

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**

Tuesday, July 6, 2010

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

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

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

5. PUBLIC HEARINGS

- a. **ORDINANCE** – Relating to Solid Waste Management in the City of Keizer (Repealing Ordinance No. 96-350 and Ordinance 2003-482)
ORDER – In the Matter of the Amendment of Rates for Residential Service Franchise Solid Waste Collection Within the City of Keizer Effective September 1, 2010 (Food Waste and yard Debris Weekly Collection)

6. ADMINISTRATIVE ACTION

- a. **RESOLUTION** – Authorizing Mayor to Enter Into the Local Agency Agreement/Transportation Enhancement Program Project with Oregon Department of Transportation for Chemawa Road – River Road to Keizer Rapids Park Project

7. CONSENT CALENDAR

- a. Extending Keizer Rotary Amphitheatre Task Force

- b. **RESOLUTION** – Authorizing the City Manager to Enter Into Agreements Through Auto Leasing Specialists LLC for Police Vehicles
- c. **RESOLUTION** – Special Event Sign – Keizer Chamber – Good Vibrations Motorcycle Event
- d. Approval of June 7, 2010 Regular Session Minutes

8. **COMMITTEE REPORTS**

- a. Appointment to the Keizer Bikeways Committee (Rick Jorgensen)

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 12, 2010

5:45 p.m. – City Council Work Session

- Keizer Chamber of Commerce

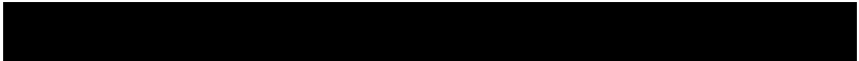
July 19, 2010

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

August 2, 2010

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

12. **ADJOURNMENT**



CITY COUNCIL MEETING: July 6, 2010

AGENDA ITEM NUMBER: _____

TO: MAYOR AND CITY COUNCIL

**FROM: CHRISTOPHER C. EPPLEY
CITY MANAGER**

SUBJECT: FOOD WASTE COMPOSTING PROGRAM

BACKGROUND

Loren's Sanitation Services and Valley Recycling and Disposal, our two franchised solid waste haulers and recyclers will be rolling out a new food waste composting program to the citizens of Keizer starting on September 1. This program will allow customers to place food waste items directly into their existing green bins along with yard waste and debris. The types of materials that can be composted include meats, proteins, dairy products, fruits, vegetables, grains, cereals, breads, egg shells, bones, pizza boxes, coffee grounds, coffee filters, paper towels and napkins. This new service is included in the existing rate structure and will utilize the current bi-weekly pick-up schedule.

If the City Council wishes to implement weekly pick-up of the green bin due to the inclusion of food waste (blue bin would continue to be collected on a bi-weekly basis), the additional charge would be \$1.68 per month per account. Bi-weekly pick-up of food waste items is not known to create a nuisance or vector control issue but there is some thought that the City Council may be more comfortable with a weekly collection schedule if food waste is included in the green bin.

The Solid Waste Ordinance was last amended in 2003 when the franchisees requested clarification of the recyclable program. The franchisees have requested that the Solid Waste Ordinance be amended to clarify sections, add definitions that are commonly used in solid waste management, and to add the new food waste composting program. I have attached a redlined version that shows the new requested language in red. This version also incorporates the 2003 amendment.

RECOMMENDATION

Open the public hearing and take testimony. If there are no remaining questions, close the public hearing. After the public hearing is closed, staff recommends that the Council take the following action:

1. Adopt the attached Ordinance relating to Solid Waste Management.

2. Determine whether to direct the waste haulers to implement a weekly or bi-weekly collection schedule for food waste materials that will now be comingled with yard debris in the green bins. If the Council determines that a weekly collection schedule is appropriate then staff recommends that the Council direct staff to adopt the attached order increasing monthly waste collection rates by \$1.68 per account to accommodate the new service schedule.

SOLID WASTE ORDINANCE

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1 BILL NO. _____

A BILL

ORDINANCE NO.

2010-_____

3 FOR

4
5 AN ORDINANCE

6
7 RELATING TO SOLID WASTE MANAGEMENT IN
8 THE CITY OF KEIZER; REPEALING ORDINANCE NO.
9 96-350 AND ORDINANCE 2003-482

10
11 The City of Keizer ordains as follows:

12 Section 1. SHORT TITLE.

13 This Ordinance shall be known as the "Solid Waste Management Ordinance" and
14 shall be so cited and pled.

15 Section 2. PURPOSE, POLICY AND SCOPE.

16 A. In order to protect the health, safety, and welfare of the people of the City
17 of Keizer; to provide a coordinated program of collection and disposal of
18 waste and solid waste; and to provide a viable franchise system for
19 collection and disposal of waste and solid waste within the city limits of
20 the city of Keizer, it is declared to be the public policy of the City of
21 Keizer to regulate the collection, transportation, and disposal of waste and
22 solid waste in order to:

- 23 1. Provide for safe and sanitary collection, transportation, and
24 disposal of waste and solid waste.
25 2. Provide a coordinated citywide program for control of waste and

solid waste in coordination with federal, state, and local agencies.

3. Provide for and encourage research, study, surveys, and demonstration projects on developing more sanitary, efficient, and economical solid waste disposal systems and programs.
4. Set collection rates that are just, fair, reasonable, and adequate to provide necessary public service to the people of the city of Keizer.
5. Provide for economically feasible resource recovery, or energy recovery.
6. Prohibit rate or service practices that might be discriminatory.
7. Conserve energy and material resources.
8. Prevent overlapping service and thereby increase efficiency and minimize consumer cost and further, to decrease truck noise, street wear, waste of energy, air pollution and public inconvenience.
9. Protect the public health and environment.
10. Provide public collection service standards.
11. Protect against improper and dangerous handling of hazardous wastes.
12. Provide a basis and incentive for investment in solid waste equipment, facilities, sites and technology.

13. Provided a basis for future regulation of solid waste management in compliance with all state statutes and regulations.

Section 3. DEFINITIONS.

A. "City Council" means the City Council of the City of Keizer.

B. "Collection vehicle" or "transportation vehicle" means any vehicle used to collect or transport solid waste, recyclable materials, or compostable materials.

C. "Co-Mingled" means two or more recyclable materials collected together (i.e. not separated), in the combination of recyclable materials allowed by the City.

D. "Compact and compaction" means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material. "Compaction" means shredded, manually compacted or mechanically compacted material.

~~EE~~. "Compensation" means:

1. Any type of consideration for solid waste management service, including but not limited to, any direct or indirect ~~provisions for~~ payment of money, including the proceeds from resource recovery, or the provision of goods, services, or other benefits to tenants, lessees, occupants, or similar persons as part of rent. For purposes

of this section, it is presumed that all services provided by a lessor or landlord are received for consideration for rent.

2. The exchange ~~offer~~ for services between persons.

3. Payment for collection, removal, or disposal of solid waste, recyclable materials and compostable materials.

F. "Compost or composting" means the controlled biological decomposition of compostable material or the product resulting from such process.

G. "Compostable material" means yard debris, food waste and food soiled paper when source separated for composting, but does not include food soiled paper containing plastic or any other material that inhibits controlled biological decomposition.

~~H~~D. "Dispose" or "disposal" means the accumulation, storage, collection, placement, depositing or transportation of solid waste or recyclable materials.

~~I~~E. "Disposal site" means land and facilities used for the disposal handling or transfer of or energy recovery, material recovery and recycling from solid waste, including but not limited to, dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank transfer stations, energy recovery facilities, pumping or cesspool cleaning service, composting plants, and land and facilities variously used for solid waste

disposal at a disposal site, salvage sites, incinerators for solid waste delivered by the public or by a franchised collector or franchised transporter of solid waste or recyclable material; but the term does not include a hazardous waste facility subject to the permit requirements of ORS Chapter 466 or a landfill site which is used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar nondecomposable materials, unless the site is used by the public, either directly or indirectly.

J. “Food soiled paper” means paper products that have been in contact with food or food waste to the degree that they would not be able to be recycled into new paper products. Food soiled paper includes, but is not limited to, used paper table covers, used napkins, pizza boxes, coffee filters and waxy corrugated cardboard. Food soiled paper does not include unsoiled cardboard, paperboard, newspaper or office paper.

K. “Food waste” means all waste from meats, fish, shellfish, grains, fruits and vegetables, which attends or results from the storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes, but is not limited to, excess, spoiled or unusable food or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads and dough, incidental amounts of edible oils, and organic waste from food

processing. Food waste does not include large amounts of oils and meats which are collected for rendering, fuel production or other refuse applications. Food waste does not include dead animals or animal excrement.

LF. "Franchise" means a contract or agreement entered into by the City of Keizer to provide exclusive service pursuant to this Ordinance, including but not limited to, collection, storage, transfer stations, transportation, transfer or disposal at a disposal site.

M. "Franchisee" means a person holding a franchise.

N. "Generator" means the person who produces ~~the~~ solid waste, compostable material or ~~and~~ recycling material to be placed, or that is placed, out ~~and places it~~ for collection and disposal. As used in this Ordinance, "generator" ~~The term~~ does not include any person who manages an intermediate function resulting in the alteration of ~~altering~~ or compaction of the solid waste, compostable material or recyclable material after it has been produced ~~compacting the material after it has been produced by the generator and placed out for collection and disposal.~~

OG. "Hazardous waste" means that waste defined by ORS Chapter 466 and as defined by the rules and regulations adopted by the Environmental Quality Commission to implement ORS Chapter 466.

P. "Mixed composting" means the process where two or more types of compostable materials are collected together (ie. not separated), in a combination allowed by the City Manager.

Q. "Mixed recycling" means the process where two or more types of recyclable materials are collected together (ie. not separated), in a combination allowed by the City Manager.

~~R.H.~~ "Person" means the United States or agencies thereof; any state, public, or private corporation; local government unit; public agency; individual; partnership; association; firm; cooperative; trust; estate or any other legal entity, subcontractor or combination thereof. For the purposes of this Ordinance, "person" also includes those residing in or conducting business or activities in the city of Keizer, and also includes persons who transport solid or liquid waste from outside the city of Keizer to a disposal, transfer or resource recovery site or facility within the city of Keizer.

S. "Placed for collection" means to put solid waste, recyclable material or compostable material out for collection by a franchisee, as provided in this Ordinance.

T. "Receptacle" means a can, cart, bin, container, drop box or other vessel used for the collection and disposal of solid waste, recyclable material or compostable material that has been approved by the City and into which

1 solid waste, compostable material or recyclable material may be placed for
2 such collection and disposal.

3 U. “Recyclable Material” means any material or group of materials that can
4 be collected and sold for recycling at a ~~net~~ new cost equal to or less than
5 the cost of collection and disposal of the same material. ~~Recyclable~~
6 ~~materials shall be periodically determined by City Council resolution and~~
7 ~~shall be consistent with state statute and rules promulgated thereunder by~~
8 ~~the Department of Environmental Quality.~~

9 V. “Recycling” means any process by which solid waste is transformed into
10 new or different products in such a manner that the original products may
11 lose their original identity.

12 W~~I~~. “Regulation” or “rule” means an Order of the City Council issued pursuant
13 to this Ordinance.

14 X. “Resource recovery” means any process of obtaining from solid waste, by
15 presegregation or otherwise, materials that have useful physical or
16 chemical properties, that can be reused or recycled for some purpose,
17 including but not limited to energy production or materials recovery.

18 Y. “Reuse” means the return of waste into the economic stream, to the same
19 or similar use or application without change in the waste’s identity.

20 Z~~J~~. “Sanitary landfill” means a disposal site for solid waste by compaction in

or upon land and cover of all waste deposited there with earth or other approved cover material at least once each operation day or as approved and operated in compliance with a permit issued by the Department of Environmental Quality. Solid waste that is taken to a "Sanitary landfill" may be taken first to the Marion County Waste-to-Energy facility.

~~AAK~~. "Service" means the collection, storage, transportation, transfer or disposal of solid waste by a franchisee, including such activities that result in recycling or resource recovery.

~~ABL~~. "Service area" means a geographical area or transportation route in which solid waste management service, other than the operation of the disposal site, is provided.

~~ACM~~. "Solid waste" means all useless or discarded putrescible and nonputrescible wastes, including but not limited to, garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge; useless or discarded commercial, industrial, demolition and construction materials; discarded or abandoned vehicles or parts thereof; discarded home and industrial appliances; manure; vegetable or animal solid and semisolid wastes; dead animals, infectious waste as defined in ORS 459.386, or other wastes; but the term does not include:

1. Hazardous wastes as defined by ORS 466.005 or amendment thereto, or as defined by regulation adopted by the Department of Environmental Quality or Environmental Quality Commission.
2. Materials used for fertilizer or for other purposes or which are salvageable, as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowl or animals.

AD. "Solid waste management" means the business of collection, transportation, storage, treatment, utilization, processing, disposal, recycling and resource recovery of solid waste.

AE. "Source Separate" means the person who last uses recyclable material separates the recyclable material from other solid waste.

AFN. "Transfer site" or "transfer facility" means a fixed or mobile facility used as an adjunct to collection vehicle(s), a resource recovery facility, or a disposal site and used between the collection of the waste/solid waste and the disposal site, including but not limited to, another vehicle, a concrete slab, pit, building, hopper, railroad gondola or barge. "Transfer site" or transfer facility" does not include a self-propelled compactor type solid waste or recycling collection vehicle into which scooters, pickups, small packers or other satellite collection vehicles dump collected solid waste or

recycling for transport to a transfer, disposal, landfill or resource recovery site or facility.

~~O. "Source Separate" means the person who last uses recyclable material separates the recyclable material from other solid waste.~~

~~P. "Recyclable Material" means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material. Recyclable materials shall be periodically determined by City Council resolution and shall be consistent with state statute and rules promulgated thereunder by the Department of Environmental Quality.~~

~~Q. "Co-Mingled" means two or more recyclable materials collected together (i.e. not separated), in the combination of recyclable materials allowed by the City.~~

~~R. "Compaction" means shredded, manually compacted or mechanically compacted material.~~

~~S. "Generator" means the person who produces the solid waste and recycling and places it for collection and disposal. The term does not include a person who manages an intermediate function of altering or compacting the material after it has been produced by the generator and placed for collection and disposal.~~

1 AG. "Yard debris" means all vegetative waste generated from property
2 maintenance and/or landscaping activities, including, but not limited to,
3 grass clippings, leaves, hedge trimmings and small tree branches, but
4 excluding tree stumps and other similar bulky woody materials.

5 Unless otherwise defined in this Section, the language used in this
6 Ordinance shall have the meanings as defined in Chapters 459 and 459A
7 of the Oregon Revised Statutes, including any amendments thereto.

8 Section 4. ADMINISTRATION.

9 The City Manager or his designee shall be responsible for the administration and
10 enforcement of this Ordinance. Whenever this Ordinance refers to the City Manager,
11 that reference shall include the City Manager's designee.

12 Section 5. PROHIBITIONS.

13 A. Except as provided in this Ordinance, no person shall pick up, store,
14 collect, transport or dispose of any solid waste or recyclable materials for
15 compensation within the city limits of the city of Keizer unless such
16 person has a valid franchise currently in effect and issued in accordance
17 with the provisions of this Ordinance.

18 B. No person, legal entity or franchised collector who owns or operates a
19 vehicle hauling solid waste or recyclable materials within the city limits of
20 the City of Keizer shall permit waste or solid waste to be hauled in the

vehicle without a cover, nor permit solid waste or recyclable materials to be thrown from the vehicle.

C. No person shall place hazardous waste into any solid waste, recyclable material or compostable material receptacle ~~container~~ or drop box supplied by a franchisee, or place any hazardous waste out for collection or disposal by a franchisee, without prior written approval from the franchisee.

D. No generator shall place chemicals, paint, corrosive materials, infectious waste or hot ashes into a receptacle intended for collection service. When materials, generator abuse, fire, or vandalism causes excessive wear or damage to a receptacle provided by franchisee, the cost of repair or replacement may be charged to the generator.

E. No person other than franchisee shall remove, alter or compact solid waste or recyclable materials in any receptacle intended for recycling and solid waste collection by franchisee, unless that person is the generator of such material.

F. No person shall:

1. Enter into a receptacle for the purpose of compacting the contents of the receptacle.

2. Remove a receptacle from the location where the receptacle was placed for collection, unless the person is authorized to do so by the

generator.

3. Remove the lid from any receptacle and remove, disturb, collect or scatter solid waste, recyclable material or compostable material placed in such receptacle or deposit such material into such receptacle, unless the person is authorized to do so by the generator.

Section 6. EXEMPTIONS.

A. Except as specifically provided elsewhere in this Ordinance or by state statute or Department of Environmental Quality regulations, Section 5, paragraph A, of this Ordinance shall not apply to:

1. The collection, transportation and reuse or recycling of totally source-separated materials or operation of a collection center for totally source-separated materials by a religious, charitable, benevolent or fraternal organization, which organization was not organized nor is operated for any solid waste management purpose and which organization is using the activity for fund raising; including, without limitations, scouts and churches.
2. The collection, transportation or redemption of returnable beverage containers under that portion of ORS Chapter 459A, commonly known as the "Bottle Bill".

3. The generator or producer who transports and disposes of solid waste created as an incidental part of regularly carrying on the business or service of auto wrecking or auto body recovery, to the extent licensed by the State of Oregon; a person that transports and disposes of solid waste created as an incidental part of regularly carrying on the business or service of demolition, land clearing or construction; a person that transports and disposes of solid waste created as an incidental part of regularly carrying on the business of janitorial service. "Janitorial service does not include cleanup or collection of accumulated or stored wastes generated or produced by a property owner or occupant or other persons; a person that transports and disposes of solid waste created as an incidental part of regularly carrying on the business of; gardening, park maintenance or landscaping services; street sweeping; ~~auto body recovery~~; or septic tank pumping or sludge collection. ~~"Janitorial service" does not include cleanup or collection of accumulated or stored wastes generated or produced by other persons.~~
4. The transportation by a person of solid waste or recyclable materials generated or produced by such person to a disposal site located outside the city limits of the City of Keizer or to a market.

5. The collection or purchase of recyclable material which is:
 - a. Source-separated by the generator; and
 - b. Purchased from or exchanged by the generator for fair market value for recycling or reuse.

B. Further Exemptions.

The City Council may authorize further exemptions to provisions of this Ordinance at the City Council's discretion and based upon the following criteria:

1. The existing franchise holder cannot provide the required service so as to make the exemption unnecessary;
2. Unnecessary or unreasonable hardships or practical difficulties exist which cannot be solved by the existing franchise holder without unreasonable expenditure of funds and can only be relieved by the granting of an exemption;
3. Exceptional or extraordinary circumstances or conditions, not created by the franchise holder, which cannot be remedied without the unreasonable expenditure of funds and which involve land, sanitary landfill, buildings, transfer stations, or similar solid waste disposal facilities;
4. The granting of the exemption will not be materially detrimental or

1 have a substantial impact on service, consumer rates or the
2 franchised collector in the particular service area where the
3 exemption is requested.

4 5. The applicant has the necessary equipment, personnel and/or
5 money to effectuate the terms of the exemption.

6 C. Applications for Further Exemptions.

7 1. An application for further exemption under this Ordinance shall be
8 filed with the City Manager on a form to be determined and
9 provided by the City Manager. The applicant shall pay a fee to be
10 charged for an application for an exemption equal to the fee
11 charged by the City for an application for a zoning variance.

12 2. The applicant shall provide such additional information as may be
13 reasonably required by the City Manager in order to make a
14 determination.

15 3. Notice of the application shall be posted at the Keizer City Hall.

16 4. A copy of the application shall be mailed by regular mail to the
17 affected franchise holder.

18 5. The City Manager shall make such investigation as is deemed
19 appropriate.

20 6. On the basis of the application, evidence submitted and results of

any investigation, the City Manager shall determine in writing whether an application shall be granted, granted with modifications or conditions, or denied. Such determination shall be based on the criteria set forth in Section 6.B., subsections 1.-5., of this Ordinance.

7. The City Manager's determination shall be issued no earlier than twenty-one (21) days from the date on which the notice of application is posted at the Keizer City Hall or the copy of the application is mailed to the affected franchise holder, whichever occurred last. The franchise holder or any other interested person may comment on the application within that time period. A copy of the written determination shall be mailed to the applicant and the affected franchise holder.

8. The City Manager's determination shall become final and effective thirty (30) days after it is issued unless prior to said effective date either the applicant or the affected franchise holder files a written request for a public hearing with the City Recorder or the City Council requests that the matter be set for hearing.

9. At any public hearing conducted pursuant to this section, the City Manager shall provide information and recommendations to the

City Council to assist it in reaching a determination. The applicant and any affected franchisee may submit relevant evidence pertaining to the criteria involved. Other interested persons and affected public or private agencies may appear and offer oral or written testimony. The applicant shall have the burden of proving the need for an exemption by substantial evidence.

10. The City Council may, following the public hearing, affirm, modify or reverse the determination of the City Manager.

11. The determination of the City Council after conclusion of any public hearing held under this section shall be final.

12. If the City Council makes a decision rejecting all or part of an application, the applicant may not submit another application which includes the same request for a period of six (6) months unless the City Council finds that the public interest requires reconsideration within a shorter period of time.

Section 7. PENALTIES.

In addition to all other remedies available to the City for enforcement of its ordinances and in addition to any other remedies contained herein, a violation of this Ordinance is an infraction under Keizer Ordinance No. 86-063 as amended.

Section 8. FRANCHISES.

1 A. Applications for Collection Franchises.

- 2 1. An application for a collection franchise under this Ordinance shall
- 3 be filed with the City Manager on a form to be determined and
- 4 provided by the City Manager. The City may set a fee to be
- 5 charged for an application.
- 6 2. The applicant shall provide such additional information as may be
- 7 reasonably required by the City Manager in order to make a
- 8 recommendation.
- 9 3. Notice of the application shall be posted at the Keizer City Hall.
- 10 4. A copy of the application shall be mailed by regular mail to all
- 11 other collection franchise holders in the City.
- 12 5. The City Manager shall make such investigation as is deemed
- 13 appropriate.
- 14 6. On the basis of the application, evidence submitted with the
- 15 application and results of any investigation, the City Manager shall
- 16 recommend to the City Council whether an application should be
- 17 granted, granted with modifications or conditions, or denied.
- 18 7. The application shall be set for public hearing before the City
- 19 Council.
- 20 8. At the public hearing conducted pursuant to this section, the City

1 Manager shall provide information and recommendations to the
2 City Council to assist it in reaching a determination. The applicant
3 and any affected franchisee may submit relevant evidence
4 pertaining to the criteria involved. Other interested persons and
5 affected public or private agencies may appear and offer oral or
6 written testimony.

7 9. The City Council may, following the public hearing, grant, grant
8 with modifications and/or conditions, or deny the application.

9 10. The determination of the City Council after conclusion of any
10 public hearing held under this section shall be final.

11 11. If the City Council makes a decision rejecting all or part of an
12 application, the applicant may not submit another application
13 which includes the same request for a period of six (6) months
14 unless the City Council finds that the public interest requires
15 reconsideration within a shorter period of time.

16 12. The applicant must show by a preponderance of the evidence that:

17 a. The applicant has a majority of the service accounts in the
18 service area for which he has applied for a collection franchise,
19 which may be evidenced by a list of customers served.

20 b. The applicant has available transportation or collection vehicle

1 or vehicles, equipment, facilities, personnel, and/or financial
2 resources to meet the needs of equipment and service
3 established by this Ordinance. If the applicant proposes to
4 serve a service area or portion thereof which is under a
5 franchise issued by the City of Keizer to another person or to
6 replace such person upon expiration of the existing franchise,
7 the person shall have available at the beginning date of the
8 proposed franchise term, transportation or collection vehicles,
9 containers and other equipment equal to that presently used in
10 the service area or the person must show that such quantity of
11 equipment is not necessary or needed for the service area or that
12 the present equipment has the ability to handle the amount of
13 solid or liquid waste.

- 14 c. The person requesting the franchise has sufficient expertise or
15 retained expertise to ensure compliance with this Ordinance.
- 16 d. If the applicant is not already serving the area proposed to be
17 served by the franchise, the person making the application must
18 show that: (i) the defined service area has not been franchised
19 to another person; or (ii) the defined service area is not being
20 presently served by the holder of the franchise; or (iii) the

1 service area is not being adequately served by the present
2 holder of the franchise.

- 3 13. Should the City Council find that a modification of the service area
4 applied for is necessary, the City Council shall convey said fact to
5 the applicant, at which time the applicant will have the opportunity
6 to appear before the City Council and comment on the proposed
7 modified service area. If the applicant accepts the modified service
8 area as found by the City Council, the applicant shall do so in
9 writing and the City Council shall order the franchise to be issued
10 for the modified service area.

11 B. Performance Bond.

- 12 1. Upon the effective date of the franchise, or at any time thereafter,
13 the City may, in its discretion, require franchisee to furnish proof of
14 the posting of an annual performance bond, running to the City,
15 with good and sufficient surety approved by the City. The bond
16 shall be conditioned that the franchisee shall well and truly
17 observe, fulfill and perform each and every term, condition, duty
18 and obligation of the franchise.
- 19 2. The amount of the bond shall be not less than \$25,000.00. The
20 amount of the bond may be reviewed annually by the City to

determine if the surety amount remains sufficient to assure continuity of collection service in franchisee's Franchise Area. At the discretion of the City, the surety bond may be reduced or waived upon request by franchisee.

3. Franchisee shall pay all premiums charged for the bond, and shall keep the same in full force and effect at all times required by the City during the term of the franchise. Failure to provide or maintain said performance bond shall be cause for modification, revocation or suspension of this franchise by the City.

4. The bond shall contain a provision that it may not be terminated or allowed to expire without thirty (30) days' written notice first being given to the City Manager.

5. The bond shall be in a form satisfactory to the City Attorney. During the term that a bond is required, franchisee shall annually file with the City Manager a duplicate copy of the bond along with written evidence of payment of the required premiums.

C. Liability Insurance.

1. Liability Insurance Requirements:

a. The franchisee shall maintain public liability and property damage insurance that protects the franchisee and the City and

its officers, agents and employees from any and all claims. The insurance shall provide coverage at all times for not less than:

i) \$50,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

ii) \$100,000.00 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence unless those damages exceed \$100,000.00, in which case the limit for any additional award of special damages shall be \$100,000.00.

iii) \$500,000.00 for any number of claims arising out of a single accident or occurrence.

iv) All costs of defense.

The limits of insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of the franchise.

b. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its

officers, agents and employees. Notwithstanding the naming of the additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

c. The insurance shall provide that the insurance shall not be canceled or materially altered without thirty (30) days' written notice first being given to the City Manager. If the insurance is canceled or materially altered within the term of this franchise, franchisee shall provide a new policy with the same terms. Franchisee agrees to maintain continuous uninterrupted coverage, in the amounts required, for the duration of the franchise.

d. The franchisee shall maintain on file with the City Manager a certificate of insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for modification, revocation or suspension of the franchise

issued hereunder.

D. Workers' Compensation Insurance.

1. Franchisee shall obtain Workers' Compensation insurance coverage for all of its workers, employees and subcontractors as provided by the Oregon Workers' Compensation Law. Franchisee shall maintain continuous uninterrupted Workers' Compensation coverage, in the amounts required by law, for the duration of the franchise.
2. In the event the franchisee's Workers' Compensation insurance coverage expires or is revoked during the term of this franchise, the franchisee shall timely renew such insurance before its expiration, or otherwise arrange for its timely replacement, as required by the Oregon Workers' Compensation Law. Franchisee shall provide the City with further certificates of Workers' Compensation insurance as such renewals occur.
3. The franchisee shall maintain on file with the City Manager a certificate of Workers' Compensation insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain Workers' Compensation insurance coverage shall be cause for

modification, revocation or suspension of the franchise issued
hereunder.

E. Compliance with Zoning Ordinances.

Prior to a franchise being issued by the City Council, the applicant must have obtained all necessary conditional use or other appropriate permits under the City of Keizer Zoning Ordinances. The franchise may be issued, at the City Council's discretion, with the condition that all appropriate permits under the City of Keizer Zoning Ordinances be issued for property affected by the franchise before any business is conducted by the franchisee.

F. Term of Franchises.

1. The initial term of any collection franchise issued pursuant to this Ordinance shall be no more than ten (10) years.

G. Franchise Fees.

1. The City of Keizer shall collect fees as listed herein:
2. All collection franchisees shall pay to the City of Keizer, on a quarterly payment schedule determined by the agreement/contract, an amount equal to not less than **zero** percent (0%) nor more than **five** percent (5%) of the annual gross billings for collection operations for the previous calendar quarter ~~income from the franchise collection service~~. The franchise fee may be altered

during the term of a franchise by order of the City Council.

3. Within ~~forty-five (45)~~sixty (60) days after the end of each calendar ~~quarter~~year, collection franchise holders shall file with the City of Keizer a true and correct~~sworn and verified~~ statement of the gross billings for collection operations~~income~~ for the previous calendar quarter~~year~~ and shall pay any and all additional fees which have not ~~previously been paid upon monthly gross income~~.
4. Every collection franchise holder shall maintain books and records disclosing the gross income receipts for the collection service area, which books and records shall be opened at reasonable times and places for audit by the authorized personnel of the City of Keizer. Said location of the audit is to be at the City of Keizer City Hall.
5. No franchise holder subject to rate regulation under this Ordinance shall be given any preference as compared to another franchise holder and no franchise holder subject to rate regulation under this Ordinance shall give any rate preference to any person, locality, or type of solid waste stored, collected, transported, or disposed of. Nothing in this section is intended to prevent the City of Keizer from establishing a uniform class of rates based upon length of haul, weight, volume, or type of solid or liquid waste stored,

collected or transported, or disposed of, or the number, type, or location of customers served, or upon any relevant factors, so long as such rates are reasonably based upon costs of the particular services in the same manner as other rates are determined.

H. Franchise Agreement.

1. Upon receipt of the Order granting the franchise, the applicant shall enter into a written agreement with the City of Keizer which requires compliance with this Ordinance and applicable provisions of state law.
2. The written agreement shall state that the franchisee agrees to charge the fees and rates set by City Council Order pursuant to this Ordinance and that franchisee agrees to provide solid waste management~~collection~~ service for waste, solid waste, ~~and~~ recyclable material and compostable material in the service area of said franchisee in accordance with standards and specifications which may from time to time be established by the City Council or the State of Oregon and to furnish all necessary skill, labor, equipment, receptacles, materials, billing facilities, transportation facilities and related services required therefore.
3. The agreement shall also state that:

1 a. Franchisee agrees and covenants to indemnify, defend and hold
2 the City, its officers, agents and employees, harmless from any
3 claim for injury, damage, loss, liability, cost or expense,
4 including court and appeal costs and attorney fees or expenses,
5 arising from any casualty or accident to person or property by
6 reason of any act done under this franchise, by or for
7 franchisee, its officers, agents or employees, or by reason of
8 any neglect or omission of franchisee to keep its equipment or
9 operating system in safe condition. Franchisee shall consult
10 and cooperate with the City while conducting its defense of the
11 City.

12 b. Franchisee hereby agrees to indemnify the City for any damages,
13 claims, additional costs or expenses assessed against or payable
14 by the City arising out of or resulting, directly or indirectly,
15 from franchisee's failure to conduct its business operations in
16 accordance with federal, state or local laws governing such
17 operation, unless franchisee's failure arises directly from the
18 City's negligence or willful misconduct.

19 4. Applicant shall submit with his contract agreement, certification of
20 insurance and performance bonding to comply with the

1 requirements of this Ordinance.

2 I. Renewal of a Collection Franchise.

- 3 1. Renewal of any existing franchise may be based upon an
4 application filed with the City of Keizer using the same procedures
5 outlined by this Ordinance for the issuance of a collection franchise
6 and shall be controlled by the procedures established for the
7 issuance of a new collection franchise; or
8 2. Extension of any existing franchise may be automatic if set forth in
9 the franchise agreement.

10 J. City Consent Required for Assignment, Transfer, Merger, Lease,
11 Mortgage or Subcontract.

- 12 1. Assignment, Transfer, Merger, Lease or Mortgage:
13 a. The franchisee shall not assign this Agreement, in whole or in
14 part, or any right or obligation hereunder, without the prior
15 written approval of the City as expressed by order. The City's
16 granting of consent in one instance shall not render unnecessary
17 any subsequent consent in any other instance.
18 b. Nothing contained herein shall be deemed to prohibit the
19 mortgage, pledge or assignment of tangible assets for the
20 purpose of financing the acquisition of equipment for the

operation of the franchise without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights with respect to this franchise.

2. The franchisee shall not subcontract its work under this franchise, in whole or in part, without the prior written approval of the City. The franchisee shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all of franchisee's obligations, as specified in this franchise. Notwithstanding City approval of a subcontractor, the franchisee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the franchisee hereunder. Franchisee agrees that if subcontractors are employed in the performance of this franchise, franchisee and its subcontractors are subject to the requirements and sanctions of the Oregon Workers' Compensation Law.
3. No assignment of this franchise shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of the assignment.
4. For the purpose of determining whether the City will consent to any assignment, transfer, merger, lease, or subcontract, the City

1 may inquire into the technical, legal and financial qualifications of
2 the prospective party. The franchisee shall assist the City in any
3 such inquiry. The City may condition any assignment, transfer,
4 merger, lease, or subcontract upon such conditions as it may deem
5 necessary to insure that the transferee performs to the standards
6 applicable to all other City collection franchises.

7 K. Interruption of Services.

8 As a condition of the issuance of any franchise under this Ordinance, whenever
9 the City Council determines that a failure of service or a threatened failure of
10 service would result in the creation of an immediate serious health hazard or
11 serious public nuisance, the City Council may, after written notice to the
12 franchisee, authorize City personnel or other designated person(s) to temporarily
13 provide the service or to use and operate the property, facilities or equipment of
14 the franchisee. The City Council may authorize whatever expenses are necessary
15 to operate such property, facilities or equipment. The City Council shall return
16 possession of the property and the business of the franchisee upon the abatement
17 of the actual or threatened hazard. The franchisee may request a public hearing
18 on the City Council's Order regarding interruption of service. The request for a
19 public hearing will not constitute any ground(s) for staying the City Council's
20 Order regarding interruption of service. When the City Council orders the return

1 of the property, facilities or equipment to the franchisee upon the abatement of
2 the actual or threatened hazard, the equipment shall be returned to the franchisee
3 in the same condition as when the order of interruption of services was issued,
4 less reasonable wear and tear. All receipts shall be returned to the franchisee, less
5 reasonable costs incurred by the City of Keizer in performing the service required
6 to abate the actual or threatened hazard.

7 L. Franchisee Responsibility.

8 1. The franchisee shall:

9 a. Dispose of waste and solid waste, if not reused, recycled or
10 resource recovered, at a site approved by the local government
11 unit having jurisdiction in compliance with Chapter 459 and
12 Chapter 459A of the Oregon Revised Statutes and regulations
13 promulgated thereunder.

14 b. Provide sufficient collection vehicles, receptacles, containers,
15 facilities, personnel and finances to provide the solid waste
16 management services for which the franchise was granted or
17 subcontract with others to provide such service pursuant to
18 Section 8.J.2.

19 c. Respond to any written complaint regarding service in a timely
20 manner.

d. Not voluntarily discontinue service to any portion of the service area or any customer without ninety (90) days' notice to his customers and the City Manager nor without approval of the City Council. Nothing in this section shall prohibit discontinuance of service to a nonpaying customer, provided seven (7) days' notice, in writing, is given to said customer. Before service is reinstated, the franchisee may require an advance payment not to exceed three months collection fee. Nothing in this subparagraph shall apply to any Order for a change, restriction, or termination of service by any public agency, public body, or court having jurisdiction.

2. The franchisee shall provide the level of recycling and reuse service required by federal or state law together with applicable existing or future ordinances, laws, regulations, standards or guidelines promulgated thereunder; provided, however, that the City of Keizer will support and assist the franchisee in carrying out this responsibility. The franchisee agrees to:

a. Operate or participate in the operation of a recycling depot within the city for the purpose of providing at least one public facility within the city limits where residents may take

recyclable materials.

- b. Provide at least every-other-week collection of recyclable materials and compostable materials, unless the City requires more frequent collection of sale materials, Co-Mingled Recyclable Materials and every other week collection of yard debris for all residential cart customers within the City. The list of recyclable materials shall be those approved by Marion County, unless otherwise ordered by the City, and the materials shall be consistent with state statute and rules promulgated thereunder by the Department of Environmental Quality.
- c. Provide collection of recyclable materials from commercial, industrial, institutional and governmental sources at least monthly or as otherwise directed, but such direction shall be consistent with state statute and rules promulgated thereunder by the Department of Environmental Quality.
- d. Provide notice as required by state statute and rules promulgated thereunder by the Department of Environmental Quality to potential and actual recycling and reuse sources and sponsor educational and promotional activities to increase public participation in recycling.

e. Provide any additional recycling or reuse service as directed by the City Council when the Council finds that it is now or is hereafter required by state laws or regulations or by recycling or reuse plans adopted by the City Council.

3. Service to the customer may be refused when weather conditions or safety conditions prevent said service. If said weather or safety conditions continue for a period of seven (7) days, approval of the City Manager must be obtained for continued interruption of service. Access points posing safety problems will be negotiated by the franchisee and the customer. When the City Council determines an emergency exists, it may authorize discontinuance of service.

4. The franchisee shall not use a firm name containing "city" or "Keizer" or other words implying government ownership.

5. All solid waste, recyclable material and compostable material collection vehicles shall be constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of solid wastes, recyclables or the vehicle's fuel, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary

1 or in transit, excepting (a) normal leakage of fuel, hydraulic fluid or
2 lubricants typically associated with a properly maintained vehicle;
3 and (b) leakage of fuel, hydraulic fluid or lubricants due to
4 equipment failure provided that the failure is immediately corrected
5 and the leakage is cleaned up as soon as practicable. All solid
6 waste, recyclable material and compostable material shall be
7 collected in vehicles which shall be kept reasonably clean and shall
8 be kept in good condition and repair. All said vehicles must be
9 clearly identified by the name of the ~~franchisee individual or~~
10 ~~company~~ owning said vehicle.

11 6. The franchisee shall make reasonable effort to not litter premises in
12 the process of making collections. The franchisee shall repair or
13 replace at ~~its~~ his expense ~~any receptacle containers~~, damaged as a
14 result of ~~its~~ his handling thereof, and shall replace lids or covers on
15 ~~receptacle containers~~ immediately after emptying the same.
16 Damage caused outside the course of collection to a
17 ~~receptacle container~~ furnished by the franchisee that is in excess of
18 normal wear and tear will be the responsibility of the customer.

19 7. Except under emergency conditions, collection of solid waste,
20 recyclable materials and compostable materials ~~solid waste~~

collections shall be made between the hours of 6:00 a.m. and 6:00 p.m. subject to such reasonable modifications of collection as the City Manager may impose. All collections shall be made as efficiently and reasonably quiet as practicable. Where practicable, the franchisee should minimize the disturbance of residential neighborhoods by running the compaction cycle of the collection truck after 6:00 a.m. Putrescible garbage shall be collected from the franchisee's customers at least every seven (7) days from every place of business, motel or hotel and residential areas. Nonputrescible solid waste may be collected less frequently, but in no case shall such nonputrescible solid waste be allowed to accumulate longer than fifteen (15) days, unless confined within a container. The City Manager may order more frequent collection of solid waste than required by this section if the accumulation thereof constitutes a threat to public health, safety or welfare. Upon request of the City Manager, the franchisee shall furnish schedules of collection routes and upon request shall furnish copies of complaint reports and information as to their disposition.

8. The franchisee shall supply all customers with information regarding any approved rate increase within a reasonable time

before the rate increase goes into effect.

9. The franchisee shall collect promptly, and with dispatch, all reasonable quantities or types of solid waste, recyclable material and compostable material placed for collection within the corporate limits of the city, and ~~shall~~ dispose ~~or resource recover~~ of such waste, recyclable material and compostable material in a lawful manner, upon the payment of the rates approved by the City ~~reasonable prices and rates~~ for such solid waste management services by the persons requesting said service.

10. The franchisee shall establish and maintain an office where solid waste management service bills may be paid, solid waste management service applied for, and complaints made. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 9:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. A telephone answer service or device may be used for temporary absences.

M. Modification, Revocation or Suspension of a Franchise.

1. Failure to comply with written notice to provide necessary service or failure to comply with the provisions of this Ordinance or the

franchise agreement shall be grounds for modification, revocation or suspension of a franchise issued under this Ordinance.

2. Prior to any modification, revocation or suspension, the City Manager shall provide written notice by regular mail that grounds exist for such action. Franchisee shall have twenty-one (21) days from the date of mailing of such notice to either comply or request a public hearing.

3. If franchisee does not either comply or request a hearing within the time provided under subparagraph 2 above, the City Council may modify, revoke or suspend the franchise or make such action contingent upon continued noncompliance.

4. If franchisee requests a public hearing, the following procedures shall apply:

a. The franchisee shall provide such information as may be reasonably required by the City Manager in order to make a recommendation.

b. Notice of the public hearing shall be posted at the Keizer City Hall.

c. A copy of the notice of public hearing shall be mailed by regular mail to the affected franchise holder.

- 1 d. The City Manager shall make such investigation as is
2 deemed appropriate.
- 3 e. On the basis of any evidence submitted and results of any
4 investigation, the City Manager shall recommend to the City
5 Council whether the franchise should be modified, revoked
6 or suspended or whether such action should be contingent
7 upon continued noncompliance.
- 8 f. The matter shall be set for public hearing before the City
9 Council.
- 10 g. At the public hearing conducted pursuant to this section, the
11 City Manager shall provide information and
12 recommendations to the City Council to assist it in reaching
13 a determination. The franchisee may submit relevant
14 evidence pertaining to the issues involved. Other interested
15 persons and affected public or private agencies may appear
16 and offer oral or written testimony.
- 17 h. The determination of the City Council after conclusion of
18 any public hearing held under this section shall be final.
- 19 5. If the franchisee is found by the City Council to have failed to
20 comply with written notice to provide necessary service, or is

found to have failed to comply with the provisions of this Ordinance or the franchise agreement, or if the franchisee fails to comply with any Order of the City Council entered upon the basis of any public hearing held pursuant to this section, the City Council may modify, revoke or suspend the franchise or make such action contingent upon continued noncompliance.

6. In the event the City Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.

Section 9. RATES AND CHARGES FOR FRANCHISED COLLECTION AND TRANSPORTATION.

- A. The City Council shall be responsible for the determination of rates or the establishment of rates, including the adjustment of existing rates or rates/differentials by zone. Notwithstanding any other provision to the contrary, the rates currently in effect at the time of the adoption of this Ordinance and previously approved by the Marion County Board of Commissioners or the City Council of the City of Keizer for the service areas within the city limits of the City of Keizer shall remain in effect until repealed or adjusted by the

1 City Council as provided in this section.

2 B. A franchisee may submit, as part of the operating statement, or at
3 any other time, a request for a rate adjustment as follows:

- 4 1. An application for a rate adjustment or a new rate under this
5 Ordinance shall be filed with the City Manager on a form to
6 be determined and provided by the City Manager.
- 7 2. The applicant shall provide such additional information as
8 may be reasonably required by the City Manager in order to
9 make a recommendation.
- 10 3. Notice of the application shall be posted at the Keizer City
11 Hall.
- 12 4. A copy of the application shall be mailed by regular mail to
13 all franchise holders in the City of Keizer.
- 14 5. The City Manager shall make such investigation as is
15 deemed appropriate.
- 16 6. On the basis of the application, evidence submitted and
17 results of any investigation, the City Manager shall
18 recommend to the City Council whether an application
19 should be granted, granted with modifications or conditions,
20 or denied.

- 1 7. A public hearing to consider the application shall be set
2 before the City Council.
- 3 8. At the public hearing conducted pursuant to this section, the
4 City Manager shall provide information and
5 recommendations to the City Council to assist it in reaching
6 a determination. The applicant and any other franchisee
7 may submit relevant evidence pertaining to the criteria
8 involved. Other interested persons and affected public or
9 private agencies may appear and offer oral or written
10 testimony. The applicant shall have the burden of proving
11 the need for a rate adjustment or new rate by substantial
12 evidence based upon the criteria in Section 9.C.
- 13 9. The City Council shall, following the public hearing, issue
14 an Order setting forth its findings and the appropriate rates
15 and their effective date.
- 16 10. The determination of the City Council after conclusion of
17 any public hearing held under this section shall be final.
- 18 11. If the City Council makes a decision rejecting all or part of
19 an application, the applicant may not submit another
20 application which includes the same request for a period of

1 E. No franchise holder shall charge a rate other than that established
2 by the City Council. All collection rates within any classification
3 shall be applied uniformly. Each franchised collector shall provide
4 a copy of its current schedule or collection rates and charges to the
5 City Manager not later than the 15th day of January of each
6 calendar year.

7 F. Any generator who receives service shall be responsible for
8 payment for such service. The owner of any premises shall be
9 responsible for payment for service provided to those premises to
10 the extent permitted by Oregon Law.

11 Section 10. REGIONAL COLLECTION AND DISPOSAL.

12 The City of Keizer may enter into agreements with any city, county or region for
13 joint franchise and/or regulation of collection, disposal or transportation services.

14 Section 11. CUSTOMER RESPONSIBILITY

15 A. Preparation of Solid Waste, Recyclable Material and Compostable Material
16 for Collection.

17 1. Solid waste, recyclable material and compostable material shall be
18 drained of surplus liquid and placed in a leak-proof receptacle.
19 except that receptacles for compostable material may have vent
20 holes for aeration.

- 1 2. Pet feces, sharp objects such as broken glass and knives, and any
2 other solid waste with potential for causing injury or disease shall
3 be securely wrapped in a manner to prevent exposure or injury to
4 the public or employees of a franchisee. No medical sharps shall
5 be placed in a receptacle.
- 6 3. Ashes shall be allowed to cool and shall be securely wrapped or
7 bagged before being deposited in any solid waste receptacle.
- 8 4. All solid waste, with the exception of large, bulky items, shall be
9 deposited promptly in a receptacle, or be so placed or located for
10 collection by the franchisee so as not to create a safety, nuisance,
11 litter or health hazard. Shredded paper, packing peanuts and other
12 materials that could create a litter problem shall be securely bagged
13 before being placed in a receptacle.
- 14 5. Bulky solid waste may be placed in an appropriately sized
15 receptacle in accordance with this Ordinance, so long as the
16 accumulation does not create a nuisance or fire hazard.
- 17 6. Newspapers, magazines and similar recyclable material items,
18 when not placed in a receptacle, shall be placed at the curb, and
19 shall be bundled and securely tied with a strong cord or securely
20 placed in a heavy paper shopping bag, to prevent blowing and

littering prior to or during collection.

7. Source separated recyclable material or compostable material shall be prepared and placed in conformance with any rules which may be adopted by the City Manager for the purpose of mitigating or addressing public health, public safety or pest concerns.

8. No liquid waste or semi-solid waste, excluding food waste, shall be placed in a receptacle, unless it is in a sealed, leak-proof vessel.

B. Solid Waste Receptacles.

1. Receptacles for the collection of solid waste by a franchisee shall be provided to the generator by the franchisee, unless otherwise authorized by the franchisee. The loaded weight of a receptacle shall comply with the manufacturer's specifications.

2. Except for drop boxes and recycling baskets provided to the generator by a franchisee, receptacles shall be equipped with lids sufficient to keep out precipitation and to prevent disturbance by animals and entrance of pests; shall be kept closed, except when being filled, emptied or cleaned; and shall be kept in a clean, sealed and sanitary condition by the generator of the solid waste, recyclable material or compostable material. Receptacles used for the disposal of compostable materials may contain vent holes for

1 the purpose of aeration.

2 3. Solid waste placed in a receptacle that is not designed for emptying
3 by mechanical means shall not exceed a weight of 60 pounds,
4 including the weight of the receptacle and its contents.

5 4. Receptacles designed for emptying by mechanical means shall not
6 exceed a weight of 180 pounds for 95 gallon receptacles, 120 for
7 65 gallon receptacles, 60 pounds for 35 gallon receptacles, and 40
8 pounds for 20 gallon receptacles, including the weight of the
9 receptacles and their contents.

10 C. Placement of Receptacles for Collection by Franchisee.

11 1. Receptacles containing solid waste, recyclable materials or
12 compostable materials shall be kept or placed so that there is
13 convenient and safe access for collection service by a franchisee
14 and, except as provided in this section, shall not be kept or placed
15 upon the street, sidewalk or other public place where such
16 placement would be a hazard to pedestrians or the motoring
17 public.

18 a. All carts designed for mechanical solid waste, recycling or
19 composting collection shall be placed at the curb or roadside
20 by the generator prior to collection time.

b. The generator shall provide safe access to the collection point so as not to jeopardize the persons or equipment supplying service or the motoring public.

c. Receptacles may be placed at or on the curb, whether on the sidewalk or in the street right-of-way, provided that receptacles placed in the street shall be placed so that no part of the receptacle may be more than three feet from the curb. Placement shall be made so that receptacles are within manageable reach if standing in the street or next to the curb line.

d. Placement of receptacles at curbside or roadside are limited to a time period of 24 hours prior to collection and 24 hours after collection.

e. Receptacles shall be kept outside of any locked, latched, bolted or hooked enclosure, when placed out for collection by a franchisee.

f. No person shall block service access to a receptacle that has been placed for collection.

Section 12. Accumulation of Solid Waste Prohibited

A. The generator shall prepare all solid waste for collection in conformance

1 with this Ordinance and such solid waste shall be removed from the
2 premises weekly, or at other reasonable intervals, so as to prevent spillage
3 from receptacles, escape of odors, or conditions that would attract pests.
4 B. A landlord, as defined in ORS 90.100, of a single family dwelling unit
5 shall either: (1) subscribe to regular weekly solid waste management
6 service of an appropriately sized receptacle with a City of Keizer
7 Franchisee; or (2) enter into an agreement where the tenant shall subscribe
8 to regular weekly solid waste management service of an appropriately
9 sized receptacle with a City of Keizer Franchisee.
10 C. A landlord, as defined, in ORS 90.100, of multi-family dwelling units
11 shall provide the following:
12 1. A separate location for receptacles for solid waste and recyclable
13 material that is accessible to all dwelling units.
14 2. At least one receptacle with a cumulative capacity that allows for
15 thirty-five gallons per dwelling units which solid waste may be
16 placed.
17 3. At least one receptacle which recyclable material may be placed.
18 4. Subscribe to and pay for regular weekly solid waste management
19 service of the receptacles with a City of Keizer Franchisee.
20

1 | Section ~~13~~4. SAVINGS CLAUSE.

2 | Should any section or portion of this Ordinance be held unlawful or unenforceable
3 | by any court of competent jurisdiction, such decision shall apply only to the specific
4 | section or portion thereof directly specified in the decision. All other sections or
5 | portions of this Ordinance shall remain in full force and effect.

6 | Section ~~14~~2. EFFECTIVE DATE.

7 | This Ordinance shall take effect thirty (30) days after its passage.

8 | Section ~~15~~3. REPEAL.

9 | Ordinance No. 96-360 (Relating to Solid Waste Management in the City of
10 | Keizer; and Declaring an Emergency) and Ordinance No. 2003-482 (Amending the Solid
11 | Waste Management Ordinance and Declaring an Emergency) are hereby repealed in their
12 | entirety. However, all Franchise Agreements and franchise fees imposed shall continue
13 | in full force and effect.

14 | PASSED this _____ day of _____, 2010.

15 |

16 | SIGNED this _____ day of _____, 2010.

17 |

18 |

19 |

20 |

21 |

22 |

23 |

Mayor

City Recorder

Ordinance 2010-_____

SOLID WASTE ORDINANCE

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1 BILL NO. ____

A BILL

ORDINANCE NO.

2010-_____

3 FOR

4
5 AN ORDINANCE

6
7 RELATING TO SOLID WASTE MANAGEMENT IN
8 THE CITY OF KEIZER; REPEALING ORDINANCE NO.
9 96-350 AND ORDINANCE 2003-482

10
11 The City of Keizer ordains as follows:

12 Section 1. SHORT TITLE.

13 This Ordinance shall be known as the "Solid Waste Management Ordinance" and
14 shall be so cited and pled.

15 Section 2. PURPOSE, POLICY AND SCOPE.

16 A. In order to protect the health, safety, and welfare of the people of the City
17 of Keizer; to provide a coordinated program of collection and disposal of
18 waste and solid waste; and to provide a viable franchise system for
19 collection and disposal of waste and solid waste within the city limits of
20 the city of Keizer, it is declared to be the public policy of the City of
21 Keizer to regulate the collection, transportation, and disposal of waste and
22 solid waste in order to:

- 23 1. Provide for safe and sanitary collection, transportation, and
24 disposal of waste and solid waste.
25 2. Provide a coordinated citywide program for control of waste and

- 1 solid waste in coordination with federal, state, and local agencies.
- 2 3. Provide for and encourage research, study, surveys, and
- 3 demonstration projects on developing more sanitary, efficient, and
- 4 economical solid waste disposal systems and programs.
- 5 4. Set collection rates that are just, fair, reasonable, and adequate to
- 6 provide necessary public service to the people of the city of Keizer.
- 7 5. Provide for economically feasible resource recovery, or energy
- 8 recovery.
- 9 6. Prohibit rate or service practices that might be discriminatory.
- 10 7. Conserve energy and material resources.
- 11 8. Prevent overlapping service and thereby increase efficiency and
- 12 minimize consumer cost and further, to decrease truck noise, street
- 13 wear, waste of energy, air pollution and public inconvenience.
- 14 9. Protect the public health and environment.
- 15 10. Provide public collection service standards.
- 16 11. Protect against improper and dangerous handling of hazardous
- 17 wastes.
- 18 12. Provide a basis and incentive for investment in solid waste
- 19 equipment, facilities, sites and technology.
- 20 13. Provided a basis for future regulation of solid waste management in

1 compliance with all state statutes and regulations.

2 Section 3. DEFINITIONS.

3 A. "City Council" means the City Council of the City of Keizer.

4 B. "Collection vehicle" or "transportation vehicle" means any vehicle used to
5 collect or transport solid waste, recyclable materials, or compostable
6 materials.

7 C. "Co-Mingled" means two or more recyclable materials collected together
8 (i.e. not separated), in the combination of recyclable materials allowed by
9 the City.

10 D. "Compact and compaction" means the process of, or to engage in, the
11 shredding of material, or the manual or mechanical compression of
12 material.

13 E. "Compensation" means:

14 1. Any type of consideration for solid waste management service,
15 including but not limited to, any direct or indirect payment of
16 money, including the proceeds from resource recovery, or the
17 provision of goods, services, or other benefits to tenants, lessees,
18 occupants, or similar persons as part of rent. For purposes of this
19 section, it is presumed that all services provided by a lessor or
20 landlord are received for consideration for rent.

- 1 2. The exchange of services between persons.
- 2 3. Payment for collection, removal, or disposal of solid waste,
- 3 recyclable materials and compostable materials.
- 4 F. “Compost or composting” means the controlled biological decomposition
- 5 of compostable material or the product resulting from such process.
- 6 G. “Compostable material” means yard debris, food waste and food soiled
- 7 paper when source separated for composting, but does not include food
- 8 soiled paper containing plastic or any other material that inhibits
- 9 controlled biological decomposition.
- 10 H. "Dispose" or "disposal" means the accumulation, storage, collection,
- 11 placement, depositing or transportation of solid waste or recyclable
- 12 materials.
- 13 I. "Disposal site" means land and facilities used for the disposal handling or
- 14 transfer of or energy recovery, material recovery and recycling from solid
- 15 waste, including but not limited to, dumps, landfills, sludge lagoons,
- 16 sludge treatment facilities, disposal sites for septic tank transfer stations,
- 17 energy recovery facilities, pumping or cesspool cleaning service,
- 18 composting plants, and land and facilities variously used for solid waste
- 19 disposal at a disposal site, salvage sites, incinerators for solid waste
- 20 delivered by the public or by a franchised collector or franchised

1 transporter of solid waste or recyclable material; but the term does not
2 include a hazardous waste facility subject to the permit requirements of
3 ORS Chapter 466 or a landfill site which is used by the owner or person in
4 control of the premises to dispose of soil, rock, concrete or other similar
5 nondecomposable materials, unless the site is used by the public, either
6 directly or indirectly.

7 J. "Food soiled paper" means paper products that have been in contact with
8 food or food waste to the degree that they would not be able to be recycled
9 into new paper products. Food soiled paper includes, but is not limited to,
10 used paper table covers, used napkins, pizza boxes, coffee filters and waxy
11 corrugated cardboard. Food soiled paper does not include unsoiled
12 cardboard, paperboard, newspaper or office paper.

13 K. "Food waste" means all waste from meats, fish, shellfish, grains, fruits and
14 vegetables, which attends or results from the storage, preparation,
15 cooking, handling, selling or serving of food for human consumption.
16 Food waste includes, but is not limited to, excess, spoiled or unusable food
17 or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads
18 and dough, incidental amounts of edible oils, and organic waste from food
19 processing. Food waste does not include large amounts of oils and meats
20 which are collected for rendering, fuel production or other refuse

1 applications. Food waste does not include dead animals or animal
2 excrement.

3 L. "Franchise" means a contract or agreement entered into by the City of
4 Keizer to provide exclusive service pursuant to this Ordinance, including
5 but not limited to, collection, storage, transfer stations, transportation,
6 transfer or disposal at a disposal site.

7 M. "Franchisee" means a person holding a franchise.

8 N. "Generator" means the person who produces solid waste, compostable
9 material or recycling material to be placed, or that is placed, out for
10 collection and disposal. As used in this Ordinance, "generator" does not
11 include any person who manages an intermediate function resulting in the
12 alteration or compaction of the solid waste, compostable material or
13 recyclable material after it has been produced by the generator and placed
14 out for collection and disposal.

15 O. "Hazardous waste" means that waste defined by ORS Chapter 466 and as
16 defined by the rules and regulations adopted by the Environmental Quality
17 Commission to implement ORS Chapter 466.

18 P. "Mixed composting" means the process where two or more types of
19 compostable materials are collected together (i.e. not separated), in a
20 combination allowed by the City Manager.

- 1 Q. "Mixed recycling" means the process where two or more types of
2 recyclable materials are collected together (ie. not separated), in a
3 combination allowed by the City Manager.
- 4 R. "Person" means the United States or agencies thereof; any state, public, or
5 private corporation; local government unit; public agency; individual;
6 partnership; association; firm; cooperative; trust; estate or any other legal
7 entity, subcontractor or combination thereof. For the purposes of this
8 Ordinance, "person" also includes those residing in or conducting business
9 or activities in the city of Keizer, and also includes persons who transport
10 solid or liquid waste from outside the city of Keizer to a disposal, transfer
11 or resource recovery site or facility within the city of Keizer.
- 12 S. "Placed for collection" means to put solid waste, recyclable material or
13 compostable material out for collection by a franchisee, as provided in this
14 Ordinance.
- 15 T. "Receptacle" means a can, cart, bin, container, drop box or other vessel
16 used for the collection and disposal of solid waste, recyclable material or
17 compostable material that has been approved by the City and into which
18 solid waste, compostable material or recyclable material may be placed for
19 such collection and disposal.
- 20 U. "Recyclable Material" means any material or group of materials that can

1 be collected and sold for recycling at a new cost equal to or less than the
2 cost of collection and disposal of the same material.

3 V. "Recycling" means any process by which solid waste is transformed into
4 new or different products in such a manner that the original products may
5 lose their original identity.

6 W. "Regulation" or "rule" means an Order of the City Council issued pursuant
7 to this Ordinance.

8 X. "Resource recovery" means any process of obtaining from solid waste, by
9 presegregation or otherwise, materials that have useful physical or
10 chemical properties, that can be reused or recycled for some purpose,
11 including but not limited to energy production or materials recovery.

12 Y. "Reuse" means the return of waste into the economic stream, to the same
13 or similar use or application without change in the waste's identity.

14 Z. "Sanitary landfill" means a disposal site for solid waste by compaction in
15 or upon land and cover of all waste deposited there with earth or other
16 approved cover material at least once each operation day or as approved
17 and operated in compliance with a permit issued by the Department of
18 Environmental Quality. Solid waste that is taken to a "Sanitary landfill"
19 may be taken first to the Marion County Waste-to-Energy facility.

20 AA. "Service" means the collection, storage, transportation, transfer or disposal

of solid waste by a franchisee, including such activities that result in recycling or resource recovery.

AB. "Service area" means a geographical area or transportation route in which solid waste management service, other than the operation of the disposal site, is provided.

AC. "Solid waste" means all useless or discarded putrescible and nonputrescible wastes, including but not limited to, garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge; useless or discarded commercial, industrial, demolition and construction materials; discarded or abandoned vehicles or parts thereof; discarded home and industrial appliances; manure; vegetable or animal solid and semisolid wastes; dead animals, infectious waste as defined in ORS 459.386, or other wastes; but the term does not include:

1. Hazardous wastes as defined by ORS 466.005 or amendment thereto, or as defined by regulation adopted by the Department of Environmental Quality or Environmental Quality Commission.
2. Materials used for fertilizer or for other purposes or which are salvageable, as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising

1 of fowl or animals.

2 AD. "Solid waste management" means the business of collection,
3 transportation, storage, treatment, utilization, processing, disposal,
4 recycling and resource recovery of solid waste.

5 AE. "Source Separate" means the person who last uses recyclable material
6 separates the recyclable material from other solid waste.

7 AF. "Transfer site" or "transfer facility" means a fixed or mobile facility used
8 as an adjunct to collection vehicle(s), a resource recovery facility, or a
9 disposal site and used between the collection of the waste/solid waste and
10 the disposal site, including but not limited to, another vehicle, a concrete
11 slab, pit, building, hopper, railroad gondola or barge. "Transfer site" or
12 transfer facility" does not include a self-propelled compactor type solid
13 waste or recycling collection vehicle into which scooters, pickups, small
14 packers or other satellite collection vehicles dump collected solid waste or
15 recycling for transport to a transfer, disposal, landfill or resource recovery
16 site or facility.

17 AG. "Yard debris" means all vegetative waste generated from property
18 maintenance and/or landscaping activities, including, but not limited to,
19 grass clippings, leaves, hedge trimmings and small tree branches, but
20 excluding tree stumps and other similar bulky woody materials.

1 Unless otherwise defined in this Section, the language used in this
2 Ordinance shall have the meanings as defined in Chapters 459 and 459A
3 of the Oregon Revised Statutes, including any amendments thereto.

4 Section 4. ADMINISTRATION.

5 The City Manager or his designee shall be responsible for the administration and
6 enforcement of this Ordinance. Whenever this Ordinance refers to the City Manager,
7 that reference shall include the City Manager's designee.

8 Section 5. PROHIBITIONS.

9 A. Except as provided in this Ordinance, no person shall pick up, store,
10 collect, transport or dispose of any solid waste or recyclable materials for
11 compensation within the city limits of the city of Keizer unless such
12 person has a valid franchise currently in effect and issued in accordance
13 with the provisions of this Ordinance.

14 B. No person, legal entity or franchised collector who owns or operates a
15 vehicle hauling solid waste or recyclable materials within the city limits of
16 the City of Keizer shall permit waste or solid waste to be hauled in the
17 vehicle without a cover, nor permit solid waste or recyclable materials to
18 be thrown from the vehicle.

19 C. No person shall place hazardous waste into any solid waste, recyclable
20 material or compostable material receptacle or drop box supplied by a

franchisee, or place any hazardous waste out for collection or disposal by a franchisee, without prior written approval from the franchisee.

D. No generator shall place chemicals, paint, corrosive materials, infectious waste or hot ashes into a receptacle intended for collection service. When materials, generator abuse, fire, or vandalism causes excessive wear or damage to a receptacle provided by franchisee, the cost of repair or replacement may be charged to the generator.

E. No person other than franchisee shall remove, alter or compact solid waste or recyclable materials in any receptacle intended for recycling and solid waste collection by franchisee, unless that person is the generator of such material.

F. No person shall:

1. Enter into a receptacle for the purpose of compacting the contents of the receptacle.
2. Remove a receptacle from the location where the receptacle was placed for collection, unless the person is authorized to do so by the generator.
3. Remove the lid from any receptacle and remove, disturb, collect or scatter solid waste, recyclable material or compostable material placed in such receptacle or deposit such material into such

1 receptacle, unless the person is authorized to do so by the
2 generator.

3 Section 6. EXEMPTIONS.

4 A. Except as specifically provided elsewhere in this Ordinance or by state
5 statute or Department of Environmental Quality regulations, Section 5,
6 paragraph A, of this Ordinance shall not apply to:

7 1. The collection, transportation and reuse or recycling of totally
8 source-separated materials or operation of a collection center for
9 totally source-separated materials by a religious, charitable,
10 benevolent or fraternal organization, which organization was not
11 organized nor is operated for any solid waste management purpose
12 and which organization is using the activity for fund raising;
13 including, without limitations, scouts and churches.

14 2. The collection, transportation or redemption of returnable beverage
15 containers under that portion of ORS Chapter 459A, commonly
16 known as the "Bottle Bill".

17 3. The generator or producer who transports and disposes of solid
18 waste created as an incidental part of regularly carrying on the
19 business or service of auto wrecking or auto body recovery, to the
20 extent licensed by the State of Oregon; a person that transports and

disposes of solid waste created as an incidental part of regularly carrying on the business or service of demolition, land clearing or construction; a person that transports and disposes of solid waste created as an incidental part of regularly carrying on the business of janitorial service. "Janitorial service does not include cleanup or collection of accumulated or stored wastes generated or produced by a property owner or occupant or other persons; a person that transports and disposes of solid waste created as an incidental part of regularly carrying on the business of gardening, park maintenance or landscaping services; street sweeping; or septic tank pumping or sludge collection.

4. The transportation by a person of solid waste or recyclable materials generated or produced by such person to a disposal site located outside the city limits of the City of Keizer or to a market.
5. The collection or purchase of recyclable material which is:
 - a. Source-separated by the generator; and
 - b. Purchased from or exchanged by the generator for fair market value for recycling or reuse.

B. Further Exemptions.

The City Council may authorize further exemptions to provisions of this

Ordinance at the City Council's discretion and based upon the following criteria:

1. The existing franchise holder cannot provide the required service so as to make the exemption unnecessary;
2. Unnecessary or unreasonable hardships or practical difficulties exist which cannot be solved by the existing franchise holder without unreasonable expenditure of funds and can only be relieved by the granting of an exemption;
3. Exceptional or extraordinary circumstances or conditions, not created by the franchise holder, which cannot be remedied without the unreasonable expenditure of funds and which involve land, sanitary landfill, buildings, transfer stations, or similar solid waste disposal facilities;
4. The granting of the exemption will not be materially detrimental or have a substantial impact on service, consumer rates or the franchised collector in the particular service area where the exemption is requested.
5. The applicant has the necessary equipment, personnel and/or money to effectuate the terms of the exemption.

C. Applications for Further Exemptions.

1. An application for further exemption under this Ordinance shall be filed with the City Manager on a form to be determined and provided by the City Manager. The applicant shall pay a fee to be charged for an application for an exemption equal to the fee charged by the City for an application for a zoning variance.
2. The applicant shall provide such additional information as may be reasonably required by the City Manager in order to make a determination.
3. Notice of the application shall be posted at the Keizer City Hall.
4. A copy of the application shall be mailed by regular mail to the affected franchise holder.
5. The City Manager shall make such investigation as is deemed appropriate.
6. On the basis of the application, evidence submitted and results of any investigation, the City Manager shall determine in writing whether an application shall be granted, granted with modifications or conditions, or denied. Such determination shall be based on the criteria set forth in Section 6.B., subsections 1.-5., of this Ordinance.
7. The City Manager's determination shall be issued no earlier than

twenty-one (21) days from the date on which the notice of application is posted at the Keizer City Hall or the copy of the application is mailed to the affected franchise holder, whichever occurred last. The franchise holder or any other interested person may comment on the application within that time period. A copy of the written determination shall be mailed to the applicant and the affected franchise holder.

8. The City Manager's determination shall become final and effective thirty (30) days after it is issued unless prior to said effective date either the applicant or the affected franchise holder files a written request for a public hearing with the City Recorder or the City Council requests that the matter be set for hearing.

9. At any public hearing conducted pursuant to this section, the City Manager shall provide information and recommendations to the City Council to assist it in reaching a determination. The applicant and any affected franchisee may submit relevant evidence pertaining to the criteria involved. Other interested persons and affected public or private agencies may appear and offer oral or written testimony. The applicant shall have the burden of proving the need for an exemption by substantial evidence.

1 reasonably required by the City Manager in order to make a
2 recommendation.

3 3. Notice of the application shall be posted at the Keizer City Hall.

4 4. A copy of the application shall be mailed by regular mail to all
5 other collection franchise holders in the City.

6 5. The City Manager shall make such investigation as is deemed
7 appropriate.

8 6. On the basis of the application, evidence submitted with the
9 application and results of any investigation, the City Manager shall
10 recommend to the City Council whether an application should be
11 granted, granted with modifications or conditions, or denied.

12 7. The application shall be set for public hearing before the City
13 Council.

14 8. At the public hearing conducted pursuant to this section, the City
15 Manager shall provide information and recommendations to the
16 City Council to assist it in reaching a determination. The applicant
17 and any affected franchisee may submit relevant evidence
18 pertaining to the criteria involved. Other interested persons and
19 affected public or private agencies may appear and offer oral or
20 written testimony.

- 1 9. The City Council may, following the public hearing, grant, grant
2 with modifications and/or conditions, or deny the application.
- 3 10. The determination of the City Council after conclusion of any
4 public hearing held under this section shall be final.
- 5 11. If the City Council makes a decision rejecting all or part of an
6 application, the applicant may not submit another application
7 which includes the same request for a period of six (6) months
8 unless the City Council finds that the public interest requires
9 reconsideration within a shorter period of time.
- 10 12. The applicant must show by a preponderance of the evidence that:
- 11 a. The applicant has a majority of the service accounts in the
12 service area for which he has applied for a collection franchise,
13 which may be evidenced by a list of customers served.
- 14 b. The applicant has available transportation or collection vehicle
15 or vehicles, equipment, facilities, personnel, and/or financial
16 resources to meet the needs of equipment and service
17 established by this Ordinance. If the applicant proposes to
18 serve a service area or portion thereof which is under a
19 franchise issued by the City of Keizer to another person or to
20 replace such person upon expiration of the existing franchise,

the person shall have available at the beginning date of the proposed franchise term, transportation or collection vehicles, containers and other equipment equal to that presently used in the service area or the person must show that such quantity of equipment is not necessary or needed for the service area or that the present equipment has the ability to handle the amount of solid or liquid waste.

c. The person requesting the franchise has sufficient expertise or retained expertise to ensure compliance with this Ordinance.

d. If the applicant is not already serving the area proposed to be served by the franchise, the person making the application must show that: (i) the defined service area has not been franchised to another person; or (ii) the defined service area is not being presently served by the holder of the franchise; or (iii) the service area is not being adequately served by the present holder of the franchise.

13. Should the City Council find that a modification of the service area applied for is necessary, the City Council shall convey said fact to the applicant, at which time the applicant will have the opportunity to appear before the City Council and comment on the proposed

1 modified service area. If the applicant accepts the modified service
2 area as found by the City Council, the applicant shall do so in
3 writing and the City Council shall order the franchise to be issued
4 for the modified service area.

5 B. Performance Bond.

- 6 1. Upon the effective date of the franchise, or at any time thereafter,
7 the City may, in its discretion, require franchisee to furnish proof of
8 the posting of an annual performance bond, running to the City,
9 with good and sufficient surety approved by the City. The bond
10 shall be conditioned that the franchisee shall well and truly
11 observe, fulfill and perform each and every term, condition, duty
12 and obligation of the franchise.
- 13 2. The amount of the bond shall be not less than \$25,000.00. The
14 amount of the bond may be reviewed annually by the City to
15 determine if the surety amount remains sufficient to assure
16 continuity of collection service in franchisee's Franchise Area. At
17 the discretion of the City, the surety bond may be reduced or
18 waived upon request by franchisee.
- 19 3. Franchisee shall pay all premiums charged for the bond, and shall
20 keep the same in full force and effect at all times required by the

City during the term of the franchise. Failure to provide or maintain said performance bond shall be cause for modification, revocation or suspension of this franchise by the City.

4. The bond shall contain a provision that it may not be terminated or allowed to expire without thirty (30) days' written notice first being given to the City Manager.

5. The bond shall be in a form satisfactory to the City Attorney. During the term that a bond is required, franchisee shall annually file with the City Manager a duplicate copy of the bond along with written evidence of payment of the required premiums.

C. Liability Insurance.

1. Liability Insurance Requirements:

a. The franchisee shall maintain public liability and property damage insurance that protects the franchisee and the City and its officers, agents and employees from any and all claims. The insurance shall provide coverage at all times for not less than:

i) \$50,000.00 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.

1 interest had been named as insured. The coverage must apply as to
2 claims between insureds on the policy.

3 c. The insurance shall provide that the insurance shall not be canceled
4 or materially altered without thirty (30) days' written notice first
5 being given to the City Manager. If the insurance is canceled or
6 materially altered within the term of this franchise, franchisee
7 shall provide a new policy with the same terms. Franchisee agrees
8 to maintain continuous uninterrupted coverage, in the amounts
9 required, for the duration of the franchise.

10 d. The franchisee shall maintain on file with the City Manager a
11 certificate of insurance certifying the coverage required above.
12 The adequacy of the insurance shall be subject to the approval of
13 the City Attorney. Failure to maintain liability insurance shall be
14 cause for modification, revocation or suspension of the franchise
15 issued hereunder.

16 D. Workers' Compensation Insurance.

17 1. Franchisee shall obtain Workers' Compensation insurance coverage
18 for all of its workers, employees and subcontractors as provided by
19 the Oregon Workers' Compensation Law. Franchisee shall
20 maintain continuous uninterrupted Workers' Compensation

coverage, in the amounts required by law, for the duration of the franchise.

2. In the event the franchisee's Workers' Compensation insurance coverage expires or is revoked during the term of this franchise, the franchisee shall timely renew such insurance before its expiration, or otherwise arrange for its timely replacement, as required by the Oregon Workers' Compensation Law. Franchisee shall provide the City with further certificates of Workers' Compensation insurance as such renewals occur.

3. The franchisee shall maintain on file with the City Manager a certificate of Workers' Compensation insurance certifying the coverage required above. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain Workers' Compensation insurance coverage shall be cause for modification, revocation or suspension of the franchise issued hereunder.

E. Compliance with Zoning Ordinances.

Prior to a franchise being issued by the City Council, the applicant must have obtained all necessary conditional use or other appropriate permits under the City of Keizer Zoning Ordinances. The franchise may be issued, at the City Council's

discretion, with the condition that all appropriate permits under the City of Keizer Zoning Ordinances be issued for property affected by the franchise before any business is conducted by the franchisee.

F. Term of Franchises.

1. The initial term of any collection franchise issued pursuant to this Ordinance shall be no more than ten (10) years.

G. Franchise Fees.

1. The City of Keizer shall collect fees as listed herein:
2. All collection franchisees shall pay to the City of Keizer, on a quarterly schedule, an amount equal to not less than **zero** percent (0%) nor more than **five** percent (5%) of the gross billings for collection operations for the previous calendar quarter. The franchise fee may be altered during the term of a franchise by order of the City Council.
3. Within forty-five (45) days after the end of each calendar quarter, collection franchise holders shall file with the City of Keizer a true and correct statement of the gross billings for collection operations for the previous calendar quarter.
4. Every collection franchise holder shall maintain books and records disclosing the gross income receipts for the collection service area,

1 which books and records shall be opened at reasonable times and
2 places for audit by the authorized personnel of the City of Keizer.
3 Said location of the audit is to be at the City of Keizer City Hall.

- 4 5. No franchise holder subject to rate regulation under this Ordinance
5 shall be given any preference as compared to another franchise
6 holder and no franchise holder subject to rate regulation under this
7 Ordinance shall give any rate preference to any person, locality, or
8 type of solid waste stored, collected, transported, or disposed of.
9 Nothing in this section is intended to prevent the City of Keizer
10 from establishing a uniform class of rates based upon length of
11 haul, weight, volume, or type of solid or liquid waste stored,
12 collected or transported, or disposed of, or the number, type, or
13 location of customers served, or upon any relevant factors, so long
14 as such rates are reasonably based upon costs of the particular
15 services in the same manner as other rates are determined.

16 H. Franchise Agreement.

- 17 1. Upon receipt of the Order granting the franchise, the applicant shall
18 enter into a written agreement with the City of Keizer which
19 requires compliance with this Ordinance and applicable provisions
20 of state law.

1 2. The written agreement shall state that the franchisee agrees to
2 charge the fees and rates set by City Council Order pursuant to this
3 Ordinance and that franchisee agrees to provide solid waste
4 management service for waste, solid waste, recyclable material and
5 compostable material in the service area of said franchisee in
6 accordance with standards and specifications which may from time
7 to time be established by the City Council or the State of Oregon
8 and to furnish all necessary skill, labor, equipment, receptacles,
9 materials, billing facilities, transportation facilities and related
10 services required therefore.

11 3. The agreement shall also state that:

12 a. Franchisee agrees and covenants to indemnify, defend and hold
13 the City, its officers, agents and employees, harmless from any
14 claim for injury, damage, loss, liability, cost or expense,
15 including court and appeal costs and attorney fees or expenses,
16 arising from any casualty or accident to person or property by
17 reason of any act done under this franchise, by or for
18 franchisee, its officers, agents or employees, or by reason of
19 any neglect or omission of franchisee to keep its equipment or
20 operating system in safe condition. Franchisee shall consult

and cooperate with the City while conducting its defense of the City.

b. Franchisee hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from franchisee's failure to conduct its business operations in accordance with federal, state or local laws governing such operation, unless franchisee's failure arises directly from the City's negligence or willful misconduct.

4. Applicant shall submit with his contract agreement, certification of insurance and performance bonding to comply with the requirements of this Ordinance.

I. Renewal of a Collection Franchise.

1. Renewal of any existing franchise may be based upon an application filed with the City of Keizer using the same procedures outlined by this Ordinance for the issuance of a collection franchise and shall be controlled by the procedures established for the issuance of a new collection franchise; or
2. Extension of any existing franchise may be automatic if set forth in the franchise agreement.

J. City Consent Required for Assignment, Transfer, Merger, Lease,
Mortgage or Subcontract.

1. Assignment, Transfer, Merger, Lease or Mortgage:

a. The franchisee shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City as expressed by order. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance.

b. Nothing contained herein shall be deemed to prohibit the mortgage, pledge or assignment of tangible assets for the purpose of financing the acquisition of equipment for the operation of the franchise without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights with respect to this franchise.

2. The franchisee shall not subcontract its work under this franchise, in whole or in part, without the prior written approval of the City. The franchisee shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all of franchisee's obligations, as specified in this franchise. Notwithstanding City approval of a subcontractor, the franchisee shall remain obligated

for full performance hereunder, and the City shall incur no obligation other than its obligations to the franchisee hereunder. Franchisee agrees that if subcontractors are employed in the performance of this franchise, franchisee and its subcontractors are subject to the requirements and sanctions of the Oregon Workers' Compensation Law.

3. No assignment of this franchise shall be valid and binding that endeavors to relieve the assigning party of any obligations to make payments that accrued prior to the date of the assignment.

4. For the purpose of determining whether the City will consent to any assignment, transfer, merger, lease, or subcontract, the City may inquire into the technical, legal and financial qualifications of the prospective party. The franchisee shall assist the City in any such inquiry. The City may condition any assignment, transfer, merger, lease, or subcontract upon such conditions as it may deem necessary to insure that the transferee performs to the standards applicable to all other City collection franchises.

K. Interruption of Services.

As a condition of the issuance of any franchise under this Ordinance, whenever the City Council determines that a failure of service or a threatened failure of

1 service would result in the creation of an immediate serious health hazard or
2 serious public nuisance, the City Council may, after written notice to the
3 franchisee, authorize City personnel or other designated person(s) to temporarily
4 provide the service or to use and operate the property, facilities or equipment of
5 the franchisee. The City Council may authorize whatever expenses are necessary
6 to operate such property, facilities or equipment. The City Council shall return
7 possession of the property and the business of the franchisee upon the abatement
8 of the actual or threatened hazard. The franchisee may request a public hearing
9 on the City Council's Order regarding interruption of service. The request for a
10 public hearing will not constitute any ground(s) for staying the City Council's
11 Order regarding interruption of service. When the City Council orders the return
12 of the property, facilities or equipment to the franchisee upon the abatement of
13 the actual or threatened hazard, the equipment shall be returned to the franchisee
14 in the same condition as when the order of interruption of services was issued,
15 less reasonable wear and tear. All receipts shall be returned to the franchisee, less
16 reasonable costs incurred by the City of Keizer in performing the service required
17 to abate the actual or threatened hazard.

18 L. Franchisee Responsibility.

19 1. The franchisee shall:

20 a. Dispose of waste and solid waste, if not reused, recycled or

resource recovered, at a site approved by the local government unit having jurisdiction in compliance with Chapter 459 and Chapter 459A of the Oregon Revised Statutes and regulations promulgated thereunder.

b. Provide sufficient collection vehicles, receptacles, facilities, personnel and finances to provide the solid waste management services for which the franchise was granted or subcontract with others to provide such service pursuant to Section 8.J.2.

c. Respond to any written complaint regarding service in a timely manner.

d. Not voluntarily discontinue service to any portion of the service area or any customer without ninety (90) days' notice to his customers and the City Manager nor without approval of the City Council. Nothing in this section shall prohibit discontinuance of service to a nonpaying customer, provided seven (7) days' notice, in writing, is given to said customer. Before service is reinstated, the franchisee may require an advance payment not to exceed three months collection fee. Nothing in this subparagraph shall apply to any Order for a change, restriction, or termination of service by any public

agency, public body, or court having jurisdiction.

2. The franchisee shall provide the level of recycling and reuse service required by federal or state law together with applicable existing or future ordinances, laws, regulations, standards or guidelines promulgated thereunder; provided, however, that the City of Keizer will support and assist the franchisee in carrying out this responsibility. The franchisee agrees to:

a. Operate or participate in the operation of a recycling depot within the city for the purpose of providing at least one public facility within the city limits where residents may take recyclable materials.

b. Provide at least every-other-week collection of recyclable materials and compostable materials, unless the City requires more frequent collection of sale materials, for all residential cart customers within the City. The list of recyclable materials shall be those approved by Marion County, unless otherwise ordered by the City, and the materials shall be consistent with state statute and rules promulgated thereunder by the Department of Environmental Quality.

1 c. Provide collection of recyclable materials from commercial,
2 industrial, institutional and governmental sources at least
3 monthly or as otherwise directed, but such direction shall be
4 consistent with state statute and rules promulgated thereunder
5 by the Department of Environmental Quality.

6 d. Provide notice as required by state statute and rules promulgated
7 thereunder by the Department of Environmental Quality to
8 potential and actual recycling and reuse sources and sponsor
9 educational and promotional activities to increase public
10 participation in recycling.

11 e. Provide any additional recycling or reuse service as directed by
12 the City Council when the Council finds that it is now or is
13 hereafter required by state laws or regulations or by recycling or
14 reuse plans adopted by the City Council.

15 3. Service to the customer may be refused when weather conditions or
16 safety conditions prevent said service. If said weather or safety
17 conditions continue for a period of seven (7) days, approval of the
18 City Manager must be obtained for continued interruption of
19 service. Access points posing safety problems will be negotiated
20 by the franchisee and the customer. When the City Council

determines an emergency exists, it may authorize discontinuance of service.

4. The franchisee shall not use a firm name containing "city" or "Keizer" or other words implying government ownership.

5. All solid waste, recyclable material and compostable material collection vehicles shall be constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of solid wastes, recyclables or the vehicle's fuel, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting (a) normal leakage of fuel, hydraulic fluid or lubricants typically associated with a properly maintained vehicle; and (b) leakage of fuel, hydraulic fluid or lubricants due to equipment failure provided that the failure is immediately corrected and the leakage is cleaned up as soon as practicable. All solid waste, recyclable material and compostable material shall be collected in vehicles which shall be kept reasonably clean and shall be kept in good condition and repair. All said vehicles must be clearly identified by the name of the franchisee owning said vehicle.

1 6. The franchisee shall make reasonable effort to not litter premises in
2 the process of making collections. The franchisee shall repair or
3 replace at its expense any receptacle damaged as a result of its
4 handling thereof, and shall replace lids or covers on receptacles
5 immediately after emptying the same. Damage caused outside the
6 course of collection to a receptacle furnished by the franchisee that
7 is in excess of normal wear and tear will be the responsibility of the
8 customer.

9 7. Except under emergency conditions, collection of solid waste,
10 recyclable materials and compostable materials shall be made
11 between the hours of 6:00 a.m. and 6:00 p.m. subject to such
12 reasonable modifications of collection as the City Manager may
13 impose. All collections shall be made as efficiently and reasonably
14 quiet as practicable. Where practicable, the franchisee should
15 minimize the disturbance of residential neighborhoods by running
16 the compaction cycle of the collection truck after 6:00 a.m.
17 Putrescible garbage shall be collected from the franchisee's
18 customers at least every seven (7) days from every place of
19 business, motel or hotel and residential areas. Nonputrescible solid
20 waste may be collected less frequently, but in no case shall such

nonputrescible solid waste be allowed to accumulate longer than fifteen (15) days, unless confined within a container. The City Manager may order more frequent collection of solid waste than required by this section if the accumulation thereof constitutes a threat to public health, safety or welfare. Upon request of the City Manager, the franchisee shall furnish schedules of collection routes and upon request shall furnish copies of complaint reports and information as to their disposition.

8. The franchisee shall supply all customers with information regarding any approved rate increase within a reasonable time before the rate increase goes into effect.

9. The franchisee shall collect promptly, and with dispatch, all reasonable quantities or types of solid waste, recyclable material and compostable material placed for collection within the corporate limits of the city, and shall dispose or resource recover such waste, recyclable material and compostable material in a lawful manner, upon the payment of the rates approved by the City for such solid waste management services by the persons requesting said service.

10. The franchisee shall establish and maintain an office where solid waste management service bills may be paid, solid waste

management service applied for, and complaints made. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 9:00 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. A telephone answer service or device may be used for temporary absences.

M. Modification, Revocation or Suspension of a Franchise.

1. Failure to comply with written notice to provide necessary service or failure to comply with the provisions of this Ordinance or the franchise agreement shall be grounds for modification, revocation or suspension of a franchise issued under this Ordinance.
2. Prior to any modification, revocation or suspension, the City Manager shall provide written notice by regular mail that grounds exist for such action. Franchisee shall have twenty-one (21) days from the date of mailing of such notice to either comply or request a public hearing.
3. If franchisee does not either comply or request a hearing within the time provided under subparagraph 2 above, the City Council may modify, revoke or suspend the franchise or make such action contingent upon continued noncompliance.

1 4. If franchisee requests a public hearing, the following procedures
2 shall apply:

3 a. The franchisee shall provide such information as may be
4 reasonably required by the City Manager in order to make a
5 recommendation.

6 b. Notice of the public hearing shall be posted at the Keizer
7 City Hall.

8 c. A copy of the notice of public hearing shall be mailed by
9 regular mail to the affected franchise holder.

10 d. The City Manager shall make such investigation as is
11 deemed appropriate.

12 e. On the basis of any evidence submitted and results of any
13 investigation, the City Manager shall recommend to the City
14 Council whether the franchise should be modified, revoked
15 or suspended or whether such action should be contingent
16 upon continued noncompliance.

17 f. The matter shall be set for public hearing before the City
18 Council.

19 g. At the public hearing conducted pursuant to this section, the
20 City Manager shall provide information and

1 recommendations to the City Council to assist it in reaching
2 a determination. The franchisee may submit relevant
3 evidence pertaining to the issues involved. Other interested
4 persons and affected public or private agencies may appear
5 and offer oral or written testimony.

6 h. The determination of the City Council after conclusion of
7 any public hearing held under this section shall be final.

8 5. If the franchisee is found by the City Council to have failed to
9 comply with written notice to provide necessary service, or is
10 found to have failed to comply with the provisions of this
11 Ordinance or the franchise agreement, or if the franchisee fails to
12 comply with any Order of the City Council entered upon the basis
13 of any public hearing held pursuant to this section, the City Council
14 may modify, revoke or suspend the franchise or make such action
15 contingent upon continued noncompliance.

16 6. In the event the City Council finds an immediate and serious
17 danger to the public through creation of a health hazard, it may take
18 action within a time specified in the notice to the franchisee and
19 without a public hearing prior to taking such action.
20

1 Section 9. RATES AND CHARGES FOR FRANCHISED COLLECTION AND
2 TRANSPORTATION.

3 A. The City Council shall be responsible for the determination of rates
4 or the establishment of rates, including the adjustment of existing
5 rates or rates/differentials by zone. Notwithstanding any other
6 provision to the contrary, the rates currently in effect at the time of
7 the adoption of this Ordinance and previously approved by the
8 Marion County Board of Commissioners or the City Council of the
9 City of Keizer for the service areas within the city limits of the City
10 of Keizer shall remain in effect until repealed or adjusted by the
11 City Council as provided in this section.

12 B. A franchisee may submit, as part of the operating statement, or at
13 any other time, a request for a rate adjustment as follows:

- 14 1. An application for a rate adjustment or a new rate under this
15 Ordinance shall be filed with the City Manager on a form to
16 be determined and provided by the City Manager.
- 17 2. The applicant shall provide such additional information as
18 may be reasonably required by the City Manager in order to
19 make a recommendation.
- 20 3. Notice of the application shall be posted at the Keizer City

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Hall.

4. A copy of the application shall be mailed by regular mail to all franchise holders in the City of Keizer.
5. The City Manager shall make such investigation as is deemed appropriate.
6. On the basis of the application, evidence submitted and results of any investigation, the City Manager shall recommend to the City Council whether an application should be granted, granted with modifications or conditions, or denied.
7. A public hearing to consider the application shall be set before the City Council.
8. At the public hearing conducted pursuant to this section, the City Manager shall provide information and recommendations to the City Council to assist it in reaching a determination. The applicant and any other franchisee may submit relevant evidence pertaining to the criteria involved. Other interested persons and affected public or private agencies may appear and offer oral or written testimony. The applicant shall have the burden of proving

the need for a rate adjustment or new rate by substantial evidence based upon the criteria in Section 9.C.

9. The City Council shall, following the public hearing, issue an Order setting forth its findings and the appropriate rates and their effective date.

10. The determination of the City Council after conclusion of any public hearing held under this section shall be final.

11. If the City Council makes a decision rejecting all or part of an application, the applicant may not submit another application which includes the same request for a period of six (6) months unless the City Council finds that the public interest requires reconsideration within a shorter period of time.

C. In reviewing a request for a rate adjustment, the City Council shall give consideration to the following:

1. Current and projected revenues.
2. Current and projected operating expenses.
3. Acquisition and replacement of equipment.
4. Professional and consultant services.
5. Reasonable return.

- 1 6. Construction and maintenance costs.
- 2 7. Research, training, and development.
- 3 8. Special services.
- 4 9. Consideration may also be given to any other factors
- 5 deemed relevant by the City Council.
- 6 D. Where no rate has been established for a particular type of service,
- 7 the City Council may establish an interim rate, pursuant to the
- 8 factors listed above in Subsection C, and included therein shall be a
- 9 time limit on the interim rate not to exceed ninety (90) days until a
- 10 final determination is made by the City Council.
- 11 E. No franchise holder shall charge a rate other than that established
- 12 by the City Council. All collection rates within any classification
- 13 shall be applied uniformly. Each franchised collector shall provide
- 14 a copy of its current schedule or collection rates and charges to the
- 15 City Manager not later than the 15th day of January of each
- 16 calendar year.
- 17 F. Any generator who receives service shall be responsible for
- 18 payment for such service. The owner of any premises shall be
- 19 responsible for payment for service provided to those premises to
- 20 the extent permitted by Oregon Law.

1 Section 10. REGIONAL COLLECTION AND DISPOSAL.

2 The City of Keizer may enter into agreements with any city, county or region for
3 joint franchise and/or regulation of collection, disposal or transportation services.

4 Section 11. CUSTOMER RESPONSIBILITY

5 A. Preparation of Solid Waste, Recyclable Material and Compostable Material
6 for Collection.

- 7 1. Solid waste, recyclable material and compostable material shall be
8 drained of surplus liquid and placed in a leak-proof receptacle,
9 except that receptacles for compostable material may have vent
10 holes for aeration.
- 11 2. Pet feces, sharp objects such as broken glass and knives, and any
12 other solid waste with potential for causing injury or disease shall
13 be securely wrapped in a manner to prevent exposure or injury to
14 the public or employees of a franchisee. No medical sharps shall
15 be placed in a receptacle.
- 16 3. Ashes shall be allowed to cool and shall be securely wrapped or
17 bagged before being deposited in any solid waste receptacle.
- 18 4. All solid waste, with the exception of large, bulky items, shall be
19 deposited promptly in a receptacle, or be so placed or located for
20 collection by the franchisee so as not to create a safety, nuisance,

litter or health hazard. Shredded paper, packing peanuts and other materials that could create a litter problem shall be securely bagged before being placed in a receptacle.

5. Bulky solid waste may be placed in an appropriately sized receptacle in accordance with this Ordinance, so long as the accumulation does not create a nuisance or fire hazard.

6. Newspapers, magazines and similar recyclable material items, when not placed in a receptacle, shall be placed at the curb, and shall be bundled and securely tied with a strong cord or securely placed in a heavy paper shopping bag, to prevent blowing and littering prior to or during collection.

7. Source separated recyclable material or compostable material shall be prepared and placed in conformance with any rules which may be adopted by the City Manager for the purpose of mitigating or addressing public health, public safety or pest concerns.

8. No liquid waste or semi-solid waste, excluding food waste, shall be placed in a receptacle, unless it is in a sealed, leak-proof vessel.

B. Solid Waste Receptacles.

1. Receptacles for the collection of solid waste by a franchisee shall be provided to the generator by the franchisee, unless otherwise

authorized by the franchisee. The loaded weight of a receptacle shall comply with the manufacturer's specifications.

2. Except for drop boxes and recycling baskets provided to the generator by a franchisee, receptacles shall be equipped with lids sufficient to keep out precipitation and to prevent disturbance by animals and entrance of pests; shall be kept closed, except when being filled, emptied or cleaned; and shall be kept in a clean, sealed and sanitary condition by the generator of the solid waste, recyclable material or compostable material. Receptacles used for the disposal of compostable materials may contain vent holes for the purpose of aeration.

3. Solid waste placed in a receptacle that is not designed for emptying by mechanical means shall not exceed a weight of 60 pounds, including the weight of the receptacle and its contents.

4. Receptacles designed for emptying by mechanical means shall not exceed a weight of 180 pounds for 95 gallon receptacles, 120 for 65 gallon receptacles, 60 pounds for 35 gallon receptacles, and 40 pounds for 20 gallon receptacles, including the weight of the receptacles and their contents.

C. Placement of Receptacles for Collection by Franchisee.

1 1. Receptacles containing solid waste, recyclable materials or
2 compostable materials shall be kept or placed so that there is
3 convenient and safe access for collection service by a franchisee
4 and, except as provided in this section, shall not be kept or placed
5 upon the street, sidewalk or other public place where such
6 placement would be a hazard to pedestrians or the motoring
7 public.

8 a. All carts designed for mechanical solid waste, recycling or
9 composting collection shall be placed at the curb or roadside
10 by the generator prior to collection time.

11 b. The generator shall provide safe access to the collection
12 point so as not to jeopardize the persons or equipment
13 supplying service or the motoring public.

14 c. Receptacles may be placed at or on the curb, whether on the
15 sidewalk or in the street right-of-way, provided that
16 receptacles placed in the street shall be placed so that no
17 part of the receptacle may be more than three feet from the
18 curb. Placement shall be made so that receptacles are
19 within manageable reach if standing in the street or next to
20 the curb line.

- d. Placement of receptacles at curbside or roadside are limited to a time period of 24 hours prior to collection and 24 hours after collection.
- e. Receptacles shall be kept outside of any locked, latched, bolted or hooked enclosure, when placed out for collection by a franchisee.
- f. No person shall block service access to a receptacle that has been placed for collection.

Section 12. ACCUMULATION OF SOLID WASTE PROHIBITED

- A. The generator shall prepare all solid waste for collection in conformance with this Ordinance and such solid waste shall be removed from the premises weekly, or at other reasonable intervals, so as to prevent spillage from receptacles, escape of odors, or conditions that would attract pests.
- B. A landlord, as defined in ORS 90.100, of a single family dwelling unit shall either: (1) subscribe to regular weekly solid waste management service of an appropriately sized receptacle with a City of Keizer Franchisee; or (2) enter into an agreement where the tenant shall subscribe to regular weekly solid waste management service of an appropriately sized receptacle with a City of Keizer Franchisee.

C. A landlord, as defined, in ORS 90.100, of multi-family dwelling units shall provide the following:

1. A separate location for receptacles for solid waste and recyclable material that is accessible to all dwelling units.
2. At least one receptacle with a cumulative capacity that allows for thirty-five gallons per dwelling units which solid waste may be placed.
3. At least one receptacle which recyclable material may be placed.
4. Subscribe to and pay for regular weekly solid waste management service of the receptacles with a City of Keizer Franchisee.

Section 13. SAVINGS CLAUSE.

Should any section or portion of this Ordinance be held unlawful or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof directly specified in the decision. All other sections or portions of this Ordinance shall remain in full force and effect.

Section 14. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after its passage.

Section 15. REPEAL.

Ordinance No. 96-360 (Relating to Solid Waste Management in the City of Keizer; and Declaring an Emergency) and Ordinance No. 2003-482 (Amending the Solid

1 Waste Management Ordinance and Declaring an Emergency) are hereby repealed in their
2 entirety. However, all Franchise Agreements and franchise fees imposed shall continue
3 in full force and effect.

4

5 PASSED this _____ day of _____, 2010.

6 SIGNED this _____ day of _____, 2010.

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Mayor

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City Recorder

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 ORDER

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5
6 IN THE MATTER OF THE AMENDMENT OF RATES
7 FOR RESIDENTIAL SERVICE FRANCHISE SOLID
8 WASTE COLLECTION WITHIN THE CITY OF KEIZER,
9 EFFECTIVE AS OF SEPTEMBER 1, 2010 (FOOD
10 WASTE AND YARD DEBRIS WEEKLY COLLECTION)

11
12
13 This matter comes before the Keizer City Council upon the Council's own
14 motion; and

15 IT APPEARING that the certain order entitled "In the Matter of the Amendment
16 of Rates for Franchise Solid Waste Collection Within the City of Keizer, Effective as of
17 September 1, 2010" was adopted on June 21, 2010; and

18 IT FURTHER APPEARING that weekly collection of food waste and yard debris
19 pickup will cause an increase in the costs to the solid waste/recycling franchisees; and

20 IT FURTHER APPEARING that the franchised solid waste collectors in Keizer
21 have requested a revision of the rates, the City Manager's office of the City of Keizer
22 has investigated and reviewed the proposed solid waste collection rates and has
23 recommended approval of the rates set forth in Exhibit "A" attached hereto; and

24 IT FURTHER APPEARING that the collection rates, charges and services with
25 regard to residential service only has been considered at a public hearing held at 7:00
26 p.m., July 6, 2010, by and before the City Council of the City of Keizer; and

27

1 IT FURTHER APPEARING that the City Council of the City of Keizer expressly
2 hereby finds that current projected revenues and expenses are reasonable; the collection
3 rates should be established as set forth in Exhibit "A" attached; and the proposed rates
4 and services will be just, fair, reasonable and sufficient to provide service to the public;

5 NOW, THEREFORE;

6 IT IS HEREBY ORDERED that the solid waste collection franchisees in the
7 municipal city limits of the City of Keizer, to wit:

8 Loren's Sanitation and Recycling Service, Inc. and

9 Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc.
10 are authorized to charge maximum rates as listed in Exhibit "A"(red text are the
11 services/rates being amended), a copy of which is attached to this Order and by this
12 reference incorporated herein, for solid waste collection service in the City of Keizer;
13 and

14 IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their
15 affected customers prior to implementing the new rates in the manner set forth in
16 Marion County Ordinance 615, as amended; and

17 IT IS HEREBY FURTHER ORDERED that except as amended herein, all other
18 rates, charges and services shall remain in effect without change; and

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1 IT IS HEREBY FURTHER ORDERED that this Order shall be effective
2 September 1, 2010, until replaced.

3 PASSED this _____ day of _____, 2010.

4 SIGNED this _____ day of _____, 2010.

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Mayor

City Recorder

**FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER JUNE 2010**

	Current Rate	Proposed Rate
I. AUTOMATED CART SERVICE - Monthly Rate		
A. RESIDENTIAL - CURB		
20 gallon: opt-out yard debris	11.73	11.73
20 gallon: full service	17.05	18.73
35 gallon: full service	18.95	20.63
65 gallon: full service	25.88	27.56
B. RESIDENTIAL - MULTI FAMILY & MOBILE HOME PARKS		
(1) 4 Units or less		
20 gallon: full service	15.93	
20 gallon: opt-out yard debris	10.96	
35 gallon: full service	17.71	
(2) 5 units or more - single billing		
20 gallon: no yard debris	10.86	
35 gallon: no yard debris	12.54	
C. OCCASIONAL EXTRA 35 gallon equivalent (Bundles/bags/cans)	2.84	
D. ON CALL	6.11	
E. EXTRA YARD DEBRIS CART (Residential full service only - per cart)	5.97	
F. YARD DEBRIS ONLY CART (Rate for residential and non-residential)	11.37	
G. CONTAMINATION FEE	9.82	
H. COMMINGLE RECYCLE ONLY CART (Rate for residential and non-residential)	9.82	

Full Service Includes:

Weekly collection of garbage

Bi-weekly (every other week) collection of commingled recyclables and special red-basket recyclables

Bi-weekly (every other week) collection of yard debris

Haulers provide color-coded calendar to each customer for specified bi-weekly collection schedule

Haulers provide automated roll carts - included in service price

Customers will not place larger items or over fill cart (lid must close completely prior to collection)

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access (for automated equipment) to the

cart - or for non-compliance with restrictions outlined above.

Maximum Cart Weights:

20 gallons - 40 lbs. per week
35 gallons - 60 lbs. per week
65 gallons - 120 lbs. per week
95 gallons - 150 lbs. per week

I. COMMERCIAL ROLL CART SERVICE

Commercial 35 gallon roll cart - curb	14.84
Commercial 65 gallon roll cart - curb	21.85
Commercial 95 gallon roll cart - curb	28.86

Haulers provide automated roll carts - included in service price

Customers will not place larger items or over fill cart (lid must close completely prior to collection)

Customers will not place hazardous chemicals, paint, corrosive materials or **hot ashes** into the carts

Roll cart service may not be appropriate for customers that do not provide access (for automated equipment) to the cart - or for non-compliance with restrictions outlined above.

Maximum Cart Weights:

35 gallons - 60 lbs. per week
65 gallons - 120 lbs. per week
95 gallons - 150 lbs. per week

J. BUNDLES, BOXES, SACKS OR OVERFILLED CARTS

Rate based on volumes equivalent to 35 gallon cart

K. CALL BACK - see Special Services

II. CONTAINER SERVICE - Weekly Service, Monthly Rate

A. CONTAINER - REAR LOAD - LOOSE

One-yard	First stop	68.28
	Each added stop	58.09
One & One-Half Yard	First stop	96.08
	Each added stop	85.88
Two-yard	First stop	123.11
	Each added stop	112.91
Three yard	First stop	176.61
	Each added stop	166.41
Four-yard	First stop	244.24
	Each added stop	214.05
Five-yard	First stop	274.27
	Each added stop	264.08

B. CONTAINER - FRONT LOAD - LOOSE

Two-yard	First stop	113.06
	Each added stop	103.89 *
Three yard	First stop	147.03
	Each added stop	136.83 *
Four-yard	First stop	192.32
	Each added stop	182.12 *
Five-yard	First stop	238.62
	Each added stop	228.43 *
Six-yard	First stop	281.82
	Each added stop	271.63 *

* \$10.00 discount for each additional stop per month

C. SPECIAL CLEAN-UP CONTAINER

3-yard	First stop	86.00
	Each added stop	61.00

Container must be accessible to truck; weight limit 1,500 lbs.

D. CONTAINER - COMPACTED

Customer supplies the compactor and container. Rate for first and added stop is triple the rate for the same size container for shredded, altered or mechanically compacted waste.

III. DROP BOX SERVICE

All rates are plus disposal fee, rental charges, and mileage, where applicable.

Minimum service: 20 cubic yards

A. LOOSE MATERIAL

		<u>Temp box delivery fee</u>
10 yard	125.00*	30.00
20 yard	125.00*	30.00
30 yard	146.00*	30.00
40 yard	187.61 No change	30.00

***Plus disposal (and mileage, if applicable)**

B. COMPACTED MATERIAL

Cost per yard for service	
Customer supplies compactor or box	6.52
Minimum charge	130.40

C. ADDITIONAL CHARGES

Rental per day, after first 48 hours	4.69
Monthly rental	62.27
Mileage charge for more than five mile radius from base station, per running mile	1.05

IV. MEDICAL WASTE COLLECTION RATES

Services provided by Marion Environmental Services

A. COMMERCIAL BOXES

		Light volume (1-74 boxes)
20 gallon box	First box	16.51
	Each additional box	12.95
35 gallon box	First box	18.57
	Each additional box	15.01

B. RESIDENTIAL BIO-MEDICAL SHARPS CONTAINER (OAR 437-02-360) 11.42

One gallon specially designed container, delivered to the door. To be used until filled and then collected by hauler separately from municipal solid waste. May not be left at the curb for pick up.

V. SPECIAL SERVICES AND MISCELLANEOUS SERVICES

If debris exceeds 20 yards, use drop box at hauler's discretion. Unless noted, prices reflect disposal only; trip charges may apply.

A. JANITORIAL SERVICES, CALL BACKS, AND OTHER SPECIAL SERVICES

All fees in addition to disposal	One man	Two Men
1/4 hour	21.00	31.50
1/2 hour	42.50	50.00
3/4 hour	64.00	94.50
1 hour	85.00	125.00
Additional disposal charged at \$10.32 per yard (based on .033725 per lb. @ avg. 300 lbs. per yard).		
Maximum trip charge		25.00

B. TIRES

Passenger tires (up to 16")	3.00 4.00 with rims
Truck tires	8.50 16.00 with rims
Tractor tires	15.30 Special service rate

C. LARGE MAJOR APPLIANCES AND FURNITURE

Appliances: **\$10.00-15.00** service fee for large appliances - add **\$20.00** for freon removal, plus hourly labor to remove.

Special items: 1) large furniture (couch, dresser, etc.)	13.00-18.00
2) small furniture (arm chair)	8.00-13.00
3) hide-a-bed	18.00-23.00
4) table & 3-4 chairs	8.00
5) mattresses	7.00
	twin box spring 6.50
	full/queen 9.00
	full/queen box spring 8.00
	king 11.00
	double twin box spring for king 10.00
	(rates negotiable if items are wet)
Bathtub/sink/toilet	fiberglass tub/shower 11.00-15.00
	cast iron tub/shower \$ negotiable
	sink/toilet 5.00-9.00

	double sinks	\$ negotiable	
	hot water heaters	10.00-15.00	
Car batteries		10.00	
Carpets		\$ negotiable	wet/dry
Computers & peripherals		13.00	
Televisions and monitors	15-20"	13.00	
	20-32"	18.00	
	32"	23.00	
	larger	\$ negotiable	

VI. RESTART (delinquent customers)

Restart delinquent account fee	10.00
Precise charge for receptacle pick-up and return, all areas:	
per set of carts	25.00
per container	25.00
per drop box	25.00

CITY COUNCIL MEETING: July 6, 2010

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: CHEMAWA ROAD NORTH IMPROVEMENTS

DATE: JUNE 23, 2010

BACKGROUND:

The Oregon Department of Transportation (ODOT) is beginning the process to upgrade Chemawa Road North to Urban Standards. In order to obtain access to Federal Funds received from the State Transportation Improvement Program (STIP) and the Transportation Enhancement Grant Program (TE), it is necessary for the City to enter into an Intergovernmental Agreement (IGA) with ODOT for project design and management. The IGA outlines a scope of services provided by ODOT consisting of Preliminary Engineering, Survey, Plans and Specs, Contracts, Construction Engineering, Utility coordination and Right of Way acquisition. ODOT will be the lead agency on this project from start to finish with City staff assisting when requested.

FISCAL IMPACT:

Estimated cost for the project is 2.5 million dollars. The City's total match for the STIP and TE Grants is \$450,000. Matching funds are available in the 09/10 Street Fund line item 99.

RECOMMENDATION:

Staff recommends City Council adopt the attached resolution authorizing the Mayor to enter into the Local Agency Agreement with the Oregon Department of Transportation for pedestrian, bicycle, signal and drainage improvements along Chemawa Road N. from River Road to Keizer Rapids Park. Please contact me if you have questions.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2010-_____

3 AUTHORIZING THE MAYOR TO ENTER INTO THE
4 LOCAL AGENCY AGREEMENT/TRANSPORTATION
5 ENHANCEMENT PROGRAM PROJECT WITH OREGON
6 DEPARTMENT OF TRANSPORTATION FOR THE
7 CHEMAWA ROAD: RIVER ROAD TO KEIZER RAPIDS
8 PARK PROJECT
9

10 WHEREAS, the City of Keizer has determined a need to improve Chemawa Road
11 from River Road to Keizer Rapids Park;

12 WHEREAS, the project involves widening of Chemawa Road, installation of new
13 sidewalks, installation of landscaping and rain gardens, installation of a traffic signal and
14 installation of pedestrian crosswalk improvements;

15 WHEREAS, the City of Keizer has applied for and has been approved for
16 Federal-Aid Surface Transportation Program (STP) funds in the amount of \$970,000.00
17 and Transportation Enhancement Program (Enhancement) funds in the amount of
18 \$883,000.00;

19 WHEREAS, the City of Keizer's matching funds (estimated at \$450,000.00) will
20 be paid from the Street Fund;

21 NOW, THEREFORE,

22 BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is
23 hereby authorized to execute the Local Agency Agreement/Transportation Enhancement
24 Program Project, which is attached hereto and by this reference made a part hereof, with

1 the Oregon Department of Transportation for the Chemawa Road: River Road to Keizer
2 Rapids Park project.

3 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
4 City Manager and Public Works Director are authorized to take any actions consistent
5 with such agreement.

6 PASSED this _____ day of _____, 2010.

7 SIGNED this _____ day of _____, 2010.

8

9

10

Mayor

11

12

13

City Recorder

LOCAL AGENCY AGREEMENT
TRANSPORTATION ENHANCEMENT PROGRAM PROJECT
Chemawa Road: River Road to Keizer Rapids Park, Bike Lanes & Sidewalks
City of Keizer

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and the **CITY OF KEIZER**, acting by and through its elected officials, hereinafter referred to as "Agency", both herein referred to individually or collectively as "Party" or "Parties".

RECITALS

1. **Chemawa Road** is a part of the **city street system** under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
3. Under provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), State is required to set aside federal funds for projects to address transportation enhancement activities, hereinafter referred to as Enhancement Funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under said provisions, State and Agency agree to **construct sidewalks, bike lanes, and planter strips on both sides of Chemawa Road from River Road to Keizer Rapids Park**, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at **\$2,500,000**, which is subject to change.
 - a. A portion of the Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The STP-U funds are limited to \$970,000 and may be used for all phases of the Project.

- b. A portion of the Project will be conducted as a part of the Transportation Enhancement Program under Title 23, United States Code, which incorporated SAFETEA-LU. The Enhancement Funds are **estimated at \$883,000** and shall be used **only for the construction phase of the Project**. Agency is responsible for providing the match for the federal funds (STP-U and Enhancement) and any non-participating costs, including all costs in excess of the available federal funds.
 - i. Agency must obtain approval from State's Transportation Enhancement Program Manager for any additional funds beyond the amount in Paragraph No. 2b above. For additional Enhancement Funds up to a total of **\$971,300** (10 percent over the **\$883,000** estimated Enhancement funding) Agency's matching share will be 10.27 percent of Enhancement-eligible costs. For any approved Enhancement Funds above **\$971,300** Agency's matching share will be fifty (50) percent of the Enhancement-eligible costs.
 - ii. Agency is not guaranteed the use of unspent funds for a particular phase of work. State will not release funds from any authorized phase of work for use on a subsequent phase unless specifically requested by Agency before obligating funds on the subsequent phase.
- 3. The federal funding for this Project is contingent upon approval by the Federal Highway Administration (FHWA). Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
- 4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
- 5. The Enhancement funds for this Project are contingent upon approval of State's FY 2010-2013 "Statewide Transportation Improvement Program" (STIP). State shall notify Agency when sufficient funds have been appropriated and are available. Any construction work performed prior to receipt of Notice to Proceed from State's Local Agency Liaison is considered non-participating and cannot be reimbursed. If STIP approval has not occurred by December 31, 2010, this Agreement shall pertain only to the preliminary engineering (PE) and right of way phase of the Project, using STP-U funds.
- 6. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. The attached Special Provisions contain additional termination conditions.

7. This Agreement may be terminated by mutual written consent of both Parties.
8. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
9. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2.
11. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds

available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

12. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
14. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program (**Key No. 14316**) that was approved by the Oregon Transportation Commission on November 14, 2007.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

Signature page to follow

City of Keizer / ODOT
Agreement No. 26,837

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

CITY OF KEIZER, by and through its
elected officials

By _____
Title: _____

Date _____

By _____
Title: _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Attorney

Date _____

Agency Contact:
Rob Kissler, Director of Public Works
City of Keizer
PO BOX 21000
Keizer OR 97307

State Contact:
Region 2 Local Agency Liaison
455 Airport Road SE, Building B
Salem, Oregon 97301

STATE OF OREGON, by and through
its Department of Transportation

By _____
Interim Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____
Region 2 Manager

Date _____

By _____
TE Program Manager or Local
Government Section Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date: _____



ATTACHMENT NO. 1
SPECIAL PROVISIONS

1. The Parties agree that this Agreement shall terminate if the funds for this Project are not obligated for construction on or before **December 31, 2012 which is 12 months after the target obligation date assigned by State**. Upon termination of this Agreement, State may reassign any Transportation Enhancement funds not yet obligated for the Project and shall have no obligation to fund any remaining phases of work through the Transportation Enhancement program.
2. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way; obtain all required permits; arrange for all utility relocations or reconstruction; perform all construction engineering, including all required materials testing and quality documentation; and prepare necessary documentation to allow State to make all contractor payments. Project plans shall conform to the Oregon Highway Design Manual and the Oregon Bicycle and Pedestrian Plan.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project. Prior to award of the contract, Agency shall provide State its share of the Project cost upon receipt of request from State. The Project cost is defined as the Engineer's estimate plus ten (10) percent.
4. State may make available Region 2's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the Project.
5. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as **20 years**. State may conduct periodic inspections during the life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
6. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Transportation Enhancement funds until State receives full reimbursement of the costs incurred.
7. Maintenance responsibilities shall survive any termination of this Agreement.

ATTACHMENT NO. 2

FEDERAL STANDARD PROVISIONS

JOINT OBLIGATIONS PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for Agency in other matters pertaining to the Project. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered by this Agreement, Agency and Consultant shall enter into a State reviewed and approved personal services contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal services contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279A.055, the current State Administrative Rules and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the Agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by state law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance, Agency has submitted and the United States Department of Transportation (USDOT) has approved a Disadvantaged Business Enterprise Affirmative Action Program which Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification from USDOT to Agency of its failure to carry out the approved program, USDOT shall impose such sanctions as noted in Title 49, CFR, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of Agency to obtain future USDOT financial assistance.
6. **Disadvantaged Business Enterprises (DBE) Obligations.** State and its contractor agree to ensure that DBE as defined in Title 49, CFR, Part 26, have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with Title 49, CFR, Part 26, to ensure that DBE have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. Agency shall carry out applicable requirements of Title 49, CFR, Part 26, in the award and administration of such contracts. Failure by Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as State deems appropriate.
7. The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Agreement.
8. Agency agrees to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
9. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR Parts 1.11, 140, 710, and 771; Title 49 CFR Parts 18, 24 and 26; 2 CFR 225, and OMB CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended and provisions of Federal-Aid Policy Guide (FAPG).

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

10. State shall submit a Project funding request to FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the Project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained. The**

program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from FHWA. Major responsibility for the various phases of the Project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

11. State shall, in the first instance, pay all reimbursable costs of the Project, submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.
12. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Agreement. State will also determine and clearly state in the Agreement if recipient is a subrecipient or vendor, using criteria in Circular A-133.

PROJECT ACTIVITIES

13. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
14. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
15. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
16. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
17. State shall, as a Project expense, assign a liaison person to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT OF WAY

18. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of the Project. Agency may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project, provided Agency (or Agency's consultant) are qualified to do such work as required by the State's Right of Way Manual and have obtained prior approval from State's Region Right of Way office to do such work.
19. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through the State's Region Right of Way offices on all projects. All projects must have right of way certification coordinated through State's Region Right of Way offices (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on the Project). Agency should contact the State's Region Right of Way office for additional information or clarification.
20. State shall review all right of way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right of way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FHWA Federal-Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
21. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
22. Agency insures that all Project right of way monumentation will be conducted in conformance with ORS 209.155.
23. State and Agency grants each other authority to enter onto the other's right of way for the performance of the Project.

AGENCY OBLIGATIONS

FINANCE

24. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
25. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency

has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.

- b) Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - d) Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
26. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
27. Costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon.
28. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
29. Agency shall follow requirements of the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving \$500,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which

the local agency participates. The cost of this audit can be partially prorated to the federal program.

30. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
31. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison Person for review and approval. Such invoices shall identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of Title 23 CFR Parts 1.11, 140 and 710. Final billings shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering (PE) 2) last payment for right of way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final billings submitted after the three months shall not be eligible for reimbursement.
32. The cost records and accounts pertaining to work covered by this Agreement are to be kept available for inspection by representatives of State and FHWA for a period of six (6) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR 18.42).
33. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) Right of way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right of way acquisition.
 - c) Construction proceeds after the Project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
34. Agency shall maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

35. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through State's appropriate Region contact or State's Railroad Liaison. Only those costs allowable under Title 23 CFR Part 646, subpart B and Title 23 CFR Part 140, subpart I, shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, State is under no obligation to agree to perform said duties.

UTILITIES

36. Agency shall follow State established Statutes, Policies and Procedures when impacts occur to privately or publicly-owned utilities. Only those utility relocations, which are eligible for federal-aid participation under the FAPG, Title 23 CFR 645A, Subpart A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. However, State is under no obligation to agree to perform said duties.
37. The State utility relocation policy, procedures and forms are available through the appropriate State's Region Utility Specialist or State Utility Liaison. Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility Liaison.

STANDARDS

38. Agency agrees that design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current "State Highway Design Manual" and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the Project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
39. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
40. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
41. All plans and specifications shall be developed in general conformance with the current "Contract Plans Development Guide" and the current "Oregon Standard Specifications for Highway Construction" and/or guidelines provided.

42. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

43. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
44. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
45. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the Agreement.

CONTRACTOR CLAIMS

46. Agency shall, to the extent permitted by state law, indemnify, hold harmless and provide legal defense for State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this Agreement.
47. Notwithstanding the foregoing defense obligations under Paragraph 46, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

MAINTENANCE RESPONSIBILITIES

48. Agency shall, upon completion of construction, thereafter maintain and operate the Project at its own cost and expense, and in a manner satisfactory to State and FHWA.

WORKERS' COMPENSATION COVERAGE

49. All employers, including Agency that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

50. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paragraphs 36, 37, and 48 are not applicable to any local agency on state highway projects.

COUNCIL MEETING: July 6, 2010

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: KEVIN WATSON
ASSISTANT TO THE CITY MANAGER**

SUBJECT: EXTENSION OF THE KEIZER ROTARY AMPHITHEATRE TASK FORCE

BACKGROUND: After the 2009 Keizer Rotary Amphitheatre Concert Season, City Officials and staff approved the development of a task force to address the issue that arose from the 2009 season. User fees, sound concerns and a concert series were addressed by the task force. The task force was originally intended to dissolve in June 2010.

Due to scheduling and weather issues, an ideal time to conduct a sound analysis has not been effectively produced. In addition, it's felt that a summary meeting after the 2010 concert season will be ideal to clear up any final issues with the Amphitheatre.

RECOMMENDATION: Staff recommends that by motion, the City Council extend the dissolution date for the Keizer Rotary Amphitheatre Task Force to October 1, 2010.

CITY COUNCIL MEETING: July 6, 2010

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *KEIZER POLICE DEPARTMENT VEHICLE LEASE*

As part of a scheduled rotation to keep police vehicles current, the City of Keizer will be leasing six new police vehicles. Funds for the new leases were approved in the current budget.

RECOMMENDATION:

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

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2010-_____

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

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

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

WHEREAS, funding for these lease agreements have been included in the approved 2010-2011 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

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

PASSED this _____ day of _____, 2010.

SIGNED this _____ day of _____, 2010.

Mayor

City Recorder

MUNICIPAL VEHICLE RENTAL AGREEMENT

OWNER: Auto Leasing Specialists, LLC 4785 Portland Rd NE Salem, Oregon 97305 (877) 227-0876 (503) 485-0990	Send all documents to: Auto Leasing Specialists, LLC 17526 O Street Omaha, NE 68135 (402) 315-3792	Agreement No.: 1858
RENTER: City of Keizer 930 Chemawa Road NE Keizer, OR 97307 Phone: 503-390-3713 Fax: 503-390-8295	VENDOR: Auto Additions 4775 Portland Rd. NE Salem, OR 97305 Phone: 503-393-3910 Fax: 503-393-7265	
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted) Two (2) 2010 Chevy Tahoe's, 2WD, K-9 Units, Two (2) 2010 Chevy Tahoe's and One (1) 2010 Dodge Charger as more thoroughly described in Exhibit "A" to the Agreement Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above. Address _____ City _____ State _____ Zip _____		
EQUIPMENT COST – TERM – PAYMENTS		
TAXES	All Taxes are the sole responsibility of the Renter.	
RENTAL TERM	3 Annual Payment 7/19/2010, 7/19/2011 and 7/19/2012	
PAYMENTS	\$76,831.50 on 7/19/2010, \$76,831.50 on 7/19/2011 and \$76,831.50 on 7/19/2012	
PURCHASE OPTION AMOUNT	Renter may purchase the equipment for its fair market value after timely making all Rental Payments.	

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

Owner hereby rents the equipment to Renter for the following purposes and upon the following terms and conditions:

1. **Rental.** Annual mileage is limited to 20,000 miles per vehicle and will be charged \$.15 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereof by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
2. **Renewal Term, Rent and Term.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year commencing with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due and payable at the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, the Equipment will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement at the case may be. **NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be net of all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of set-off, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
3. **Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
4. **Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative nor agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
5. **Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. **OWNER HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF RENTER, OR OTHERWISE.** Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. **NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
6. **Return of Equipment:** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the term in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.

7. **Turn-In Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid registration is required. At least fourteen (14) days prior to the end of the Rental Term, Rental will notify Owner in writing of proposed date within such ten (10) day period it intends to turn-in the Equipment. Owner will notify Renter of the designated turn-in location for the Equipment. The Renter will be responsible for transporting the Equipment to the turn-in location.
- a. At the time of Equipment turn-in, Owner or its designee will complete the "Condition Report" (part of the Exhibit that is attached hereto). Owner will prepare a Condition Report and accept or reject the Equipment within ten (10) business days of its return to the turn-in location. If Owner determines that there is Equipment damage in excess of the allowable allowance of \$300.00, Owner will present the Condition Report to Renter for signature. If the Equipment is turned in timely and within five (5) business days after receipt of the Condition Report, the Renter signs and returns the Condition Report, paying the amount due as specified therein, the Rental Payments will end, effective as of the date the Condition Report was prepared. If the Equipment is turned-in late or the Condition Report is not timely signed and returned with the amount payable thereon, rental payments will be paid by Renter until the Equipment is turned-in. Condition Report is signed and returned by Renter, and the amount due as specified therein has been paid.
- b. Equipment damage. Renter shall return the Equipment in good operating condition, reasonable wear and tear excepted. Lessor's turn-in condition report sets forth Condition Standards that the parties agree to abide by. If the Equipment is not in such condition when returned to Owner, Renter shall pay Owner the costs to Owner to bring the Equipment into compliance with said standards. Furthermore, any collision damage must be reported and accompanied with repair orders. Any Equipment which has been stolen, or has sustained any amount of frame, fire, or water damage, or \$1,000.00 or more of cumulative damage, of hail damage in excess of \$300.00, or previous damage of \$1,000.00 or more, repaired or not, is not eligible for return and shall be purchased by Renter at a price equal to the NADA "blue book" or similar reputable source's retail value of the Equipment in the condition specified by this Agreement. If Owner discovers exposable damage after acceptance of the Equipment, Renter will be notified and it shall be the responsibility of Renter to purchase and pick up the Equipment at a location designated by the Owner.
8. **Inspection:** Owner shall have the right to request and/or read the odometer on an annual basis and to charge the Renter accordingly for excess mileage and to enter the premises where the Equipment is located at all reasonable times, to inspect the Equipment. Owner shall have the right to review all maintenance records, and otherwise determine Renter's compliance with the terms of this Agreement.
9. **Alterations:** Renter shall make no alterations or affix any attachments to the Equipment without the prior written consent of the Owner.
10. **Third-Party Injury:** Owner shall not be liable to any person or damage to property resulting directly from the operation or use of the Equipment, Rental shall indemnify and save the Owner and its assignee(s) harmless from and against any loss, damage, liability, or expense (including attorney's fees) claimed with respect to injury to any person or damage to property resulting from the operation or use of the Equipment.
11. **Title:** Title to the Equipment shall at all times be titled in the name of the Owner as lessor and the Renter as lessee, with the Owner or its assigns having a first security interest as first priority lien holder. The Equipment is, and will remain, personal property and will not be affixed or attached to real estate or any building thereon. Renter agrees to affix to the Equipment a tag, if provided by Owner, stating Owner's interest in the Equipment. Upon termination of the Agreement for any reason, full and unencumbered legal title to the Equipment then subject to this Agreement shall pass to Owner. In such event Renter shall execute and deliver to Owner such documents as Owner may request to evidence the passage of legal title to each item of Equipment to Owner and the termination of Renter's interest therein, and upon request by Owner shall deliver possession of each item of Equipment to Owner.
12. **Security Interest:** Owner shall have and retain a security interest in each item of Equipment subject to this Agreement, the proceeds thereof, and all repairs, replacements, substitutions, and modifications thereto or thereof, including any proceeds, in order to secure Renter's payment of all Payments due during the Term of the Agreement with respect thereto, and the performance of Renter's obligations required to be performed by Renter. Owner shall have authority, upon filing of the Manufacturer's Certificate of Origin for the Equipment with the State Department of Motor Vehicles to require the Department note Owner's security interest on its records and the Certificate of Title for the Equipment, Owner may execute and file such financing statements and other documents to establish and maintain a valid security interest in the Equipment. If requested by Owner, Renter shall conspicuously mark each item of Equipment with appropriate lettering, labels or tags, and maintain such markings during the term of this Agreement with respect thereto, so as to clearly disclose Owner's security interest in the Equipment.
13. **Miscellaneous:** Renter shall furnish and permit only qualified, trained, safe, licensed driver(s) whom it duly authorizes(s) to operate the Equipment, all such driver(s) being the agent(s) of Renter and not the agent(s) employee(s), or representative(s) of Owner. Rental shall provide and pay for all fuel necessary to operate the Equipment. Renter shall provide the Equipment to be duly licensed as required by any state in which it is operated and further, it shall cause the Equipment to be duly certified for operation but not limited to any emission and/or registration requirements. Renter, at its sole expense, shall maintain the Equipment in good condition and state of repair, in all cases strictly in compliance with the manufacturer or vendor's specifications and recommendations and consistent with all requirements to keep all manufacturer's or other warranties fully enforceable. Renter shall not permit any warranty on the Equipment to become unenforceable. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated, and Renter shall be responsible for these charges. Renter shall cause each item of Equipment to be inspected as required by the laws of the state in which such Equipment is located.
14. **Location:** Renter shall not move the Equipment from the location noted in this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld. Owner shall have the right from time to time during normal business hours to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition, and proper maintenance of the Equipment.
15. **Use, Maintenance and Repair.** Renter shall use the Equipment in the manner for which it was designed and intended, solely for Renter's business purposes, in accordance with all applicable manufacturer and Vendor manuals and instructions and in compliance with all applicable laws, regulations and orders. Renter, at Renter's own cost and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted and shall furnish all parts, mechanics, devices and servicing required therefore. All replacement parts and repairs at any time made to or placed upon the Equipment shall become the property of Owner. Renter may, with Owner's prior written consent, make such alterations, modifications or additions to the Equipment as Renter may deem desirable in the conduct of its business, provided the same shall not diminish the value or utility of the Equipment or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return of Equipment to Owner as to which such alterations, modifications or additions have been made, Renter shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted and, if not so removed, title thereto shall automatically vest in Owner.
16. **Taxes.** Unless otherwise indicated, the rent is net of any and all taxes. Renter shall pay directly, reimburse or pay to Owner, all license and registration fees, assessments, stamp and documentary taxes, sale and use taxes, personal property taxes, gross receipts taxes, excise taxes, ad valorem and all other taxes and charges, however designated, which may now or hereafter, during the term of this Agreement, be imposed by any governmental body or agency upon this Agreement or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Owner or Renter and whether due before or after termination of this Agreement; excluding, however, all taxes on or measured by the net income of Owner. Owner shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Agreement, buy may do so strictly as an accommodation to Renter and shall not be liable or accountable to Renter therefore.
17. **Additional Covenants.** To the extent permitted by the laws and Constitution of the State in which Renter is located, Renter shall protect, hold harmless Owner from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The assurance arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Rental Term for any reason. Renter agrees not to withhold or abate any portion of the payments to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment, provided, however, that Renter shall not be required to indemnify Owner for any claims and damages caused by Owner's negligence or willful conduct.

18. **Loss or Damage.** Renter hereby assumes and shall bear the entire risk of loss (including theft and requisition of use) or destruction of or damage to the Equipment from any and every cause whatsoever, whether or not insured, until the Equipment is returned to the location specified by Owner. No loss or damage shall relieve Renter from any obligation under this Agreement, which shall continue in full force and effect, including but not limited to the obligation to make Rental Payments in the event of damage to or loss or destruction of the Equipment (or any item thereof). Renter shall promptly notify Owner in writing of such fact and shall, at the option of Renter, (a) place the same in good repair, condition and working order; (b) replace the Equipment with like personal property in good repair, condition and working order and provide Owner with a first priority security interest in and to such replacement property to Owner, whereupon such property shall be subject to this Agreement and be deemed the Equipment for the purposes hereof; or (c) pay to Owner the total of unpaid Rent for the remainder of the entire Rental Term plus the estimated fair market value of the Equipment at the end of the entire Rental Term, discounted at the current rate for United States Treasury Bills having maturities at the end of the entire term, whereupon this Agreement shall terminate with respect thereto. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the then unpaid obligations of Renter to Owner, if not already paid by Renter, or, if already paid by Renter, to reimburse Renter for such payment; or, in the event option (a) or (b) is elected, to reimburse Renter for the costs of repairing, restoring or replacing the Equipment upon receipt by Owner of evidence, satisfactory to Owner, that such repair, restoration or replacement has been effected.
19. **Insurance.** At its own expense Renter shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Owner that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full insurable value (meaning the original Equipment cost), and to protect Owner from liability in all events. All insurance proceeds from casualty losses shall be payable as provided herein. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term (Acord Form 27 or its equivalent). Alternatively, Renter may insure the Equipment under a blanket policy or policies, which cover not only the Equipment but also other properties. If Renter shall insure similar properties by self-insurance, Renter will insure the Equipment by means of an adequate insurance fund. All insurance shall name Renter and Owner as insureds and loss payees as their respective interest may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Owner in the event of modification, cancellation or expiration. Renter shall pay all deductibles.
20. **Collection, Expenses, Interest and Advances.** Should Renter fail to pay any part of the rent herein reserved or any other sum required to be paid by Renter to Owner hereunder, Renter shall pay Owner interest on such delinquent payment at eighteen (18) percent per annum or the highest legal contract rate, whichever is less, from the date when such payment was due until paid and the expenses of any collection agency or service employed by Owner to collect said payments. In the event Owner employs the services of any attorney to enforce any of the terms of this Agreement, Renter shall pay reasonable attorney's fees, costs and expenses so incurred by Owner. All advances made by Owner to preserve the Equipment of to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Renter to Owner together with interest thereon at eighteen (18) percent per annum or the highest legal contract rate, whichever is less until paid.
21. **Default.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Renter's failure to pay any rent or other sum due Owner as herein provided within ten (10) days after the due date thereof; (b) Renter's failure to observe, keep or perform any other term, covenant or condition of this Agreement and such failure continues for twenty (20) days following receipt of written notice thereof from Owner; (c) a writ of attachment of execution be levied upon the Equipment or any item thereof and is not released or satisfied within ten (10) days; (d) the filing by or against Renter of a petition under the Bankruptcy Code or any amendment thereto or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Renter for the benefit of creditors; appointment of a receiver or trustee for Renter or for Renter's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Renter; or Renter ceases its political or corporate existence; (f) any representation or warranty made by Renter herein or in any document delivered to Owner in connection herewith shall prove to have been false or misleading in any material respect; or (g) Renter being in default under any other Rental or other contract with Owner.
22. **Remedies.** Upon the occurrence of an event of default, Owner may exercise, at its sole discretion, any one or more of the following remedies: (a) by written notice to Renter declare the entire unpaid rent for the full Rental Term immediately due and payable; (b) as allowed by local law, whereupon the same shall become immediately due and payable without further notice of demand; (b) proceed by appropriate court action to enforce performance by Renter of the applicable covenant or to recover damage for the breach thereof; (c) sue for and recover all rent and other payments then accrued or thereafter accruing under this Agreement; (d) terminate this Agreement by written notice to Renter, whereupon all rights of Renter in and to the Equipment shall terminate and Renter shall return the Equipment to Owner as provided herein; hereof; (e) require Renter to return the Equipment and if not so returned, Owner may personally, or by its agents, and with or without legal process, enter upon the premises where the Equipment is located and repossess the Equipment free from all claims by Renter and without liability for trespass or any damage occasioned by such taking of possession, but such return or repossession of the Equipment shall not constitute a termination of this Agreement unless Owner has expressly so notifies Renter in writing; (f) with respect to Equipment returned to or repossessed by Owner, and unless Owner has terminated this Agreement, Owner will sell or sublease the Equipment, to such persons and upon such terms as Owner may determine, at one or more public or private sales and with or without notice to Renter, and apply the net proceeds thereof after deducting the costs and expenses of such sale or subrental, including, but not limited to, costs of repossession, transportation, storage, any necessary repairs and broker's fees, to Renter's obligations hereunder with Renter remaining liable for any deficiency and with any excess retained by Owner. The proceeds of a subrental for all or any item of Equipment shall be the amount reasonably assigned by Owner as the rental value of such Equipment for the remainder of the Rental Term. In the event of a sale, an amount equal to the estimated fair market value of the Equipment at the end of the originally scheduled Rental Term shall be deemed to arrive at the net proceeds of such sale; and (g) pursue any other remedy at law or in equity. Renter agrees to pay Owner all costs and expenses, including reasonable attorney's fees, costs and expenses incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement. No right or remedy conferred upon or reserved to Owner hereunder is exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and may be enforced separately, concurrently, and from time to time.
23. **Assignments.** Without the prior written consent of Owner, Renter shall not sublet or lend the Equipment or otherwise assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest in this Agreement or in and to the Equipment, or permit any lien, charge or encumbrance thereon. Renter's interest herein is not assignable or transferable by operation of law. Renter will not relinquish possession and use of or abandon the Equipment to any party other than Owner. All rights of Owner in the Equipment and under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Renter, but always, however subject to the rights of Renter under this Agreement. In the event of an assignment by Owner, whether as security for any of its indebtedness or otherwise, no breach or default by Owner hereunder shall excuse performance by Renter of any provision hereof, it being understood that in the event of such default or breach by Owner that Renter shall pursue any rights on account thereof solely against Owner and shall not assert against such assignee any defense, counterclaim, or set-off which Renter may have against Owner. If Renter is given notice of any such assignment, Renter agrees to acknowledge receipt thereof in writing and, if so desired thereby, to pay directly to such assignee the rents and other sums payable hereunder so assigned. Subject to the foregoing, this Agreement inures to the benefit of and is a binding upon the legatees, personal representatives, successors and assigns of the parties hereto.
24. **Return of Equipment.** Upon expiration of the Rental Term or other termination pursuant to the terms of this Agreement (except upon purchase by Renter), at the option of the Owner, (i) Renter shall immediately return the Equipment in as good a condition as received, normal wear, tear, and depreciation excepted, to such place within the continental United States as is designated by Owner, or (ii) Owner shall transfer its rights in the Equipment to Renter "as is, with all faults." If shipped, the Equipment shall be properly crated and shipped by such reasonable means as designated by Owner, freight prepaid and properly insured; provided, however, that Owner shall reimburse the excess of such freight expenses to such new location over the cost of such shipment from the then location of the Equipment to Owner's address shown herein. Such shipment shall be f.o.b. destination and the Renter shall bear all costs associated with packing and shipping. The risk of loss shall not be transferred to Owner until the Equipment is received by it. Should Renter not return the Equipment at the end of the Rental Term, unless title is transferred to Renter, Renter shall continue to pay rent to Owner in the sum and on the due dates set out in this Agreement as a month to month rental until returned by Renter or until returned upon demand therefor by Owner. Owner also may recover from Renter the replacement value of Equipment not returned when due.

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

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

to issue to you:

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

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

Date: _____

By: _____

Chris Eppley - City Manager

ACCEPTED BY:
OWNER: Auto Leasing Specialist LLC

By: _____

Name: Ed Anderson
Title: President

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

Signature: _____

Name: Chris Eppley

Title: City Manager

Date: _____

Attested By: _____

Name and Title of Attester: _____

SEAL

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

Number: 1858

Renter: City of Keizer

Vendor: Auto Additions

Equipment: Two (2) 2010 Chevy Tahoe's, 2WD, K-9 Units, Two (2) 2010 Chevy Tahoe's and One (1) 2010 Dodge Charger as more thoroughly described in Exhibit "A" to the agreement.

Accepted by: _____

Printed Name: _____ Chris Eppley _____

Title: _____ City Manager _____

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment
1	7/19/2010	\$76,831.50
2	7/19/2011	\$76,831.50
3	7/19/2012	\$76,831.50

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

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

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment for Two (2) 2010 Chevy Tahoe's, 2WD, K-9 Units, Two (2) 2010 Chevy Tahoe's and One (1) 2010 Dodge Charger:

The following equipment description is for two (2) 2010 Chevy Tahoe's with K-9 Units with VIN's

ITEM	DESCRIPTION	QTY
2010 Chevrolet Tahoe	2010 CHEVY TAHOE SSV 2010 Chevrolet Tahoe SSV 2wd Police package	1
01-0207C	Chevy Tahoe Fuse Panel for 2007 Chevrolet Tahoe, includes circuit breaker, power tamer, heavy duty relay.	1
KK-K9-C20-K-PT	K-9 INSERT KK-K9-C20-K-PT Havis K9 transport system for 2007-2008 GMC Yukon and Chevrolet Tahoe, Unique white powder coat finish, Radius corners, molded edges and proper sized ventilation holes, Fabricated from heavy-duty aluminum, Includes single compartment kit with one sliding front door and aluminum fold-down interior window guards and door panels with rubber matting.	1
KK-K9-IIP-50 10-H	K-9 Hot-N-Pop system: S.O.S. Horn Alert Module Dual Window Drop Module Lightbar Activation Module Siren Activation Module Remote Pager / Beeper Module	
KK-K9-HA-FKT-1	K9,ACSY,HTLRM,HTPOP,OPT,FAN,SP	
VTX609C	FRONT LIGHTS VERTEX SUPER-LED LIGHT WHITE	2
710	Code 3 Head Light Heavy-Duty Epoxy-Sealed Dual Pattern Headlight Flasher.	1
EL3SNB	GRILL LIGHTS Sound Off 3 Up Ultra LED BLUE	1
EL3SNR	Sound Off 3 Up Ultra LED RED	1
AA-Soundoff-Mini-Bklt	AA-Soundoff-Mini-Bklt Bracket, 90 Degree Bend, For Sound-Off, EL3SN series Mini LED Lightheads.	2
	CONSOLE	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
AA-LinnCo-Ba-2	Custom Console per Linn-Co spec's, 3" shorter than standard LinnCo-Ba.	1
J5330	Panasonic Docking Station P2 Plate that is used in a 425-5328P2	1
J2215	Mic clip for smooth glide console	2
8060	Pelican 8060 LED flashlight. Includes 120v charger and mounting base. Can be 12 hard wired.	1
J1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustability, includes three levers.	1
J2273	Single 12V Power Supply Lighter adapter with rubber plug.	4
ECVIDMI.TA1.OO	Interior Dome Light with Dual Illumination: Red & White LED for Universal Fit.	1
J2827	Computer Mount Post for side of Charger Console 425-6138. Post only not a kit number.	1
	SIREN AMP AND CONTROLLER	
CCSRN2	Whelen Cencom Gold Siren Controller with Amplifier/Relay Module, Microphone with 3' Coil Cord.	1
CCMICX20	Whelen 20 ft. PA Mic. extension cable with strain relief.	1
WPKM1	Whelen WPKM1 Park Kill module.	1
	SIREN SPEAKER	
SA315P	Whelen Ultra Slim Siren Speaker. 123dB, Nylon Composite Construction.	1
SAK5	Whelen Chevy Tahoe speaker mount bracket. (For Whelen SA315P siren speaker)	1
	VIDEO	

“EXHIBIT A”

DETAILED EQUIPMENT DESCRIPTION AMENDMENT MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858 AUTO LEASING SPECIALISTS, LLC (“OWNER”) CITY OF KEIZER, OR (“RENTER”)

ITEM	DESCRIPTION	QTY
DVM750	Digital Ally DVM-750 video system. Complete System Includes Integrated: 3.5" Ultra-Bright Color Monitor (1000 NITS) Covert Rear Seat Camera with IR LEDs GPS with Mark Feature 900 Mhz Audio Transceiver Internal Microphone & Speaker NEW FEATURES: •VoiceVault™ Advanced Wireless Mic •Two Camera Simultaneous Recording •Three Channel Audio Recording •D1 (720x480) High Resolution Video •Ultra-Bright Sunlight Visible Monitor •Electronic Locking Door with Pin-Code •Internal Battery Backup •VideoManager™ II Software	1
004-0008	Digital Ally: Camera, Rear external with infrared lense.	1
SW2RRBB-P	LIGHTBAR 1-SW2RRBB, "Liberty" series lightbar, 54", red/blue 4-SLDRB, additional LED modules, pair, red/blue 1-SLDAA, additional LED modules, pair, amber 1-SXTDLFED, flashing/steady burn LED takedown lights 1-SXALF1, flashing/steady burn alley lights (intensity 2 LED) 1-MKEZ*, Lightbar Straps for	1
XT302RB	REAR CODE: 3 LED Lighthead, Red/Blue, Side By Side XT3 LED lights with 22 flash patterns; 7.13" L x 1.25" H x 1.875" D. Shock and water resistant, potted circuit boards.	2
BM-NC	ANTENNAS NMO roof mount ant. coax. 25' Ultra Low Loss	4
MHB1520	Maxrad Antenna 152-162 MHz	1
MLPV1700	NMO Base Digital Antenna 1.7 to 2.5 MHz.	1
MLPVD800/1900	Dual Band roof mount ant. 800 meg. & 1.9 gig.	1
MUF4500	Maxrad uhf 450-470 roof mount antenna.	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
AA-Domelight-Brkt 61161	DOMELIGHT A bracket to attach prisoner area domelights to. Grote Rear Dome Light (White Only)	1 1
VTX609B	REAR TAIL LIGHTS	2
VTX609R	VERTEX SUPER-LED LIGHT BLUE	4
ECVDMLTALOO	VERTEX SUPER-LED LIGHT RED Interior Dome Light with Dual Illumination: Red & White LED for Universal Fit.	1
XT3B	LIFT GATE LIGHTS CODE3 LED Lighthead: Blue, Twelve Flash Patterns, 3.5”L. X 1.25”H x 1”D, 12V, 5 year warranty.	1
XT3R	CODE3 LED Lighthead: Red, Twelve Flash Patterns, 3.5”L. X 1.25”H x 1”D, 12V, 5 year warranty.	1
EL3SNB	SIDE LIGHTS Sound Off 3 Up Ultra Mini LED BLUE	2
EL3SNR	Sound Off 3 Up Ultra Mini LED RED	2
GR2-AR-LV-BLM	Patriot Single Gun Mount with Hand Cuff Override Lock and Butt Plate. It will fit any variant of M4/AR15.	1
Labor	All Labor Charges	60
Shop Supplies	Non-inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Graphics	Graphics	1
Customer Gear	SUPPLIED BY AGENCY:	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
	RADIO RADIO RADIO PANASONIC TOUGHBOOK TOUGHBOOK DOCKING STATION PANASONIC TOUGHBOOK POWER SUPPLY 12 ZIBRA PRINTER RADAR	
11,1995 SF	Able 2 LED flasher with programmable flash patterns	1
11,8248RBXB	Able 2x LED by the inch, 48", red 12", blue 12", red 12", blue 12"	1

The following equipment description is for two (2) 2010 Chevy Tahoe's with VIN's

ITEM	DESCRIPTION	QTY
2010 Chevrolet Tahoe	2010 CHEVY TAHOE SSV 2WHEEL 2010 Chevy Tahoe for Keizer PD	1
01-0207C	Chevy Tahoe Fuse Panel for 2007 Chevrolet Tahoe, includes circuit breaker, power tamer, heavy duty relay.	1
VTX609C	FRONT LIGHTS VERTEX SUPER-LED LIGHT WHITE	2
710	Code 3 Head Light Heavy-Duty Epoxy-Sealed Dual Pattern Headlight Flasher.	1
EL3SNB	GRILL LIGHTS Sound Off 3 Up Ultra LED BLUE	1
EL3SNR	Sound Off 3 Up Ultra LED RED	1
AA-Soundoff-Mini-Brkt	AA-Soundoff-Mini-Brkt Bracket, 90 Degree Bend, For Sound-Off, EL3SN series Mini LED Lightheads.	2
AA-LimCo-Ba-2	CONSOLE Custom Console per Lim-Co spec's, 3" shorter than standard LimCo-Ba.	1
J2827	Computer Mount Post for side of Charger Console 425-6138, Post only not a kit number.	1
J2215	Mic clip for smooth glide console	2
8060	Pelican 8060 LED flashlight. Includes 120v charger and mounting base. Can be 12 hard wired.	1
J2273	Single 12V Power Supply Lighter adapter with rubber plug.	4
ECVDM1.TALOO	Interior Dome Light with Dual Illumination: Red & White LED for Universal Fit.	1
J1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustability, includes three levers.	1
J5330	Panasonic Docking Station P2 Plate that is used in a 425-5328P2	1
	SIREN AMP AND CONTROLLER	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
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ITEM	DESCRIPTION	QTY
CCSRN2	Whelen Cencom Gold Siren Controller with Amplifier/Relay Module, Microphone with 3' Coil Cord.	1
CCMICX20	Whelen 20 ft. PA Mic. extension cable with strain relief.	1
WPKM1	Whelen WPKM1 Park Kill module.	1
SA315P	SIREN SPEAKER Whelen Ultra Slim Siren Speaker. 123dB, Nylon Composite Construction.	1
SAK5	Whelen Chevy Tahoe speaker mount bracket. (For Whelen SA315P siren speaker)	1
DVM750	VIDEO Digital Ally DVM-750 video system. Complete System Includes Integrated: 3.5" Ultra-Bright Color Monitor (1000 NITS) Cover1 Rear Seat Camera with IR LEDs GPS with Map Feature 900 Mhz. Audio Transceiver Internal Microphone & Speaker NEW FEATURES: •VoiceVault™ Advanced Wireless Mic •Two Camera Simultaneous Recording •Three Channel Audio Recording •DI (720x480) High Resolution Video •Ultra-Bright Sunlight Visible Monitor •Electronic Locking Door with Pin-Code •Internal Battery Backup •VideoManager™ II Software	1
004-0008	Digital Ally: Camera, Rear external with infrared lense.	1
SW8RRBB-P	LIGHTBAR 1-SW8RRBB, "Liberty" series lightbar, 49", red/blue 4-SLDDB, additional LED modules, pair, red/blue 1-SLDAA, additional LED modules, pair, amber 1-SXTDLFD, flashing/steady burn LED take-down lights 1-SXALF1, flashing/steady burn alley lights (intensity 2 LED) 1-MKEZ47,2010 CHEVY TAHOE	1

“EXHIBIT A”

DETAILED EQUIPMENT DESCRIPTION AMENDMENT MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858 AUTO LEASING SPECIALISTS, LLC (“OWNER”) CITY OF KEIZER, OR (“RENTER”)

ITEM	DESCRIPTION	QTY
XT302RB	REAR lights CODE 3 LED Lighthouse, Red/Blue, Side By Side XT3 LED lights with 22 flash patterns, 7.13" L x 1.25" H x 1.875" D. Shock and water resistant, potted circuit boards. REAR FACING HATCH LIGHT (COME ON WHEN DOOR OPENS UP)	2
XT3B	CODE3 LED Lighthouse: (INSIDE ON DOOR) Blue, Twelve Flash Patterns, 3.5"L. X 1.25"H x 1"D, 12V, 5 year warranty.	1
XT3R	CODE3 LED Lighthouse: Red, Twelve Flash Patterns, 3.5"L. X 1.25"H x 1"D, 12V, 5 year warranty.	1
BM-NC	ANTENNAS NMO roof mount ant. coax. 25' Ultra Low Loss	4
MHB1520	Maxrad Antenna 152-162 MHz	1
MLPV1700	NMO Base Digital Antenna 1.7 to 2.5 MHz.	1
MLPVD3800/1900	Dual Band roof mount ant. 800 mcg. & 1.9 gig.	1
MUF4500	Maxrad uhf 450-470 roof mount antenna.	1
AA-Domelight-Bklt	PARTITION AND PRISONER AREA A bracket to attach prisoner area domelights to.	1
61161	Grote Rear Dome Light (White Only)	1
#10-CVSRP	Setina Partition for SUVs with Coated Horizontal Sliding Polycarbonate Center Window and Vinyl Coated Expanded Metal Slider Cover. Includes Lower Extension Panels.	1
AA-WB-Tahoe-08	Window bars for 2008 Chevrolet Tahoe, cutout design	1
CT5502	Laguna Rear Molded Seat & Partition. (includes seatbelts.) Fits Chevrolet Tahoe, Specify Year.	1
MISC.	PLEXI FOR REAR METAL MESH	1
VTX609B	REAR TAIL LIGHTS VERTEX SUPER-LED LIGHT BLUE	2
VTX609R	VERTIX SUPER-LED LIGHT RED	4

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
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AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
ECVDMLTALOO	Interior Dome Light with Dual Illumination: Red & White LED for Universal Fit.	1
	SIDE LIGHTS	
EL3SNB	Sound Off 3 Up Ultra Mini LED BLUE	2
EL3SNR	Sound Off 3 Up Ultra Mini LED RED	2
AA-Soundoff-WB-Bracket	Bracket to mount Sound Off lights to window bars	4
	COMMAND BOX	
MISC.	aa-keizer-command box 2drawer with a map drawer	1
CPI 2575	CPI 2575 - 2,500 Watt Power Inverter	1
	- 2500 Watts Continuous Power, 5000 Watts Peak Power	
	- Power/Amp Meter	
	- Remote On/Off Capable	
	- USB Output	
	- LED Function/Status Meter	
	- Modified sine wave output waveforms	
Shop Supplies	110 SUPPLIES	1
Labor	All Labor Charges	52
Shop Supplies	Non-inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Graphics	Graphics	1
Customer Gear	SUPPLIED BY AGENCY:	
	RADIO	
	RADIO	
	RADIO	
	PANASONIC TOUGHBOOK	
	TOUGHBOOK DOCKING STATION	
	PANASONIC TOUGHBOOK POWER SUPPLY	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
	12 ZEBRA PRINTER RADAR	
11.1005.SF	LED BY THE INCH FOR REAR BUMPER	1
11.8248RBRB	Able 2 1 LED flasher with programmable flash patterns Able 2s 1 LED by the inch, 48", red 12", blue 12", red 12", blue 12".	1

The following equipment description is for one (1) 2010 Dodge Charger with VIN

ITEM	DESCRIPTION	QTY
	2010 Dodge Charger	
2009 Dodge Charger ...	2010 Dodge Charger w/27A package, 3.5L High Output V6 24V Engine, 160 Amp Alt., 160 MPH Prim. Speedometer, 18 x 7.5 Steel Wheels, 19 Gallon fuel tank, 4 Wheel Disk HD Brakes (anti-lock), All Speed Traction Control, Brake Assist, Bright Hub Caps, Column Mount Automatic Shift Lever, Continental Brand Tires, Electronic Stability Program, Engine Hour Meter, Engine Oil Cooler, Front Dome Lamp, GVW Rating 5500#, HD Cloth Bucket & Rear Bench Seats, High Speed Engine Controller, Load Leveling & Height Control, Lower Bodyside Accent Cladding, Mini Floor Console, P225/60R 18 BSW Performance Tires, Performance Steering, Performance Suspension, Police Group, Severe Duty Engine Cooling, Special Service Group, Tilt Steering, Underhood Lamp.	1
PXR	Brilliant Black Crystal Pearl Coat	1
CW6	Deactivate rear doors and windows.	1
CKJ	Black Vinyl Floor Covering	1
GXG	Entire Fleet Alike Key Frequency 4	1
LNF	Black Left Spot Light	1
K77	Bodyside Body Color Narrow Molding	1
MISC.	Performance	1
JRP	Power 8 Way Driver Seat	1
02-0207C	Dodge Charger 2007+ Fuse Panel Pass Side Mount includes circuit breaker, power tamer, heavy duty relay.	1
AA-DCIM3-E	EV Modules economy interface module for 08+ Charger/Magnum	1
	INTERSECTION	
VTX609C	VERTEX SUPER-LED LIGHT WHITE	2
VTXFB	Whelen Vertex flush mount flange, Black	2
	GRILLE LIGHTS	
EL3SNB	Sound Off 3 Up Ultra LED BLUE	1
EL3SNR	Sound Off 3 Up Ultra LED RED	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
AA-Soundoff-Mini-Brkt	AA-Soundoff-Mini-Brkt Bracket, 90 Degree Bend, For Sound-Off, EL35N series Mini LED Lighthead.	2
4805857AB	FOG LIGHT HOUSING	
VTX609R	Fog Light Housing for 2006 to current Dodge Charger.	2
VTX609B	VERTEX SUPER-LED LIGHT RED	1
	VERTEX SUPER-LED LIGHT BLUE	0
SA315P	SIREN SPEAKER	
	Whelen Ultra Slim Siren Speaker, 123dB, Nylon Composite Construction.	1
SAK18	SAK18 Mounting Bracket for Dodge Charger & Magnum 2005 to 2007	1
AA-Charger-08	CONSOLE	
	08 Dodge Charger Contour Console (New Style) Console holds 10" of face plates. Relocates heater controls into the console. 7" inches of bottom depth.	1
AA-Charger-08-Extern...	Cupholder for 2008 Dodge Charger with knockouts. Needs J6038 to be complete.	1
J6038	Jono Desk Face Plate Cup Holder for Flat Style Console. Face Plate is Flat.	1
J2215	Mic clip for smooth glide console	2
J6039	Storage Compartment with Lock and Cushion Lid Arm Rest 10.0"H x 4.5"W x 8.5"L. of Storage Space	1
	Mounts to Extruded Floorplate	
MH1X	Magnetic mic clip.	1
8060	Pelican 8060 LED flashlight. Includes 120v charger and mounting base. Can be 12 hard wired.	1
VS-09CHARGER	Vixenstor overhead storage solution system for Dodge Charger	1
14.0553	3 Outlet Accessory Box	1
J1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustability. includes three levers.	1
	COMPUTER	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
J3232	Exchange P2 Plate (CF18/CF19) for	
J5540	CableDock Desktop NHM for 2007 Charger or Magnum which includes Post, Arm & Cable Docking Platform.	1
CCSRN2	SIREN AMP AND CONTROLS Whelen Cencom Gold Siren Controller with Amplifier/Relay Module, 20' Cable and Microphone with 3' Coil Cord.	1
WPKM1	Whelen WPKM1 Park Kill module.	1
CCMICX20	Whelen 20 ft. PA Mic. extension cable with strain relief.	1
DVM750	VIDEO Digital Ally DVM-750 video system. Complete System Includes Integrated: 3.5" Ultra-Bright Color Monitor (1000 NITS) Covert Rear Seat Camera with IR LEDs GPS with Map Feature 900 Mhz. Audio Transceiver Internal Microphone & Speaker NEW FEATURES: •VoiceVault™ Advanced Wireless Mic •Two Camera Simultaneous Recording •Three Channel Audio Recording •DI (720x480) High Resolution Video •Ultra-Bright Sunlight Visible Monitor •Electronic Locking Door with Pin-Code •Internal Battery Backup •VideoManager™ II Software	1
004-0008	Digital Ally: Camera, Rear external with infrared lens.	1
SW8RRBB-P	LIGHTBAR 1-SW8RRBB, "Liberty" series lightbar, 49", red/blue 4-SLDRB, additional LED modules, pair, red/blue 1-SLDAA, additional LED modules, pair, amber 1-SXTDLFD, flashing/steady burn LED takeover lights 1-SXALF1, flashing/steady burn alley lights (intensity 2 LED) 1-MKEZ69, Lightbar Straps	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
BM4-NC	ANTENNAS	
MHB1520	NMO roof mount ant. coax. 25' Ultra Low Loss	3
MLPV1700	Maxrad Antenna 152-162 MHz	1
MLPVB800/1900	NMO Base Digital Antenna 1.7 to 2.5 MHz	1
	Dual Band roof mount ant. 800 meg. & 1.9 gig.	1
#10-C	PARTITION	
	Setina Horizontal Sliding Coated Polycarbonate Center - Section with Vinyl Coated Expanded Metal Window Cover.(NONE AIR BAG-ORDER HARD PLASTIC)	1
AA-Domelight-Brkt	A bracket to attach prisoner area domelights to.	1
61161	Grote Rear Dome Light (White Only)	1
148	Partition Upper Polycarbonate Filler Panels, set	1
AA-WB-Charger-08	WINDOW BARS	
	Window bars for 2008 Dodge Charger	1
CS2401	PRISONER SEAT	
	Aedee rear prisoner seat for 2006+ Dodge Charger	1
VTX609B	REAR TAILLIGHTS	
	VERTEX SUPER-LED LIGHT BLUE	2
GR4-AR15	TRUNK MOUNT WEAPONS MOUNT	
	AR-15 specific trunk mount for CV. Includes SC-1ARH gunlock.	1
Graphics	Graphics	1
Shop Supplies	Non- inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Labor	All Labor Charges	37
Labor	All Labor Charges (stripe car)	3
Customer Gear	SUPPLIED BY AGENCY: radio	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
	radio scanner Panasonic ToughBook ToughBook docking station Panasonic ToughBook power supply zebra printer with 12v power cable radar	

OWNER: Auto Leasing Specialists, LLC

By: _____
Ed Anderson, President

Date: _____

**RENTER: City of Keizer, OR
(for): Keizer Police Department**

By: _____
Authorized Signature

Date: _____

Printed Name: Chris Eppley

Title: City Manager

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Vehicle Rental Agreement No. 1858, dated June 11, 2010, ("Agreement") between Auto Leasing Specialists, LLC ("Owner"), and the undersigned ("Renter"), Renter hereby certifies and represents to, and agrees with, Owner as follows:

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

General Equipment Description: Two (2) 2010 Chevy Tahoe's, 2WD, K-9 Units with VIN's

Two (2) 2010 Chevy Tahoe's with VIN's _____

and One (1) 2010 Dodge Charger with VIN _____.

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

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

Title: _____

Attested by: _____
Chris Eppley

Title: _____
City Manager

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1858
AUTO LEASING SPECIALISTS, LLC ("OWNER")
City of Keizer, OR ("RENTER")
DATED: June 11, 2010

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

for the City of Keizer, hereby certify that:

(Signature of Signer of Lease)

Chris Eppley
(Print Name of Signer of Lease)

City Manager
(Title of Signer of Lease)

of the City of Keizer, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Rental Agreement No. 1858, for Equipment described therein and that the signature shown is his or her signature.

RENTER: City of Keizer, OR

By: _____ Date: _____
Authorized Signature

Printed: Tracy L. Davis Title: City Recorder

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

4. This FINANCING STATEMENT covers the following collateral.

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

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

7. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow instructions completely.
Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

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

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

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

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

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

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



City of Keizer

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

PURCHASE ORDER

DATE: June 11, 2010

PURCHASE ORDER NO. _____

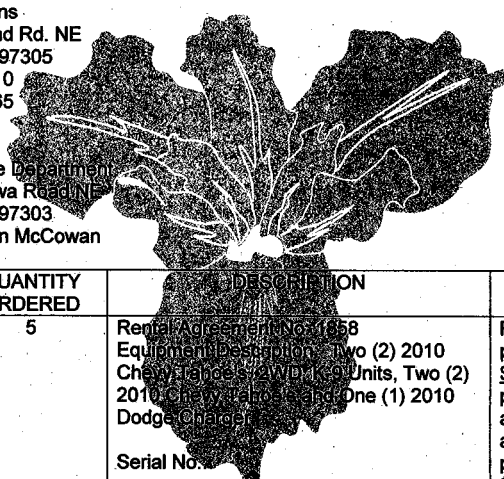
AGENCY ISSUING PURCHASE ORDER:

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

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

SHIP TO:

Keizer Police Department
930 Chemawa Road NE
Keizer, OR 97303
Attn: Lt. Alan McCowan



QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
5	5	Rental Agreement No. 1858 Equipment Description: Two (2) 2010 Chevy Trailblazers, Two (2) 2010 Chevy Tahoe's and One (1) 2010 Dodge Charger Serial No. _____ Vehicle description more thoroughly described in Exhibit "A" to the Agreement.	Renter shall make 3 payments consisting of \$76,831.50 with 1 advance payment due upon acceptance of equipment, and the balance in 2 Annual payments in the amount of \$76,831.50 each

APPROVING SIGNATURE

(Director of Purchasing)

NEED SPECIAL BILLING INSTRUCTIONS

(Authorized Personnel)

"Pride, Spirit and Volunteerism"

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

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

INVOICE FOR PAYMENT

Date of Invoice: June 11, 2010

Rental Agreement No.: 1858

Purchase Order Number:

Equipment Description: Two (2) 2010 Chevy Tahoe's, 2WD, K-9 Units, Two (2) 2010 Chevy Tahoe's and One (1) 2010 Dodge Charger as more thoroughly described in Exhibit A to this Agreement.

Amount Due: \$77,181.50 (\$76,831.50 First Payment + \$350.00 Documentation Fee)

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

Auto Leasing Specialists LLC
17526 O Street
Omaha, NE 68135

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

MUNICIPAL CERTIFICATE

Municipal Vehicle Rental Agreement, Agreement No. 1858
Auto Leasing Specialists, LLC ("OWNER")
City of Keizer ("RENTER")
Dated: June 11, 2010

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

1. Renter did at a regular or special meeting of the governing body of the Renter held on
_____, 2010 by motion duly made seconded and carried, in accordance with all
requirements of law, approve and authorize the execution and delivery of the above-referenced
Municipal Rental Vehicle Agreement (the "Agreement") on its behalf by the following named
representative of the Renter:

(OFFICIAL WHO WILL SIGN THE AGREEMENT)

_____ Chris Eppley (Printed Name)	_____ City Manager (Official Title)	_____ (Signature)
---	---	----------------------

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

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

(Clerk's or Secretary's signature)

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

Date



Auto Leasing Specialists, LLC

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

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

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

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

Date: June 11, 2010

Lease Number: 1858

Dear Mr. Eppley:

NOTICE OF ASSIGNMENT

Re: Rental Agreement dated June 11, 2010 between Auto Leasing Specialists, LLC and the City of Keizer, OR

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

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

**Bank of Commerce & Trust CO
201 W. Harvey
Wellington, KS 67152**

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

Sincerely,

Ed Anderson

ACKNOWLEDGED

By: _____

Title: Chris Eppley, City Manager

Date: _____

MUNICIPAL VEHICLE RENTAL AGREEMENT

OWNER: Auto Leasing Specialists, LLC 4785 Portland Rd NE Salem, Oregon 97305 (877) 227-0876 (503) 485-0990	Send all documents to: Auto Leasing Specialists, LLC 17526 O Street Omaha, NE 68135 (402) 315-3792	Agreement No.: 1859
RENTER: City of Keizer 930 Chenawea Road NE Keizer, OR 97307 Phone: 503-390-3713 Fax: 503-390-8295	VENDOR: Auto Additions 4775 Portland Rd. NE Salem, OR 97305 Phone: 503-393-3910 Fax: 503-393-7265	
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)		
One (1) 2010 Dodge Charger Slicker Top as more thoroughly described in Exhibit "A" to the Agreement Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above. Address _____ City _____ State _____ Zip _____		
EQUIPMENT COST – TERM – PAYMENTS		
TAXES	All Taxes are the sole responsibility of the Renter.	
RENTAL TERM	4 Annual Payments 7/19/10, 7/19/11, 7/19/12, 7/19/13	
PAYMENTS	\$10,341.75 on 7/19/10, \$10,341.75 on 7/19/11, \$10,341.75 on 7/19/12 and \$10,341.75 on 7/19/13	
PURCHASE OPTION AMOUNT	Renter may purchase the equipment for its fair market value after timely making all Rental Payments.	

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

- Owner hereby rents the equipment to Renter for the following purposes and upon the following terms and conditions:
 1. **Rental.** Annual mileage is limited to 10,000 miles per vehicle and will be charged \$1.15 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereof by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
 2. **Renewal Term, Rent and Terms.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year commencing with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may hereafter designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due on the date of the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, this Agreement will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement as the case may be NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN. All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be net of all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of set-off, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
 3. **Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN. If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
 4. **Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative or agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
 5. **Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. OWNER HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF RENTER, OR OTHERWISE. Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT. Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
 6. **Return of Equipment.** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the turn in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.
 7. **Turn-In-Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid

- registration is required. At least fourteen (14) days prior to the end of the Rental Term, Renter will notify Owner in writing of proposed date within such ten (10) day period it intends to turn-in the Equipment. Owner will notify Renter of the designated turn-in location for the Equipment. The Renter will be responsible for transporting the Equipment to the turn-in location.
- a. At the time of Equipment turn-in, Owner or its designee will complete the "Condition Report" (part of the Exhibit that is attached hereto). Owner will prepare a Condition Report and accept or reject the Equipment within ten (10) business days of its return to the turn-in location. If Owner determines that there is Equipment damage in excess of the allowable allowance of \$300.00, Owner will present the Condition Report to Renter for signature. If the Equipment is turned in timely and within five (5) business days after receipt or the Condition Report, the Renter signs and returns the Condition Report, paying the amount due as specified therein, the Rental Payments will end effective as of the date the Condition Report was prepared. If the Equipment is turned-in late or the Condition Report is not timely signed and returned with the amount payable thereon, rental payments will be paid by Renter until the Equipment is turned-in. Condition Report is signed and returned by Renter, and the amount due as specified therein has been paid.
 - b. Equipment damage: Renter shall return the Equipment in good operating condition, reasonable wear and tear excepted. Lessor's turn-in condition report sets forth Condition Standards that the parties agree to abide by. If the Equipment is not in such condition when returned to Owner, Renter shall pay Owner the costs to Owner to bring the Equipment into compliance with said standards. Furthermore, any collision damage must be reported and accompanied with repair orders. Any Equipment which has been stolen, or has sustained any amount of frame, fire, or water damage, or \$1,000.00 or more of cumulative damage, of hail damage in excess of \$300.00, or previous damage of \$1,000.00 or more, repaired or not, is not eligible for return and shall be purchased by Renter at a price equal to the NADA "blue book" or similar reputable source's retail value of the Equipment in the condition specified by this Agreement. If Owner discovers excessive damage after acceptance of the Equipment, Renter will be notified and it shall be the responsibility of Renter to purchase and pick up the Equipment at a location designated by the Owner.
 8. **Inspection:** Owner shall have the right to request and/or read the odometer on an annual basis and to charge the Renter accordingly for excess mileage and to enter the premises where the Equipment is located at all reasonable times, to inspect the Equipment. Owner shall have the right to review all maintenance records, and otherwise determine Renter's compliance with the terms of this Agreement.
 9. **Alterations:** Renter shall make no alterations or affix any attachments to the Equipment without the prior written consent of the Owner.
 10. **Third-Party Injury:** Owner shall not be liable to any injury to any person or damage to property resulting directly from the operation or use of the Equipment, Rental shall indemnify and save the Owner and its assignee(s) harmless from and against any loss, damage, liability, or expense (including attorney's fees) claimed with respect to injury to any person or damage to property resulting from the operation or use of the Equipment.
 11. **Title:** Title to the Equipment shall at all times be titled in the name of the Owner as lessor and the Renter as lessee, with the Owner or its assigns having a first security interest as said priority lien holder. The Equipment is, and will remain, personal property and will not be affixed or attached to real estate or any building structure. Renter agrees to affix to this Agreement a tag, if provided by Owner, stating Owner's interest in the Equipment. Upon termination of the Agreement for any reason, full and unencumbered legal title to the Equipment then subject to this Agreement shall pass to Owner. In such event Renter shall execute and deliver to Owner such documents as Owner may request to evidence the passage of legal title to each item of Equipment to Owner and the termination of Renter's interest therein, and upon request by Owner shall deliver possession of each item of Equipment to Owner.
 12. **Security Interest:** Owner shall have and retain a security interest in each item of Equipment subject to this Agreement, the proceeds thereof, and all repairs, replacements, substitutions, and modifications thereto or thereof, including any proceeds, in order to secure Renter's payment of all Payments due during the Term of the Agreement with respect thereto, and the performance of all other obligations required to be performed by Renter. Owner shall have authority, upon filing of the Manufacturer's Certificate of Origin for the Equipment with the State Department of Motor Vehicles to require the Department note Owner's security interest on its records and the Certificate of Title for the Equipment. Owner may execute and file such financing statements and other documents to establish and maintain a valid security interest in the Equipment. If requested by Owner, Renter shall conspicuously mark each item of Equipment with appropriate lettering, labels or tags, and maintain such markings during the term of this Agreement with respect thereto, so as to clearly disclose Owner's security interest in the Equipment.
 13. **Miscellaneous:** Renter shall furnish and permit only qualified, trained, safe, licensed driver(s) whom it duly authorize(s) to operate the Equipment, all each driver(s) being the agent(s) of Renter and not the agent(s) employee(s) or representative(s) of Owner. Renter shall provide and pay for all fuel necessary to operate the Equipment. Renter shall cause the Equipment to be duly licensed as required by any state in which it is operated and further, it shall cause the Equipment to be duly certified for operation but not limited to any emission and/or registration requirements. Renter, at its sole expense, shall maintain the Equipment in good condition and state of repair, in all cases strictly in compliance with the manufacturer's or vendor's specifications and recommendations and consistent with all requirements to keep all manufacturer's or other warranties fully enforceable. Renter shall not permit any warranty on the Equipment to become unenforceable. The payments specified herein do not include maintenance or repair services, or repair or replacement parts for the Equipment, unless separately stated, and Renter shall be responsible for these charges. Renter shall cause each item of Equipment to be inspected as required by the laws of the state in which such Equipment is located.
 14. **Location:** Renter shall not move the Equipment from the location noted in this Agreement without the prior written consent of Owner, which consent shall not be unreasonably withheld. Owner shall have the right from time to time during normal business hours to enter upon the premises where the Equipment is located for the purpose of confirming the existence, condition, and proper maintenance of the Equipment.
 15. **Use, Maintenance and Repair:** Renter shall use the Equipment in the manner for which it was designed and intended, solely for Renter's business purposes, in accordance with all applicable manufacturer and Vendor manuals and instructions and in compliance with all applicable laws, regulations and orders. Renter, at Renter's own cost and expense, shall keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted and shall furnish all parts, mechanisms, devices and servicing required therefore. All replacement parts and repairs at any time made to or placed upon the Equipment shall become the property of Owner. Renter may, with Owner's prior written consent, make such alterations, modifications or additions to the Equipment as Renter may deem desirable in the conduct of its business, provided the same shall not diminish the value or utility of the Equipment or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and shall be readily removable without causing damage to the Equipment. Upon return to Owner of Equipment as to which such alterations, modifications or additions have been made, Renter shall remove the same and restore the Equipment to its original condition, reasonable wear and tear only being excepted and, if not so removed, title thereto shall automatically vest in Owner.
 16. **Taxes:** Unless otherwise indicated, the rent is net of any and all taxes. Renter shall pay directly, reimburse or pay to Owner, all license and registration fees, assessments, stamp and documentary taxes, sales and use taxes, personal property taxes, gross receipts taxes, excise taxes, ad valorem and all other taxes and charges, however designated, which may now or hereafter, during the term of this Agreement, be imposed by any governmental body or agency upon this Agreement or the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, whether assessed to Owner or Renter and whether due before or after termination of this Agreement, excluding, however, all taxes on or measured by the net income of Owner. Owner shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Agreement, but may do so strictly as an accommodation to Renter and shall not be liable or accountable to Renter therefore.
 17. **Additional Covenants:** To the extent permitted by the laws and Constitution of the State in which Renter is located, Renter shall protect, hold harmless Owner from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the operation, maintenance, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The assurance arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Rental Term for any reason. Renter agrees not to withhold or abate any portion of the payments to this Agreement by reason of any defects, malfunctions, breakdowns or infinities of the Equipment, provided, however, that Renter shall not be required to indemnify Owner for any claims and damages caused by Owner's negligence or willful conduct.
 18. **Loss or Damage:** Renter hereby assumes and shall bear the entire risk of loss (including theft and requisition of use) or destruction of or damage to the Equipment from any and every cause whatsoever, whether or not insured, until the Equipment is returned to the

- location specified by Owner. No such loss or damage shall relieve Renter from any obligation under this Agreement, which shall continue in full force and effect, including but not limited to the obligation to make Rental Payments in the event of damage to or loss or destruction of the Equipment (or any item thereof). Renter shall promptly notify Owner in writing of such fact and shall, at the option of Renter, (a) place the same in good repair, condition and working order; (b) replace the Equipment with like personal property in good repair, condition and working order and provide Owner with a first priority security interest in and to such replacement property to Owner, whereupon such property shall be subject to this Agreement and be deemed the Equipment for the purposes hereof; or (c) pay to Owner the total of unpaid Rent for the remainder of the entire Rental Term plus the estimated fair market value of the Equipment at the end of the entire Rental Term, discounted at the current rate for United States Treasury Bills, having maturing at the end of the entire term, whereupon this Agreement shall terminate with respect thereto. Any insurance proceeds received with respect to the Equipment shall be applied, in the event option (c) is elected, in reduction of the then unpaid obligations of Renter to Owner, if not already paid by Renter, or, if already paid by Renter, to reimburse Renter for such payment; or, in the event option (a) or (b) is elected, to reimburse Renter for the costs of repairing, restoring or replacing the Equipment upon receipt by Owner of evidence, satisfactory to Owner, that such repair, restoration or replacement has been effected.
19. **Insurance.** At its own expense Renter shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Owner that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full insurable value (meaning the original Equipment cost), and to protect Owner from liability in all events. All insurance proceeds from casualty losses shall be payable as provided herein. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term (Acord Form 27 or its equivalent). Alternatively, Renter may insure the Equipment under a blanket policy or policies, which cover not only the Equipment but also other properties. If Renter shall insure similar properties by self-insurance, Renter will insure the Equipment by means of an adequate insurance fund. All insurance shall name Renter and Owner as insureds and loss payees as their respective interest may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Owner in the event of modification, cancellation or expiration. Renter shall pay all deductibles.
20. **Collection, Expenses, Interest and Advances.** Should Renter fail to pay any part of the rent herein reserved or any other sums required to be paid by Renter to Owner hereunder, Renter shall pay Owner interest on such delinquent payment at eighteen (18) percent per annum or the highest legal rate of interest, whichever is less, from the date when such payment was due until paid and the expenses of any collection agency or service employed by Owner to collect said payments. In the event Owner employs the services of any attorney to enforce any of the terms of this Agreement, Renter shall pay reasonable attorney's fees, costs and expenses so incurred by Owner. All advances made by Owner to preserve the Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Renter to Owner together with interest thereon at eighteen (18) percent per annum or the highest legal contract rate, whichever is less until paid.
21. **Default.** Any of the following events or conditions shall constitute an event of default hereunder: (a) Renter's failure to pay any rent or other sum due Owner as herein provided within ten (10) days after the due date thereof; (b) Renter's failure to observe, keep or perform any other terms, covenant or condition of this Agreement and such failure continues for twenty (20) days following receipt of written notice thereof from Owner; (c) a writ of attachment of execution be levied upon the Equipment or any item thereof and is not released or satisfied within ten (10) days; (d) the filing by or against Renter of a petition under the Bankruptcy Code or any amendment therein or under any other insolvency law providing for the relief of debtors; (e) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Renter for the benefit of creditors, appointment of a receiver or trustee for Renter or for Renter's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Renter, or Renter ceases its political or corporate existence; (f) any representation or warranty made by Renter herein or in any document delivered to Owner in connection herewith shall prove to have been false or misleading in any material respect; or (g) Renter being in default under any other Rental or other contract with Owner.
22. **Remedies.** Upon the occurrence of an event of default hereunder, Owner may exercise, at its sole discretion, any one or more of the following remedies: (a) by written notice to Renter declare the entire unpaid rent for the full Rental Term immediately due and payable, if allowed by local law, whereupon the same shall become immediately due and payable without further notice of demand; (b) proceed by appropriate court action to enforce performance by Renter of the applicable covenant or to recover damage for the breach thereof; (c) sue for and recover all rent and other payments due and not yet received or thereafter accruing under this Agreement; (d) terminating this Agreement by written notice to Renter, whereupon all rights of Renter in and to the Equipment shall terminate and Renter shall return the Equipment to Owner as provided herein, hereof; (e) require Renter to return the Equipment and if not so returned, Owner may personally, or by its agents, and with or without legal process, enter upon the premises where the Equipment is located and repossess the Equipment free from all claims by Renter and without liability for trespass or any damage occasioned by such taking of possession, but such return or repossession of the Equipment shall not constitute a termination of this Agreement unless Owner expressly so notifies Renter in writing; (f) with respect to Equipment returned to or repossessed by Owner, and unless Owner has terminated this Agreement, Owner will sell or sublease the Equipment, to such persons and upon such terms as Owner may determine, at one or more public or private sales and with or without notice to Renter, and apply the net proceeds thereof after deducting the costs and expenses of such sale or subletting, including, but not limited to, costs of repossession, transportation, storage, any necessary repairs and broker's fees, to Renter's obligations hereunder with Renter remaining liable for any deficiency and with any excess retained by Owner. The proceeds of a sublet for all or any item of Equipment shall be the amount reasonably assigned by Owner as the rental value of such Equipment for the remainder of the Rental Term. In the event of a sale, an amount equal to the estimated fair market value of the Equipment at the end of the originally scheduled Rental Term shall be deducted to arrive at the net proceeds of such sale; or (g) pursue any other remedy at law or in equity. Renter agrees to pay Owner all costs and expenses, including reasonable attorney's fees, costs and expenses incurred by Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms and conditions of this Agreement. No right or remedy conferred upon or reserved to Owner hereunder is exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and may be enforced separately, concurrently, and from time to time.
23. **Assignments.** Without the prior written consent of Owner, Renter shall not sublet or lend the Equipment or otherwise assign, transfer, pledge or hypothecate this Agreement, the Equipment or any interest in this Agreement or in and to the Equipment, or permit any lien, charge or encumbrance thereon. Renter's interest herein is not assignable or transferable by operation of law. Renter will not relinquish possession and use of or abandon the Equipment to any party other than Owner. All rights of Owner in the Equipment and under or in and to the Equipment may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Renter, but always, however subject to the rights of Renter under this Agreement. In the event of an assignment by Owner, whether as security for any of its indebtedness or otherwise, no breach or default by Owner hereunder shall excuse performance by Renter of any provision hereof, if being a transferee of the Equipment, that in the event of such default or breach by Owner that Renter shall exercise any rights on account thereof solely against Owner and shall not assert against such assignee any defense, counterclaim, or set-off which Renter may have against Owner. If Renter is given notice of any such assignment, Renter agrees to acknowledge receipt thereof in writing and, if so desired therein, to pay directly to such assignee the rents and other sums payable hereunder so assigned. Subject to the foregoing, this Agreement inures to the benefit of and is a binding upon the legates, personal representatives, successors and assigns of the parties hereto.
24. **Return of Equipment.** Upon expiration of the Rental Term or other termination pursuant to the terms of this Agreement (except upon purchase by Renter), at the option of the Owner, (i) Renter shall immediately return the Equipment in as good a condition as received, normal wear, tear, and depreciation excepted, to such place within the continental United States as is designated by Owner, or (ii) Owner shall transfer its rights in the Equipment to Renter "as is, with all faults." If shipped, the Equipment shall be properly crated and shipped by such reasonable means as designated by Owner, freight prepaid and properly insured, provided, however, that Owner shall reimburse the excess of such freight expenses to such new location over the cost of such shipment from the then location of the Equipment to Owner's address shown herein. Such shipment shall be F.O.B. destination and the Renter shall bear all costs associated with packing and shipping. The risk of loss shall not be transferred to Owner until the Equipment is received by it. Should Renter not return the Equipment at the end of the Rental Term, unless title is transferred to Renter, Renter shall continue to pay rent to Owner in the sum and on the due dates set out in this Agreement as a month to month rental until returned by Renter or until returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not returned when due.
25. **Owner's Payment.** In the event Renter fails to pay any taxes payable by it hereunder, or other amounts due hereunder, or to procure the insurance required, or to perform any of its obligations under this Agreement, without any obligation to do so, Owner may pay such amounts or perform such obligations. Renter shall reimburse Owner, upon demand, the amount of such payment or cost of such

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: Higgins Insurance Service, P.O. Box 270 Salem, OR, 97308 503-585-9211
(Insert name, address, and telephone number)

to issue to you:

- a. All risk physical damage insurance on the Equipment reflected by an Evidence of Insurance (Acord Form 27 or equivalent) and Long Term Loss
Excess Clause naming Owner designated above and/or its Assigns as an additional insured and loss payee, and
- b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or equivalent) naming Owner and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance. Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date: 11/20/2013 By: Chris Eppley - City Manager

ACCEPTED BY:
OWNER: Auto Leasing Specialists LLC

By: _____

Name: Ed Anderson
Title: President

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

Signature: _____

Name: Chris Eppley

Title: City Manager

Date: _____

Attested By: _____

Name and Title of Attester: _____

SEAL

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

Number: 1859

Renter: City of Keizer, OR

Vendor: Auto Additions

Equipment: One (1) 2010 Dodge Charger Slicker Top with VIN

_____ as
more thoroughly described in Exhibit "A" to the agreement.

Accepted by: _____

Printed Name: _____ Chris Eppley _____

Title: _____ City Manager _____

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment
1	7/19/2010	\$10,341.75
2	7/19/2011	\$10,341.75
3	7/19/2012	\$10,341.75
4	7/19/2013	\$10,341.75

“EXHIBIT A”

DETAILED EQUIPMENT DESCRIPTION AMENDMENT MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859 AUTO LEASING SPECIALISTS, LLC (“OWNER”) CITY OF KEIZER, OR (“RENTER”)

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) 2010 Dodge Charger Slicker Top with VIN _____:

ITEM	DESCRIPTION	QTY
2009 Dodge Charger ...	2010 Dodge Charger w/27A package, 3.5L High Output V6 24V Engine, 160 Amp ALT., 160 MPH Prim. Speedometer, 18 x 7.5 Steel Wheels, 19 Gallon fuel tank, 4 Wheel Disk HD Brakes (anti-lock), All Speed Traction Control, Brake Assist, Bright Hub Caps, Column Mount Automatic Shift Lever, Continental Brand Tires, Electronic Stability Program, Engine Hour Meter, Engine Oil Cooler, Front Dome Lamp, GVW Rating 5500#, HD Cloth Bucket & Rear Bench Seats, High Speed Engine Controller, Load Leveling & Height Control, Lower Bodyside Accent Cladding, Mini Floor Console, P225/60R 18 BSW Performance Tires, Performance Steering, Performance Suspension, Police Group, Severe Duty Engine Cooling, Special Service Group, Tilt Steering, Underhood Lamp.	1
PXR	Brilliant Black Crystal Pearl Coat	1
CW6	Deactivate rear doors and windows.	1
CKJ	Black Vinyl Floor Covering	1
GXG	Entire Fleet Alike Key Frequency 4	1
JNF	Black Left Spot Light	1
K77	Bodyside Body Color Narrow Molding	1
MISC.	Performance	1
JRP	Power 8 Way Driver Seat	1
02-0207C	Dodge Charger 2007+ Fuse Panel Pass Side Mount includes circuit breaker, power tamer, heavy duty relay.	1
AA-1XCIM3-E	EVModules economy interface module for 08+ Charger/Magnum	1
VTX609C	INTERSECTION	
VTXFB	VERTEX SUPER-LED LIGHT WHITE	2
	Whelen Vertex flush mount flange, Black	2
	GRILLE LIGHTS	
EL3SNB	Sound Off 3 Up Ultra LED BLUE	1
EL3SNR	Sound Off 3 Up Ultra LED RED	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
AA-Soundoff-Mini-Brkt	AA-Soundoff-Mini-Brkt Bracket, 90 Degree Bend, For Sound-Off, EL3SN series Mini LED Lighthead.	2
4805857AB	FOG LIGHT HOUSING Fog Light Housing for 2006 to current Dodge Charger.	2
VTX609R	VERTEX SUPER-LED LIGHT RED	1
VTX609B	VERTEX SUPER-LED LIGHT BLUE	1
MBPM05RB	MIRROR LIGHTS Whelen LED mirror beams for the Dodge Charger. 1 red and 1 blue	1
SA315P	SIREN SPEAKER Whelen Ultra Slim Siren Speaker. 123dB, Nylon Composite Construction.	1
SAK18	SAK18 Mounting Bracket for Dodge Charger & Magnum 2005 to 2007	1
AA-Charger-08	CONSOLE 08 Dodge Charger Contour Console (New Style) Console holds 10" of face plates. Relocates heater controls into the console. 7" inches of bottom depth.	1
AA-Charger-08-Exten...	Cupholder for 2008 Dodge Charger with knockouts. Needs J6038 to be complet.	1
J6038	Jotto Desk Face Plate Cup Holder for Flat Style Console. Face Plate is Flat.	1
J2215	Mic clip for smooth glide console.	2
J6039	Storage Compartment with Lock and Cushion Lid Arm Rest 10.0"H x 4.5"W x 8.5"L. of Storage Space Mounts to Extruded Floorplate	1
MH1X	Magnetic mic clip.	1
8060	Pelican 8060 LED flashlight. Includes 120v charger and mounting base. Can be 12 hard wired.	1
VS-09CHARGER	Vizionstor overhead storage solution system for Dodge Charger	1
14.0553	3 Onlet Accessory Box	1

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
J1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustability, includes three levers.	1
J3232	COMPUTER Exchange P2 Plate (CF18/CF19) for CableDock Desktop	
J5540	NHM for 2007 Charger or Magnum which includes Post, Arm & Cable Docking Platform.	1
CCSRN2	SIREN AMP AND CONTROL S Whelen Cencom Gold Siren Controller with Amplifier/Relay Module, 20' Cable and Microphone with 3' Coil Cord.	1
WPKM1	Whelen WPKM1 Park Kill module.	1
CCMICX20	Whelen 20 ft. PA Mic. extension cable with strain relief.	1
DVM750	VIDEO Digital Ally DVM-750 video system. Complete System Includes Integrated: 3.5" Ultra-Bright Color Monitor (1000 NITS) Covert Rear Seat Camera with IR LEDs GPS with Map Feature 900 Mhz Audio Transceiver Internal Microphone & Speaker NEW FEATURES: •VoiceVault TM Advanced Wireless Mic •Two Camera Simultaneous Recording •Three Channel Audio Recording •D1 (720x480) High Resolution Video •Ultra-Bright Sunlight Visible Monitor •Electronic Locking Door with Pin-Code •Internal Battery Backup •VideoManager TM II Software	1
004-0008	Digital Ally: Camera, Rear external with infrared lens.	1
	LIGHTBAR	

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
107UF8	Whelen's Inner-Edge series, Eight 3-LED Lamps, Upper Front Unit for a 2005-2008 Dodge Magnum and 2006-2008 Charger, Two Piece, Individual Driver and Passenger Side Units, with Two MR8 Flashing/Take-Downs (one in each housing)	1
EL3SNB	SIDE LIGHTS Sound Off 3 Up Ultra Mini LED BLUE	2
EL3SNR	Sound Off 3 Up Ultra Mini LED RED	2
AA-Soundoff-WB-Bckt	Bracket to mount Sound Off lights to window bars	4
BM-NC	ANTENNAS NMO roof mount ant, coax. 25' Ultra Low Loss	3
MH1B1520	Maxrad Antenna 152-162 MHz	1
MLPV1700	NMO Base Digital Antenna 1.7 to 2.5 MHz.	1
MLPVD18800/1900	Dual Band roof mount ant. 800 meg. & 1.9 gig.	1
#10-C	PARTITION Setina Horizontal Sliding Coated Polycarbonate Center - Section with Vinyl Coated Expanded Metal Window Cover.(NONE AIR BAG-ORDER HARD PLASTIC)	1
AA-Domelight-Bckt	A bracket to attach prisoner area domelights to.	1
61161	Grote Rear Dome Light (White Only)	1
148	Partition Upper Polycarbonate Filler Panels, set	1
AA-WB-Charger-08	WINDOW BARS Window bars for 2008 Dodge Charger	1
CS2401	PRISONER SEAT Aecler rear prisoner seat for 2006+ Dodge Charger	1
XT302RB	DECK LIGHTS CODE 3 LED Lighthead, Red/Blue, Side By Side XT3 LED lights with 22 flash patterns, 7.13" L x 1.25" H x 1.875" D. Shock and water resistant, potted circuit boards.	2

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
CITY OF KEIZER, OR (“RENTER”)**

ITEM	DESCRIPTION	QTY
VTX609B	REAR TAILLIGHTS VERTEX SUPER-LED LIGHT BLUE	2
GR4-AR15	TRUNK MOUNT WEAPONS MOUNT AR-15 specific trunk mount for CV. Includes SC-1ARH gunlock.	1
Graphics	Graphics	1
Shop Supplies	Non-inventory items needed to complete installation.	1
Freight	Customer Shipping Charges	1
Labor	All Labor Charges	37
Labor	All Labor Charges (stripe cut)	3
Customer Gear	SUPPLIED BY AGENCY: radio radio scanner Panasonic ToughBook ToughBook docking station Panasonic ToughBook power supply zebra printer with 12v power cable radar	

OWNER: Auto Leasing Specialists, LLC

By: _____ Date: _____
Ed Anderson, President

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

By: _____ Date: _____
Authorized Signature

Printed Name: Chris Eppley Title: City Manager

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Vehicle Rental Agreement No. 1859, dated June 11, 2010, ("Agreement") between Auto Leasing Specialists, LLC ("Owner"), and the undersigned ("Renter"), Renter hereby certifies and represents to, and agrees with, Owner as follows:

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

General Equipment Description: One (1) 2010 Dodge Charger Slicker Top with VIN

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

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

Title: _____

Attested by: _____
Chris Eppley

Title: _____
City Manager

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 1859
AUTO LEASING SPECIALISTS, LLC ("OWNER")
CITY OF KEIZER, OR ("RENTER")
DATED: June 11, 2010

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

for the City of Keizer, hereby certify that:

(Signature of Signer of Lease)

Chris Eppley
(Print Name of Signer of Lease)

City Manager
(Title of Signer of Lease)

of the City of Keizer, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Rental Agreement No. 1859, for Equipment described therein and that the signature shown is his or her signature.

RENTER: City of Keizer, OR

By: _____ Date: _____
Authorized Signature

Printed: Tracy L. Davis Title: City Recorder

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

4. This FINANCING STATEMENT covers the following collateral:

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

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

7. See instruction Debt(or)s

8. OPTIONAL FILER REFERENCE DATA

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. **Follow instructions completely.**
Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice.

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

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

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

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

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

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



City of Keizer

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

PURCHASE ORDER

DATE: June 11, 2010

PURCHASE ORDER NO. _____

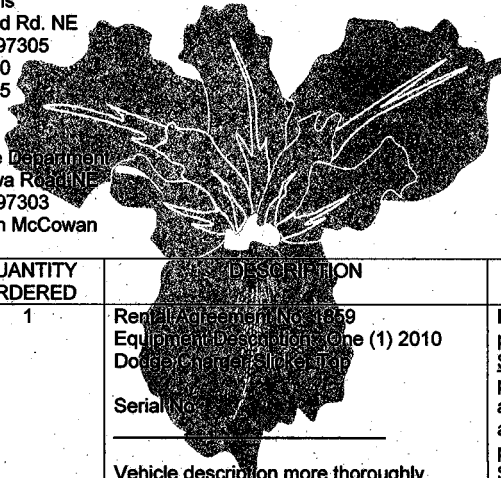
AGENCY ISSUING PURCHASE ORDER:

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

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

SHIP TO:

Keizer Police Department
930 Chemawa Road NE
Keizer, OR 97303
Attn: Lt. Alan McCowan



QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
1	1	Rental Agreement No. 1859 Equipment Description: One (1) 2010 Dodge Charger SRT-4 Serial No. _____ Vehicle description more thoroughly described in Exhibit "A" to the Agreement.	Renter shall make <u>4</u> payments consisting of <u>\$10,341.75</u> with 1 advance payment due upon acceptance of equipment, and the balance in <u>3</u> Annual payments in the amount of <u>\$10,341.75</u> each

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

NEED SPECIAL BILLING INSTRUCTIONS

"Pride, Spirit and Volunteerism"

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

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

INVOICE FOR PAYMENT

Date of Invoice: June 11, 2010

Rental Agreement No.: 1859

Purchase Order Number:

Equipment Description: One (1) 2010 Dodge Charger Slicker Top as more thoroughly described in Exhibit A to this Agreement.

Amount Due: \$10,691.75 (\$10,341.75 First Payment + \$350.00 Documentation Fee)

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

Auto Leasing Specialists LLC
17526 O Street
Omaha, NE 68135

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

MUNICIPAL CERTIFICATE

Municipal Vehicle Rental Agreement, Agreement No. 1859
Auto Leasing Specialists, LLC ("OWNER")
City of Keizer, OR ("RENTER")
Dated: June 11, 2010

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

1. Renter did at a regular or special meeting of the governing body of the Renter held on _____, **2010** by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Vehicle Agreement (the "Agreement") on its behalf by the following named representative of the Renter:

(OFFICIAL WHO WILL SIGN THE AGREEMENT)

_____	_____	_____
Chris Eppley	City Manager	
(Printed Name)	(Official Title)	(Signature)

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

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

(Clerk's or Secretary's signature)

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

Date



Auto Leasing Specialists, LLC

Cell: 719-439-8907

Office: 503-485-0990

Fax: 800-918-3761

Ed Anderson, President

4785 Portland Road NE

Salem, OR 97305

Email: ed@govleasing.com

Email: ed@autoadditions.com

Email: Shannon@govleasing.com

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

Date: June 11, 2010

Lease Number: 1859

Dear Mr. Eppley :

NOTICE OF ASSIGNMENT

Re: Rental Agreement dated June 11, 2010 between Auto Leasing Specialists, LLC and the City of Keizer, OR

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

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

**Auto Leasing Specialists, LLC
2502 Marston Heights
Colorado Springs, CO 80920**

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

Sincerely,

Ed Anderson

ACKNOWLEDGED

By: _____

Title: Chris Eppley, City Manager

Date: _____

COUNCIL MEETING: July 6, 2010

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: SPECIAL EVENT FOR GOOD VIBRATIONS MOTORCYCLE RALLY,
FRIDAY JULY 16, 2010 THRU SUNDAY JULY 18, 2010.**

BACKGROUND:

The Keizer Development Code (KDC 2.208.06.B) restricts banner sizes to a maximum size of 16 square feet in area, and does not allow for signs to be placed in the public right of way. The code does, however, give the council authority to declare special events and determine what signage it deems appropriate.

The Keizer Chamber of Commerce is requesting to install a banner welcoming the Good Vibrations motorcycle rally to Keizer, to be hung over River Road. A concept drawing is attached (Attachment A). The Chamber of Commerce is requesting to install the banner across River Road in front of the Renaissance Inn. Traffic control during installation will be coordinated through the Keizer Public Works Department.

Section 2.203.04(E) of the KDC allows Council, by resolution to authorize *additional temporary uses* during special events or festivals which may include the allowance for temporary signs not otherwise allowed by the development code. Therefore, if the Council adopts a resolution declaring such, the banner may be installed as directed by the Council.

Staff feels that there should be minimum requirements for any banner across River Road. Those minimum requirements should be:

- Minimum clearance under the banner of 16' above the roadway surface
- Banner should allow the passage of wind though it by venting the surface
- Anchoring of the sign should be done safely, securely and not obstruct pedestrians or vehicles
- The Chamber of Commerce shall assume all responsibility and liability for its placement

Council has previously committed its support for the Good Vibrations motorcycle rally and is allowing the event to utilize the Community Center free of charge; it is, however, not an official City event.

The Chamber of Commerce has identified their desire, if the banner cannot be safely placed over River Rd, to locate the banner at the corner of River Rd and Claggett Street as an alternate.

RECOMMENDATION:

Staff recommends that City Council: Authorize the Good Vibrations as a “specific event or festival” as allowed by KDC Section 2.203.04(E) and authorize the placement of an oversized banner across River Road. As an alternate, the placement of such banner would be allowed at the intersection of River Road and Claggett St on the parcel north of Willamette Valley Bank.

930 CHEMAWARDNE
KEIZER, OR 97303
503.498.0000
FAX: 503.498.0003
KEIZERCHAMBER.COM
INFO@KEIZERCHAMBER.COM



KEIZER
CHAMBER of COMMERCE
& VISITORS CENTER

MEMBERS

Joe Egli, President
R. Hugh Johnson
(503) 582-0095
Rich Duncan, Vice
President
Rich Duncan Construction
(503) 390-4999
Craig Koller, Treasurer
Salem Electric
(503) 362-6001
Mary Krenz, Secretary
Mild Valley Garbage &
Recycling
(503) 390-4000
Dennis Koto, Past
President
Koto & Ratty, Attorneys
at Law
(503) 390-0174

DIRECTORS

Blaine Anderson
BWW Studios
Audrey Butler
Mary Kay Cosmetics
(503) 390-6677
Rick Day
Adventure Process
(503) 360-2048
Ryan Evenson
Edward Jones
(503) 469-8849
MERE Jackson
Academy Accounts
(503) 390-7779
Rob Miller
Horse Equipment Rental
(503) 390-1674
Dave Welton
Welton & Pizzi
(503) 462-6888
Teresa Welton
(503) 390-4886

EXECUTIVE

DIRECTOR
Christine Dieker

Date: June 24, 2010

To: Keizer City Council
Chris Eppley, Keizer City Manager
930 Chemawa Rd
Keizer, OR 97303

From: Keizer Chamber of Commerce
Christine Dieker, Executive Director

Where as the City of Keizer has set a direction through the Keizer Compass project to encourage large groups visiting Keizer and specifically this year with the appointment of a Good Vibration Task Force to coordinate a City welcome to participants, the Keizer Chamber of Commerce and Visitor Center would like to assist. The Good Vibrations Salem-Keizer Road Show have currently over 400 registered bikers and expect actual numbers to double. We will be partnering with the Keizer Rotary Club, the Keizer Community Band, KRA, Keizer Renaissance Inn, and the Good Vibration Task Force to roll out the red carpet on July 15 through July 18, 2010. Please review the attached schedule of activities (Exhibit A).

In consideration of this united direction to promote tourism and the partnerships established to accomplish this welcome, we are asking the City of Keizer to waive any rental/permit fees for activities and allow a sign code variance for a banner to be hung across River Road (Exhibit B). We can provide a Certificate of Insurance naming the City of Keizer, a host of volunteer manpower, and staffing to accomplish this Citywide welcome.

Sincerely,

Christine Dieker

CC: Joe Egli, Keizer Chamber of Commerce
Sherrie Gottfried, Good Vibrations Task Force

EXHIBIT A



KEIZER

CHAMBER of COMMERCE & VISITORS CENTER

GOOD VIBRATIONS WELCOME TO KEIZER
JULY 16-18, 2010

Pre-Event –

Business Reader Board /Window Painting Welcome Campaign (Keizer Chamber)

Thursday Evening –

Keizer Renaissance Inn – VIP Reception (Road Shows sponsored)

Ribbon Cutting Ceremony (Keizer Chamber & City)

Welcome to Town Banner (Keizer Chamber sponsored) \$500

Friday –

Special Section/Welcome Headline (Keizertimes)

4:00 pm – 7:00 pm River Road Pub Crawl (Keizer Chamber sponsored) \$500

6:00 pm – 9:00 pm Jazz at Amphitheater (Keizer Chamber sponsored) \$500

Saturday –

8:00 am – 10:00 am Keizer Civic Center Breakfast (Good Vibration Task Force sponsored) \$1000

6:00 pm – 9:00 pm Rock at Amphitheater – JFK (KRA LLC. sponsored) \$1000

Sunday –

8:00 am – 10:00 am Civic Center Breakfast – Patriotic Music in Gazebo (Keizer Chamber & Keizer Rotary sponsored) \$1000

10:00 am – 10:15 am Bike Blessing (Keizer's Good Vibration Task Force)

10:30 am – 11:30 am River Road Parade with Keizer Youth Sports Uniform & Flag Welcome (Keizer Chamber sponsored) \$500

Keizer Collaborated Cash Sponsorship - \$5000

EXHIBIT B

2010 River Road East Photo



1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2010-_____

3 AUTHORIZING TEMPORARY USE AND
4 SIGNS SUBJECT TO CONDITIONS FOR
5 GOOD VIBRATIONS EVENT
6

7 WHEREAS, the Keizer Development Code provides pursuant to Section
8 2.203.04(E) that the City Council may by resolution authorize temporary uses and
9 signage during a specific event or festival;

10 WHEREAS, the Keizer Development Code also provides that the Council may set
11 forth the reasonable types of uses, zones, temporary signs and time restrictions;

12 WHEREAS, it has been requested that the City authorize a temporary use for the
13 Good Vibrations event including, but not limited to placement of temporary signage to
14 welcome such event. Such temporary signage consists of one oversized banner located
15 across River Road in front of the Renaissance Inn or in the alternative, on the parcel
16 north of Willamette Valley Bank at the intersection of River Road and Claggett Street;

17 WHEREAS, the City Council has considered this matter and finds that it is
18 appropriate to grant the request with certain restrictions necessary to protect the health,
19 safety and welfare of the public;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the Good
22 Vibrations event is authorized as a specific temporary use for the dates of July 16, 2010

1 through July 18, 2010.

2 BE IT FURTHER RESOLVED that the signage for the Good Vibrations event is
3 limited to one oversized banner located across River Road in front of the Renaissance
4 Inn or in the alternative, on the parcel north of Willamette Valley Bank at the
5 intersection of River Road and Claggett Street.

6 BE IT FURTHER RESOLVED that placement of the banner across River Road in
7 front of the Renaissance Inn will require the following requirements:

- 8 1. A minimum clearance under the banner of 16 feet above the roadway
9 surface; and
10 2. The banner shall be constructed so that it will allow the passage of wind
11 through it by venting the surface; and
12 3. The banner shall be anchored in a manner that is done safely, securely and
13 not obstruct pedestrians or vehicles; and
14 4. The Chamber of Commerce shall assume all responsibility and liability for
15 the banner's placement.

16 PASSED this _____ day of _____, 2010.

17 SIGNED this _____ day of _____, 2010.

18

19

20

21

22

23

Mayor

City Recorder



MINUTES
KEIZER CITY COUNCIL
Monday, June 7, 2010
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

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

Present:

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

Staff:

Shannon Johnson, City Attorney
Chris Eppley, City Manager
Rob Kissler, Public Works
Nate Brown, Community Development
Marc Adams, Police Chief
Kevin Watson, Assist. to the City Mgr.
Susan Gahlsdorf, Finance Director
Tracy Davis, City Recorder

FLAG SALUTE

PUBLIC TESTIMONY

Andrew Mulholland, Keizer, thanked Council for all they had done for the Keizer and noted that the building cap was already in place at Keizer Station Area C to accommodate a "big box" store. He predicted that if a big box grocery store is allowed in Area C grocery stores located in Keizer would be put out of business within 5 years. He threatened that should Council allow a big box store in Keizer Station, he would visit each business and let them know who had caused their demise and destroyed River Road and the heart of Keizer.

Teresa Thompson, Keizer, explained that she had moved away from an area near big box stores and expressed opposition to allowing a big box store at Keizer Station Area C.

Kevin Hohnbaum, Keizer, noted that without transparent communication citizens grow suspicious. He claimed that Council actions over the past 2½ years had changed the zoning for Area C from Mixed Use to Commercial Retail without using the proper zone change process and urged that clear communication be used to keep citizens informed. He indicated that he was considering filing an initiative banning big box stores in Keizer should the Council approve the text amendment on the agenda.

Shane Wyer, Keizer, voiced opposition to allowing a Walmart store in Keizer and predicted disaster for the city.

Trish Crenshaw, Keizer, voiced support for a big box store, explaining that she lives in a high traffic area and has adjusted to change and that a big box store will provide more jobs for the city.

Jeff Anderson, Keizer, voiced opposition to a big box store in Keizer. He predicted closure of grocery stores on River Road if a Walmart comes into town, encouraged Council to preserve business on River Road and predicted an increase in crime if Walmart comes to this location. In response Chief Adams noted that any large store in a large complex will increase calls for service but he hasn't seen any statistics by "brand". He also indicated that larger chains have their own security so there may be fewer calls for service.

Frank Pauley, Keizer, disagreed noting that Walmart attracts a lower economic clientele that gets involved in crime more often. He noted that voting for this would be a political mistake.

Vickie Hilgemann, Keizer Parks Foundation, presented a check for \$1860 from the Foundation to supplement donations for the Wild Wild Rec Program. She added that the trailer is now filled with recreational equipment from a grant from the Salem Foundation and on June 22 the program will begin. She explained that this program is a partnership with Boys & Girls Club, Keizer Rotary, The Parks Foundation and the City of Keizer and reviewed the schedule. She also explained that Witham Gardens are up and running with 16 plots and a plan to have more next year. She thanked Key Bank for their assistance in this effort. Finally she encouraged everyone to plan on attending the unveiling of Marie Dorian interpretive sign at Keizer Station Park which will be dedicated on July 10 at 2 pm and requested volunteers to help with the dedication.

PUBLIC HEARING
a. ORDINANCE ~
Amending the
Utility License
Fees for Sewer
Utilities

Finance Director Susan Gahlsdorf reviewed the history of the Sewer Utilities Fee, explained that consumers had been notified of the increase and that the fee would be reviewed annually during the City Budget process to determine if continuation of the fee is in the best interest of the community. She then explained revenue that the fee would generate and what it would be used for.

City Attorney Shannon Johnson brought Council attention to a revision that was added after the packet deadline which addresses sunseting the charges on either sewer or storm water. He explained that "sunseting" would not be appropriate but he had provided verbiage for amending the ordinance. Discussion then took place regarding lowering or eliminating the fees prior to the annual review with Mr. Eppley explaining that the Council would need to direct staff to conduct a half-year analysis of expenditures and report to Council in order to revise the ordinance.

Mayor Christopher opened the Public Hearing.

Dave Bauer, Keizer, commended the members of the Budget Committee that had encouraged revisiting the Budget for various reasons and urged that Council reconsider instituting the added fees in the budget.

Sandi King, Keizer, voiced opposition to the fees on the utilities.

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

Councilor Taylor moved to approve a Bill for an Ordinance Amending the Utility License Fees for Sewer Utilities in the City of Keizer and Declaring an Emergency (Amending Ordinance Number 2002-468; Repealing Ordinance Number 2003-488). Councilor Clark seconded.

Councilor McKane summarized the cuts taken and applauded city staff and the Budget Committee for their work on the Budget: Savings of \$470,000 in materials and service; Savings of \$52,000 by freezing salaries of non-represented employees at City Hall; for a total of \$522,000 trimmed out of the budget. He voiced the opinion that although it is a good budget, it could have been better and he was not happy with the fee increases.

Councilor Smith made a friendly amendment that the automatic fee reduction be included in section 4: "The automatic fee reduction, the license fee for the billing cycle beginning with the July/August 2011 billing period shall automatically revert to 5% of any and all gross revenues." Amendment accepted by Councilors Taylor and Clark.

Amended motion passed as follows:

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

NAYS: McKane and Caillier (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION ~
Amending the
Storm Water
Utility Fee**

Finance Director Susan Gahlsdorf explained that the fee is currently \$2.70 per month and the proposed increase would be \$3.825 per month. She explained that the fee would fund Federal and State mandates for two additional programs. Mayor Christopher explained that this is not a budget balancing bill but is required by the Federal government through the Clean Water Act. Public Works Director, Rob Kissler, provided additional information and clarification regarding the stormwater utility program, regulations and repairs.

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

Councilor Taylor moved to adopt an Ordinance Amending the Storm Water Utility Fee and Declaring an Emergency (Amending Resolution R2007-1808). Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE ~
Establishing
Utility License
Fees for Storm
Water Utilities**

Finance Director Susan Gahlsdorf explained that the proposed fee is 7% and would add approximately \$52,000 to the General Fund which would be used to pay for Police, Parks, Community Development and Administrative Services. She then fielded questions regarding equitable treatment and increasing all funds by the same percentage.

Mayor Christopher opened the Public Hearing.

Ross Nelson, Keizer, voiced opposition to initiating the fee and pointed out various areas where he felt the budget could be further cut in order to avoid this added fee. Director Gahlsdorf responded that the Storm Water Fund has increased due to a Federal mandate but the General Fund has actually decreased. Mr. Eppley provided additional explanation noting that the General Fund which is supported by taxes is down below a 2007 level. Two increased areas are the Stormwater Fund and a capital project for which the city has been saving. Mr. Kissler provided further explanation regarding the project.

Sandi King, Keizer, again voiced opposition to raising any fees adding that perhaps staff needs to be cut instead. Mayor Christopher pointed out that neither the Budget Committee nor the City Council has authority to lay off staff.

Dwight Reinwald, Keizer, voiced resentment over the increased charges or "taxes", expressed anger over the lack of action to reduce the budget and suggested that projects be delayed so that citizens don't have to bear the cost of increased government costs.

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

Councilor Taylor moved to adopt a Bill for an Ordinance Establishing Utility License Fees for Stormwater Utilities in the City of Keizer and Declaring an Emergency. Councilor Walsh seconded.

Councilor McKane noted that the 9% Budget increase was not due solely to the increased funds mentioned by Mr. Eppley but also because Salem had increased their sewer rates and that is passed on to the Keizer consumer as well. He commended staff for their work on the budget but noted that he was opposed to this fee. Responding to questioning by Councilor Smith, Mr. Eppley explained that over the past 4 years the City of Keizer had not imposed fee increases other than for water based on the master plan.

Councilor Smith made a friendly amendment that the automatic fee reduction be included in section 6: "The automatic fee reduction, the

license fee for the billing cycle beginning with the July/August 2011 billing period shall automatically revert to 5% of any and all gross revenues."

Amendment accepted by Councilors Taylor and Walsh.

Councilors Clark, Walsh, Taylor and Smith then each voiced dismay at having to implement the fees. Councilor Caillier explained that the Stormwater Committee recommendation was for 5% not 7% so he would not support this motion.

Amended motion passed as follows:

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

NAYS: McKane and Caillier (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor McKane moved to direct the City Manager come back in six months with a report on expenditures and revenues for Council to review. Mayor Christopher seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. RESOLUTION ~
Certification of
Street Lighting
District
Assessments**

Finance Director Susan Gahlsdorf explained that every year the City fronts the cost for supplying electricity to lighting districts and at the end of the year calculates those costs and provides certification to the County who collects the costs via the tax rolls. This resolution certifies the costs to those lighting districts.

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

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

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**e. RESOLUTION ~
Adopting
FY2010-2011 City
of Keizer Budget,
Making
Appropriations
and Imposing**

Finance Director Susan Gahlsdorf summarized actions and deliberations of the Budget Committee which culminated in the Committee Approved Budget being presented to Council for adoption. She reviewed the adjustments allowed by Oregon law adding that the budget must be approved by June 30, 2010. She then reviewed adjustments to the committee approved budget identified by staff, fielded questions and provided additional clarification.

and Categorizing Taxes

Mayor Christopher opened the Public Hearing.

Philip Gerstner, Ross Nelson and Dwight Reinwald, Keizer, voiced opposition to the increased fees in the budget, suggested staffing and salary cuts and use of volunteers.

Dale Henson, Keizer, noted that he was a member of the Budget Committee and wondered if revenue projections would be accurate. He questioned what mechanism would be used after the 6-month review. Mr. Eppley explained the process allowed by law: identifying core services and cutting less mission critical services first. He added that it was likely that the City would consider hiring freezes this year.

Mayor Christopher explained that the City has a contract with the police officers and they are 80% of the General Fund. She voiced disappointment that the police officers would not agree to forfeit their annual 2% increase and citizens are therefore paying the added fees.

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

Councilor Taylor moved to approve a Resolution Adopting the FY10-11 Budget, Making Appropriations and Imposing and Categorizing Taxes. Councilor Clark seconded.

Councilor Walsh provided some explanation regarding alternatives to reduce the budget; Councilors McKane and Taylor noted that they would support the budget but that they were not happy with the added fees. Councilor Caillier noted that the added fees would be about \$2.50 per month per household. Councilor Clark commended the volunteers who contribute to the City, reviewed various funding sources and invited citizens to participate in the budget process throughout the year.

Councilor Walsh requested that in an effort to alleviate budget constraints, continuation of fluoridation of water be addressed at a work session. Councilors agreed by consensus to schedule this at a future work session.

Councilor Smith voiced appreciation for the public testimony, explained that budgeting is a year long process and voiced support of the proposed budget.

Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor McKane moved to provide formal policy direction to the City Manager that as the General Fund is monitored throughout the year with a hiring freeze and if vacancies occur Council would entertain the City Manager coming to Council and presenting his case as to why it would

be necessary to fill that position and if there are savings, that would go against the increased two fees and eliminate them sooner than the next fiscal year. Councilor Taylor seconded.

Director Gahlsdorf suggested that revenue be considered as well because it is trending downward. Mr. Johnson explained that fees are by ordinance; they can be revisited at any time but City Manager cannot be directed as stated regarding fees and that this direction might overstep Council's role. Mr. Eppley generally explained that this is not typical direction Council would provide in the Council-Manager Plan of government, but because of the economy and drastic measures he was receptive to this direction.

Councilor McKane withdrew his motion.

Councilor Walsh provided clarification on the fees; Councilor Clark suggested that further investigation be done regarding lowering 9-1-1 costs. Chief Adams explained the expenses involved in 9-1-1 and logistics of the program.

ADMINISTRATIVE ACTION

a. RESOLUTION ~ Authorization for Budget Adjustments

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

Councilor Taylor moved to approve a Resolution Authorizing Budget Adjustments for Additional 9-1-1 Communications, Police Equipment, Keizer Station Debt Service, Community Center, Sewer, Water and Street Lighting District Costs. Councilor Smith seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

b. ORDINANCE ~ Allowing Reallocation of Keizer Station Retail Limitation; Amending: Keizer Development Code and Ordinances 98-389, 2003-479 and 2007-562 (Second Reading)

Mr. Eppley explained that this matter had come before Council at the previous meeting but was not passed unanimously so was before Council for another vote. Community Development Director Nate Brown explained that the ordinance does not change any allocation; simply the process.

Councilor Taylor moved to adopt an ordinance Allowing Reallocation of Keizer Station Retail Limitation; Amending: Keizer Development Code Sections 2.107 (Mixed Use), 2.109 (Commercial Retail), 2.110 (Commercial Mixed Use), 2.119 (General Employment), 2.125 (Activity Center Overlay Zone, and 3.113 (Keizer Station Master Plan Review); Amending Keizer Station Plan Areas and Design Guidelines (Pages 9 to 10 of Keizer Station Plan); Amending Ordinance 98-389, Ordinance 2003-479 (Exhibit 2, Pages 9 to 10) and Ordinance 2007-562 (Exhibit "C"). Councilor Smith seconded. Motion passed as follows:

AYES: Christopher, Walsh, Smith, McKane and Taylor (5)

NAYS: Clark and Caillier (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE ~
Amending Keizer
Development
Code Regarding
Section 2.102
(Single Family
Residential, and
Section 2.430
(Public Water
Supply);
Amending
Ordinance 98-389**

Mr. Johnson explained that this matter was before Council following their direction to return with an ordinance adopting revisions to the Single Family Residential and Public Water Supply sections of the Keizer Development Code.

Councilor Taylor moved to adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.102 (Single Family Residential, and Section 2.430 (Public Water Supply); Amending Ordinance 98-389. Councilor Smith seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**d. ORDINANCE ~
Amending Keizer
Development
Code Regarding
Section 3.112
(Annexations);
Amending
Ordinance 98-389**

Mr. Johnson explained that this matter was before Council following their direction to return with an ordinance adopting revisions to the Annexations section of the Keizer Development Code.

Councilor Taylor moved to adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 3.112 (Annexations); Amending Ordinance 98-389. Councilor Clark seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**CONSENT
CALENDAR**

- A. RESOLUTION ~ Certification of Delinquent Sewer Accounts**
- B. RESOLUTION ~ Declaring the City's Election to Receive State Shared Revenues**
- C. Approval of April 26, 2010 Work Session Minutes**
- D. Approval of May 3, 2010 Regular Session Minutes**

Director Gahlsdorf requested that Item A be pulled.

Councilor Taylor moved for approval of Items B, C and D of the Consent Calendar. Councilor Smith seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, McKane, Caillier, Taylor, Smith and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Ms. Gahlsdorf reported that since the staff report was prepared, payments were made on five accounts so the delinquent assessment total is \$3,394.24. A revised attachment to the resolution was distributed.

Mayor Christopher moved for approval of Item A of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Smith, McKane, Caillier, Taylor and Clark (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE

REPORTS

a. Swearing in of Keizer Police Reserve Officers

Taken out of Order.

Chief Marc Adams introduced the new Reserves, Dustin Barth and Timothy Dinsmore providing a brief history of each. City Attorney Shannon Johnson administered the Oath of Office.

Councilor Clark commended recipients of the "Turn Around Award": Shandra Tim from McNary; Caleb Faring from Whiteaker; Victor Duarte from Claggett Creek Middle School. She thanked Chief Adams for being the key speaker at the event.

Councilor Walsh commended everyone in the Chamber, Christine Dieker, Teresa Walsh and Dave Wallery for putting on the Iris Festival in unseasonably cold weather.

OTHER BUSINESS

Rob Kissler reminded everyone of paving projects throughout the city. He invited property owners along Chemawa Road North to an open house on June 24 to discuss upcoming improvements with ODOT representatives.

Nate Brown reported on upcoming Planning Commission and West Keizer Neighborhood Association meetings.

Kevin Watson extended an invitation to the upcoming ARES radio group demonstration at the Powerland Museum.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

June 14, 2010

- 5:45 p.m. – City Council Work Session
 - Chamber of Commerce – Sign Code

June 21, 2010

- 7:00 p.m. – City Council Regular Session
 - Benevan Court Street Lighting District Public Hearing
 - Solid Waste Rate Increase Public Hearing

July 6, 2010 (Tuesday)

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

ADJOURNMENT Mayor Christopher adjourned the meeting at 10:27 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Richard Walsh

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:

CITY COUNCIL MEETING: July 6, 2010

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: KEIZER BIKEWAYS COMMITTEE APPOINTMENT

ISSUE:

On April 21, 2010 Ron Anderson resigned from his term on the Keizer Bikeways Committee. Mr. Anderson was serving a three-year term scheduled to expire on December 31, 2010. At the June 17, 2010 meeting of the Volunteer Coordinating Committee, four applications were reviewed. It was unanimously recommended to appoint Rick Jorgensen to position number 1 to complete the vacant term.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Rick Jorgensen to position number 1 on the Keizer Bikeways Committee.