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, June 21, 2010
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 Expenditure for Completion of Community Rooms Kitchen

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

[redacted]

URBAN RENEWAL AGENCY MEETING: June 21, 2010

AGENDA ITEM NUMBER:_______

TO: **URBAN RENEWAL AGENCY**

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

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

SUBJECT: **COMMUNITY KITCHEN COMPLETION**

The original plan for the community kitchen was a small “warming” kitchen and that project was put on hold while discussion ensued regarding a larger catering center.

It is my understanding that at a recent work session, the Council discussed the idea of moving ahead with the original community kitchen concept utilizing Keizer Rotary donated labor. Consequently, although a budget adjustment is not required, it is appropriate to have formal Urban Renewal Agency budget authorization to move forward with the project. I have attached a Resolution for your review.

RECOMMENDATION:

Adopt the attached Resolution.

Please contact me if you have any questions. Thank you.

ESJ/tmh

URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

Resolution UR2010-_____

AUTHORIZING EXPENDITURE FOR COMPLETION OF COMMUNITY ROOMS KITCHEN

WHEREAS, the Keizer Community Rooms kitchen was not completed as part of the original Civic Center construction;

WHEREAS, the Urban Renewal Agency has determined it wishes to move forward with completion of such Community Rooms kitchen with the assistance of Keizer Rotary;

NOW, THEREFORE,

BE IT RESOLVED by the Urban Renewal Agency of the City of Keizer that the City Manager is authorized to expend up to $5,700.00 for completion of the Community Rooms kitchen including, but not limited to installation of cabinets, counters, countertops, stove and refrigerator(s); along with any items required due to applicable building codes and regulations;

BE IT FURTHER RESOLVED that the City Manager is authorized to expend up to $5,700.00 on such project.

PASSED this __________ day of _________________, 2010.

SIGNED this __________ day of _________________, 2010.

____
Agency Chair

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

CITY OF KEIZER MISSION STATEMENT

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Monday, June 21, 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. **Spice Island Catering Liquor License Application**

   b. **RESOLUTION – Abandonment of Benevan Court Street Lighting District (public hearing continued from May 17, 2010)**

   c. **ORDER – Amendment of Rates for Franchise Solid Waste Collection Within the City of Keizer**

6. **ADMINISTRATIVE ACTION**

   a. **ORDINANCE – Amending the Utility License Fees for Sewer Utilities (Second Reading)**

   b. **ORDINANCE – Establishing Utility License Fees for Storm Water Utilities (Second Reading)**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing Disposition of Surplus Property**

   b. **RESOLUTION – Authorizing the City Manager to Enter Into Master Walkaway Lease Agreement With EAN Holdings, LLC., DBA Enterprise Fleet Management for Police Vehicles**

   c. **RESOLUTION – Authorizing the City Manager to Enter Into Purchase Agreement With Trebron Company Inc. For Purchase of New Server For Sophos Email Security and Control**

   d. **Approval of May 17, 2010 Regular Session Minutes**

   e. **RESOLUTION – Authorization for Budget Adjustment for Community Center Fund, Amending R2010-2050**

8. **COMMITTEE REPORTS**

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

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

10. **WRITTEN COMMUNICATIONS**
    To inform the Council of significant written communications.

11. **AGENDA INPUT**

    July 6, 2010 (Tuesday)
    7:00 p.m. – City Council Regular Session
    - **Food Waste Recycling Program**

    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

12. **ADJOURNMENT**

[redacted]

CITY COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER: ____________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS C. EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: SPICE ISLAND CATERING LIQUOR LICENSE APPLICATION

BACKGROUND:

On June 2nd , the City received an application for a Full On-Premises Sales and Other Public Location liquor license for Spice Island Catering which is owned by Jerry Crane doing business at Volcano Stadium, 6700 Field of Dreams Way, Keizer, Oregon.

As required by Keizer Ordinance 95-318, a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. A request was sent to the Keizer Police Department to conduct a background check on the applicants. The Department reports a clear background report on the applicants. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

The applicant, Jerry Crane has been invited to attend the meeting to answer any questions the Council may have.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council recommend approval of the application for a Full On-Premises Sales and Other Public Location liquor license for Spice Island Catering under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.

ENTD MAY 21 2010

OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES
- [x] Full On-Premises Sales ($402.60/yr)
  - Commercial Establishment
  - Caterer
  - [ ] Passenger Carrier
  - [x] Other Public Location
  - [ ] Private Club
- [ ] Limited On-Premises Sales ($202.60/yr)
- [ ] Off-Premises Sales ($100/yr)
  - [ ] with Fuel Pumps
- [ ] Brewery Public House ($252.60)
- [ ] Winery ($250/yr)
- [ ] Other:

ACTIONS
- Change Ownership
- [x] New Outlet
- [ ] Greater Privilege
- [ ] Additional Privilege
- [ ] Other

90-DAY AUTHORITY
- [ ] Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:
- [ ] Limited Partnership
- [x] Corporation
- [ ] Limited Liability Company
- [ ] Individuals

CITY AND COUNTY USE ONLY

Date application received:

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- [ ] Granted
- [ ] Denied

By: (signature) (date)

Name:

Title:

OLCC USE ONLY

Application Rec'd by: CNormandy

Date: 6-2-10

90-day authority: [ ] Yes [ ] No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]
① SPICE ISLANDS CATERING, INC. ③
② ④

2. Trade Name (dba): Spice Islands Catering

3. Business Location: 6700 FIELD OF Dreams Way (number, street, rural route) Keizer (city) Marion (county) OR (state) 97303 (ZIP code)

4. Business Mailing Address: 986 Nightingale Ct NE (PO box, number, street, rural route) Keizer (city) OR (state) 97303 (ZIP code)

5. Business Numbers: 503 910 4695 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? [ ] Yes [x] No

7. If yes to whom: Type of License:

8. Former Business Name:

9. Will you have a manager? [x] Yes [ ] No Name: JERRY CRANE (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? KEIZER CITY COUNCIL (name of city or county)

11. Contact person for this application: JERRY CRANE (name) 503 910 4695 (phone number(s))
986 Nightingale Ct NE Keizer 97303 (address) (fax number) thatfoodguy@gmail.com (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [signature] Date 4/16/10 ③ Date
② Date ④ Date

RECEIVED
OREGON LIQUOR CONTROL COMMISSION
MAY 19 2010
SALEM REGIONAL OFFICE

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Volcanoes Games General Seating

Please Print or Type

Applicant Name: SPICE ISLANDS CATERING, INC. Phone: 503 910 4695

Trade Name (dba): SPICE ISLAND CATERING

Business Location Address: 6700 Field of Dreams Way

City: KEIZER OR ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:			Outdoor Area Hours:		
Sunday	4:00pm to	9:00 pm	Sunday	4 pm to	10 pm
Monday	5:00pm to	10:00 pm	Monday	5 pm to	10 pm
Tuesday	5:00pm to	10:00 pm	Tuesday	5 pm to	10 pm
Wednesday	5:00pm to	10:00 pm	Wednesday	5 pm to	10 pm
Thursday	5:00pm to	10:00 pm	Thursday	5 pm to	10 pm
Friday	6:00pm to	10:30 pm	Friday	6 pm to	10:30 pm
Saturday	6:00pm to	10:30 pm	Saturday	6 pm to	10:30 pm

The outdoor area is used for:

☑ Food service Hours: 4pm to 10 pm

☑ Alcohol service Hours: 4pm to 9pm (8th inning)

☐ Enclosed, how

The exterior area is adequately viewed and/or supervised by Service Permittees.

_______ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☑ No If yes, explain: Baseball games @ Stadium

ENTERTAINMENT

Check all that apply:

- ☑ Live Music
- ☑ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: ________

DAYS & HOURS OF LIVE OR DJ MUSIC

VARIES ACCORDING TO VOLCANOES Schedule

Sunday	3pm	4pm
Monday		
Tuesday		
Wednesday		
Thursday		
Friday	5pm	6pm
Saturday	5pm	6 pm

SEATING COUNT

Restaurant: Ø Outdoor: 5,500 ±

Lounge: Ø Other (explain):

Banquet: Ø Total Seating: 5,560 ±

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: ________

Date: ________

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [signature] Date: 4-16-10

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)

Sky Box Seating

OREGON LIQUOR CONTROL COMMISSION

BUSINESS INFORMATION

Please Print or Type

Applicant Name: SPICE ISLANDS CATERING INC Phone: 503 910 4685

Trade Name (dba): SPICE ISLANDS CATERING

Business Location Address: 6700 field of Dreams Way

City: KEIZER ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours: All pm

Sunday	4	to	9
Monday	5	to	10
Tuesday	5	to	10
Wednesday	5	to	10
Thursday	5	to	10
Friday	6	to	10:30
Saturday	6	to	10:30

Outdoor Area Hours: all pm

Sunday	5	to	10pm
Monday	5	to	10
Tuesday	5	to	10
Wednesday	5	to	10
Thursday	5	to	10
Friday	6	to	10:30
Saturday	6	to	10:30

The outdoor area is used for:

- ☑ Food service Hours: 4pm to 10pm
- ☑ Alcohol service Hours: 4pm to 9pm 8th inning
- ☐ Enclosed, how ______

The exterior area is adequately viewed and/or supervised by Service Permittees.

______ (Investigator's Initials)

Seasonal Variations: ☑ Yes ☐ No If yes, explain: Ball games

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☑ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Nude Entertainers
- ☐ Karaoke
- ☐ Coin-operated Games
- ☐ Video Lottery Machines
- ☐ Social Gaming
- ☐ Pool Tables
- ☐ Other: ______

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday		to	
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	

SEATING COUNT

Restaurant: ______ Outdoor: 132

Lounge: ______ Other (explain): ______

Banquet: ______ Total Seating: 132

OLCC USE ONLY

Investigator Verified Seating: ____(Y) ____(N)

Investigator Initials: ______

Date: ______

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: ______ **Date:** 5-18-10

1-800-452-OLCC (6522)

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(rev. 12/07)

CITY COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: PROPOSED BENEVAN STREET LIGHT DISTRICT

DATE: JUNE 1, 2010

BACKGROUND:

Per Council's request I have completed my research into the Benevan Ct. lighting issues and supporting documentation. An original petition establishing a street light district was never signed by the Developer (Courtney's) or Randy Fultz who purchased the development in its entirety around 2004-05. Documentation obtained from PGE indicates that Mr. Randy Fultz may have negotiated with PGE to reduce the installation cost by eliminating an additional light on Benevan Ct. City staff signed the street light authorization on December 31, 2009 not realizing the district was never formed in 2005 or 2007 including the lighting re-design. Outside City Consultants during those years were responsible to have the developer initiate lighting districts with a petition and prepare cost estimates. Obviously that did not occur.

I agree with the neighbors who provided testimony at the May 17 Council meeting; the lighting district is not fairly distributed regarding assessments and lighting infrastructure benefits property owners along Harmony, not necessarily Benevan Ct.

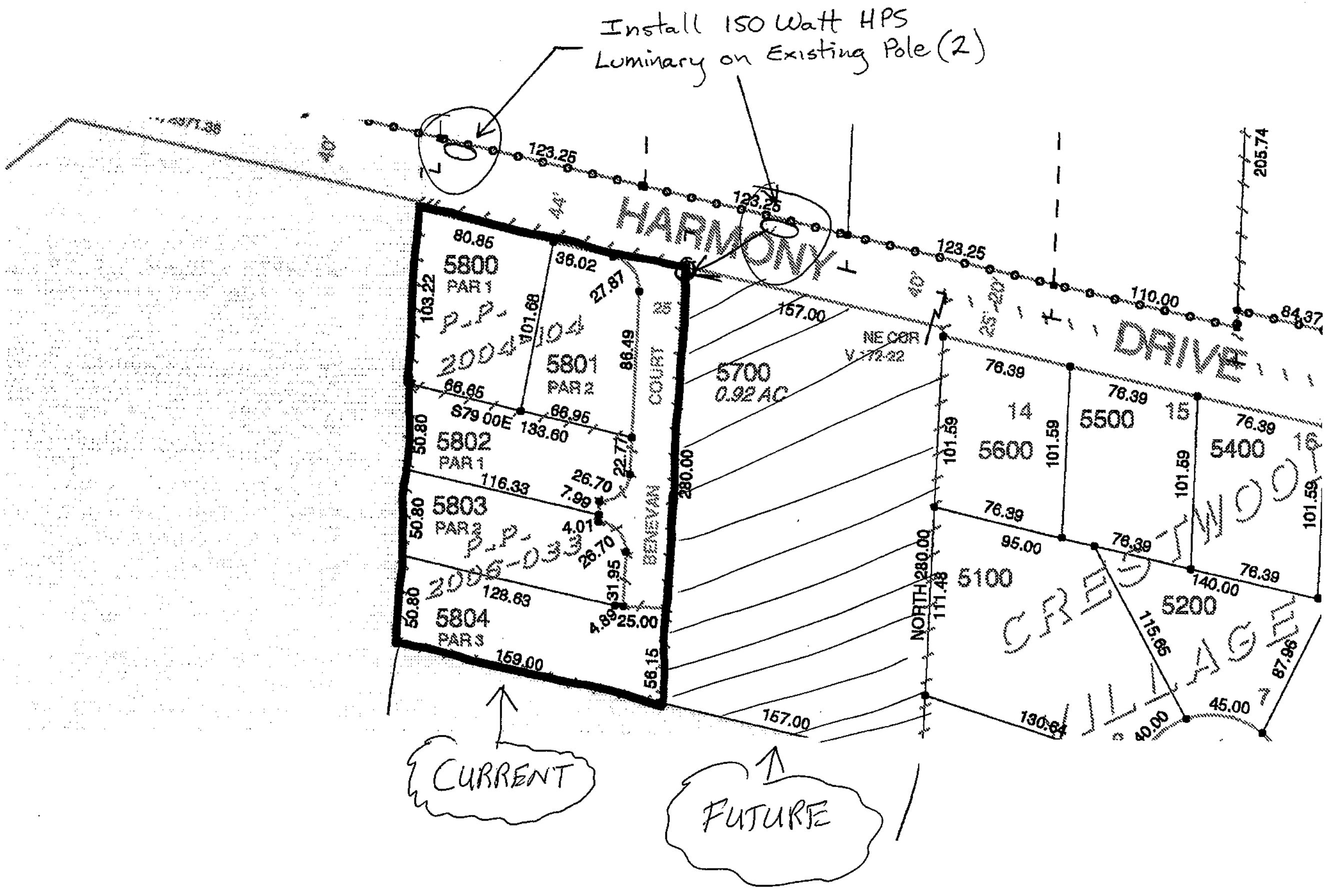
I recommend the City Council at their June 21, 2010 meeting not establish a lighting district at this time for Benevan Court due to lack of appropriate street lighting infrastructure and not having the support of the necessary property owners to form a local improvement district. I also recommend the Benevan Ct. current neighbors and properties to the east which will develop in the future consolidate into one lighting district assessing for lights on Benevan Ct frontages including all necessary infrastructure. (See Attached Map.) This would occur when the east portion develops.

FISCAL IMPACT:

Staff anticipates funds will not be necessary for street light removal on Harmony.

RECOMMENDATION:

Staff recommends City Council close the Public Hearing and adopt the attached Resolution abandoning the proposed Benevan Court Street Lighting Local Improvement District.



Install 150 Watt HPS
Luminary on Existing Pole (2)
HARMONY
DRIVE
BENEVAN
COURT
5800
PAR 1
5801
PAR 2
5802
PAR 1
5803
PAR 2
5804
PAR 3
P.P. 2004-104
P.P. 2006-033
5700
0.92 AC
NE COR
5600
5500
5400
5100
5200
14
15
16
CRESTWOOD VILLAGE
S79 00E
NORTH 280.00
CURRENT
FUTURE

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2010-_____

ABANDONMENT OF BENEVAN COURT STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City Council held a public hearing on May 17, 2010 regarding the formation of the Benevan Court Street Lighting Local Improvement District;

WHEREAS, the Council received written and verbal remonstrances to the formation of the district from the area residents;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the proposed Benevan Court Street Lighting Local Improvement District referred to in Resolution No. R2010-2028 and Resolution No. R2010-2039 is hereby abandoned.

PASSED this __________ day of _________________, 2010.

SIGNED this __________ day of _________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

CITY COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER: ______________________

TO: MAYOR AND CITY COUNCIL

FROM: CHRISTOPHER C. EPPLEY
CITY MANAGER

SUBJECT: SOLID WASTE AND RECYCLING SERVICES AND RATES

BACKGROUND

Loren's Sanitation Services and Valley Recycling and Disposal, our two franchised solid waste haulers and recyclers are proposing a 7% increase in their residential fee structure, no increase to commercial rates and they wish to bring their 10, 20, 30 and 40-yard drop box rates up to equal those in Salem, and also to add a $30 delivery fee for the first box delivered.

The last fee increase implemented by either hauler that was directly related to cost of operations was in 1992. There have been other adjustments to the rate structure from time to time but each has been associated with an addition to services provided. I.e. In 2001, there was a rate increase to accommodate the new yard debris and comingled recycling program, which was a completely new service, however, their basic cost of service has not increased in 18-years.

The fee increase being proposed would increase monthly rates as structured below:

Residential	Current Rate	7% Increase	New Rate
20-Gal without yard debris	$10.96	$0.77	$11.73
20-Gal with yard debris	$15.93	$1.12	$17.05
35-Gal	$17.71	$1.24	$18.95
65-Gal	$24.19	$1.69	$25.88

Commercial Rates – No Change

Drop Box	Current Rate	Increase	New Rate	Delivery Fee
10-Yard	$91.78	$33.22	$125.00	$30
20-Yard	$93.80	$31.20	$125.00	$30
30-Yard	$140.71	$5.29	$146.00	$30
40-Yard	$187.61	No Change	$187.61	$30

The rates above are purely for cost of service and incorporate increases necessary to accommodate changes in their costs of doing business over the years (fuel, tipping fees, labor, equipment, insurance, etc.) The new Rate Schedule attached to the Resolution shows the substantive changes in red, but also notes changes in blue that have been past practice, but were not specifically listed in the previous rate schedule.

I have attached a comparison of business costs as provided by the haulers so that the City Council can evaluate the need for the requested increase based on the escalation of costs absorbed by the haulers since 1989.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to take public input regarding the solid waste rate increase request and evaluate the appropriateness of approving the rate increase. If the Council agrees that the requested increase is warranted, it is then recommended that the City Council approve the attached Order authorizing the rate increase as allowed for within the Ordinance and the applicable solid waste hauler franchise agreements.

			Expense increase by percentage 1998-2009		
Business Expenses			1998		2009
Business Insurance	44% Increase		57,129.00		82,373.00
Postage	37% Increase		0.32		0.44
Truck Purchases	51% Increase		165,000.00		250,000.00
Truck Registration	142% Increase		4,200.00		10,200.00
Mileage tax For trucks	107% Increase		21,121.00		43,904.00
Workers Comp Ins	30% Increase		41,035.00		53,540.00
Fuel Cost	143% Increase		1.15 Per Gallon		2.80 Per Gallon

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

ORDER

IN THE MATTER OF THE AMENDMENT OF RATES FOR FRANCHISE SOLD WASTE COLLECTION WITHIN THE CITY OF KEIZER, EFFECTIVE AS OF SEPTEMBER 1, 2010

This matter comes before the Keizer City Council upon the request of Loren's Sanitation and Recycling, Inc. and Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc., Keizer's franchised solid waste/recycling haulers; and

IT APPEARING that the certain order entitled "In the Matter of the Amendment of Rates for Residential Service for Franchised Solid Waste Collection Within the City of Keizer, Effective as of June 1, 2001 (Yard Debris/Commingled Recycling)" was adopted on November 20, 2000; and

IT FURTHER APPEARING that the franchised solid waste collectors in Keizer requested a revision of the rates for residential service which was granted by Order July 7, 2003 in connection with the termination of yard debris subsidy by Marion County; and

IT FURTHER APPEARING that Marion Recycling Center, Inc., dba Marion Environmental Services requested a rate change to due to commercial medical waste collection which was granted pursuant to Order dated May 18, 2009; and

IT FURTHER APPEARING that the franchised solid waste collectors in Keizer have requested a revision of the rates, the City Manager=s office of the City of Keizer

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

has investigated and reviewed the proposed solid waste collection rates and has recommended approval of the rates set forth in Exhibit AA@ attached hereto; and

IT FURTHER APPEARING that the collection rates, charges and services has been considered at a public hearing held at 7:00 p.m., June 21, 2010, by and before the City Council of the City of Keizer; and

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

NOW, THEREFORE;

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

Loren=s Sanitation and Recycling Service, Inc. and

Valley Solid Waste Management Corp., dba Valley Recycling & Disposal, Inc.

are authorized to charge maximum rates as listed in Exhibit AA@ (red and blue text are the services/rates being amended), a copy of which is attached to this Order and by this reference incorporated herein, for solid waste collection service in the City of Keizer; and

IT IS HEREBY FURTHER ORDERED that the collection franchisees notify their affected customers prior to implementing the new rates in the manner set forth in

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Marion County Ordinance 615, as amended; and

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

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

PASSED this ____________ day of ____________________, 2010.

SIGNED this ____________ day of ____________________, 2010.

____
Mayor

____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

FRANCHISED SOLID WASTE MAXIMUM COLLECTION RATES
CITY OF KEIZER JUNE 2010

I. AUTOMATED CART SERVICE - Monthly Rate	Current Rate	**Proposed Rate**
A. **RESIDENTLAL - CURB**		
20 gallon: opt-out yard debris	10.96	**11.73**
20 gallon: full service	15.93	**17.05**
35 gallon: full service	17.71	**18.95**
65 gallon: full service	24.19	**25.88**
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)	2.65	**2.84**
D. **ON CALL**	5.71	**6.11**
E. **EXTRA YARD DEBRIS CART** (Residential full service only - per cart)	5.58	**5.97**
F. **YARD DEBRIS ONLY CART** (Rate for residential and non-residential)	10.63	**11.37**
G **CONTAMINATION FEE**	9.18	**9.82**
H. **COMMINGLE RECYCLE ONLY CART** (Rate for residential and non-residential)	9.18	**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, corrosoive 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 resitrictions 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	NEW	**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, corrosoive 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 resitrictions outlined above.

Maxium 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, Monthy 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**

			Temp box delivery fee
10 yard	91.78	**125.00***	**30.00**
20 yard	93.80	**125.00***	**30.00**
30 yard	140.71	**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	Current	One man	**Two Men**
1/4 hour	17.85	**21.00**	**31.50**
1/2 hour	35.70	**42.50**	**50.00**
3/4 hour	53.55	**64.00**	**94.50**
1 hour	71.40	**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")	3.06	3.57 with rims	**3.00**	**4.00 with rims**
Truck tires	7.14	10.71 with rims	**8.50**	**16.00 with rims**
Tractor tires	15.30	**Special service rate**		

C. **LARGE MAJOR APPLIANCES AND FURNITURE**

Appliances: ~~$15.30~~ **$10.00-15.00** service fee for large appliances - add ~~$12.24~~ **$20.00** for freon removal, plus hourly labor to remove.

Special items:	1) large furniture (couch, dresser, etc.)		10.20-15.30	**13.00-18.00**
	2) small furniture (arm chair)		5.10-15.30	**8.00-13.00**
	3) hide-a-bed		10.20-15.30	**18.00-23.00**
	4) table & 3-4 chairs		5.10	**8.00**
	5) mattresses	twin	4.08	**7.00**
		twin box spring	3.57	**6.50**
		full/queen	6.12	**9.00**
		full/queen box spring	5.10	**8.00**
		king	8.16	**11.00**
		double twin box spring for king	8.16	**10.00**
		(rates negotiable if items are wet)		
Bathtub/sink/toilet		fiberglass tub/shower	10.20	**11.00-15.00**
		cast iron tub/shower	$ negotiable	
		sink/toilet	5.10	**5.00-9.00**

	double sinks	$ negotiable	
	hot water heaters	10.20-15.30	**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	16.06	**25.00**
	per drop box		**25.00**

KEIZER CITY COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: TRACY L. DAVIS, MMC
CITY RECORDER

SUBJECT: **ORDINANCE – AMENDING THE UTILITY LICENSE FEES FOR SEWER UTILITIES (SECOND READING)**

ISSUE:

On June 7, 2010 an Ordinance Amending the Utility License Fees for Sewer Utilities, was presented to the Council for adoption. Discussion was held with the following motion being made.

> Council President Taylor moved a Bill for an Ordinance Amending the Utility License Fees for Sewer Utilities in the City of Keizer as Amended and Declaring an Emergency. Councilor Clark seconded the Motion.
>
> The Motion passed with the following votes:
>
> AYES: Christopher, Clark, Smith, Taylor, and Walsh (5)
> NAYS: Caillier and McKane (2)
> ABSTENTIONS: None (0)
> ABSENT: None (0

The Charter states "*an ordinance of the Council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different dates. The exception to this is an ordinance may be enacted at a single meeting of the Council by unanimous vote of all councilors present.* Since the vote was not unanimous on June 7th, the Ordinance is before the Council for a second reading.

Please note, the amended language (addition of Section 4 – Automatic Fee Reduction) has been added to the attached Ordinance.

RECOMMENDATION:

It is recommended the Council make a motion to adopt a Bill for an Ordinance Amending the Utility License Fees for Sewer Utilities in the City of Keizer and Declaring an Emergency.

BILL NO. ____ A BILL ORDINANCE NO. 2010-__________

FOR

AN ORDINANCE

AMENDING THE UTILITY LICENSE FEES FOR SEWER UTILITIES IN THE CITY OF KEIZER AND DECLARING AN EMERGENCY **(AMENDING ORDINANCE NO. 2002-468; REPEALING ORDINANCE 2003-488)**

WHEREAS, the City Council of the City of Keizer has adopted Ordinance No. 2002-468 which establishes utility license fees for sewer utilities;

WHEREAS, an amendment to increase the right-of-way use or business license fee from two percent (2%) to five percent (5%) was adopted on June 23, 2003 by Ordinance No. 2003-488;

WHEREAS, an amendment to increase the right-of-way use or business license fee from five percent (5%) to seven percent (7%) has been brought to the City Council of the City of Keizer for consideration;

WHEREAS, the City Council held a public hearing with regard to the proposed increase from five percent (5%) to seven percent (7%) on June 7, 2010;

WHEREAS, the City Council finds that it is appropriate to increase the right-of-way use or business license fee from five percent (5%) to seven percent (7%) for all sewer utilities in the City of Keizer;

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Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

NOW THEREFORE, the City of Keizer ordains as follows:

Section 1. AMENDMENT OF ORDINANCE NO. 2002-468. Ordinance No. 2002-468 (An Ordinance Relating to Sewer Utilities in the City of Keizer Establishing Utility License Fees; Declaring an Emergency) is hereby amended at Section 2 as follows:

> Section 2. Fee Required. Each Municipal Public Sewer Utility shall pay to the City of right-of-way use or business license fee as follows: seven percent (7%) paid monthly of any and all gross revenues of such public utility received for sewer service within the City for the users thereof. "Gross Revenue" as the term is used herein will include any and all revenues for providing Sanitary Sewer Services, including any one-time miscellaneous charges.

Section 2. REPEAL OF ORDINANCE NO. 2003-488. Ordinance No. 2003-488 (Amending the Utility License Fees for Sewer Utilities in the City of Keizer and Declaring an Emergency) is hereby repealed in its entirety.

Section 3. EFFECTIVE DATE. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist and this Ordinance shall take effect beginning with the July-August 2010 billing period.

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Keizer City Attorney
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503-856-3433

Section 4. AUTOMATIC FEE REDUCTION. The license fee for the billing cycle beginning with the July/August 2011 billing period shall automatically revert to five percent (5%) of any and all gross revenues.

PASSED this ________ day of ___________________, 2010.
SIGNED this ________ day of ___________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

KEIZER CITY COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER: ________________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **ORDINANCE – ESTABLISHING UTILITY LICENSE FEES FOR STORM WATER UTILITIES IN THE CITY OF KEIZER (SECOND READING)**

ISSUE:

On June 7, 2010 an Ordinance Establishing Utility License Fees for Storm Water Utilities in the City of Keizer, was presented to the Council for adoption. Discussion was held with the following motion being made.

> Council President Taylor moved a Bill for an Ordinance Establishing Utility License Fees for Storm Water Utilities in the City of Keizer as Amended and Declaring an Emergency. Councilor Walsh seconded the Motion.
>
> The Motion passed with the following votes:
>
> AYES: Christopher, Clark, Smith, Taylor, and Walsh (5)
> NAYS: Caillier and McKane (2)
> ABSTENTIONS: None (0)
> ABSENT: None (0

The Charter states "*an ordinance of the Council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different dates. The exception to this is an ordinance may be enacted at a single meeting of the Council by unanimous vote of all councilors present.* Since the vote was not unanimous on June 7th, the Ordinance is before the Council for a second reading.

Please note, the amended language (addition of Section 6 – Automatic Fee Reduction) has been added to the attached Ordinance.

RECOMMENDATION:

It is recommended the Council make a motion to adopt a Bill for an Ordinance Establishing Utility License Fees for Storm Water Utilities in the City of Keizer and Declaring an Emergency.

BILL NO. ____ A BILL ORDINANCE NO. 2010-__________

FOR

AN ORDINANCE

ESTABLISHING UTILITY LICENSE FEES FOR STORM WATER UTILITIES IN THE CITY OF KEIZER AND DECLARING AN EMERGENCY

The City of Keizer ordains as follows:

Section 1. Municipal Public Storm Water Utility. The term "Municipal Public Storm Water Utility" as used in this Ordinance shall be construed to mean any individual, partnership, corporation, cooperative, municipal corporation or other association and all other legal entities installing, owning, operating, or maintaining any storm water systems, storm water equipment, and appliances in, upon, under, over, or along the public streets, alleys, and other public ways within the City of Keizer for the purpose of providing Storm Water Services to any of the residents of the City.

Section 2. Fee Required. Each Municipal Public Storm Water Utility shall pay to the City of right-of-way use or business license fee as follows: seven percent (7%) paid monthly of any and all gross revenues of such public utility received for storm water service within the City for the users thereof. "Gross Revenue" as the term is used herein will include any and all revenues for providing Sanitary Storm Water Services, including any one-time miscellaneous charges.

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

Section 3. Payment of Use of License Fee. Each Municipal Public Storm Water Utility shall file with the Finance Director on or before the twentieth (20^{th}) day of each calendar month, the monthly fee and statement showing the amount of Gross Revenue of the Municipal Public Storm Water Utility for the month immediately preceding the date upon which such statement is required to be filed.

Section 4. Ordinance Does Not Constitute Grant or Franchise. This Ordinance shall not be construed as being a grant or franchise.

Section 5. Effective Date. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist and this Ordinance shall take effect beginning with the July-August 2010 billing period.

Section 6. AUTOMATIC FEE REDUCTION. The license fee for the billing cycle beginning with the July/August 2011 billing period shall automatically revert to five percent (5%) of any and all gross revenues.

PASSED this _______ day of _________________, 2010.

SIGNED this _______ day of _________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-856-3433

COUNCIL MEETING: __**June 21, 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: Surplus property of IT equipment

BACKGROUND: In the process of moving into the new City Hall, some of the IT equipment was upgraded to handle the new system. The items listed below were determined to be expendable.

Cisco Catalyst 3560/48 – A switch designed for network accessibility.
Cisco MCS 7800 Call Manager – A server designed to improve the phone communications system.

These will be disposed of through an online sales auction with the proceeds returning to the IT budget.

RECOMMENDATION: It is recommended the City Council adopt the attached Resolution to allow the surplus of this equipment by an online sales auction.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2010-_____

AUTHORIZING DISPOSITION OF SURPLUS PROPERTY

WHEREAS, Ordinance No. 2008-579 allows for surplus property be disposed of;

WHEREAS, the equipment described on the attached list has been identified as having a value of more than $1,000 and being of no further use for public purposes;

WHEREAS, the above referenced Ordinance allows the disposal of City-owned surplus property by several methods, including any method that in the City's discretion is in the best interests of the City;

WHEREAS, staff has recommended the disposal of the equipment described on the attached list as surplus property because it is no longer useful or needed;

WHEREAS, the City Manager approves of the disposal of the equipment described on the attached list as surplus property;

NOW, THEREFORE,

BE IT RESOLVED that the City Council of the City of Keizer declares the equipment described on the attached list to be surplus property.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the equipment described on the attached list is to be disposed of by electronic (website) auction.

///

///

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

BE IT FURTHER RESOLVED that the City Manager is authorized to take any and all necessary acts to effectuate the disposal of the surplus property.

PASSED this __________ day of _________________, 2010.

SIGNED this __________ day of _________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

Surplus List	Quantity	Value	
Cisco MCS 7800 Call Manager	2	$ 2,200.00	Total
Cisco Catalyst 3560/48	2	$ 3,000.00	Total

CITY COUNCIL MEETING: June 21, 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 three new police vehicles. Funds for a new lease were approved in the 2010-11 budget.

RECOMMENDATION:

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

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2010-_____

AUTHORIZNG THE CITY MANAGER TO ENTER INTO MASTER WALKAWAY LEASE AGREEMENT WITH EAN HOLDINGS, LLC., DBA ENTERPRISE FLEET MANAGEMENT FOR POLICE VEHICLES

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

WHEREAS, the vendor for this type of walkaway leasing service is EAN Holdings, LLC, DBA Enterprise Fleet Management;

WHEREAS, funding for this walkaway lease agreement has 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 Master Walkaway Lease Agreement and all associated documents attached hereto.

PASSED this __________ day of _________________, 2010.

SIGNED this __________ day of _________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

MASTER WALKAWAY LEASE AGREEMENT

This Master Walkaway Lease Agreement is entered into this twenty-eighth day of May, 2010, by and between EAN Holdings, LLC, a Delaware Limited Liability Company doing business as "Enterprise Fleet Management" ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles ("Vehicle(s)") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Walkaway Lease Agreement and the various Schedules and addenda to this Master Walkaway Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. This Agreement is a lease only and Lessor will at all times remain the owner of the Vehicles and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental according to the Schedules and this Agreement. The monthly rental payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) The monthly rental rate allows the number of miles per month as set forth in the applicable Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an excess mileage charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

(c) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(d) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(e) If Lessee fails to pay any amount due under this Agreement (including maintenance management or VIP Rental billings) or to comply with any of the covenants contained in this Agreement, Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptances of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor incurs any of such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be licensed in Lessor's name at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name of Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. IMPROVEMENTS AND MAINTENANCE OF VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to the Vehicles will become and remain the property of Lessor and will be returned with the Vehicles pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4 so long as Lessee repairs any damage to such Vehicle caused by such removal. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or, except as set forth in Section 8(b) below, to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Notwithstanding the provisions of Section 8(a) above, if Section 4 of a Schedule includes a charge for maintenance, Lessor agrees that, subject to the terms and conditions of this Section 8(b), it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of the Vehicle(s) covered by such Schedule (each, a "Covered Vehicle"). This Section 8(b) does not cover, and Lessee will remain responsible for and pay for, (i) fuel, (ii) oil and other fluids between changes, (iii) tire repair and replacement, (iv) washing, (v) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (vi) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Section 8(b) covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (vii) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by this Agreement, (viii) roadside assistance or towing for vehicle maintenance purposes, (ix) mobile services, (x) the cost of loaner or rental vehicles or (xi) if the Covered Vehicle is a truck, (A) manual transmission clutch adjustment or replacement, (B) brake adjustment or replacement or (C) front axle alignment.. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to Lessor. In every case, if the cost of such service will exceed $50.00, Lessee must notify Lessor and obtain Lessor's authorization for such service and Lessor's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). Lessor will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. Lessor will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by Lessor. Notwithstanding any other provision of this Section 8(b), (i) all service performed within one hundred twenty (120) days prior to the last day of the scheduled Term must be authorized by and have the prior consent and approval of Lessor and any service not so authorized will be the responsibility of and be paid for by Lessee and (ii) Lessor is not required to provide or pay for any service to any covered Vehicle after 100,000 miles. Lessor may, at its option, provide Lessee with an authorization card (the "Enterprise Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to Lessor for, and upon receipt of a monthly or other statement from Lessor; Lessee agrees to pay to Lessor, all charges made by or for the account of Lessee with the Enterprise Card (other than any charges which are the responsibility of Lessor under the terms of this Section 8(b)). Lessor reserves the right to change the terms and conditions for the use of the Enterprise Card at any time. The Enterprise Card remains the property of Lessor and Lessor may revoke Lessee's right to possess or use the Enterprise Card at any time. Upon termination or expiration of the Agreement or upon the demand of Lessor, Lessee must return the Enterprise Card to Lessor. The Enterprise Card is non-transferable. The monthly maintenance charge set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an overmileage maintenance charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF OR A DEALER IN ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF OR A DEALER IN ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve Lessee from the performance of its obligations under this Agreement, including the payment of rent.

(c) Lessor will not be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, Lessor will have no liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve Lessee from its obligation to pay rent or to perform any of its other obligations under this Agreement. In the event of a Casualty Occurrence, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the due date of the next following monthly rent payment with respect to such Totaled Vehicle the total of (i) all rent and other amounts, if any, due at the time of such payment and allocable to the Totaled Vehicle plus (ii) the replacement value, as determined by Lessor in good faith, of the Totaled Vehicle immediately prior to the Casualty Occurrence. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee and Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability, (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law), for the limits listed below. ($5,000,000 limits are required for Vehicles capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher limits. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor as an additional insured and as a loss payee, as its interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor or its assigns at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person shall affect the right of Lessor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee and Lessor notwithstanding any other coverage carried by Lessee or Lessor protecting against similar risks. Original certificates evidencing such coverage and naming Lessor as an additional insured and loss payee, shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage management, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage management shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee (either by adding Lessee as an additional insured under a commercial automobile liability insurance policy insuring Lessor, obtaining insurance on behalf of Lessee or otherwise) the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrollment and cancel such physical damage management and/or commercial automobile liability enrollment upon giving Lessee ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect such insurance change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage management and/or commercial automobile liability enrollment upon giving Lessee thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any of the Vehicles. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement; (b) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (d) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (f) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Enterprise Rent-A-Car Company or any direct or indirect subsidiary of Enterprise Rent-A-Car Company. For purposes of this Section **14**, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor in attempting or effecting enforcement of its rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee (i) either the Vehicle (in the condition required by Section 4) or the estimated undamaged wholesale value of the Vehicle (as determined by Lessor in good faith) plus (ii) all accrued and unpaid rent for such Vehicle for the period ending on, and all other amounts owed by Lessee with respect to such Vehicle as of, the date all of the amounts owed by Lessee to Lessor under this clause (e) (including the amounts owed under this subclause (i)) are paid in full (the "Payment Date") plus (iii) an amount equal to three (3) months rent plus (iv) Thirty Percent (30%) of the total future rent due under the applicable Schedule for the period commencing on the Payment Date and ending on the last day of the scheduled Term; and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and any or all of its rights and obligations hereunder to an affiliate of Lessor. Lessee agrees, upon notice of any such assignment, pledge or transfer, to pay all amounts due or to become due under this Agreement to such assignee, pledgee or transferee. Each such assignee, pledgee or transferee will have all of the rights and obligations of Lessor that have been assigned to it under this Agreement. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. Any modification or amendment of this Agreement may be made only by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including telecopy counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor and its successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the state where Lessor's office is located (as set forth below), which law will apply in the event of any conflict of law.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Walkaway Lease Agreement as of the day and year first above written.

LESSEE: City of Keizer	LESSOR: Enterprise Fleet Management
______________________	______________________
By: Unknown	By: Clint C Young
Title: Unknown	Title: Group Sales Manager
Address: 930 Chemawa Rd NE Keizer OR 97307	Address: 20400 SW Teton Tualatin OR 97062
Date Signed:______________, ______	Date Signed:______________, ______

enterprise fleet management

Closed-End (Walkaway) Lease Rate Quote

Quote No: 1485265

Prepared For:	City of Keizer Police Department	**Date**	05/24/2010
	McCowan, Lt. Alan	**AE/AM**	RM4/JWR
Unit #	PLJ878		
Year	2010	**Vehicle Order Type**	Ordered
Make	Dodge	**Term**	48
Model	Nitro	**State**	OR
Series	SE 4dr 4x4	**Customer No**	293931

Items Due on Delivery Indicated By*

$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Initial Sales Tax
$ 261.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 423.07		**Monthly Lease Charge** (Based on Interest Rate - Subject to a Floor)[1]

Order Information

Driver Name	
Exterior Color	(0 P) Brilliant Black Crystal Pearlcoat
Interior Color	(0 I) Dark Slate Gray w/Cloth Low-Back Bucket
Lic. Plate Type	Standard
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment (Estimate Only) Liability Limit $0.00	
$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 0.00	Full Maintenance Program Contract Miles 0	OverMileage Charge $ 0.00 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**	
$ 0.00	Use Tax 0.0000%	**State**
$ 0.00	Monthly Property Tax	
$ 423.07	**Total Monthly Rental Including Additional Services**	
$ 325.00	Service Charge Due at Lease Termination	

Monthly Rental Includes 833 Miles Per Month
Miles in Excess Of 40,000 Will Be Charged At $ 0.1200 Per Mile

(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Closed - End (Walkaway) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Keizer Police Department

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] MONTHLY LEASE CHARGE WILL BE ADJUSTED TO REFLECT THE INTEREST RATE ON THE DELIVERY DATE (SUBJECT TO A FLOOR).

CAPITALIZED PRICE OF VEHICLE MAY BE ADJUSTED TO REFLECT FINAL MANUFACTURER'S INVOICE. LESSEE HEREBY ASSIGNS TO LESSOR ANY MANUFACTURER REBATES AND/OR MANUFACTURER INCENTIVES INTENDED FOR THE LESSEE, WHICH REBATES AND/OR INCENTIVES HAVE BEEN USED BY LESSOR TO REDUCE THE CAPITALIZED PRICE OF THE VEHICLE.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lights/Sirens from Auto Additions	C	$ 4,680.04
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 4,680.04
Aftermarket Equipment Total		$ 4,680.04

Closed-End (Walkaway) Lease Rate Quote

Quote No: 1480228

Prepared For:	City of Keizer Police Department	**Date**	05/24/2010
	McCowan, Lt. Alan	**AE/AM**	RM4/JWR
Unit #	PLJ877		
Year	2010	**Vehicle Order Type**	Ordered
Make	Dodge	**Term**	48
Model	Charger	**State**	OR
Series	Base 4dr Rear-wheel Drive Sedan	**Customer No**	293931

Items Due on Delivery Indicated By*

$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Initial Sales Tax
$ 261.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 388.49		**Monthly Lease Charge** (Based on Interest Rate - Subject to a Floor)[1]

Order Information

Driver Name	
Exterior Color	(0 P) Brilliant Black Crystal Pearlcoat
Interior Color	(0 I) Dark Slate Gray w/Cloth Low-Back Bucket
Lic. Plate Type	Standard
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00 — Commercial Automobile Liability Enrollment (Estimate Only)

Liability Limit $0.00

$ 0.00 — Physical Damage Management — Comp/Coll Deductible 0 / 0

$ 0.00 — Full Maintenance Program Contract Miles 0 — OverMileage Charge $ 0.00 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included

$ 0.00 — **Additional Services SubTotal**

$ 0.00 — Use Tax 0.0000% — **State**

$ 0.00 — Monthly Property Tax

$ 388.49 — **Total Monthly Rental Including Additional Services**

$ 325.00 — Service Charge Due at Lease Termination

Monthly Rental Includes 833 Miles Per Month
Miles in Excess Of 40,000 Will Be Charged At $ 0.1200 Per Mile

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Closed - End (Walkaway) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Keizer Police Department

BY ____________ **TITLE** ____________ **DATE** ____________

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
1 MONTHLY LEASE CHARGE WILL BE ADJUSTED TO REFLECT THE INTEREST RATE ON THE DELIVERY DATE (SUBJECT TO A FLOOR).

CAPITALIZED PRICE OF VEHICLE MAY BE ADJUSTED TO REFLECT FINAL MANUFACTURER'S INVOICE. LESSEE HEREBY ASSIGNS TO LESSOR ANY MANUFACTURER REBATES AND/OR MANUFACTURER INCENTIVES INTENDED FOR THE LESSEE, WHICH REBATES AND/OR INCENTIVES HAVE BEEN USED BY LESSOR TO REDUCE THE CAPITALIZED PRICE OF THE VEHICLE.

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lights/Sirens from Auto Additions	C	$ 2,839.96
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 2,839.96
Aftermarket Equipment Total		$ 2,839.96

Closed-End (Walkaway) Lease Rate Quote

Quote No: 1480136

Prepared For: City of Keizer Police Department
McCowan, Lt. Alan

Date 05/24/2010
AE/AM RM4/JWR

Unit #	PLJ876
Year	2010
Make	Dodge
Model	Nitro
Series	SE 4dr 4x4

Vehicle Order Type	Ordered
Term	48
State	OR
Customer No	293931

		Items Due on Delivery Indicated By*
$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Initial Sales Tax
$ 261.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 0.00		Other
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 397.26		**Monthly Lease Charge** (Based on Interest Rate - Subject to a Floor)[1]

Order Information

Driver Name	
Exterior Color	(0 P) Brilliant Black Crystal Pearlcoat
Interior Color	(0 I) Dark Slate Gray w/Cloth Low-Back Bucket
Lic. Plate Type	Standard
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment (Estimate Only) — Liability Limit $0.00	
$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
$ 0.00	Full Maintenance Program Contract Miles 0	OverMileage Charge $ 0.00 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 Loaner Vehicle Not Included
$ 0.00	**Additional Services SubTotal**	
$ 0.00	Use Tax 0.0000%	**State**
$ 0.00	Monthly Property Tax	
$ 397.26	**Total Monthly Rental Including Additional Services**	
$ 325.00	Service Charge Due at Lease Termination	

Monthly Rental Includes 833 Miles Per Month
Miles in Excess Of 40,000 Will Be Charged At $ 0.1200 Per Mile

(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Closed - End (Walkaway) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Keizer Police Department

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
[1] MONTHLY LEASE CHARGE WILL BE ADJUSTED TO REFLECT THE INTEREST RATE ON THE DELIVERY DATE (SUBJECT TO A FLOOR).

CAPITALIZED PRICE OF VEHICLE MAY BE ADJUSTED TO REFLECT FINAL MANUFACTURER'S INVOICE. LESSEE HEREBY ASSIGNS TO LESSOR ANY MANUFACTURER REBATES AND/OR MANUFACTURER INCENTIVES INTENDED FOR THE LESSEE, WHICH REBATES AND/OR INCENTIVES HAVE BEEN USED BY LESSOR TO REDUCE THE CAPITALIZED PRICE OF THE VEHICLE.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Light/Siren at Auto Additions	C	$ 3,539.39
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 3,539.39
Aftermarket Equipment Total		$ 3,539.39

Amendment to Master Walkaway Lease Agreement

Replace existing Section 15 with the following:

15. ASSIGNMENTS: Lessor may from time to time (a) assign, pledge or transfer this Agreement and/or any or all of its rights or interests under this Agreement, (b) in connection with any assignment of this Agreement, sell any or all of the Vehicles to the assignee and/or (c) grant a security interest in or lien on any or all of the Vehicles to secure indebtedness of Lessor. Any such sale of any Vehicle shall be subject to Lessee's rights under this Agreement. Lessee agrees, upon notice of any such assignment, security interest or lien, to acknowledge receipt thereof in writing and, as instructed in such notice, to pay all amounts due or to become due under this Agreement to such assignee or secured party. Each such assignee or secured party will have all of the rights of Lessor under this Agreement but, unless otherwise agreed by such assignee or secured party in writing, none of Lessor's obligations or duties under this Agreement, (with Lessor remaining liable for the performance of all obligations and duties not assumed by the applicable assignees or secured party). Lessee agrees that it will not assert against any such assignee or secured party any defense, offset, claim or counterclaim which Lessee may be entitled to assert against Lessor under this Agreement or otherwise, but any such claim may be separately asserted against Lessor. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment or security agreement now or hereafter executed by Lessor with or in favor of any such assignee or secured party, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and can not be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

Add the following:

Section 18: The Lessee (Government) reserves the right to terminate this walkaway lease agreement after 12 months if appropriations for funding are lost. In the event of such termination, the Lessor (Contractor) shall have remedies available under Section 14 of the Agreement. Subject to the terms of this Agreement, the Lessor shall be paid all outstanding and unpaid rents, plus reasonable charges the Lessor can demonstrate to the satisfaction of the Government using its standard record keeping system, that have resulted from the termination. This paragraph does not give the Lessee (Government) any right to audit the Lessor's records. The Lessor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

LESSEE: City of Keizer	LESSOR: Enterprise Fleet Management
______________________________	______________________________
By: Christopher C. Eppley	By: Clint C Young
Title: City Manager	Title: Group Sales Manager
Address: 930 Chemawa Road NE Keizer, OR 97307	Address: 20400 SW Teton Ave Tualatin, OR 97062
Date Signed:________________________	Date Signed:________________________

COUNCIL MEETING: **June 21, 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: Purchase Agreement with Trebron Company Inc. for server

BACKGROUND: The City of Keizer's email server is over 7 years old and is continually getting more and more traffic over time. In order to reduce workload on the email server, various services need to be reallocated to a new server in order to improve performance and limit down time of the current email server.

The existing email server currently performs various duties. These include the city web server, city email server, city intranet, etc. In addition, spam and email virus filtering is one of its core functions. This particular software puts a lot of wear on the existing email server and at various times must be updated and modified. During these updates and modification times, it causes down time for the entire city's email system. Therefore, in order to have more consistent server operation, the spam and email virus filtering operation needs to be moved to an external device and off of the current email server.

In addition, given any unforeseen misfortunes to the current email server, this new server will extend the life of the current email server.

Funding for this device is currently available in the 2010/2011 IT budget.

RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to enter into purchase agreement with Trebron Company Inc. for new server.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2010-_____

AUTHORIZING CITY MANAGER TO ENTER INTO PURCHASE AGREEMENT WITH TREBRON COMPANY INC. FOR PURCHASE OF NEW SERVER FOR SOPHOS EMAIL SECURITY AND CONTROL

WHEREAS, the existing email server is seven years old and overburdened with too many functions to effectively provide a consistent email service to the organization;

WHEREAS, the separation of functions from the email server to the new server will improve email efficiency and extend the life of the current email server;

WHEREAS, Trebron Company Inc. provides the server for purchase in addition to effective customer service for their products;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the attached purchase agreement with Trebron Company Inc. for a new server.

PASSED this __________ day of _________________, 2010.

SIGNED this __________ day of _________________, 2010.

____
Mayor

____
City Recorder

Keizer City Attorney
930 Chemawa Road NE
PO Box 21000
Keizer, Oregon 97307
503-390-3700

Trebron
COMPANY INC.

www.trebron.com

SOPHOS
Gold Partner

June 14, 2010 **QUOTE #: 06142010- SPG**

Billed to: City of Keizer
930 Chemawa Road NE
Keizer, OR. 97303-3716
Attn: Bill Hopkins 503-856-3435
hopkinsb@keizer.org

Account Executive	Quote Valid Until	Payment Terms
Scott Griffin	6-30-2010	Special Trebron Payment Plan / Net 20

3 Year Pricing with One year FREE

Qty (Users)	Included Components	Term (Months)	Total Price ($USD)
100	Sophos Web Security and Control	48*	$ 3,214.00
1	Sophos Web Appliance WS1000 Extended Warranty	12	$ 770.00
125	Sophos Email Security and Control	48*	$ 4,374.95
1	Sophos Email ES1100 Appliance		$ 2,635.00
		Subtotal:	$ 10,993.95
	Total (Excluding tax & shipping as applicable):		$ 10,993.95

* Extra 12 months included for free if order is placed by 6-30-10

New Expiration Date 7-14-14

Special Trebron Deferred Payment Plan

- ☐ Payment 1 Due July 15, 2010 $ 3,664.65
- ☐ Payment 2 Due July 1, 2011 $ 3,664.65
- ☐ Payment 3 Due July 1, 2012 $ 3,664.65
- ☐ No Payment Due 2013

Notes:

- Licenses - granted pursuant to the terms of the Sophos End User License Agreement (EULA)

Order Confirmation: Please sign and fax to **(206-527-4288) or email to your Trebron Sales Rep:**
I understand that by signing this Purchase Order/Quote confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and address.
- The "billed to" party agrees to pay the invoice in accordance with terms of net 20.
- Late Charges will be billed after 30 days at 18% rate of interest including, but not limited to legal fees to collect.
- Product licenses provide rights to utilize the subject software to a maximum of the quoted quantity.
- Nothing in this quote shall be construed as creating an obligation on the part of Sophos rather than a right to enter into an agreement with the "billed to" party described above.
- **To take advantage of the Trebron Payment Plan a "Trebron Purchase Agreement" will also need to be signed.**

Authorized Signature:______________________ Date:______________________

Print name: ______________________ Title:______________________

Purchase Order #: ______________________ Ship to address same as Billed to? ☐ Yes ☐No

Ship to Address: ____

Date: **June 14, 2010**

Buyer: City of Keizer

Mailing: 930 Chemawa Road NE
Address: Keizer, OR 97303-3716

Trebron Account Executive: Scott Griffin
Trebron Company, Inc. 5506 35th Ave. N.E.
Seattle, WA. 98105
Telephone: 360-275-9100 Direct
Telephone: 800-499-3079 Toll Free
Email: sgriffin@trebron.com

Purchase Agreement

The Parties hereto, Buyer, City of Keizer and Seller, Trebron Company, Inc. hereby agree as follows:

1. **Description:** Buyer agrees to purchase from Seller, "Product" as listed in the table below for $10,993.95 (Ten Thousand Nine Hundred Ninety Four United States Dollars and no/100), plus applicable shipping & sales tax, if any is due.

Qty (Users)	**Included Components**	**Term** (Months)	**Total Price** ($USD)
100	Sophos Web Security and Control	48	$ 3,214.00
1	Sophos Web Appliance WS1000 Extended Warranty	12	$ 770.00
125	Sophos Email Security and Control	48	$ 4,374.95
1	Sophos Email ES1100 Appliance		$ 2,635.00
		Subtotal:	$ 10,993.95
	Total (Excluding tax & shipping as applicable):		$ 10,993.95

2. **Payment**: To be made to Seller in three annual installments of $ 3,664.65 each. The first payment is due on or before July 15, 2010. The second payment is due on or before July 1, 2011. The third and final payment is due on or before July 1, 2012. Payment Terms are net twenty (20) days. All payments shall be by check made payable to Trebron Company, Inc. at the address listed above.
3. **Term:** Buyer's license for the product expires on approx. 7-14-2014
4. **Representations:** Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by Seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
5. **Warranty:** Except for any manufactures warranty that Seller will pass through to Buyer whenever possible, Seller delivers the products "as is" and makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
6. **Limitation of Liability:** Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use even is Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products.
7. **Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, it's employees and agents from and against all damages, claims and liabilities of every nature whatsoever, including, but not limited to, reasonable legal expenses, arising in connection with or out of the improper or unauthorized operation use or repair of the products furnished to Buyer.
8. **Late Fees:** Late payments shall accrue interest beginning from the payment date at a rate of eighteen percent (18%) per annum, or at the maximum allowable legal rate whichever is lower. In the event that any payment or amount owed is more than ninety (90) days past due, in addition to accrued fees and costs, Seller may declare the entire amount due and owing. Buyer's failure to pay under this agreement may result in termination of Buyer's software license.
9. **Cancellation:** Once Seller has accepted Buyer's order Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's

reimbursement to seller for all costs incurred by Seller in connection with the order up to the time of cancellation including, but not limited to, Seller's cost for cancellation.

10. **Attorneys' Fees:** In the event any cost or expense, including reasonable attorney's fees ("Costs") are incurred in the enforcement of this Agreement, the prevailing party shall be entitled, in addition to damages, to reimbursement for all such Costs.
11. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue for any and all actions shall be in the state of or federal courts, King County, Washington.
12. **Software:** Buyer will negotiate all software license provisions directly with the licensor.
13. **Expiration Date:** This agreement must be executed on or before 6-30-10 or it becomes void.
14. **Waiver:** the waiver of any breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if in writing.
15. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.
16. **Entire Agreement**: This agreement constitutes the entire agreement of the parties and may not be amended or superseded except in writing signed by the parties.

Date: ____________	Date:____________
Trebron Company, Inc.	**City of Keizer**
____________________________	____________________________
Signature	Signature
Norbert van Dam	________________________
Printed Name	Printed Name
President	________________________
Title	Title

Must be signed by an authorized representative of Buyer

MINUTES
KEIZER CITY COUNCIL
Monday, May 17, 2010
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:30 pm. Roll Call was taken as follows:

Present:	Staff:
Lore Christopher, Mayor	Shannon Johnson, City Attorney
Jim Taylor, Council President	Chris Eppley, City Manager
Richard Walsh, Councilor	Rob Kissler, Public Works
Cathy Clark, Councilor	Nate Brown, Community Development
Mark Caillier, Councilor	Marc Adams, Police Chief
David McKane, Councilor	Kevin Watson, Assist. to the City Mgr.
Brandon Smith, Councilor	Tracy Davis, City Recorder

FLAG SALUTE

Gubser fourth grader, Noah Egli, led the pledge of allegiance.

PUBLIC TESTIMONY

Joe Egli, Keizer, Chamber of Commerce President, provided an update of the Iris Festival including giveaways, sponsors and highlights and thanked everyone who was participating in the event. Councilor Taylor added that the Bikeways Committee was sponsoring two bike rides at the Iris Festival.

Jeanne Bond-Esser, Keizer, Parks Board Chair, reported on the last Parks Board meeting including interaction with Jennifer Kellar regarding signage at the ball fields, and partnering with the Boys & Girls club to use the fields for football; the opening of the Whittam Park Community Garden; discussion on notification of park spraying, and use of volunteer labor. She explained that the Board had received a report from Vickie Hilgemann regarding the Wild Wild Rec program and that the Board had indicated support for the repurposing of the caretaker house at Keizer Rapids Park by committing $50,000 of SDC funds and Rick Day committing a matching amount in labor, materials and funds.

Andrew Mulholland, Keizer, provided a brief history of the development of Keizer Station and urged Council to lower the square footage allowed for a retail establishment in Area C.

City Attorney Shannon Johnson explained that the reallocation of retail space ordinance before Council was not in a Public Hearing tonight; that

Public Hearing has been closed and any testimony regarding the proposed ordinance will not be part of the official record.

Kevin Hohnbaum, Keizer, voiced opposition to changing the text amendment process to a master plan process because public testimony would be limited. He expressed distrust of Council decisions and predicted increased traffic and Wal-Mart carts littering yards should this amendment pass.

PUBLIC HEARING
a. RESOLUTION~ Forming Benevan Court Street Lighting Local Improvement District

ORDINANCE ~ Spreading Assessments to Benevan Court Street Lighting Local Improvement District

City Manager, Chris Eppley, provided the history of the formation of this Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Benevan Court Street Lighting Local Improvement District and, if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance. He noted that two written remonstrances opposed to the assessment had been received and there are five lots in the proposed district. He therefore recommended that the Public Hearing be held open so that staff can work on the issue and perhaps find a better solution. Discussion then took place regarding the requirement that developers establish a street lighting district, the location of the lights and who is responsible for paying the lighting costs.

Mayor Christopher opened the Public Hearing.

Mayor Christopher read letters from Randy, Troy and Lisa Fultz and James Saunders submitted in opposition to the formation of the street lighting district because the lighting does not benefit all parties.

Mark & Cheryl Johnson, Keizer, and *Wade and Kendall Buckmaster, Keizer,* expressed willingness to pay their fair share but added that they felt the five parcels paying are not the only beneficiaries of the lights, in fact their property gets no light from the fixtures, and all lots benefitting from the lights should share the cost.

Chris Eppley noted that Council has received valid remonstrances from 4 of the 5 property owners.

Mayor Christopher continued the Public Hearing until June 21.

ADMINISTRATIVE ACTION
a. ORDINANCE – Allowing Reallocation of Keizer Station Retail Limitation;

City Attorney Shannon Johnson explained that this was before Council following the public hearing for consideration of adoption of an ordinance that would change how the retail square footage would work in Keizer Station. He reminded Council of other matters that had already been addressed and of the effect of this change which does not reallocate square footage but simply changes the *process* to one in which a proponent could come in with a master plan for approval and request reallocation. Mr. Johnson then provided extensive detail regarding

Amending: Keizer Development Code Sections 2.107, 2.109, 2.110, 2.119, 2.125, 3.113; Keizer Station Plan Areas and Design Guidelines; Ordinances 98-389, 2003-479 and 2007-562

additional criteria, fielded questions and provided clarification regarding conditions, opportunities for public testimony, traffic impact, allocation and master plan approval. Councilor Walsh pointed out that this amendment will give Council more information at the decision making time to safeguard the neighborhoods and the city. Councilor Clark indicated that she would oppose this amendment because she did not feel it was necessary; because it was overly complex and would be prohibitive to future development. Further discussion took place with each Councilor expressing their opinion.

Councilor Taylor moved to adopt an Ordinance Allowing Reallocation of Keizer Station Retail Limitation; Amending Keizer Development Code Regarding Section 2.107 (Mixed Use), Section 2.109 (Commercial Retail), Section 2.110 (Commercial Mixed Use), Section 2.119 General Employment), Section 2.125 (Activity Center Overlay Zone), and Section 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 No. 2007-562 (Exhibit "C"). Councilor Walsh seconded. Motion passed as follows:

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

Mayor Christopher noted that because it was not a unanimous vote, it would come back for a second reading on June 7, 2010.

CONSENT CALENDAR

A. Approval of April 19, 2010 Regular Session Minutes

Councilor Taylor moved for approval of the Consent Calendar. Councilor McKane seconded. Motion passed as follows:

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

COMMITTEE REPORTS

a. Gubser Neighborhood Association Annual Report

Allen Prell, President of the Gubser Neighborhood Association was not in attendance but had submitted the Annual Report for Council review.

Councilor McKane moved to accept the Gubser Neighborhood Association Annual Report and to extend recognition for another year. Councilor Caillier 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)

Councilor Clark:

- Voiced appreciation for the opportunity to share a few words with attendees of the Mayor's Prayer Breakfast
- Thanked Council for the opportunity to guide three classes from Kennedy Elementary through the Civic Center, Heritage Center and the Police Department
- Added that she had discussed the importance of voting with a fourth grade class at Forest Ridge Elementary
- Reported that she attended the final League of Oregon Cities Transportation Committee meeting, the Commissioner Breakfast and the West Keizer Neighborhood Association meeting
- Reminded everyone of the upcoming Keizer 23 Advisory Committee meeting.

Councilor McKane reported that Parks Board met on the same night as the Budget Committee so he was unable to attend. He added that the Traffic Safety Commission would be meeting on the 27th.

Councilor Caillier reported that

- The League of Oregon Cities committee work (Telecom and Water Wastewater) has been completed;
- Claggett Creek Watershed Council meets June 2 at the Civic Center
- Planning Commission will meet June 9 at the Civic Center
- A fundraising project has begun to purchase a carpet cleaning machine for the community center with Keizer Rotary and the Chamber of Commerce together raising $460 so far for the $1800 machine. He asked people interested in donating to contact him.

Councilor Taylor reported that Bikeways Committee will be making final plans for the bike ride at the Iris Festival at their upcoming meeting.

Councilor Walsh complimented Councilor Clark for her participation in the Mayor's Prayer Breakfast and reported that

- The National Park Service representatives from Hawaii, California, Idaho, Washington and Alaska flew to Keizer to see Keizer Rapids Park and held a meeting at the Community Center.
- The Mid-Willamette Birding Group decided to designate Keizer Rapids Park as part of the Willamette Valley Birding Trail.
- Iris Festival is in full swing.
- He had participated in Texas Hold'em but was not in the final table.
- The Director of the Economic Development and Government Affairs committee is preparing to deal with the sign code.
- The Chamber luncheon would be in the Iris Festival Tent with several other activities to follow.

He also thanked

- Elizabeth Sagmiller for her guidance and assistance in the catch basin marking project,

- Marion County Commissioners Carlson and Brentano for their participation in the Commissioners Breakfast, and
- The Fire Department for the Mother's Day Breakfast.

Councilor Smith reported that he had attended the League of Oregon Cities Finance and Taxation Committee meeting adding that although it was hoped to be the last one, there may be more scheduled. He reviewed the recommendations of the committee and the action items for the Board relating to review of property tax exemptions and a general kicker reform support. He concluded with a reminder for everyone to vote.

Mayor Christopher thanked Councilor Clark for speaking at the Mayor's Prayer Breakfast, and for filling in at "Who's the Boss of Keizer?"

OTHER BUSINESS

City Manager Chris Eppley congratulated the Mayor for choosing Councilor Clark to speak at the Mayor's Prayer Breakfast and commended Councilor Clark for her inspirational presentation. He also reported that he had been working with Councilor Caillier on the League of Oregon Cities Telecom Committee and they have been working on their legislative proposal which will include a statewide telecom tax restructuring that would include a cell phone tax for the state.

Police Chief Marc Adams reported that he would be the speaker at the upcoming "Turnaround Awards". He explained that this is a program recognizing middle and high school students who have turned their lives around.

Public Works Director Rob Kissler reminded the public of upcoming paving projects. Councilor McKane commended Mr. Kissler on the recent Public Works/Fire District Open House. Mr. Kissler thanked the Fire District and the Police Department for their participation.

City Recorder Tracy Davis announced that applications are being accepted for the opening on the Bikeways Committee and that voting closes at 8 p.m. on the 18th.

Assistant to the City Manager, Kevin Watson, reminded everyone to submit announcements to him for posting on the City Facebook page. As of May 9 there were 306 fans, 57% female, 41% male, including fans in Aruba, Switzerland and Japan.

Mayor Christopher reported that the League of Oregon Cities and Mayors' Association are planning conference events at the Cottage Grove Disc Golf Course. She commended the Public Works Department for their annual water report.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

June 7, 2010

6:00 – Urban Renewal Agency Meeting

- 2010-2011 Keizer Urban Renewal Agency Budget Public Hearing

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

- 2010-2011 City of Keizer Budget Public Hearing

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

ADJOURNMENT Mayor Christopher adjourned the meeting at 9:12 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:

____

COUNCIL MEETING: June 21, 2010

AGENDA ITEM NUMBER:_______________

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR

SUBJECT: Amendment of Budget Adjustment

Oregon Budget Law allows for the transfer of appropriations within a fund during the fiscal year and for the appropriation of pass-through revenues during the fiscal year (ORS 294.450);

ORS allows for the use of special purpose grants, payment of debt service from a debt service reserve fund and for unanticipated expenditures for specific purposes beyond the amount budgeted for which nontax funds are available.

Oregon Budget Law further provides that a resolution or ordinance be passed to provide authority for the expenditure of these funds.

Resolution R2010-2050 was approved by Council on June 2, 2010. The budget adjustment for the Community Center Fund needs to be amended. Because of a transposition error, R2010-2050 provided for an increase in Personnel Services. However, Personnel Services needs to decrease $3,500 to provide funds for principal and interest payments on an Interfund loan as described in the budget note.

FISCAL IMPACT: The adjustment specified in the attached resolution corrects a transposition error and does not have a fiscal impact.

RECOMMENDATION: Staff recommends the council adopt the attached resolution, amending R2010-2050 and authorizing the budget adjustments as described in the attached resolution.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
Resolution R2010-_____

AUTHORIZATION FOR BUDGET ADJUSTMENTS FOR COMMUNITY CENTER FUND; AMENDING RESOLUTION R2010-2050

WHEREAS ORS 294.450 allows for the transfer of appropriation authority within a fund and for the appropriation of pass-through revenues during the fiscal year;

WHEREAS ORS 294.326 allows for the use of special purpose grants, payment of debt service from a debt service reserve fund and for expenditures for specific purposes beyond the amount budgeted for which nontax funds are available;

WHEREAS Resolution R2010-2050 contained an error in the Community Center Fund section which should be corrected;

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

		Adopted/	Adjustment		
		Amended Budget	INC	DEC	Revised Budget
Community Center Fund					
Expenditures	Materials & Services	22,800	500		23,300
Expenditures	Debt Service	-	3,000		3,000
Expenditures	Personnel Services	10,000		3,500	6,500
		32,800	**3,500**	**3,500**	**32,800**

City does not anticipate needing full $10K for personnel services. Appropriation transfer is needed to pay additional credit card costs on room rental revenues and to pay down the loan due to the Transportation Fund through an Interfund borrowing.

BE IT FURTHER RESOLVED by the City Council of the City of Keizer, that Resolution R2010-2050 is hereby amended as set forth above.

PASSED this _____ day of _________________, 2010

SIGNED this _____ day of _________________, 2010

____
Mayor

____
City Recorder