARTMENT VEHICLE LEASE

ISSUE:

The City of Keizer will be leasing a 2008 Dodge Ram truck for use by the Community Services Officer. Funds for the new lease were approved in the current budget.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution allowing the City Manager to enter into the attached lease agreements.

If you have any questions please contact H. Marc Adams, 503.390.3713 – adamshm@keizer.org

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2008- ____________

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

WHEREAS, the City of Keizer has utilized a leasing program for police vehicles for the last few years. This vehicle will replace the current Community Service Officer unit.

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 agreements has been included in the approved 2008-2009 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 agreements, which by this reference are made a part hereof and attached as exhibit A through Auto Leasing Specialists, LLC.

PASSED this _____ day of __________________ 2008.

SIGNED this _____ day of __________________ 2008.

____
Mayor

____
City Recorder

RECEIVED

JUN 30 2008

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

June 26, 2008

Auto Leasing Specialists, LLC
6696 E. Millstone Street
Highlands Ranch, CO 80130
Office: 1-720-344-3018
Fax: 1-800-918-5689
Email: Shannon@govleasing.com

City of Keizer, OR
Keizer Police Department
Attention: Captain John Teague
930 Chemawa Rd. NE
Keizer, OR 97307

Dear Captain Teague,

Thank you for choosing Auto Leasing Specialists, LLC for your vehicle purchase/rental needs. We look forward to working with you.

Enclosed you will find the documentation which clarifies Lease Agreement 1275 for one (1) Dodge Ram Truck. The Dodge Truck should be ready on or around 7/14/2008. **In order to provide you with the best service, please return these documents as soon as possible for review. All signed documents should be sent to:**

Auto Leasing Specialists, LLC
Attention: Shannon Schomberg
6696 E. Millstone Street
Highlands Ranch, CO
80130

Again, thank you for choosing Auto Leasing Specialist, LLC. We look forward to working with you today and in the future. If you have any questions, please do not hesitate to contact me at 1-720-344-3018 or at Shannon@govleasing.com

Sincerely,

Shannon Schomberg

Shannon Schomberg
Office Manager

Leasing Specialists
Shannon Schomberg
Office Manager

"Helping you with all your government leasing needs"
Municipal - Tribal - Federal

P:1-720-344-3018
F:1-800-918-5689
Shannon@GovLeasing.com
www.GovLeasing.com

6696 E. Millstone Street, Highlands Ranch, CO 80130

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Auto Leasing Specialists, LLC
4785 Portland Rd NE
Salem, Oregon 97305
(877) 227-0876 (503) 485-0990

Agreement No.: 1275

LESSEE: City of Keizer
Keizer Police Department
930 Chemawa Rd. NE
Keizer, OR 97307
Attn: Captain John Teague
(503) 390-3713 Fax: (503) 390-8295

VENDOR: Auto Additions, Inc
4775 Portland Rd NE
Salem, OR 97305
Phone: (503)393-3910
Fax: (503) 393-7265

NOTE: This is an Interest Income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are IRS reportable (such as Form 1099). (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G, and 8038-GC.)

EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)

One (1) 2008 Dodge Ram Truck 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.

Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR 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. Lessor 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 Lessor or 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

LEASE TERM	**5 Annual payments (includes interest, see Section 5.02).**
PAYMENTS	**$ 8,569.75 upon acceptance and $ 8,569.75 Annual thereafter as provided in the Payment Schedule.**
TOTAL AMOUNT FINANCED	**$ 42,848.75 - Includes no sales tax, all additional taxes will be the sole responsibility of Lessee.**
PURCHASE OPTION AMOUNT	**Purchase Option is $1.00 after timely making all payments.**

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

TERMS AND CONDITIONS

Lessor hereby leases the equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor certifying that all requirements of state law or municipal code or ordinance have been complied with.

C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with proof of appropriation of funds in the current budget for the lease payments and other obligations of Lessee under this Agreement (or a copy of the complete budget if so requested by Lessor or its assignees), and proof of appropriation for the ensuing fiscal year when such appropriation has been approved by the Lessee's governing body. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term

E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.

F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.

G. This Agreement, and all of its Amendments and Addendums, including the Detailed Equipment Description, supersedes and replaces any and all representations or warranties made by Lessor or Vendor prior to execution of the Agreement..

H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.

I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.

J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become *arbitrage bonds* within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "issuance Year") is not reasonably expected to exceed $10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of $10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)

L. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of $5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)

M. Lessee represents and warrants that it will at no time during the Lease Term or thereafter exercise or attempt to exercise the power of eminent domain with respect to the Equipment. The Lessee's rights to acquire title to the Equipment free of the obligations of this Agreement are defined solely in this Agreement.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Municipal Lease and Option Agreement.

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Term as will equal the Lease Term set forth on the face of this Agreement.
"Lessor" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Buy-out After Payment Amount" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination for non-appropriation or other cause) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations having a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.
"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee's fiscal year except that last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.
"Vendor" means the Vendor identified on page 1 of this Agreement and the manufacturers of any of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee exercises an Early Option to Purchase under Article X or Section 5.05 applies. If Lessee fails to accept the Equipment conforming to Lessee's purchase order within a reasonable time after its delivery (not to exceed ten (10) days,) then at the option of Lessor, the obligations of Lessor to provide Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor's right under this Agreement shall have the right at all reasonable times and upon reasonable notice during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01 Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lease and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.
Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.
Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payments of Lease Purchase Payments 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 personal property and sales taxes and insurance. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, 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.
Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawful within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.
Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver to Lessee notice of non-appropriation, rejection of reviews, and rejection of appeals within five (5) business days after each such event. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.
Section 5.06 Late Payment Charge. If any Lease Purchase Payment is not made when due or within 10 days after its due date, Lessee shall pay an additional late payment charge of 5% of the amount of the late payment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor.
Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds there from. Lessee agrees to execute and authorize Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.
Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or propriety purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition or the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149 and 6041 on the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars ($10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265(b)(3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured's, and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft of destruction of, or damage to, the Equipment, whether insured or not ("Loss). The proceeds of any insurance claim applicable to the Equipment, after deducting all expenses (including attorney fees) incurred in the collection of such claim or reward ("Net Proceeds"), shall be applied as set forth in Section 8.02.

Section 8.02 Application of Net Proceeds. In the event of a loss to the Equipment which is not deemed to be a total loss, Lessee shall cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and shall apply the net proceeds of any insurance claims on the Equipment to such cost, provided, however, that if Lessee is then in default on the payments due under this Agreement, the net proceeds shall be applied as if total destruction or damage has occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to extent of any deficiency.

ARTICLE IX: DISCLAIMER OR WARRANTIES; VENDOR'S WARRANTIES; USE

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor and/or manufacturer of the Equipment. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer or the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving an item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the rights to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one of more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. Lessee shall protect and hold harmless Lessor from and against any and all liability, claims, demands, losses and damages arising out of or as a result of the entering into of this Agreement, the ownership or use of the Equipment pursuant to this Agreement, or the obligations of Lessee under this Agreement, except such liability, claims, demands, losses and damages caused by Lessor or its assigns. Such liability, claims, demands, losses and damages shall include, without limitation, counsel fees and expenses, penalties and interest, court costs, witness deposition and investigation costs, and any other expenses incurred in defense of any such liability, claims, demands, losses and damages. This obligation of Lessee shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
B. Failure by Lessee to observe and perform an y other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
C. Breach of any material representation or warranty by Lessee under this Agreement; or

D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws of filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or

E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;

C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;

D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount;

E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and

F. The proceeds of such sale, lease or sublease or the Equipment pursuant to Section 12.02(B) shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneer's and attorney's fees 2) the applicable Buy-Out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this Section F.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certifications or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties, or their permitted assignees, at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the Lessee.

Section 13.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement, together with any Amendments or Addendums and including (i) the Detailed Equipment Description annexed hereto, (ii) the Acceptance Certificate executed by Lessee, (iii) the Payment Schedule annexed hereto, (iv) the Incumbency Certificate of Lessee, (v) any documents evidencing Lessor's security interest under the Uniform Commercial Code, and (vi) the Opinion of Lessee's legal Counsel, constitute the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such lease property) in connection with this Agreement. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) revoke acceptance of the Equipment; (b) recover damages for any breach of warranty; and (c) make deductions or set-offs, for any reason, from amounts due Lessor or its assigns under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10 Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: Huggins Ins. Services, 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 leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor 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 its equivalent) naming Lessor 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.

CUSTOMER

Date: ____________________ By: ______________________________________ (Authorized Official)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentleman:
This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: Patrol.

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is for at least six years.
Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.
We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: Budgeted Item.

CUSTOMER

Date: ____________________ By: ______________________________________ (Authorized Official)

ACCEPTED BY: **LESSOR: Auto Leasing Specialist LLC** **By:** ____________________ Name: Ed Anderson Title: President	Lessee 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 Lessee. Depending on the jurisdiction, this may be the highest elected official. **LESSEE:** City of Keizer, OR Signature: ____________________ Printed Name: Chris Eppley Title: City Manager Date: ____________________ Attested By: ____________________ Name and Title of Attestee: John Teague, Police Captain **SEAL**

AUTO LEASING SPECIALISTS, LLC

503-485-0990

Municipal Lease Program

Number: 1275
Lessee: City of Keizer, OR
Vendor: Auto Additions, Inc.
Equipment: One (1) 2008 Dodge Ram Truck as more thoroughly described in "Exhibit A" to the Agreement.

* If an early buy-out is desired, please contact Auto Leasing Specialists, LLC at 503-485-0990

Accepted by: ______________________

Printed Name: Chris Eppley

Title: City Manager

Date Accepted: ______________________

Payment Schedule

Payment #	[illegible]	Payment	[illegible]	Principal
1	7/14/2008	$8,569.75	0.00	$8,569.75
2	7/14/2009	$8,569.75	$2,032.18	$6,537.57
3	7/14/2010	$8,569.75	$1,574.48	$6,995.27
4	7/14/1011	$8,569.75	$1,084.74	$7,485.01
5	7/14/1012	$8,569.75	$560.71	$8,009.04

"EXHIBIT A"

DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 1275
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
CITY OF KEIZER, OR ("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 affective. 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 one (1) Dodge Ram Truck with VIN 1D7HU18228S607834:

Item	Description	Ordered
2008 Dodge Ram 1...	Dodge Ram 1500 SLT 4x4 ext cab 6.5 bed, HEMI, auto trans	1
PP Dodge Gas Ram...	PATROL POWER WIRING HARNESS FOR Dodge Ram TRUCK INCLUDES: Fuse Panel Box w/Lid - 02-0408 Modular Wiring Harness Heavy Duty Relay Headlight Flasher - 710 Power Tamer Unit Circuit Breaker	1
50BR3ZCR	Whelen's 500 series Super-LED TIR6 Red/Blue split with clear lens. (grille)	2
5TSMAB	Black Surface Mounting Adaptor, For TIR6 Super LED only.	2
SA315P	Whelen Ultra Slim Siren Speaker. 123dB, Nylon Composite Construction.	1
SABKT19	Whelen Universal 4 tab mounting bracket.	1
S660CCCC	Whelen Hide-a-Way Strobe System. Six outlet, 60 watt power supply with Four HA239C.	1
50BR3ZCR	Whelen's 500 series Super-LED TIR6 Red/Blue split with clear lens. (fender)	2
5TSMAC	Chrome Surface Mount Adaptor for TIR6 Super LED only.	2
SW2RRBB-P	1- SW2RRBB, "Liberty" series lightbar, 54", red/blue 4- SLDRB, additional LED modules, pair, red/blue 1- SLDAA, additional LED modules, pair, amber 1- SXTDLED, flashing/steady burn LED takedown lights 1- SXALF1, flashing/steady burn alley lights (intensity 2 LED) 1- MKEZ58, Lightbar Straps Dodge pick-up	1
BM-NC	NMO roof mount ant. coax. 25' Ultra Low Loss	5
MLPVDB800/190	Dual Band roof mount ant. 800 meg. & 1.9 gig.	1
BMAX1000	Maxrad wideband scanner ant.	1
MHB1520	Maxrad Antenna 152-162 MHz	1
MLPV1700	NMO Base Digital Antenna 1.7 to 2.5 MHz. (Requires Part #NMODS for the coax)	1

"EXHIBIT A"

DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE LEASE AND OPTION AGREEMENT NO. 1275
AUTO LEASING SPECIALISTS, LLC ("LESSOR")
CITY OF KEIZER, OR ("LESSEE")

Item	Description	Ordered
MUF4500	Maxrad uhf 450-470 roof mount antenna.	1
295HFSA6	Whelen Single Unit Siren with 9-Switch Light Control and Standard Switching, with Park Kill & Time Out Relay.	1
R1J	Raider LIN6 Super LED in weather resistant housing. Split red/blue (canopy side)	2
R2RB	Raider LIN6 Super-LED. Weather resistant housing.Dual head. Red/Blue (rear canopy)	2
ECVDMLTALOO	Interior Dome Light with Dual Illumination: Red & White LED for Universal Fit.	1
J425-6232	Standard Console - "Lazy L" Holds 18" of face plates. (or AA style)	1
J425-3070	One piece, No Holes Mount for 05-06 Dodge Ram 1500 & up.	1
J425-1270	Jotto Desk 12" Telescoping Rod	1
J425-1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustability, includes three levers.	1
J425-5330	Panasonic Docking Station P2 Plate that is used in a 425-5328P2	1
J425-6096	FP- Whelan MPC01, 295HFS A5/6, 295HSF4, & Gall's U-SK081. faceplate.	1
VF4	Potter & Brumfield 40 amp relay. SPDT.	1
MH3X	Heavy duty mic clip	7
AA-MP	Mic Clip mounting plate	7
MISC.	LEER Canopy	1
MISC.	Spray in Bed Liner	1
Shop	Non- inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Labor	All Labor Charges	42
Graphics	Graphics	1

LESSOR: Auto Leasing Specialists, LLC

By: ______________________ Date: ______________________

Ed Anderson, President

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

By: ______________________ Date: ______________________

Authorized Signature

Printed Name: Chris Eppley Title: City Manager

MINUTES
KEIZER CITY COUNCIL REGULAR SESSION
Monday, May 19, 2008
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular session to order at 7:33 pm. Roll Call was taken as follows:

Present:	Staff:
Mayor Lore Christopher	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Comm.Dev. Director
Jacque Moir, Councilor	Rob Kissler, Public Works Director
David McKane, Councilor	Marc Adams, Police Chief
Brandon Smith, Councilor	Kevin Watson, Asst. to the City Mgr.
Cathy Clark, Councilor	Machell DaPina, HR Director
	Wanda Blaylock, Admin. Assistant

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

None

PUBLIC HEARING

a. RESOLUTION ~ Authorizing Sale of City Owned Property at 4240 Toni Avenue North Keizer, Oregon

Mayor Christopher opened the Public Hearing.

City Attorney Shannon Johnson explained that the City has a decommissioned water well site on Toni Avenue so it is no longer needed. The property value assessed by the County has been determined, negotiations taken place and the public hearing is being held to meet ordinance requirements.

With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt a Resolution Authorizing the City Manager to Enter into a Transaction for the Sale of City Owned Property Located at 4240 Toni Avenue North, Marion County, Keizer, Oregon to Jason Baily and Margaret Baily. Councilor Clark seconded.

Discussion took place regarding the security of the well and the method used to plug it.

Motion passed unanimously as follows:

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

ADMINISTRATIVE ACTION

a. RESOLUTION ~ Adopting Keizer Police Policy on Use of Deadly Physical Force Response Plan

Chief Adams explained that Senate Bill 111 established authority for development of a plan dealing with various aspects of the use of deadly physical force. This is a plan for the aftermath of the use of deadly force and formalization of protocol. Marion County has prepared such a plan and it is being presented for adoption.

Councilor Walsh moved to adopt a Resolution In the Matter of Approving a Law Enforcement Use of Deadly Force Response Plan. Councilor Taylor seconded. Motion passed unanimously as follows:

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

b. RESOLUTION ~ Authorizing the City Manager to Sign Exchange Agreement Regarding Property Adjacent to Keizer Rapids Park

City Attorney Shannon Johnson explained the location of the property and various boundary/easement issues related to the property. He noted that the Resolution would transfer easement/property to clean up easement and fence issues

Councilor Walsh moved to adopt a Resolution Authorizing the City Manager to Sign Agreement for Purchase and Sale (Exchange of Real Property)(Alvarez Property). Councilor Clark seconded. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. **RESOLUTION ~ Approving Engineer's Report for Craftsman Ridge Street Lighting District**
B. **RESOLUTION ~ Adopting City of Keizer Cell Phone Policy**
C. **Approving April 7, 2008 Regular Session Minutes**
D. **Approving April 14, 2008 Work Session Minutes**
E. **Approving April 21, 2008 Regular Session Minutes**
F. **Approving May 5, 2008 Regular Session Minutes**

Councilor Walsh moved for approval of Item A of the Consent Calendar: Engineers Report for Craftsman Ridge Street Lighting District. Councilor Taylor seconded. Motion passed as follows:

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

Councilor Walsh moved for approval of Items B and C of the Consent Calendar. Councilor Moir seconded. Motion passed unanimously as follows:

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

Councilor Walsh moved for approval of Item D of the Consent Calendar: April 14, 2008, Work Session Minutes as corrected. Councilor Moir seconded. Motion passed as follows:

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

Councilor Walsh moved for approval of Items E and F of the Consent Calendar: April 21, 2008 Regular Session Minutes and May 5, 2008 Regular Session Minutes. Councilor Clark seconded. Motion passed as follows:

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

COMMITTEE REPORTS

Jeanne Bond-Esser reported that

- Parks Advisory Board had received a citizen request for permanent restrooms for Claggett Creek Park.
- A new trail map has been developed for Keizer Rapids Park users.
- Amphitheater construction will begin soon with donated equipment, labor, materials and funding from the Rotary. This project will be worth $200,000 when complete but because of the donations will only cost the city $66,000.
- Keizer Parks Foundation is collecting donations and plans to start building a shelter or two at the dog park. The Paw Paver project began at the Iris Festival with receipts totaling about $900 and will continue as long as there is an interest.

a. Certificate of Appreciation – Keizer Veterinary Clinic

(Taken out of Order) Mayor Christopher presented a certificate of appreciation to Drs. Michael Foland, Chris Erion and Kim Girouard of the Keizer Veterinary Clinic in gratitude for the clinic's contribution toward fencing the dog park at Keizer Rapids Park. Councilor Walsh reviewed the history of the formation of the dog park and expressed sincere gratitude for the clinic's contribution.

Other Committee Reports

Councilor Taylor reported that approximately 25 riders participated in the Bikeways Committee bike ride during the Iris Festival.

Councilor Clark reported that

- Budget Committee completed work on the city budget and it will come to Council for approval on June 2.
- On May 8 she participated with other members of Mid-Willamette Advisory Commission and Transportation in a focus group for a University of Oregon research project for the Oregon Department of Transportation on the role and responsibilities of the Area Commissions on Transportation.
- May 10 Shannon Johnson gave the Volunteering 101 session which is very informative and should enhance volunteering experiences.
- Iris Festival was a success. She thanked various city staff members and members of Dayspring for their participation and commended Teresa Walsh for her outstanding job as chair.

Councilor Walsh thanked the Obama and Clinton campaigns for visiting Keizer and Darlene Hooley for serving as Grand Marshal at the Iris Festival. He thanked Ms. Hooley for her hospitality to him when he was in Washington, DC. and reported:

- On the Cooperative Conservation award given by the Department of the Interior noting that there were many productive discussions. Follow-up meetings are scheduled with the Bureau of Land Management, National Parks Service, Oregon Parks & Recreation and the Governor. The Director of American Heritage Rivers has indicated an interest in working on a transition for American Heritage Rivers and the Willamette.
- That the Commissioners Breakfast was good. Regarding the school bond issue, there was agreement that repair of McNary's parking lot and improvements to Whiteaker would be high priorities.

Mayor Christopher noted that Iris Festival was particularly fun this year because of the appearance of Obama and she thanked the Police Department for their professionalism. She also noted that over 100 dogs participated in the Mayor's Pet Walk.

Councilor Smith thanked everyone for stopping by the booth at the Iris Festival and thanked his son for his participation in the parade. He also noted the Keizer Urban Renewal Board meeting time and date.

Councilor Moir thanked Ron Freeman for the sun block at the Iris Festival and complimented everyone for a wonderful festival event.

Councilor McKane reported that because Budget Committee conflicted with both Parks Board and Traffic Safety Commission he had no report from those committees.

OTHER BUSINESS

a. New Business

b. Old Business

City Manager Chris Eppley complimented city staff for their work in the Iris Festival noting that “other duties as assigned” on their job descriptions seems to be the biggest portion of their job.

Chief Adams reported on Iris Festival, adding that it was a pleasure to work with the Secret Service personnel. He thanked Keizer PD staff and Salem PD.

Kevin Watson reported that he had a long list of “things to do” and he was looking forward to starting on it.

Public Works Director, Rob Kissler thanked Jenniffer Warner for her help in the Public Works Open House and responded to questions from Council regarding the flushing truck proposed in the next budget and funding/payment options.

Community Development Director, Nate Brown, reported that Oregon Parks and Recreation called regarding the Local Government Grant application and informed him that acquisition of the Buchanan house was not eligible but if the application was modified to a small grant request, it could be eligible. Therefore it has been modified to fund hard surface trail construction from the parking lot to the river.

Machell DePina reported that she was very impressed with the turn out at the Public Works Open House particularly because it followed the big Iris Festival weekend.

Councilor Clark thanked everyone who helped at the Iris Festival booth

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

June 2, 2008

6:30 p.m. Urban Renewal Agency Meeting

- Adoption of Urban Renewal Agency 2008-2009 Budget
- RESOLUTION ~ Authorizing the Issuance of Debt for Funding Civic Center

7:00 p.m. City Council Meeting

- Public Hearing – Adoption of City of Keizer 2008-2009 Budget

June 9, 2008

5:45 p.m. City Council Work Session

June 16, 2008

7:00 p.m. City Council Meeting

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:37 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL REGULAR SESSION
Monday, June 2, 2008
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:	Staff:
Mayor Lore Christopher	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Comm.Dev. Director
Jacque Moir, Councilor	Rob Kissler, Public Works Director
David McKane, Councilor	Machell DaPina, HR Director
Brandon Smith, Councilor	Kevin Watson, Asst. to the City Mgr.
Cathy Clark, Councilor	Captain Jeff Kuhns, Police
Alex James, Youth Councilor	Susan Gahlsdorf, Finance Director
	Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

None

PUBLIC HEARING

a. Zone Change/ Comp Plan/ Lot Line Adjustment/ Subdivision Application – Case No. 2008-06 (Bowden Estates)

City Attorney, Shannon Johnson, suggested that reading of applicable criteria set forth in the staff report be waived due to size and asked if anyone objected. There were no objections. He added that testimony arguments and evidence must be directed to the criteria in the staff report or other criteria in the Comprehensive Plan or land use regulations believed to apply to this decision. Failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue. Any actions for damages by the applicant must be filed in the Circuit Court within 180 days of the decision. In addition any failure by the applicant to raise constitutional or other issues related to the proposed conditions of approval with sufficient specificity to allow the local government to respond to that issue precludes an action for damages in Circuit Court. He noted that if anyone had any objection as to conflict of interest, bias, jurisdiction, notice and opportunity to be heard, it should be brought up at the time of testimony and any Council members wanting to disclose conflict of interest, bias or prejudice on this case should do so at this time. There were none.

Community Development Director, Nate Brown, reviewed the process of the application noting complex issues regarding the application: It is located at Urban Growth Boundary and impacted by the Odor/Noise Impact Overlay Zone. He also reviewed traffic impacts, sidewalk plans and access concerns and fielded questions regarding sidewalks, right-of-way and street connections/layout. Discussion also took place regarding owners of adjacent property and possible reconfiguration of streets.

Mayor Christopher opened the Public Hearing.

Mark Hoyt, Salem, Oregon, representing the petitioners, and *Chuck Gregory,* the project engineer, reviewed zoning shown on maps and areas authorized for development noting that the project was committed to transitional use and was designed with that in mind with the areas to the south and west providing a buffer and urban density transition. He submitted for the record a street section and asked that conditions be modified to reflect that that is the street section to be built. He reviewed specifications for that street referring to various letters confirming the street capacity.

Mr. Hoyt, Mr. Brown and Mr. Kissler then fielded questions regarding the buffer, fencing, home owners association and stormwater. Councilor McKane suggested that research be done into developing a local improvement district to address maintenance of city-required fencing. Mr. Hoyt pointed out that the applicant has requested that Items 1, 2, 4 and 5 be included as modifications to the Hearing Examiners recommended conditions which are acceptable to staff and are being presented to Council for final approval. Mr. Brown noted that the fence should be shown as a 6 foot fence, not 4 foot. Further discussion took place regarding current and anticipated traffic, street capacity and parking.

City Attorney Shannon Johnson reviewed documents that had been submitted for record: Email from Chuck Gregory to city staff dated May 30 which refers to and includes the May 29 letter from Lancaster Engineering to the Saunders Company. Mr. Hoyt added that documents also include the typical section for Golden Lane and 17th Avenue. Councilor Walsh verified that staff recommended adoption of conditions 1, 2, 4 and 5. Additional discussion then took place regarding parking, traffic and emergency vehicle access.

Marlene Quinn, Keizer, voiced concern regarding the traffic capacity on Trent and urged that speed bumps be put in place before the proposed development is complete. Mr. Kissler urged Ms. Quinn to use the Neighborhood Traffic Calming Program to move forward with this request. Ms. Quinn urged that the intersection of Windsor Island Road and Trent be studied for a possible traffic light. Mr. Kissler noted that Lockhaven and Windsor Island Road would be more likely to warrant a signal light because of pedestrian activity. Additional discussion took place on this issue.

Rod Augie, Keizer, questioned Mr. Kissler regarding stormwater detention in this development. Mr. Kissler explained that the conditions of approval require that the developer submit a Master Storm Drainage Plan for the development.

Marilee Bowden, Marion County, clarified that the purpose of the fencing is not just a sight barrier but to protect residents from farming equipment and sprays. She explained that the two northernmost lots were left undeveloped intentionally by the original developer and voiced agreement with Ms. Quinn regarding traffic on Trent and children playing in the street. In conclusion she stated that she would oppose annexation of her property into the city.

Doug Harner, Salem, one of the owners of JDC Homes, offered to answer any questions and urged Council to approve the application. Councilor Walsh questioned Mr. Kissler regarding establishment of a Local Improvement District to cover fence maintenance. Discussion took place regarding various options such as a separate LID or a maintenance bond. City Attorney Shannon Johnson suggested further research.

With no further testimony, Mayor Christopher closed the public hearing.

<u>Councilor Walsh moved to direct staff to prepare an ordinance with findings approving the proposed land use application as modified by conditions 1, 2, 4 and 5 as listed in the memorandum of understanding dated May 30, 2008 and to direct staff to work with the applicant to modify the fence issue (maintenance costs). Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

<u>Councilor Clark moved to direct staff to conduct a traffic study for a traffic light or other mitigating steps at the intersection of Lockhaven and Windsor Island Road. Councilor Moir seconded.</u>

Discussion took place regarding planned improvements for Chemawa and delaying action pending completion of this project, gravel trucks and turning issues, alternate traffic control measures and details of traffic warrant studies.

<u>Motion passed unanimously as follows:</u>

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

b. RESOLUTION ~ Adopting FY 08-09 City of Keizer Budget, Making Appropriations and Imposing and Categorizing Taxes

Finance Director Susan Gahlsdorf reviewed the adjustments allowed by Oregon law adding that the budget must be approved by June 30, 2008. She noted that staff has a few recommended adjustments to the committee approved budget which would be brought forth by Rob Kissler. She concluded that, following discussion on the adjustments, staff recommends that Council adopt the Budget. Rob Kissler explained proposed adjustments to fund improvements at Wallace House, Bair, Palma Ceia and Keizer Rapids Parks.

Mayor Christopher opened the Public Hearing.

Bill Quinn, Keizer, noted that he had testified at the Budget Committee that he believed the City was not following the Charter by using water revenue funds to purchase furniture and equipment for the new Civic Center. He recommended that funds not be commingled. City Manager Chris Eppley responded that Civic Center costs are being shared equally between all city departments including the Water Department. Finance Director Susan Gahlsdorf explained that the funds transferred will be a reimbursement of actual cost, and furnishings for the civic center will be tracked in the City Hall Facility Fund to keep track of expenditures. All seven operating funds will transfer their pro rata share based on expenditure. Councilor Moir confirmed that the money will not come out of the actual fund except quarterly as it is spent so it will stay in the water fund. She concluded that she saw no need for change.

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

Public Works Director, Rob Kissler, pointed out that last year the Storm Fund's share for a jetting truck was budgeted with a proportionate share in the Water and Street Funds. This year the Budget Committee approved the appropriate allocations for the purchase of the truck over time. However, there is enough of an ending fund balance in both funds to allow the payment of the full allocation and, with an inter-fund loan, the truck could be purchased and the loan paid back over three years. He requested Council approve this in the budget. Ms. Gahlsdorf provided additional clarification.

<u>Councilor Walsh moved to adopt a Resolution adopting the Fiscal Year 2008-2009 Budget Making Appropriations and Imposing and Categorizing Taxes as modified in the staff recommendation (Water Fund, Street Fund, Parks memorandum and the stormwater changes for the truck). Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

c. RESOLUTION ~ Forming Avalon Meadows Subdivision Street Lighting 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 Avalon Meadows Subdivision 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 Christopher opened the Public Hearing.
With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt a Resolution Forming Avalon Meadows Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:

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

ORDINANCE ~ Spreading Assessments to Avalon Meadows Street Lighting District

Councilor Walsh moved to adopt a Bill for an Ordinance Spreading Assessments to Avalon Meadows Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:

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

c. RESOLUTION ~ Forming Teets Estates Subdivision 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 Teets Estates Subdivision 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 Christopher opened the Public Hearing.
With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt a Resolution Forming Teets Estates Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:

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

ORDINANCE ~ Spreading Assessments to Teets Estates Street Lighting District

Councilor Walsh moved to adopt a Bill for an Ordinance Spreading Assessments to Teets Estates Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed unanimously as follows:

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

ADMINISTRATIVE ACTION

Ms. Gahlsdorf reviewed various reasons for transfer of funds allowed by Oregon law and the proposed expenditures and fielded questions.

a. RESOLUTION ~ Authorization for Appropriation Transfer

Councilor Walsh moved to adopt a Resolution: Authorization for Appropriation Transfer. Councilor Taylor seconded. Motion passed unanimously as follows:

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

b. RESOLUTION ~ Authorizing the City Manager to Purchase Storm Sewer Flush Truck

Public Works Director, Rob Kissler, explained that following research into the appropriate brand of jetting/flushing truck for the city, staff recommends a VAC-CON. A 2007 fully equipped truck will cost $322,700. Purchase will allow staff to begin the second year implementation of the Stormwater Management Plan on time. Staff recommends that Council authorize said purchase. Mr. Kissler then fielded questions regarding features of the truck.

Councilor Walsh moved to adopt a Resolution Authorizing the City Manager to Purchase Jetting/Flushing Truck for the Stormwater Management Program. Councilor Taylor seconded. Motion passed unanimously as follows:

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

c. RESOLUTION ~ Authorizing Interfund Borrowing

Finance Director Susan Gahlsdorf explained that this action was for furnishing the new Civic Center and purchasing the Storm Sewer Truck giving details on the benefits of this borrowing.

Councilor Walsh moved to adopt a Resolution Authorizing an Interfund Loan to the General Fund and the Stormwater Fund from the Transportation Improvement Fund. Councilor Taylor seconded. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. RESOLUTION ~ Declaring the City's Election to Receive State Shared Revenue
RESOLUTION ~ Certifying the City of Keizer Provides Four or More Services
B. RESOLUTION ~ Approving Engineer's Report for Taylor Ridge Street Lighting District.
C. Approval of April 14, 2008 Work Session Minutes.

Councilor McKane pulled Item C.

<u>Councilor Walsh moved to approve Items A and B of the Consent Calendar. Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

Councilors McKane and Taylor noted that they were absent from the April 14 Work Session so they would abstain on the vote.

<u>Councilor Walsh moved for approval of Item C of the Consent Calendar. Councilor Clark seconded. Motion passed unanimously as follows:</u>

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

COMMITTEE REPORTS

Councilor Taylor reported that:

- The Keizer Points of Interest Committee (KPIC) chair had suggested that the committee was no longer needed but members agreed that there was still a need for the committee. He noted that partnering with other committees was discussed as well as taking on designation of heritage trees. Council then discussed protection of the Christmas tree.
- Bikeways Committee toured Keizer Rapids Park and were impressed.

Councilor Clark reported that she attended

- Mid-Willamette Advisory Commission on Transportation (MWACT) meeting to review Surface Transportation Improvement Program (STIP) projects. She reviewed projects of interest.
- Chemawa Interchange Management Plan meeting; Nate Brown and Rob Kissler are on the technical end of this. The study area is from Book Lake to Hayesville.
- Oregon Municipal Planning Organization Consortium (OMPOC) training on what transportation planners need to know about state and regional planning requirements.
- Leadership Youth graduation. This program provides Keizer with a youth councilor every year. She congratulated all three graduates.

- Keizer Fire District Citizen Advisory Committee meeting to provide input on how the district is doing and how they can improve. She commended them for working cooperatively with agencies and community groups.

Councilor Walsh reported that:

- He would be meeting with the Oregon Parks and Recreation Department and the Bureau of Land Management to tour the Keizer Rapids Park with the Making Keizer Better Foundation which is moving forward with the August RIVERfair.
- Library Task Force will probably not have any more meetings. The final report is being prepared. The Community Library, however, will continue to function and is looking for volunteers to work on library issues.
- He visited with Rick Day at Advantage PreCast and they have some impressive things being cast for the amphitheater at Keizer Rapids Park.
- Salem-Keizer Area Transportation Study (SKATS) meeting was postponed until June.
- Personnel Policy meeting met and needs to review all policies because laws have changed.
- James Robles of Keizer got his Eagle award from the Boy Scouts.

Mayor Christopher reviewed vacancies on various city committees and urged citizens to volunteer.

Councilor Moir reported that

- RIVERfair will be held Saturday, August 9.
- Governor's Task Force on Veterans Services would like the Council to consider providing links for services to veterans on the Keizer website.
- Planning Commission meeting is on June 18.

Councilor McKane reported on dates and times of upcoming Traffic Safety Commission and Parks Board meetings as well as the official opening of the Keizer Rapids Park dog park.

OTHER BUSINESS

a. New Business

b. Old Business

City Manager Chris Eppley distributed a request from the Keizer Community Library regarding designating up to 2,000 square feet of the new civic center as a library. He noted that this change of use would require some construction changes so a decision would need to be made quickly. Following discussion, Councilors each noted that they could not support this.

Rob Kissler reported that

- Dearborn paving should be complete by the end of June
- Construction has begun for the new access at Keizer Rapids Park and the fence should be in place soon.

Assistant to the City Manager, Kevin Watson, reported that the Request for Proposals for the TD Keizer Statue has been distributed and favorably received. Proposal deadline is July 18. Keizer Points of Interest Committee will review these at their July meeting.

Youth Councilor Alex James reported that:

- McNary seniors graduate Friday
- McNary Site Council is looking to renew the Peer Helper Program but will need to hire another staff member. They are also looking to add a group advisory group.
- He attended the Red Cross National Youth Institute conference in St. Louis and it was amazing.
- He will be serving as the Youth Councilor until he is replaced.

Mayor Christopher reported that Keizer Saturday Market will be held at Faith Lutheran Church from 9 a.m. to 1 p.m. on Saturdays.

WRITTEN COMMUNICATIONS

Mayor Christopher reviewed the following correspondence:

- A Keizer resident complained about the Iris Festival litter, noise, street closure and public drunkenness. The writer suggested the Iris Festival take place on Cherry Avenue. Mayor Christopher voiced appreciation for the suggestion and explained that the intent is to bring folks to River Road.
- A note thanking City Hall (specifically Richard Walsh and Rob Kissler) for the newly developed dog park.
- Letters from Gubser Third Grade class regarding communities and citizenship with suggestions on how they could improve their communities.

AGENDA INPUT

June 9, 2008

5:45 p.m. City Council Work Session

June 16, 2008

7:00 p.m. City Council Meeting

- Public Hearing – Periodic Review Work Plan
- Public Hearing – Setting Water Rates (2008)
- Surplus Property Ordinance

July 7, 2008

7:00 p.m. City Council Meeting

July 14, 2008

5:45 p.m. City Council Work Session

- Periodic Review/Urban Growth Boundary Discussion

ADJOURNMENT Mayor Christopher adjourned the meeting at 9:52 p.m.

APPROVED:

MAYOR:

____

Debbie Lockhart, Deputy City Recorder

____

Lore Christopher

COUNCIL MEMBERS

__________________________	__________________________
Councilor #1 – David McKane	Councilor #4 – Cathy Clark
__________________________	__________________________
Councilor #2 – Brandon Smith	Councilor #5 – Richard Walsh
__________________________	__________________________
Councilor #3 – Jacque Moir	Councilor #6 – James Taylor

Minutes approved:

____

MINUTES
KEIZER CITY COUNCIL REGULAR SESSION
Monday, June 16, 2008
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:	Staff:
Mayor Lore Christopher	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jim Taylor, Councilor	Nate Brown, Comm.Dev. Director
Jacque Moir, Councilor	Rob Kissler, Public Works Director
Brandon Smith, Councilor	Machell DaPina, HR Director
Cathy Clark, Councilor	Kevin Watson, Asst. to the City Mgr.
Alex James, Youth Councilor	Captain Jeff Kuhns, Police
Absent:	Susan Gahlsdorf, Finance Director
David McKane, Councilor	Tracy Davis, City Recorder

FLAG SALUTE

Youth Councilor Alex James led the pledge of allegiance.

PUBLIC TESTIMONY

Clint Holland, Keizer, representing the Parks Advisory Board, reported that the Board was asked to develop a plaque commemorating the Charge family and their part in the formation of Keizer Rapids Park. Councilor Walsh interjected that the Board has requested that the Keizer Points of Interest Committee research materials, develop the verbiage, determine a location and bring a recommendation to the Board. Mr. Holland then continued reviewing Board activities: park improvements and plantings, interaction with other groups, discussions with 24J, and amphitheater progress. Discussion then took place regarding poison oak.

Jordan Bailey and *Brian Mow, Keizer,* requested that the social gaming ordinance be changed to allow Texas Hold'em Poker. City Attorney Shannon Johnson reviewed the history of this issue and the ordinance with Chief Adams providing additional details. Mr. Bailey responded that there are facilities in Eugene and Bend that allow this. Mayor Christopher encouraged Mr. Bailey and Mr. Mow to present a formal written proposal to Council.

Rob Kissler, Public Works Director, Keizer, introduced three Public Works employees: **Terry Witham, Dave Ratliff** and **Matt Reyes**, giving a brief background on each. Mayor Christopher then presented each with their Ten-Year Service Awards.

PUBLIC HEARING

a. Servicios Monarca Off-Premises Liquor License

City Manager Chris Eppley reported that an application was submitted for an Off Premises Sales Liquor License for Servicios Monarca, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing Council approve the application.

Mayor Christopher opened the Public Hearing.

City Attorney Shannon Johnson noted that his office has a conflict of interest in this matter in that his office has represented an opponent to this issue. This is a "Current Client Different Matter Conflict". He explained that he can represent the City but both parties must waive the conflict of interest. Dr. Burnett has already done so.

<u>Councilor Walsh moved to suspend the rules. Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

<u>Councilor Walsh moved to waive the conflict in this matter and allow Mr. Johnson to continue to represent the City. Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

Dr. Robert C. Burnett, Keizer, voiced opposition to this application noting that he felt there were enough establishments selling liquor in this area. Mr. Burnett then fielded questions from Councilors and discussion took place regarding density.

With no further testimony, Mayor Christopher closed the public hearing.

<u>Councilor Walsh moved to recommend approval of the application for a Limited On-Premises liquor license for Servicios Monarca under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Motion passed unanimously as follows:</u>

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

b. ORDINANCE ~ Setting Water Rates

City Manager Chris Eppley reminded Council that this methodology was adopted in 2002 and modified in 2004 and shows a 3% system wide increase necessary to cover operating and infrastructure costs. The increase was incorporated into the Council Adopted FY08-09 Budget. Public Works Director Rob Kissler then fielded questions regarding methodology, fire protection and the effective date.

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

Mayor Christopher reported that she had become aware of the dual-flush toilets and the City is considering developing an incentive plan for dual-flush toilets that conserve water. Community Development Director, Nate Brown added that the building code requires a certain level of water flow but the new technology may make that unnecessary. He is waiting for more information.

<u>Councilor Walsh moved to adopt an Ordinance Setting Water Rates (2008); Repealing Ordinance 2007-561. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

c. City of Keizer Comprehensive Plan Periodic Review Work Program

Community Development Director Nate Brown reported that the City has been notified by the Department of Land Conservation and Development (DLCD) to begin the Periodic Review process which is a statutory requirement every 10 years to assure that the Comprehensive Plan and Zoning Ordinances are accomplishing State goals. He reviewed six tasks that have been identified noting that the City intends to request funding from the DLCD to accomplish these tasks. Mr. Brown then fielded questions regarding the visioning process and was urged to include the Keizer future process as a starting point.

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

<u>Councilor Walsh moved to approve the proposed Periodic Review Work Plan. Councilor Taylor seconded. Motion passed unanimously as follows:</u>

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

d. RESOLUTION ~ Forming Craftsman Ridge Street

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

Lighting District

Public Hearing to consider oral objections and written remonstrances to the formation of Craftsman Ridge 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 Christopher opened the Public Hearing.
With no testimony, Mayor Christopher closed the Public Hearing.

Mayor Christopher noted that she would abstain from voting on this issue because she is building a duplex in the subject district.

Councilor Walsh moved to adopt a Resolution Forming Craftsman Ridge Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed as follows:

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

ORDINANCE ~ Spreading Assessments to Craftsman Ridge Street Lighting District

Councilor Walsh moved to adopt a Bill for an Ordinance Spreading Assessments to Craftsman Ridge Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed as follows:

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

d. RESOLUTION ~ Forming Taylor's Ridge Street Lighting 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 Taylor's Ridge 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 Christopher opened the Public Hearing.
With no testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to adopt a Resolution Forming Taylor's Ridge Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed as follows:

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

ORDINANCE ~ Spreading Assessments to Taylor's Ridge Street Lighting District

Councilor Walsh moved to adopt a Bill for an Ordinance Spreading Assessments to Taylor's Ridge Subdivision Street Lighting Local Improvement District. Councilor Taylor seconded. Motion passed as follows:

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

ADMINISTRATIVE ACTION

a. ORDINANCE ~ Approving JDC Homes' Application for a Comp Plan/Zone Change/Lot Line Adjustment/ Subdivision Application – Case No. 2008-06 (Bowden Estates)

City Attorney Shannon Johnson reminded Council that his office had been directed to prepare an appropriate ordinance approving the subject land use action and it is in front of Council now for action. He added that there had been discussion regarding the fence so standards had been upgraded and a cash payment to defray future maintenance costs has been included. He then fielded questions regarding maintenance bonds and modification of the fencing.

Following lengthy discussion regarding possible removal of the fence, Mr. Johnson suggested the following verbiage be added to the end of Section 9, Subsection A: "*However, the City shall have the right to remove the fence if the urban growth boundary expands or the city limits expand in this area. In the alternative, the fence can be removed if the adjoining property owner agrees with its removal.*" Council agreed by consensus to accept this language.

Councilor Walsh moved to adopt a Bill for an Ordinance in the Matter of the Multiple Application Submitted by Doug Harnar of JDC Homes, LLC for a Comprehensive Plan Map Change, Zone Change, Lot Line Adjustment and Subdivision (Case No. 2008-06) (Adoption of Hearings Officer Recommendation) as modified. Councilor Clark seconded. Motion passed as follows:

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

b. ORDINANCE ~ Disposing of City Owned Surplus Property

City Attorney Shannon Johnson noted that this had come before Council several months ago and reviewed changes that had been made including grouping of items and annual reporting to Council. Following lengthy discussion regarding disposition of property through various internet sites, auctions and trading, Council directed that the Ordinance should be reworked and brought back at the next meeting.

c. RESOLUTION ~ Keizer Heritage Foundation Lease Agreement –

City Attorney Shannon Johnson reminded Council that the Keizer Heritage Foundation owns the structure known as the Old Keizer School and has a long term ground lease from the City for placement of the Old School. The amendment deals specifically with the civic center project and redrawing of the leased premises. Mr. Johnson clarified that the leased premises is the area used for the premises and the gazebo, not

Third Amendment

the parking lot. Following lengthy discussion regarding parking exclusivity and flexibility, Mr. Johnson agreed to rework the agreement and bring it back to Council at the next meeting.

d. RESOLUTION ~ Approval of Transfer of Appropriation – Keizer Station LID Expense

City Manager Chris Eppley explained that this resolution is done to comply with recommendations in the Oregon Department of Revenue Budget Manual.

<u>Councilor Walsh moved to adopt a Resolution Authorizing Appropriation Transfer. Councilor Taylor seconded. Motion passed as follows:</u>

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

CONSENT CALENDAR

A. RESOLUTION ~ Authorizing the City Manager to Enter Agreement for Collection Agency Services

<u>Councilor Walsh moved to approve the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:</u>

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

COMMITTEE REPORTS

Mayor Christopher presented a gift to Youth Councilor Alex James. He explained that he would be attending Chemeketa or Linn Benton Community College for two years and then Oregon State University.

Councilor Taylor reminded everyone of the upcoming Keizer Points of Interest and Bikeways Committee meetings.

Councilor Clark congratulated the McNary Class of 2008 and wished good luck to the McNary students participating in the German-American partnership program. She then reported that:

- The Mid-Willamette Advisory Commission on Transportation had discussed the 2010-2013 Transportation Improvement Plan and welcomed the new Region 2 Manager, Jane Lee.
- She had joined the Chamber in welcoming Jamba Juice to Keizer Station
- Iris Council met on June 10 to do wrap up for 2008. The 2009 theme will be "On the Move" and the new artwork has been selected.
- She attended the board meeting for Oregon Municipal Planning Organizations Consortium representing Salem-Keizer Area Transit Study. She distributed maps showing travel patterns throughout the state. The Oregon Transportation Commission will discuss this in July. The Consortium will meet again on August 15 in Rogue Valley.

Councilor Walsh reviewed meeting dates for Salem-Keizer Area Transit Study and the Ethics Committee; congratulated Jamba Juice and McNary students and reported that:

- Government Affairs has endorsed the School Board Bond request.
- Commissioners' breakfast was well attended with Commissioners showing an eagerness to work with Keizer on the Periodic Review.
- Library Task Force will meet on July 3. There does not appear to be a group taking up the challenge to raise $19,000 so a back-up plan will be discussed.
- Dog Park tours were given during the past week.
- A newsmakers presentation on the dog park will be aired on CNN/Comcast network.

Mayor Christopher reviewed volunteer opportunities on the following committees: K23, Budget, Planning Commission, Bikeways and Stormwater.

Councilor Smith reminded everyone of Volcanoes opening night.

Councilor Moir reminded everyone of the upcoming Planning Commission meeting.

OTHER BUSINESS

a. New Business

b. Old Business

Assistant to the City Manager, Kevin Watson, reported that the RFP on the T.D. Keizur statue closes on July 18; he has sent out about 8-10 to interested parties.

Community Development Director, Nate Brown:

- Noted that Planning Commission and Sam Litke have been active in the development of the Periodic Review process.
- Referred to a Salem-Keizer Area Transit Study (SKATS) memo, suggested possible projects and requested that this matter be discussed in more detail at the next Council meeting. Discussion took place regarding KROC center pedestrian safety and light rail.
- Reviewed progress on the water feature at River/Lockhaven.

Youth Councilor Alex James reported that:

- Recently the Red Cross and Youth Council participated in the Relay for Life and over 350 survivors participated, himself included. The goal of $350,000 for research was exceeded.
- McNary Band will be collecting bottles and cans September 2 and 3 as a fundraiser.

Councilor Walsh reminded Council that the Parks Advisory Board had recommended that the Keizer Points of Interest Committee undertake the task of the historical/commemorative marker at Keizer Rapids Park and questioned how Council should recommend this. City Attorney Shannon Johnson noted that it could be done by consensus.

<u>Council agreed by consensus to have Keizer Points of Interest research the historical/commemorative marker at Keizer Rapids Park</u>. Councilor Taylor agreed to bring this to the committee.

Councilor Moir

- Reminded everyone that the Marion County Fair is July 10 - 13.
- Proposed that the land where the Christmas tree is located be named Wallery Plaza to recognize his dedication and efforts in the Christmas tree lighting. Following some discussion regarding including Randy Cook, it was agreed that this should be put on the agenda for the next meeting.

WRITTEN COMMUNICATIONS None

AGENDA INPUT

July 7, 2008

5:45 p.m. – Executive Session

- City Manager Performance Evaluation

7:00 p.m. City Council Meeting

July 14, 2008

5:45 p.m. City Council Work Session

- Periodic Review/Urban Growth Boundary Discussion

July 21, 2008

7:00 p.m. City Council Meeting

Council agreed to schedule an executive session to discuss a property issue on July 14 at 5:45 and to move the work session to 6:15.

ADJOURNMENT Mayor Christopher adjourned the meeting at 10:15 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

~ Absent ~ Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Brandon Smith	Councilor #5 – Richard Walsh
Councilor #3 – Jacque Moir	Councilor #6 – James Taylor

Minutes approved: