

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, July 2, 2012

6:00 p.m.

Keizer Civic Center

Keizer, Oregon 97303

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(i) – *To review and evaluate the employment related performance of the chief executive officer of a public body.*
- 4. ADJOURN**

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

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

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

A G E N D A
URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, July 2, 2012

6:45 p.m.

Keizer Civic Center - Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. **PUBLIC HEARING**

5. **ADMINISTRATIVE ACTION**

- a. **RESOLUTION** – Authorizing Amendment of the Urban Renewal Agency's Outstanding Line of Credit and the Related Urban Renewal Bond, Series 2008

6. **CONSENT CALENDAR**

7. **OTHER BUSINESS**

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8. **AGENDA INPUT**

9. **ADJOURN**

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at (503) 390-3700 at least two working days (48 hours) in advance.

AGENCY MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: CHAIR CHRISTOPHER AND AGENCY MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR**

**SUBJECT: AUTHORIZING AMENDMENT OF THE URBAN RENEWAL AGENCY'S
OUTSTANDING LINE OF CREDIT**

ISSUES:

In 2008 the Keizer Urban Renewal Agency entered into a line of credit with Bank of America, N. A. primarily to fund the construction costs of the new civic center. Of the \$12,260,000 borrowed, all but \$2,660,000 in principal has been repaid. The Agency currently has sufficient cash to repay this balance. However, the agency is in need of cash to help mitigate the City's interest costs on the Keizer Station LID debt.

Per the terms of the existing line of credit agreement, the \$2,660,000 balance is due by November 14, 2012. The Agency has requested Bank of America, N.A. extend the terms of our agreement so that cash on hand can be used to pay down the Keizer Station LID debt which carries a 5.2% interest rate. The interest rate on the line of credit is variable, tied to Prime Rate, and is currently 2.3137%.

As with the existing agreement, the line of credit can be repaid at any time prior to the scheduled payment and maturity dates, without penalty.

FISCAL IMPACT:

The difference between the two interest rates is over \$76,000 annually on the \$2,660,000 balance due. Actual interest savings will depend on the timing of the Keizer Station foreclosure process.

The line of credit extension was anticipated in the Fiscal Year 2012-13 Agency Adopted budget.

RECOMMENDATION:

Staff recommends the Council pass the attached resolution authorizing amendment of its outstanding line of credit and the related urban renewal bond, series 2008.

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

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Resolution UR2012-_____

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AUTHORIZING AMENDMENT OF THE URBAN RENEWAL
AGENCY'S OUTSTANDING LINE OF CREDIT AND THE
RELATED URBAN RENEWAL BOND, SERIES 2008

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WHEREAS, in 2008 the Urban Renewal Agency of the City of Keizer,
Oregon (the "Agency") entered into a line of credit with Bank of America, N. A. and
issued its Urban Renewal Bond, Series 2008 to secure the Agency's obligation under
that line of credit;

WHEREAS, the 2008 line of credit and the Series 2008 Bond are payable
from the tax increment revenues of the North River Road urban renewal area;

WHEREAS, the Agency and the City of Keizer have substantially amended
the urban renewal plan for the North River Road urban renewal area to increase its
maximum indebtedness so that additional tax increment revenues may be used in
connection with Keizer Station infrastructure;

WHEREAS, it is desirable to amend the 2008 line of credit and the Series
2008 Bond to delay their repayment so that additional tax increment revenues can be
used quickly in connection with Keizer Station infrastructure;

WHEREAS, Bank of America, N. A. is willing to amend the 2008 line of
credit to delay its repayment if the City of Keizer enters into a financing agreement
that commits the City's full faith and credit to the financing of the civic center;

WHEREAS, the City of Keizer has indicated it is willing to commit the City's
full faith and credit to the financing of the civic center;

1 NOW, THEREFORE,

2 THE KEIZER URBAN RENEWAL AGENCY DOES RESOLVE AS
3 FOLLOWS:

4 Section 1. AUTHORIZATION. The Agency hereby authorizes the
5 amendment of its outstanding 2008 line of credit and the Series 2008 bond, to delay
6 their payment and make related changes. The City Manager, the City Finance
7 Director, or the person designated in writing by the City Finance Director to act as
8 Agency Official under this Resolution may, on behalf of the Agency and without
9 further action by the Agency's board, execute any documents and take any actions
10 that are required to carry out this Resolution.

11 Section 2. EFFECTIVE DATE. This Resolution shall take effect on the date
12 of its adoption by the governing body of the Agency.

13 PASSED this _____ day of _____, 2012.

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15 SIGNED this _____ day of _____, 2012.

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Agency Chair

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22 _____
City Recorder

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION

Monday, July 2, 2012

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**

6. **ADMINISTRATIVE ACTION**

- a. **ORDINANCE** – Amending Procedure for Equitable Apportionment for Local Improvement Assessments – Amending Ordinance No. 92-244
RESOLUTION – Setting Application Fee for Apportionment of Local Improvement District Assessments
- b. **RESOLUTION** - Authorizing a Financing Agreement Committing the City's Full Faith and Credit for the Civic Center Line of Credit

7. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing Public Works Director to Enter Into Agreement with Pacific INT-R-TEK for Pipe Cleaning and Television Inspection
- b. **RESOLUTION** – Establishing the Traffic Safety/Bikeways/Pedestrian Committee – Repealing R2003-1403 and R2007-1779
- c. **RESOLUTION** – Authorization to Appropriate Excess Expenditures for Park Bark Chips
- d. **RESOLUTION** – Granting Step Increase to the City Manager

e. RESOLUTION – Granting Step Increase to the City Attorney

8. COMMITTEE REPORTS

a. Appointment to the Keizer Events and Festivals (K-FEST) Committee

b. Appointment to the Keizer Planning Commission

c. Appointment to the Keizer Parks Advisory Board

d. PROCLAMATION – Accessibility Awareness Month

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 9, 2012

5:45 p.m. – City Council Work Session

July 16, 2012

7:00 p.m. – City Council Meeting

August 6, 2012

7:00 p.m. – City Council Meeting

12. ADJOURNMENT

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ORDINANCE AMENDING PROCEDURE FOR EQUITABLE
APPORTIONMENT FOR LOCAL IMPROVEMENT
ASSESSMENTS**

State statute and local ordinance allows for apportionment of Local Improvement District (LID) assessments upon the partitioning, subdivision, or adjustment in which the property is in a Local Improvement District are made larger or smaller. The concept behind this allowance is that most LIDs are based on size of lot or front footage. I have attached a copy of the Apportionment Ordinance (Ordinance No. 92-244).

By my recollection, we have only used this Ordinance one time in the early 1990's. However, we have a few pending LIDs in which apportionment is or could be an issue. One of the LIDs is the Keizer Station Area A LID. In that circumstance, Donahue Schriber group and other property owners have done a series of partitions and lot line adjustments in which the sizes of the assessed lots have changed. Due to the lease provisions, the commercial tenants pay a "pass-through" amount. These parties wish to have the assessments accurate based on the size of the parcels.

From the City's perspective, this is totally revenue neutral. In a common situation where there is a lot line adjustment, one lot's assessment will go up exactly by the reduction in the other lot's assessment. Hence, the City receives the same total assessment payments.

We have reviewed the Ordinance and there is a provision for City Engineer review. However, this is a very simple "math problem" and it is not necessary to use the City Engineer in this situation. To reduce costs to the applicant, staff is proposing an amendment of the Ordinance to allow for Public Works review. A redlined version of the Ordinance making this amendment is attached for your convenience.

We discovered that there apparently was never a fee adopted for the apportionment process. We have reviewed the matter with various City staff and feel a fee in the amount of \$225.00 per new/adjusted lot is appropriate. This is based on an analysis of staff time, publication and mailing costs.

RECOMMENDATION:

Adopt the attached Ordinance Amending Procedure for Equitable Apportionment for Local Improvement Assessments. Following adoption of the Ordinance, adopt the attached Resolution Setting Application Fee for apportionment of Local Improvement Assessments.

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

ESJ/tmh

1 BILL NO. 226

A BILL

ORDINANCE NO.
92- 244

2
3 FOR

4 AN ORDINANCE

5 ESTABLISHING PROCEDURE FOR EQUITABLE APPORTIONMENT FOR
6 LOCAL IMPROVEMENT ASSESSMENTS

7 WHEREAS, from time to time assessments for local improvement
8 are made against parcels of real property in the city of Keizer;

9 WHEREAS, subsequent to such assessments, some parcels may be
10 partitioned, subdivided, or otherwise divided into smaller parcels;

11 WHEREAS, a method needs to be developed to fairly and
12 equitably apportion assessments to newly created or reduced
13 parcels; NOW, THEREFORE,

14 The City of Keizer ordains as follows:

15 Section 1. STATUTORY AUTHORITY. ORS 223.317 through
16 ORS 223.327 sets forth the authority for the City of Keizer to
17 apportion special assessments. ORS 223.327 states that a
18 governmental unit shall adopt an ordinance or other regulations
19 establishing procedures.

20 Section 2. APPLICATION. An owner, mortgagee or lienholder
21 of a parcel of real property that was formed from the partition,
22 subdivision, or other division of the larger tract, may seek
23 apportionment of final assessment or assessments by making
24 application on a form provided by the City Recorder. Information
25 required on such application shall include, but is not limited to,
26 the names and addresses of the parties holding title to the parcels
27 in question, the name of any contract purchaser, the legal
28 descriptions and street addresses of all parcels involved in the

1 - ORDINANCE NO. 92- 244

FMAGIC

LIEN, HOBSON & JOHNSON

Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

1 partition or subdivision, and a title company certification showing
2 property owners' names and mailing addresses. Along with the
3 application, the applicant shall submit a copy of the recorded deed
4 or deeds with the new descriptions, and evidence that the property
5 was, or is in the process of being, legally subdivided or
6 partitioned. Such application and documents shall be submitted to
7 the City Recorder. The City Council may set an application fee by
8 resolution.

9 Section 3. COMMUNITY DEVELOPMENT DEPARTMENT REVIEW.
10 Following submittal of the application, if the application is
11 complete, then it shall be reviewed by the Community Development
12 Department to determine that the partition or other division of
13 land was completed in accordance with ORS 92.010 to ORS 92.190 and
14 is consistent with the Keizer Comprehensive Plan, and other
15 applicable land use regulations.

16 Section 4. CITY ENGINEER REVIEW AND CALCULATION OF
17 APPORTIONMENT. Following review by the Community Development
18 Department, the application shall be submitted to the City Engineer
19 for apportionment of the assessment between the subject parcels.
20 The City Engineer shall submit a report showing the total amount
21 still owing on the assessment and indicating how it should be
22 apportioned between the subject parcels.

23 Section 5. NOTICE TO AFFECTED PROPERTY OWNERS. City Council
24 review of the apportionment shall be scheduled, and notification
25 of the date of City Council review shall be sent to all property
26 owners along with a copy of the City Engineer's report. Such

1 notice shall be sent by certified mail and by regular mail no later
2 than ten (10) days prior to the City Council hearing on the matter.
3 Any property owner objecting to the apportionment may file written
4 objections with the City Recorder or appear at the City Council
5 hearing.

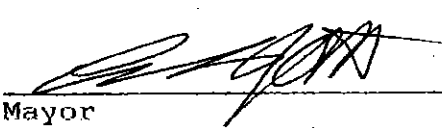
6 Section 6. CITY COUNCIL REVIEW AND APPROVAL. The City
7 Council shall review the City Engineer's report and consider any
8 objections thereto. If the City Council finds that the subject
9 parcels were legally divided, and that there is no payment now due
10 or delinquent on the assessment, then the Council shall, by
11 resolution, apportion the assessments in a fair and equitable
12 manner between the subject parcels.

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

17 PASSED this 19th day of October, 1992.

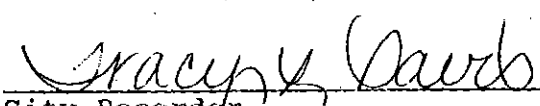
18 SIGNED this 20th day of October, 1992.

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Mayor

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City Recorder

23 824.075

1 BILL NO. ____

A BILL

ORDINANCE NO.

2012-_____

3 FOR

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5 AN ORDINANCE

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7 AMENDING PROCEDURE FOR EQUITABLE APPORTIONMENT
8 FOR LOCAL IMPROVEMENT ASSESSMENTS; **AMENDING**
9 **ORDINANCE NO. 92-244**

10
11 The City of Keizer ordains as follows:

12 Section 1. Ordinance No. 92-244, Section 4 (City Engineer Review and Calculation
13 of Apportionment) shall be amended as follows:

14 Section 4. ~~PUBLIC WORKS REVIEW CITY-ENGINEER~~
15 ~~REVIEW~~ AND CALCULATION OF APPORTIONMENT. Following
16 review by the Community Development Department, the application
17 shall be submitted to the Public Works Director ~~City-Engineer~~ for
18 apportionment of the assessment between the subject parcels. The
19 Public Works Director ~~City-Engineer~~ shall submit a report showing the
20 total amount still owing on the assessment and indicating how it should
21 be apportioned between the subject parcels.

22
23 Section 2. Ordinance No. 92-244, Section 5 (Notice to Affected Property Owners) shall
24 be amended as follows:

25 Section 5. NOTICE TO AFFECTED PROPERTY OWNERS.
26 City Council review of the apportionment shall be scheduled, and
27 notification of the date of City Council review shall be sent to all
28 property owners along with a copy of the Public Works Director's ~~City~~
29 ~~Engineer's~~ report. Such notice shall be sent by certified mail and by
30 regular mail no later than ten (10) days prior to the City Council hearing
31 on the matter. Any property owner objecting to the apportionment may
32 file written objections with the City Recorder or appear at the City
33 Council hearing.

1 Section 3. Ordinance No. 92-244, Section 6 (City Council Review and Approval) shall
2 be amended as follows:

3 Section 6. CITY COUNCIL REVIEW AND APPROVAL. The
4 City Council shall review the ~~Public Works Director's City Engineer's~~
5 report and consider any objections thereto. If the City Council finds that
6 the subject parcels were legally divided, and that there is no payment
7 now due or delinquent on the assessment, then the Council shall, by
8 resolution, apportion the assessments in a fair and equitable manner
9 between the subject parcels.

10
11 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

12 PASSED this _____ day of _____, 2012.

13
14 SIGNED this _____ day of _____, 2012.

15
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17 _____
18 Mayor

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20 _____
21 City Recorder

1 BILL NO. ____

A BILL

ORDINANCE NO.

2012-_____

3 FOR

4
5 AN ORDINANCE

6
7 AMENDING PROCEDURE FOR EQUITABLE APPORTIONMENT
8 FOR LOCAL IMPROVEMENT ASSESSMENTS; **AMENDING**
9 **ORDINANCE NO. 92-244**

10
11 The City of Keizer ordains as follows:

12 Section 1. Ordinance No. 92-244, Section 4 (City Engineer Review and Calculation
13 of Apportionment) shall be amended as follows:

14 Section 4. PUBLIC WORKS REVIEW AND CALCULATION
15 OF APPORTIONMENT. Following review by the Community
16 Development Department, the application shall be submitted to the
17 Public Works Director for apportionment of the assessment between the
18 subject parcels. The Public Works Director shall submit a report
19 showing the total amount still owing on the assessment and indicating
20 how it should be apportioned between the subject parcels.

21
22 Section 2. Ordinance No. 92-244, Section 5 (Notice to Affected Property Owners) shall
23 be amended as follows:

24 Section 5. NOTICE TO AFFECTED PROPERTY OWNERS.
25 City Council review of the apportionment shall be scheduled, and
26 notification of the date of City Council review shall be sent to all
27 property owners along with a copy of the Public Works Director's
28 report. Such notice shall be sent by certified mail and by regular mail no
29 later than ten (10) days prior to the City Council hearing on the matter.
30 Any property owner objecting to the apportionment may file written
31 objections with the City Recorder or appear at the City Council hearing.
32

1 Section 3. Ordinance No. 92-244, Section 6 (City Council Review and Approval) shall
2 be amended as follows:

3 Section 6. CITY COUNCIL REVIEW AND APPROVAL. The
4 City Council shall review the Public Works Director's report and
5 consider any objections thereto. If the City Council finds that the
6 subject parcels were legally divided, and that there is no payment now
7 due or delinquent on the assessment, then the Council shall, by
8 resolution, apportion the assessments in a fair and equitable manner
9 between the subject parcels.

10
11 Section 4. This Ordinance shall take effect thirty (30) days after its passage.

12 PASSED this _____ day of _____, 2012.

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14 SIGNED this _____ day of _____, 2012.

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18 Mayor

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21 City Recorder

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

SETTING APPLICATION FEE FOR APPORTIONMENT OF LOCAL
IMPROVEMENT ASSESSMENTS

WHEREAS, the City Council passed Ordinance No. 92-244 establishing the
procedure for equitable apportionment of local improvement assessments;

WHEREAS, the above referenced Ordinance provides that the City Council shall
set an application fee by resolution;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the application
fee for apportionment of assessments is set at the amount of \$225.00 per new/adjusted
lot.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that this
fee shall automatically be adjusted every three years using the Portland Consumer Price
Index for Wage Earners beginning July 2015.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR

SUBJECT: RESOLUTION – AUTHORIZING FINANCING AGREEMENT COMMITTING THE CITY’S FULL FAITH AND CREDIT FOR THE CIVIC CENTER LINE OF CREDIT

ISSUES:

In 2008 the Keizer Urban Renewal Agency entered into a line of credit with Bank of America, N. A. primarily to fund the construction costs of the new civic center. Of the \$12,260,000 borrowed, all but \$2,660,000 in principal has been repaid. The Agency currently has sufficient cash to repay this balance. However, the agency is in need of cash to help mitigate the City’s interest costs on the Keizer Station LID debt.

Per the terms of the existing line of credit agreement, the \$2,660,000 balance is due by November 14, 2012. The Agency has requested Bank of America, N.A. extend the terms of our agreement so that cash on hand can be used to pay down the Keizer Station LID debt which carries a 5.2% interest rate. The interest rate on the line of credit is variable, tied to Prime Rate, and is currently 2.3137%.

To secure the financing, the bank requests the City’s full faith and credit of its General Fund. This pledge is appropriate because the line of credit amendment is for the benefit of the General Fund. Since the Keizer Station LID debt is back by the full faith and credit of the General Fund this pledge does not assume any additional appreciable risk.

As with the existing agreement, the line of credit can be repaid at any time prior to the scheduled payment and maturity dates, without penalty.

FISCAL IMPACT:

The difference between the two interest rates is over \$76,000 annually on the \$2,660,000 balance due. Actual interest savings will depend on the timing of the Keizer Station foreclosure process.

The line of credit extension was anticipated in the Fiscal Year 2012-13 Council Adopted budget.

RECOMMENDATION:

Staff recommends the Council pass the attached resolution authorizing amendment of its outstanding line of credit and the related urban renewal bond, series 2008.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2012-_____

4
5 AUTHORIZING A FINANCING AGREEMENT
6 COMMITTING THE CITY'S FULL FAITH AND CREDIT
7 FOR THE CIVIC CENTER LINE OF CREDIT
8

9 WHEREAS, the Urban Renewal Agency of the City of Keizer, Oregon (the
10 "Agency") entered into a line of credit with Bank of America, N.A. in 2008 to
11 finance the civic center, and committed to repay that line of credit with tax increment
12 revenues of the North River Road urban renewal area;

13 WHEREAS, the City and the Agency have substantially amended the urban
14 renewal plan for the North River Road urban renewal area to increase its maximum
15 indebtedness so that additional tax increment revenues may be used in connection
16 with Keizer Station infrastructure;

17 WHEREAS, it is desirable to amend the 2008 line of credit to delay its
18 repayment so that additional tax increment revenues can be used quickly in
19 connection with Keizer Station infrastructure;

20 WHEREAS, Bank of America, N. A. is willing to amend the 2008 line of
21 credit to delay its repayment if the City of Keizer enters into a financing agreement
22 that commits the City's full faith and credit to the financing of the civic center;

23 WHEREAS, ORS 271.390 permits the City to enter into financing agreements
24 for real or personal property that the City Council determines is needed, and to
25 commit all or any portion of the City's lawfully available funds to pay amounts due
26 under those financing agreements;

1 WHEREAS, ORS 287A.315 allows the City to commit its full faith and credit
2 and taxing power to any obligation that is secured by all lawfully available funds of
3 the City;

4 WHEREAS, the City Council hereby determines that the civic center is
5 needed;

6 WHEREAS, it is desirable to enter into a financing agreement for the civic
7 center pursuant to ORS 271.390 that is secured by the City's full faith and credit, and
8 that obligates the City to pay any amounts due under the Agency's amended 2008
9 line of credit if those amounts are not paid from tax increment revenues of the North
10 River Road urban renewal area;

11 NOW, THEREFORE,

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

13 Section 1. FINANCING AGREEMENT AUTHORIZED. The City is
14 hereby authorized to enter into a financing agreement (the "Financing Agreement")
15 pursuant to ORS 271.390 that commits the City to pay an aggregate principal amount
16 of not more than \$2,660,000, plus the interest, fees and costs that are due from the
17 Agency under the amended 2008 line of credit. The Financing Agreement may be in
18 the form of an amendment to the Agency's 2008 line of credit, and may commit the
19 City to pay the amounts due to Bank of America, N. A. under the Agency's 2008 line
20 of credit for the civic center, if the amounts due to that bank are not paid from the tax
21 increment revenues of the North River Road urban renewal area. The City Manager,
22 the City Finance Director, or the person designated by the City Finance Director

1 (each a “City Official”) are each hereby authorized, on behalf of the City and without
2 further action by the Council, to finalize the terms of the Financing Agreement,
3 execute the Financing Agreement and any other documents, and take any other
4 actions the City Official determines are required to carry out this resolution.

5 Section 2. SECURITY. The Financing Agreement shall constitute an
6 unconditional obligation of the City, which is payable from all lawfully available
7 funds of the City. The City Official may pledge the City’s full faith and credit and
8 taxing power within the limitations of Sections 11 and 11b of Article XI of the
9 Oregon Constitution, and any and all of the City’s legally available funds, to make
10 the payments due under the Financing Agreement.

11 Section 3. EFFECTIVE DATE. This Resolution shall take effect on its date
12 of adoption.

13 PASSED this _____ day of _____, 2012.

14

15 SIGNED this _____ day of _____, 2012.

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Mayor

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City Recorder

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

THROUGH: BILL LAWYER
DIRECTOR OF PUBLIC WORKS

FROM: ELIZABETH SAGMILLER
ENVIRONMENTAL PROGRAM COORDINATOR

SUBJECT: REQUEST AUTHORIZATION TO PROCEED WITH PIPE CLEANING
AND TV INSPECTION CONTRACT AWARD

BACKGROUND:

As part of the renewal package for the National Pollutant Discharge Elimination System (NPDES) permit, the Public Works Department proposed inspection of 10% of the Municipal Separate Storm Sewer (MS4) annually for the next 10 years. The Department of Environmental Quality (DEQ) has endorsed this program as a sound best management practice to 1) identify illegal connections and illicit discharges to the MS4, 2) fine-tune the public asset inventory for the MS4, and 3) to identify weaknesses or needed repairs in the existing system. Staff anticipates that approximately 40,000 ft of MS4 will be inspected through this process in 2012/2013. Pipe cleaning is required in this process in order to ensure a quality picture of the pipe and to identify all deficiencies in the segment being inspected.

The Stormwater Division has solicited bids through a Request for Proposal (RFP) process. Bids have been scored and Pacific Int-R-Tek from Gresham, Oregon is the chosen contractor.

ISSUE

Televised inspection of the stormwater system will be a routine activity over the next 10 years and beyond. Annual budget projections will fluctuate to some extent based on conditions such as cleaning requirements, re-inspection needs, shortfalls in meeting goals from previous years, and program requirements for the Water Pollution Control Facilities (WPCF) permit, which may also

include additional TV inspection activity for the City's underground injection control (UIC) devices.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the Public Works Director to enter into a contract with Pacific-Int-R-Tek. Please contact the Environmental Program Coordinator with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2012-____

4
5 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ENTER
6 INTO AGREEMENT WITH PACIFIC INT-R-TEK FOR PIPE
7 CLEANING AND TELEVISION INSPECTION
8

9 WHEREAS, as part of the renewal for the National Pollutant Discharge
10 Elimination System permit, the City proposed inspection of ten percent of the Municipal
11 Separate Storm Sewer annually for the next ten years;

12 WHEREAS, the Department of Environmental Quality has endorsed this
13 management practice;

14 WHEREAS, it is anticipated that approximately 40,000 feet of pipe will be
15 cleaned and inspected through the process in fiscal year 2012/2013;

16 WHEREAS, on June 22, 2012, two proposals for this project were received and
17 opened. The City's Evaluation Committee determined that Pacific Int-R-Tek submitted
18 the best proposal;

19 WHEREAS, the City and Pacific Int-R-Tek has negotiated the terms for providing
20 pipe cleaning and television inspection work;

21 NOW, THEREFORE,

22 ///

23 ///

24 ///

1 BE IT RESOLVED by the City Council of the City of Keizer that the Public
2 Works Director is hereby authorized to enter into the attached agreement with Pacific
3 Int-R-Tek for a total cost not to exceed \$54,000 for the initial term of the contract.
4 Funding for this project is from the Storm Water Fund.

5 PASSED this _____ day of _____, 2012.

6

7 SIGNED this _____ day of _____, 2012.

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Mayor

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City Recorder

PIPE CLEANING AND
TELEVISION INSPECTION CONTRACT

PARTIES:

CITY OF KEIZER, an Oregon
Municipal corporation

(hereinafter "City")

PACIFIC INT-R-TEK

(hereinafter "Contractor")

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

A. TERM AND GENERAL INFORMATION

1. Unless extended as set forth herein, the term of this Contract shall be from the date of written Notice to Proceed to June 30, 2013.
2. The City and Contractor may extend the Contract for three (3) additional terms of one (1) year each, upon mutual written consent of the parties.
3. The City has approximately 450,000 feet of pipe to be cleaned and inspected, with diameters ranging from 6 to 60 inches. City anticipates approximately 40,000 linear feet to be cleaned and inspected each fiscal year. The actual footage to be completed by Contractor each fiscal year is dependent on contract price and budget approval. The amount paid for the actual linear feet cleaned and inspected for the initial term of this Contract will not exceed \$54,000. City will notify Contractor no later than fourteen (14) days after execution of each extension of this Contract of the maximum amount to be paid for the extension year.

B. SCOPE OF WORK

1. GENERAL

- a. City will provide maps with Stormwater pipes, structures and other relevant features marked and labeled. These maps will be the basis for the order of work done, and identification of individual pipe segment runs. Pipe segments shall be identified on the video and on any written reports, using UIC and/or structure numbers labeled on the map, as directed by City. Contractor understands and agrees that Contractor must complete the work on one map before

beginning work on another map, unless the City directs otherwise. No payment will be authorized for partial work unless written authorization is granted by City or this Contract is terminated.

b. Contractor (and any subcontractors retained by Contractor to complete any aspect of the work described herein) will comply with all city, state and federal rules, regulations and laws including, but not limited to laws established to protect water quality and endangered species.

c. Contractor will be responsible for all traffic control needed to perform this work.

d. Contractor or City may request meetings as needed to discuss project progress or any issues that might need attention.

e. Contractor (or subcontractors secured by Contractor) will supply and maintain all equipment necessary to accomplish this work.

2. PIPE CLEANING

a. Contractor shall thoroughly clean all pipe segments to provide a clear and unobstructed 360 degree view of pipe, before television inspection work is performed.

b. In the event that a line is not fully clean at the time of television inspection (providing a 360 degree view of pipe) Contractor may be requested to re-clean the line prior to inspection.

c. In the event that a line is found broken or unusually dirty (requiring more than three full passes with the jet truck), Contractor shall immediately notify City before taking further cleaning action. City may, at its discretion, choose to stop cleaning work on that section of pipe, have Contractor televise the line, and pay Contractor for the cleaning work at the cost per foot as outlined in Section J, or City may finish cleaning the line itself, or instruct Contractor to continue cleaning the line at \$170.00 per hour until the pipe is clean enough to television inspect.

d. In the event that a line requires cleaning by confined entry staffing or hand removal of sediment, Contractor shall immediately notify City before proceeding. City may, at its discretion, choose to stop work on that section of pipe and pay Contractor for the cleaning

work at the cost per foot as outlined in Section J, or may choose to clean the line using City staff, or may instruct Contractor to continue cleaning the line using confined entry staffing at the additional \$70.00 per hour rate.

e. Contractor shall be responsible for the proper removal and disposal of all line cleaning debris. Contractor shall be responsible for securing a lawful disposal location. City shall reimburse Contractor for debris disposal as outlined in Section J. Decanting of liquids from cleaning truck shall be performed to minimize dumping frequency.

f. Contractor understands that it is not authorized to perform any work that will incur costs outside the per-foot rate and dump fees unless specifically authorized by City.

3. TELEVISED INSPECTION

a. Contractor agrees that lines shall be televised no faster than one foot per second. Footages must be measured from beginning of pipe to end of pipe, accurate to nearest 1/10th foot.

b. Contractor understands that all pipe or structure defects require Contractor to stop camera, pan-n-tilt, and take a photograph. Contractor also agrees that pictures shall also be taken to record any significant defects in manholes or other entrance structures.

c. Contractor represents that its staff is knowledgeable in identification of pipe defects and illegal pipe connections.

d. Contractor is responsible to TV inspect all lines thoroughly. If for any reason Contractor cannot complete a segment due to pipe conditions, Contractor will immediately set up from the opposite end of the pipe segment if accessible, and attempt to TV inspect the remaining pipe to the match point.

e. Contractor must provide a minimum of the following for each TV inspection:

- i. One (1) paper copy TV Report per line with defects described, with associated footage, and defect photographs stapled to the paper TV report. The pipe will be identified using structure ID's on the provided map, associated UIC number if applicable, and the address of the tax lot or

intersection closest to the initial structure entered to make the run.

ii. One (1) DVD and one (1) hard copy Video Log identifying each pipe run, its associated UIC if applicable, and footage.

f. All DVDs and reports will be submitted to City, to be reviewed for accuracy and completeness. Such submittals shall be made each week in which work is completed.

g. Contractor may be required to do additional TV work at the request of the City. Contractor and City agree that Contractor will perform this additional work as requested by the City from time to time under the same conditions and at the rate as established under the terms of this contract.

C. EQUIPMENT SPECIFICATIONS

1. Contractor represents that it has the following required equipment:

a. Television Camera – Industry standard sewer color pan-n-tilt, digital format.

b. Proper camera equipment and track systems capable of televising from 6" pipe up to 60" pipe.

c. Camera equipment that is able to deal with high humidity conditions while preserving a clear picture.

d. Track system that is capable of reading footage accurately to the nearest 1/10th foot, and give readout of footage on video.

e. Picture quality on all video shall display a clear identifiable picture as determined by City in its sole discretion. Video must show segment ID, date, time, and line footage at all times.

2. Contractor shall use the type of camera which provides the best picture quality and lighting for the clearance requirements of the size of pipe being inspected. A 'push camera' shall not be used except when all larger sized cameras have been considered and found impracticable based on the pipe diameter and entrance structure configuration.

3. Contractor agrees that all motor vehicles must be properly registered and insured in accordance with motor vehicle laws of Oregon.
4. Contractor agrees that all equipment must be in good working condition and kept that way throughout the life of the Contract.
5. Contractor agrees that all equipment must conform to all federal, state, and local safety regulations.

D. WORKMANSHIP

1. No payment will be made until videos, DVD logs and other documentation has been reviewed and the work deemed accurate and complete. If there are missing or inaccurate items, these will be brought to the attention of the Contractor for remedy.
2. The Contractor shall, at all times, use best industry practices and will be responsible to make adjustments to the equipment as directed by the City.
3. If Contractor fails to perform the work in the manner specified herein, or if Contractor fails to comply with the scheduled frequency for the performance of any part of the work, City may, at its option, take the following actions:
 - a. Notify Contractor of the problem (failure to perform or unsatisfactory performance).
 - b. Give Contractor twenty-four (24) hours to correct the problem to City's satisfaction.
 - c. If the problem has not been corrected by the end of the twenty-four (24) hour period, City may correct the problem, record the cost for correcting the problem, and deduct the cost from any outstanding amounts earned by, but not yet paid to Contractor.
 - d. If Contractor fails to perform three (3) or more times according to the terms of this Contract, City may at its discretion terminate this Contract upon seven (7) calendar days written notice to Contractor.

E. TECHNICAL REQUIREMENTS

1. Contractor shall exercise all reasonable care and diligence in performing the work. Contractor shall take all actions necessary to

prevent any spilling, scattering, or dropping of refuse through work activities. If any debris or refuse is spilled, Contractor shall immediately clean up such spills.

2. City shall verbally contact Contractor to forward any citizen or third party complaints which relate to Contractor's operations. Upon the receipt of a complaint, Contractor shall investigate and resolve the complaint with the complainant if possible. Contractor will then notify City of the action taken within forty-eight (48) hours.

F. CITY'S OBLIGATIONS

1. City will provide maps showing location of television inspection work. These maps will include structure numbers which shall be used in the identification of all line segments inspected.

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

3. City will provide water for line cleaning at the water fill station located at 4975 Rickman Road in Keizer, at no cost to Contractor.

G. CONTRACTOR'S OBLIGATIONS

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

2. Contractor will provide fuel and maintenance for all vehicles and equipment.

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

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

5. Contractor is responsible for disposing of debris. Contractor must obtain City's approval of Contractor's plan for disposal of debris prior to beginning work under this Contract.

H. BREACH OF CONTRACT

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

I. ENFORCEMENT PROVISIONS

In the event that City is required to employ an attorney to enforce the provisions of this Contract, Contractor agrees to pay City's reasonable costs of enforcement, including attorney fees, and if City is required to maintain any suit, action or proceeding upon this Contract or if any appeal is taken therefore, the prevailing party shall be entitled to recovery, in addition to such other sum of money or performance due hereunder, such sums as the Court may adjudge reasonable as attorney fees in said suit, actions, proceeding or appeal plus the costs and disbursement awarded therein.

J. PAYMENT

City shall pay Contractor as follows:

\$1.75 per lineal foot of inspected 6-12" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$1.90 per lineal foot of inspected 15-21" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$2.10 per lineal foot of inspected 24-30" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

\$2.50 per lineal foot of inspected over 30" diameter pipe that Contractor cleaned and televised. This price includes up to 3 passes with jet truck.

Hourly rate of \$170.00 for City authorized cleaning work beyond three cleaning passes.

Additional labor rate of \$70.00 hour for City authorized confined entry staffing or hand removal of debris.

Dump fees shall be paid as follows: Actual cost plus 10% (Actual costs at time of entering into contract are \$25 a load or \$60 a load). Contractor must provide proof of actual cost with invoice. In addition, City shall pay Contractor \$150.00 transportation fee for each load of debris dumped.

Flagging fees shall be paid only when City authorized as follows: Actual cost plus 10%. Contractor must provide proof of actual cost with invoice.

Standby rates if requested by City shall be paid as follows: \$170.00 per hour for jet truck/operator and \$200.00 per hour for TV van/operator.

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

K. PAYMENT SCHEDULE

Contractor will submit an invoice monthly to City indicating the linear feet cleaned, televised, and inspected and clearly identifying which DVDs and/or line segments are being requested for payment. Each invoice shall be itemized indicating each type of charged activity as outlined in Section J. This invoice is in addition to the submittal of weekly DVD logs, etc. City shall pay Contractor within thirty (30) days of receipt of invoice, provided that all work submitted for payment has been verified as accurate and complete.

L. LIABILITY INSURANCE REQUIREMENTS

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

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

himself or by any subcontractor under him, or anyone directly or indirectly employed by Contractor or by a subcontractor under him.

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

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

M. WORKERS COMPENSATION INSURANCE

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

N. NOTICES

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

CITY:

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

CONTRACTOR:

David W. Scott
President
Pacific Int-R-Tek
2501 NW Division St.
Gresham, OR 97030

O. WAIVER

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

P. INDEMNITY

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

Q. SUBCONTRACTS

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

R. INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of City. Contractor is not entitled to, and expressly waives all claim to City benefits including,

but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement.

S. CONTRACT TERMINATION

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

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

T. GOVERNING LAW

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

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

CITY OF KEIZER:

PACIFIC INT-R-TEK:

Dated: _____

Dated: _____

By: _____

By: _____

Bill Lawyer
Director of Public Works

David W. Scott
President

Approved As To Form:

Dated: _____

City Attorney

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: ESTABLISHING THE TRAFFIC SAFETY/BIKEWAYS/
PEDESTRIAN COMMITTEE**

The Committee on Committees has recommended the merger of the Traffic Safety Commission and the Bikeways Committee.

The recommendation is to have a nine-member Committee, with three of the members being bicycling enthusiasts. Because of recent vacancies on both the Traffic Safety Commission and the Bikeways Committee, there happens to be a total of nine current members on these two groups. These nine members would continue until the end of their current terms, with the following exceptions:

1. David Dempster who is on both committees. He would continue as a non-bikeways representative only with a term expiring December 31, 2012.
2. Rick Jorgenson whose current term expires December 31, 2013 has volunteered to have his term expire December 31, 2012 instead to arrive at the correct staggered balance.

In this fashion, the terms are staggered so three members' terms expire each year. The proposed roster is attached.

One other issue for Council to consider is the appointment of a Council Liaison. David McKane is the Council Liaison to the Traffic Safety Commission and Jim Taylor is the Council Liaison to the Bikeways Committee. The recommended practice is to have one Council Liaison per committee.

RECOMMENDATION:

Adopt the attached Resolution. By separate minute motion, appoint one Council Liaison to the committee and appoint members to staggered terms pursuant to the attached roster.

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

ESJ/tmh

TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN COMMITTEE

Updated 6/27/2012

Position	Member	Address/Phone	Original Appt. Date	Exp. Date	Council Report
	*Indicates Cycle Enthusiast				
1*	Rick Jorgensen		6/2012 (*07/01/10)	12/31/12	
2*	Jeremy Jensen		6/2012 (*01/2010)	12/31/13	
3*	Shelly Campbell		6/2012	12/31/14	
4	Curt McCormack		6/2012 (1/2010)	12/31/12	
5	Keith Blair		6/2012 (12/2010)	12/31/13	
6	Dennis Dunning		6/2012 (12/2011)	12/31/14	
7	David Dempster		6/2012 (*09/2008) (12/2011)	12/31/12	
8	Edwin Thompson Jr.		6/2012 (05/2008)	12/31/13	
9	Eamon Bishop		6/2012 (12/2008)	12/31/14	
	Rod Conway Keizer Fire Liaison				
	_____, Council Liaison				
	Bill Lawyer, Staff Liaison				

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

ESTABLISHING THE TRAFFIC SAFETY/BIKEWAYS/PEDESTRIAN
COMMITTEE; **REPEALING RESOLUTION NO. R2003-1403 AND
RESOLUTION NO. R2007-1779**

WHEREAS, the Council has previously established a Traffic Safety Commission
(Resolution R2003-1403) and a Bikeways Committee (Resolution R2007-1779);

WHEREAS, the Council has considered the matter and wishes to merge these two
groups;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Traffic
Safety/Bikeways/Pedestrian Committee, a City Council Committee is hereby established
as outlined in Appendix "A", attached hereto and by this reference incorporated herein.

BE IT FURTHER RESOLVED that Resolution No. R2003-1403 and Resolution
No. R2007-1779 are hereby repealed in their entireties.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

Appendix “A” City Council Committee

Name: Traffic Safety/Bikeways/Pedestrian Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities, including bikeways and pedestrian routes, and to make recommendations on projects and practices that improve safety, efficiencies and choices for transportation mode options. The powers and duties of the Committee shall include, but are not limited to:

1. To develop, prioritize, and recommend coordinated traffic safety programs.
2. To develop and maintain a Master Bikeway Plan to include an assessment of the need for bikeways, recommended routes with costs and priorities, proposed funding sources, and implementation program.
3. To recommend traffic safety priorities for the City.
4. To review and recommend project applications for funding.
5. To serve in a liaison capacity between the City and the Oregon Traffic Safety Commission in developing the statewide highway safety program and in meeting National Highway Safety Program Standards.
6. To provide traffic and transportation-related research and information to official agencies of the City.
7. To coordinate and disseminate information to the public on routes and rules for bicyclists, pedestrians, and transit.
8. To promote public knowledge and compliance with traffic safety programs and laws.
9. To promote expanding transportation options that increase safety, efficiency, health, and independence.
10. To provide an annual written or oral report of its activities to the Council and other reports which the Council may request from time to time.

Membership: The Committee shall consist of nine voting members. At least three (3) of the voting members shall be bicycle enthusiasts and actively engaged in recreational and/or commuter bicycling. Liaisons from the City Council, the City staff, and Keizer Fire District shall serve as non-voting ex officio members. Members shall be appointed as outlined by the City Council Rules of Procedure, except for the initial selection which shall be by City Council appointment.

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed. The terms shall be staggered so that not more than three will expire in the same year.

Chair and Vice-Chair: The Committee will elect the Chair and Vice-Chair at the first meeting of each calendar year.

Meetings: All meetings of the Committee shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

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

COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, CPA
FINANCE DIRECTOR**

**SUBJECT: RESOLUTION AUTHORIZING APPROPRIATION FOR EXCESS
EXPENDITURES FOR PARK BARK CHIPS**

ISSUES:

The FY11-12 budget provides for \$1,400 to be expended on Bark Chips for fall protection in City Parks. The funds were provided by private donations. The Bark Chips have been ordered but will not be received until after June 30, 2012 and will therefore be classified as FY12-13 expenditures.

ORS 294 allows for the expenditure of funds when the cost of which is supplied by a private individual, corporation or company or by another governmental unit. The Council must adopt a resolution to appropriate the excess expenditures for a specific purpose or purposes.

FISCAL IMPACT:

There is no net fiscal impact to this action.

RECOMMENDATION:

Staff recommends the council adopt the attached resolution if you so choose.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

**AUTHORIZATION TO APPROPRIATE EXCESS EXPENDITURES FOR
PARK BARK CHIPS**

WHEREAS ORS 294.338 allows for the expenditure of funds when the cost of which is supplied by a private individual, corporation or company or by another governmental unit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2013:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
General Fund				
Resources	9,924,500	1,400		9,925,900
Park Operations Expense	307,100	1,400		308,500
Funds used for the purchase of Bark Chips in various City parks were provided for by private donations received in FY11-12.				

PASSED this _____ day of _____, 2012

SIGNED this _____ day of _____, 2012

Mayor

City Recorder

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY MANAGER EVALUATION AND SALARY INCREASE

ISSUE

The City Manager's Employment Contract was previously extended to June 30, 2013 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2012 and the Council has determined Chris Eppley's performance is satisfactory.

The City Manager's Employment Contract does not require formal contract amendment for salary increases. The Council has determined that a one step salary increase to the City Manager is appropriate and warranted. Therefore, a one step salary increase from Salary Range 37, Step 8 to Salary Range 37, Step 9 should be provided, including Cost of Living adjustment of 2.5% as provided to unrepresented employees, effective July 1, 2012.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
Resolution R2012-_____

GRANTING STEP INCREASE TO THE CITY MANAGER

WHEREAS, the Keizer City Council has extended the contract of the City Manager to
June 30, 2013 pursuant to Resolution R2012-2195;

WHEREAS, the Employment Contract between the City of Keizer and Christopher C.
Eppley provides for a performance review at least once each fiscal year;

WHEREAS, the City Council has conducted the performance review for the fiscal year
ending June 30, 2012 and the Council has determined that Christopher C. Eppley’s performance
is satisfactory;

WHEREAS, the Employment Contract does not require formal contract amendment for
salary increases;

WHEREAS, the Council has determined that a one step salary increase to the City
Manager is appropriate and warranted;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager’s
salary shall be increased from Salary Range 37, Step 8 to Salary Range 37, Step 9 pursuant to
the current salary matrix, including Cost of Living Adjustment of 2.5% as provided to
unrepresented employees, effective July 1, 2012.

PASSED this _____ day of _____, 2012.
SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY ATTORNEY EVALUATION AND SALARY INCREASE

ISSUE

The City Attorney's Employment Contract was previously extended to June 30, 2013 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2012 and the Council has determined E. Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract does not require formal contract amendment for salary increases. The Council has determined that a one step salary increase to the City Attorney is appropriate and warranted. Therefore, a one step salary increase from Salary Range 36, Step 7 to Salary Range 36, Step 8 should be provided, including Cost of Living adjustment of 2.5% as provided to unrepresented employees, effective July 1, 2012.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

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CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
Resolution R2012-_____

GRANTING STEP INCREASE TO THE CITY ATTORNEY

WHEREAS, the Keizer City Council has extended the contract of the City Attorney to
June 30, 2013 pursuant to Resolution R2012-2196;

WHEREAS, the Employment Contract between the City of Keizer and E. Shannon
Johnson provides for a performance review at least once each fiscal year;

WHEREAS, the City Council has conducted the performance review for the fiscal year
ending June 30, 2012 and the Council has determined that E. Shannon Johnson’s performance is
satisfactory;

WHEREAS, the Employment Contract does not require formal contract amendment for
salary increases;

WHEREAS, the Council has determined that a one step salary increase to the City
Attorney is appropriate and warranted;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Attorney’s
salary shall be increased from Salary Range 36, Step 7 to Salary Range 36, Step 8 pursuant to
the current salary matrix, including any Cost of Living Adjustments of 2.5% as provided to
unrepresented employees, effective July 1, 2012.

PASSED this _____ day of _____, 2012.
SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: Keizer Events & Festivals (K-FEST) Committee

ISSUE:

In August, 2011 Council passed a resolution forming the Keizer Festivals and Events Services Team. A media release was distributed and six applications received. Four positions were filled at the April 25, 2012 meeting but two applicants, Shelly Campbell and Jodi McBride were unable to attend. Their applications were reviewed at the June 21, 2012 meeting which they attended.

Following review of their applications and acceptance of their testimony, the Volunteer Coordinating Committee recommends Jodi McBride for position #5 on the Keizer Events & Festivals Team (K-FEST) to serve a two year term (position expiring May 2014).

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Jodi McBride to position #5 on the Keizer Events & Festivals Team (K-FEST) to serve a two-year term.

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: PLANNING COMMISSION

ISSUE:

In February 2012 Commissioner Castaneda resigned his position (# 7) on the Planning Commission. A media release was distributed and applications were received from Chris Green and Hersch Sangster. Prior to the June meeting of the Volunteer Coordinating Committee, Mr. Green withdrew his application.

Following review of Mr. Sangster's application and acceptance of his testimony, the Volunteer Coordinating Committee recommends Hersch Sangster for position #7 on the Planning Commission to serve the remainder of the term and the subsequent term, expiring September, 2015.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Hersch Sangster to position #7 on the Planning Commission to serve the remainder of the term and the subsequent term expiring September, 2015.

CITY COUNCIL MEETING: July 2, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: Parks Advisory Board

ISSUE:

On December 30, 2011, the Keizer Parks Advisory Board term of Garry Whalen (position #5) expired. A media release was distributed and two applications were received: David Loudon and Hersch Sangster. (Following Mr. Sangster's recommendation by the Volunteer Coordinating Committee to fill the vacancy on the Planning Commission, he withdrew his application to serve on the Parks Advisory Board.)

Following review of the application of David Loudon, the Volunteer Coordinating Committee recommends David Loudon for position #5 on the Parks & Recreation Advisory Board to serve a three year term, expiring December 2014.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint David Loudon to position #5 on the Parks & Recreation Advisory Board to serve a three-year term, expiring December 2014.



WHEREAS, The Accessible Organization and Oregon Paralyzed Veterans of American (Oregon PVA) present this Resolution to support the observance of July as Accessibility Awareness Month, thus recognizing the more than 51.2 million Americans with disabilities (US Census Bureau 2012) and the 32.5 million Americans with severe disabilities (unable to perform one or more major life activities or roles); and

WHEREAS, the City of Keizer strives to support the needs of persons with disabilities through thoughtful design of parks, pedestrian ways, facilities, and other public amenities, and through adherence to the Americans with Disabilities Act (ADA) in the delivery of services; and

WHEREAS, the intent of this proclamation is to provide a opportunity for remembrance, awareness, support, and education with a goal toward assisting persons with disabilities to live inclusively and independently in this community.

NOW THEREFORE, BE IT PROCLAIMED by Mayor Lore Christopher of Keizer, Oregon, with the concurrence of the City Council assembled in regular session that the month of July be

ACCESSIBILITY AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Keizer, Oregon to be affixed to this document this 2nd day of July, 2012

Signed: _____
Lore Christopher, Mayor