

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 20, 2011

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. Liquor License – Change of Ownership – The Dugout Sports Bar and Grill (formerly On The Roc’s Bar and Grill)
- b. Keizer Development Code Text Amendment for Section 2.203 - Permitted Uses Generally (Urban Chickens)

6. **ADMINISTRATIVE ACTION**

- a. City of Keizer On Line Bill Pay Presentation
- b. **ORDINANCE** – Amending Keizer Development Code Regarding Section 2.104 (Medium Density Residential), Section 2.431 (Nursing and Residential Care Facilities), Section 3.101 (Summary of Application Types) and Section 3.202 (General Procedures – Types 1, 11 and 111 Actions) Amending Ordinance No. 98-389

7. **CONSENT CALENDAR**

- a. **RESOLUTION** – Expenditure Authorization for Art Walk, Elections, Focal Point, Parks, and Facility Maintenance - Amending R2011-2134
- b. **RESOLUTION** – Authorizing City Manager to Award and Enter Into An Agreement with Valley Credit Service Inc. for Collection Service for the City of Keizer

- c. **RESOLUTION** – Authorizing City Manager to Enter Agreement With Auto Leasing Specialists LLC for Keizer Police Vehicles
 - d. **RESOLUTION** – Authorizing City Manager to Execute City of Keizer Street and Right of Way Landscape Maintenance Services Contract with Shangri-La Corp. All Seasons Ground Care
 - e. Suspend Fees Associated with Good Vibrations Event
 - f. Approval of May 16, 2011 Regular Session Minutes
8. **COMMITTEE REPORTS**
9. **OTHER BUSINESS**
- This time is provided to allow the Mayor, City Council members, or staff an opportunity to bring new or old matters before the Council that are not on tonight's agenda.*
- a. New Business or Old Business Issues
10. **WRITTEN COMMUNICATIONS**
- To inform the Council of significant written communications.*
11. **AGENDA INPUT**
- July 5, 2011 (Tuesday)**
 - 7:00 p.m. – City Council Meeting**
 - Canceled
 - July 11, 2011**
 - 6:00 p.m. City Council Special Session**
 - Public Hearing – Hornet Court Sidewalk Project LID
 - July 18, 2011**
 - 7:00 p.m. – City Council Meeting**
 - Canceled
 - August 1, 2011**
 - 7:00 p.m. – City Council Meeting**
12. **ADJOURNMENT**
-

CITY COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: 5a

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

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

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

**SUBJECT: THE DUG OUT SPORTS BAR AND GRILL – FORMER BUSINESS
NAME ON THE ROC’S– LIQUOR LICENSE APPLICATION - CHANGE
OF OWNERSHIP**

BACKGROUND:

On May 23rd, the City received an application for a change of ownership for the Full On-Premises Sales liquor license for The Dug Out Sports Bar and Grill – former business name of On The Roc’s, which is located at 3838 River Road N, Keizer, Oregon. The Oregon Liquor Control Commission requires a new application when changing ownership, location, or license type.

As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. The Keizer Police Department reports a clear background check 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, Brian Buchholz 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 liquor license for The Dug Out Sports Bar and Grill 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.



Keizer Police Department

Phone: 503-390-3713 ★ Fax: 503-390-8295 ★ www.keizerpd.com
930 Chemawa Rd NE ★ PO Box 21000 ★ Keizer, OR 97307-1000

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council

Via: Chris Eppley, City Manager

From: H. Marc Adams, Chief of Police
Rita Powers, Police Support Supervisor (2)

Subject: Change of Ownership for On The Rocs, 3838 River Rd. N. changing name to:
"The Dug Out Sports Bar & Grill"

Issue: Shall the City Council approve the liquor license application due to Change of Ownership of On the Roc's to "The Dug Out Sports Bar & Grill" located at 3838 River Rd. N., Keizer, Oregon 97303?

Applicant Background Check:

The applicants for new ownership, Michael K and Chantelle M Bellock and Brian H and Bridget C Buchholz have no Oregon criminal history.

Recommendation

The Keizer Police Department recommends approval of the liquor license application for The Dug Out Sports Bar & Grill (formerly On the Roc's) 3838 River Rd. N.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ 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
☒ 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 ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: 5/23/11

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 ACC SD

Date: 5/20/2011 pending

90-day authority: ☐ Yes ☒ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① The Dugout Sports Bar & Grill LLC ③

② THE DUGOUT SPORTS BAR & GRILL LLC ④

2. Trade Name (dba): THE DUGOUT SPORTS BAR & GRILL LLC

3. Business Location: 3030 RIVER RD N. KEIZER, MARION, OR, 97303
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: SAME AS ABOVE
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (Pending) Tbd
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☒ Yes ☐ No Name: BRIAN H. BUCHHOLZ
(manager must fill out an Individual History form)

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

11. Contact person for this application: BRIAN H. BUCHHOLZ 503-559-5318
(name) (phone number(s))
845 FIR CONE DR NE KEIZER OR 97303 bbuchholz1@msn.com
(address) (fax number) (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 B. H. Buchholz Date 5-20-11 ③ Brian H. Buchholz Date 5-20-11
 ② B. H. Buchholz Date 5-20-11 ④ Charles Buchholz Date 5-20-11



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: THE DUG-OUT SPORTS BAR + GRILL LLC Phone: 503-559-5318

Trade Name (dba): THE DUG-OUT SPORTS BAR + GRILL LLC

Business Location Address: 3838 RIVER RD N.

City: KEIZER ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 11 AM to 10 PM
Monday 11 AM to 12 AM
Tuesday 11 AM to 12 AM
Wednesday 11 AM to 12 AM
Thursday 11 AM to 12 AM
Friday 11 AM to 2 AM
Saturday 11 AM to 2 AM

Outdoor Area Hours:

Sunday 11 AM to 10 PM
Monday 11 AM to 12 AM
Tuesday 11 AM to 12 AM
Wednesday 11 AM to 12 AM
Thursday 11 AM to 12 AM
Friday 11 AM to 2 AM
Saturday 11 AM to 2 AM

The outdoor area is used for: ✓

✓ Food service Hours: 11 AM to 10 PM

✓ Alcohol service Hours: 11 AM to 2 AM

✓ Enclosed now 500' x 60' FENCE

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

✓ _____ (Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday — to —
Monday — to —
Tuesday — to —
Wednesday 9 PM to 12 AM
Thursday 9 PM to 12 AM
Friday 9 PM to 2 AM
Saturday 9 PM to 2 AM

SEATING COUNT

Restaurant: 36 Outdoor: 24
Lounge: 55 Other (explain): N/A
Banquet: 0 Total Seating: 113

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: 5-20-11

1-800-452-OLCC (6522)

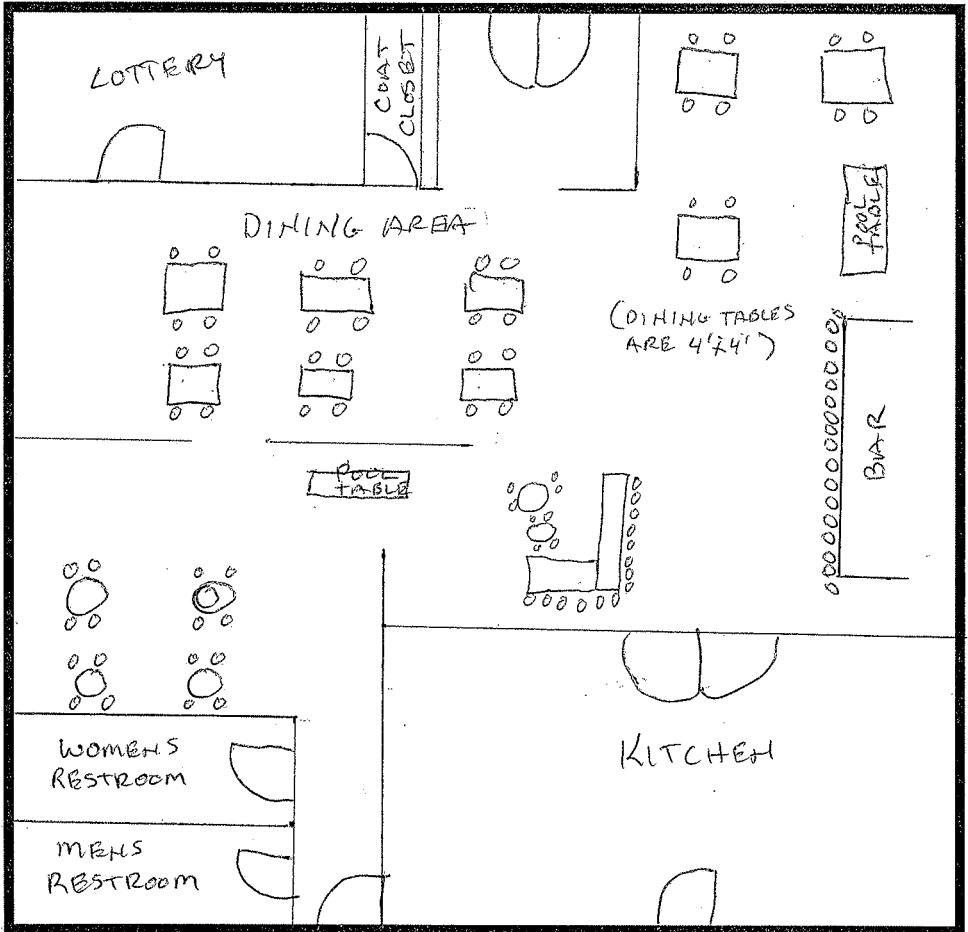
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



BRIAN W. BUCHHOLZ
Applicant Name

THE DUGOUT SPORTS BAR & GRILL LLC
Trade Name (dba):

KEIZER 97303
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

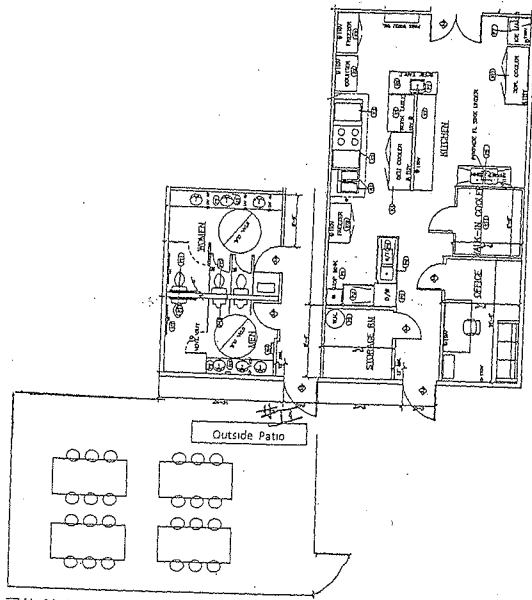
(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

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OUTDOOR
AREA



1

BRIAN A. BUCHHOLZ
Applicant Name

THE DUGOUT SPORTS BAR & GRILL LLC
Trade Name (dba):

KEIZER 97303
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 12/07)

COUNCIL MEETING: June 20, 2011
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS
THROUGH: CHRIS EPPLEY, CITY MANAGER
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR
FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: TEXT AMENDMENT FOR SECTION 2.203 (Permitted Uses Generally)

Attachments:

- Section 2.203- draft

ISSUE:

To consider proposed revisions to Section 2.203 (Permitted Uses Generally) of the Keizer Development Code to include standards relating to the keeping chickens on residential lands. The Planning Commission voted unanimously to support the proposed text amendment.

DISCUSSION:

The City Council initiated the process for a text amendment to consider changes to the development code to allow the keeping of chickens on residential lands. This was at the request of several property owners who would like to be able to keep chickens.

The proposed revisions will allow the keeping of chickens as an agricultural use subject to the requirements within the Permitted Uses Generally section of the Keizer Development Code. This will limit the birds to only hens - no roosters, and only 3 hens may be kept on a property with a single family or duplex residence on it. The chickens shall be for personal and non-commercial use, and a coop will be required and shall be located in a side or rear yard a minimum of 10 feet from any adjacent property line. The Planning Commission also is recommending that a “no fee” permit system be imposed. Finally, the Planning Commission recommended that a 3 year sunset clause be adopted to determine if the Ordinance is working or whether revisions need to be made in the future. The sunset clause is not included in the proposed text amendment. If the Council directs a sunset clause, that would be in the final Ordinance.

RECOMMENDATION:

That the City Council hold a public hearing to consider the proposed text amendment and direct staff to prepare an ordinance with findings to adopt the proposed revisions.

2.203 PERMITTED USES GENERALLY

2.203.01 Permitted Uses

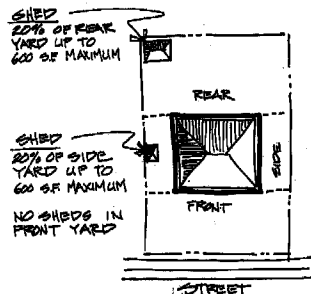
The following uses and activities are permitted in all zones:

- A. Utility Facilities. Placement and maintenance of underground or above ground wires, cables, pipes, guys, support structures, pump stations, drains, and detention basins within rights-of-ways by public agencies and utility companies for telephone, TV cable, or electrical power transmission, or transmission of natural gas, petroleum products, geothermal water, water, wastewater, sewage and rainwater. (5/98)
- B. Railroad Tracks. Railroad tracks and related structures and facilities located within rights-of-ways controlled by railroad companies. (5/98)
- C. Street Improvements. Surfaced travel lanes, curbs, gutters, drainage ditches, sidewalks, transit stops, landscaping and related structures and facilities located within rights-of-ways controlled by a public agency. (5/98)
- D. Public Right-of-way Expansion. Expansion of public right-of-way and widening or adding improvements within the right-of-way, provided the right-of-way is not expanded to more width than prescribed for the street in the Public Facilities segment of the Comprehensive Plan. (5/98)
- E. Signs. Signs as permitted in Section 2.300. (5/98)

2.203.02 Permitted Residential Accessory Structures and Uses

The following accessory uses shall be permitted subject to the following limitations and requirements:

- A. Accessory Structures and Uses. The following accessory structures and uses are permitted on a lot in any zone in conjunction with a permitted dwelling or manufactured home:
 - 1. Decks and patios (open, covered or enclosed). (5/98)
 - 2. Storage building for fire wood, yard maintenance equipment or tools, or, personal property not



Accessory Structure Locations

used in conjunction with any commercial or industrial business other than a home occupation. (5/98)

3. Green house or hobby shop. (5/98)
 4. Swimming pools, hot tubs, and saunas along with associated structures. (5/98)
 5. Pets, including outdoors shelters or runs. (5/98)
 6. Fall-out shelters. (5/98)
 7. Garages and carports. (5/98)
 8. Rooms for 1 or 2 boarders residing in the dwelling. (5/98)
- B. Fences. Fences are a permitted accessory or secondary use in all zones subject to the requirements in Section 2.312.10. (5/98)
- C. Residential Office. One manager's office of 400 square feet or less for rental of dwellings is a permitted accessory use in the RL, RM, RH and CM zones provided the office is located within a building containing dwelling units. (5/98)
- D. Agricultural Uses. Gardens, orchards and crop cultivation primarily for personal use is a permitted use accessory to a dwelling in residential zones, except that the keeping of livestock, poultry (except chickens) or the sale of such, as well as the selling of produce ~~livestock, poultry and produce~~ on site are prohibited. (5/98)Chickens are only permitted consistent with the following standards:
1. Chickens shall only be kept upon property occupied by a detached single family dwelling or duplex.
 2. No more than 3 hens may be kept on any one property.
 3. The keeping of roosters is prohibited.
 4. Chickens shall be kept for personal, non-commercial use only. No person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes.
 5. Chickens and chicken coops shall only be located in a side or rear yard.
 6. Chicken coops shall comply with Accessory Structure requirements in Section 2.313 B, C, D, and F.

7. Chicken coops shall be kept clean, dry, free of noticeable odors, and in good repair.
8. A chicken coop is required.
9. Chicken coop shall be setback a minimum 10 feet from adjacent property lines.
10. Applicant shall obtain a permit from the city prior to the keeping of chickens.

2.203.03 Permitted Non-residential Accessory Structures and Uses

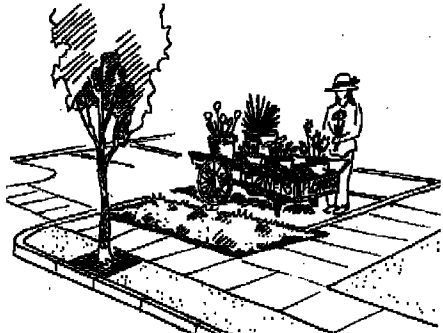
- A. Rental Office. A manager's office for rental of space in an industrial zone. (5/98)
- B. Mobile Classrooms. Mobile classrooms are a permitted accessory use in conjunction with elementary and secondary schools. (5/98)

2.203.04 Permitted Temporary Uses

The following temporary uses shall be permitted subject to the following limitations and requirements:

- A. Permitted Activities. Outdoor tree or fireworks sales are permitted in all zones except residential. Amusement and recreational service (SIC 799); and retail sales and services from a vehicle or temporary structure are permitted in all permitting zones, except residential, as a secondary use. However, houses of worship on arterial or collector streets may conduct any temporary use as described in this section. (2/01)

1. The uses are otherwise permitted to be outdoors in the zone. (5/98)
2. The activity is located on the same lot for no more than 90 days in any calendar year. (5/98)
3. The required parking for the primary uses on the same lot is not reduced below Ordinance requirements. (5/98)
4. The use does not block driveways, driveway



entrances or parking aisles. (5/98)

5. The activity conforms to all signage requirements in Section 2.308. (5/98)
 6. The activity conforms to all setback requirements applicable to the lot and zone. (5/98) Figure 3.210.04 Pre-Application Co - Temporary Business
 7. The operator of a temporary use shall provided the required information, pay the applicable fee, obtain and display the required temporary business permit. (5/98)
 8. The operator of a temporary use shall obtain all permits required by other agencies including those required for food handling and sales, and the sale of fireworks. (5/98)
- B. Temporary Construction Facilities. Mobile offices, temporary power equipment and temporary structures to house personnel and store equipment during construction, provided the structures are not used as dwellings. (5/98)
- C. Produce Stands. Temporary roadside stands in conjunction with a farm use provided:
1. Sales are limited to produce grown in the vicinity with at least 51% of the produce is grown on the premises. (5/98)
 2. One off-street parking space is provided for each 100 square feet of floor area. (5/98)
 3. The roadside stand is operated for no more than 6 months in any calendar year and only between official sunrise and sunset. (5/98)
- D. Yard Sales and Auctions. Yard sales in any residential zone, and auctions in Commercial and Industrial zones, provided there are not more than 3 sales in a calendar year with each sale not to exceed three consecutive days. Merchandise and signs shall remain on private property. (5/98)
- E. Additional Permitted Temporary Uses. The City Council may, by resolution, authorize additional permitted temporary uses during a specific event or festival. This may include setting forth reasonable types of uses, appropriate zones for such uses, temporary signs and any time restrictions the Council finds necessary to protect the health, safety and welfare of the public. (5/04 – Ord 2004-498)

COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY, CITY MANAGER
SUSAN GAHLSDORF, FINANCE DIRECTOR**

FROM: TIM WOOD, ASSISTANT CONTROLLER

SUBJECT: ON-LINE BILL PAYMENT AND PRESENTMENT

BACKGROUND:

On March 21, 2011, the City Council adopted its 2011-2013 council goals. One of the short-term goals is to enhance E-Government Services by researching on-line bill payment opportunities. This staff report gives an update on the status of providing an on-line bill payment option.

The City receives between \$700,000 and \$900,000 (approximately 5,500 individual transactions) per month in regular recurring types of payments for services such as utilities, licenses, permits, fines and fees. The City has the following payment options:

Payment Option	Percent of Total Transactions	Transaction Volume per Month	Dollar Amount of Transactions per Month	Cost Structure
Cash	5%	250	\$35,000	\$0.08 per \$100 deposited
Check	48%	2,675	\$575,000	\$0.06 - \$0.08 per transaction
E-check	19%	1,050	\$100,000	\$0.06 - \$0.08 per transaction
Credit/debit card	18%	975	\$115,000	2% of transaction amount plus \$35 per month base fee
Direct debit/ach	10%	550	\$75,000	\$0.35 per transaction plus \$25 per month base fee

Based on discussions with industry professionals the City could reasonably expect 30-40% of all transactions to be initiated on-line.

The City does not charge customers any additional fees or surcharges based on the payment option selected.

ISSUE:

Should the City augment the existing payment options by adding an on-line bill pay feature?

FISCAL IMPACT:

The fiscal impact from providing on-line bill pay as a payment option varies based on the complexity of the solution developed.

In general there are three broad categories of solutions:

1. **Basic Service Option** – Customer receives a paper bill and is directed to a web site hosted by a third party service provider. The customer goes to the site to initiate an on-line payment. See attachment one for an outline of the costs associated with the basic service option.
2. **Intermediate Service Option** – Customer receives either an electronic or a paper bill and is directed to a web site hosted by a third party service provider. The customer goes to the site to initiate an on-line payment.
3. **Full Service Option** – Customer receives either an electronic or a paper bill and is directed to a web site hosted by a third party service provider. The customer goes to the site to initiate an on-line payment. The customer also has the ability to see account activity/payment history on-line.

The City's current accounting software can, and is, accommodating the basic service option without any modification.

In order to facilitate the intermediate or full service option the accounting software would need to be modified. Based on historical experience with the software company these types of modifications would cost several thousands of dollars initially with an ongoing annual maintenance fee of approximately \$500 - \$1,500 depending on the complexity of the modification. Transaction fees are provided on attachment one.

RECOMMENDATION:

No action is recommended at this time. Do to funding constraints and the economic climate, the FY 11-12 budget did not include funding for enhanced on-line bill payment options.

ATTACHMENT ONE

Basic Service Option Cost Summary

Service Provider	Services Provided	Payment Methods	Cost Structure	Low Volume Annual Impact	High Volume Annual Impact
Paypal	Online bill payment, email invoicing	Credit/debit card or e-check	2.2% plus \$0.30 per transaction (assuming \$3,000 - \$10,000 monthly volume)	\$ 30,254	\$ 57,988
US Bank - EPAY	Online bill payment	Credit/debit card or e-check	\$750 setup fee, \$75 monthly maintenance fee and 2% plus \$0.25 per transaction	\$ 28,188	\$ 53,202
Elavon - Virtual Merchant	Online bill payment	Credit Card	\$10 monthly maintenance fee and 2% per transaction	\$ 26,184	\$ 50,076
PSN Payment Service Network	Online bill payment	Credit/debit card or e-check	\$699 setup fee, \$13 monthly maintenance fee and \$2.99 per transaction	\$ 21,108	\$ 40,314
PSN Payment Service Network	Online bill payment, email invoicing	Credit/debit card or e-check	\$699 setup fee, \$140 monthly maintenance fee and \$2.99 per transaction	\$ 21,235	\$ 40,441

CITY COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ORDINANCE AMENDING KEIZER DEVELOPMENT CODE

At the last Council meeting, Council directed our office to prepare an Ordinance approving the Keizer Development Code text changes regarding nursing and residential care facilities. Such Ordinance is attached for your review.

We have made the change as Council directed with regard to providing access to an arterial street (Section 2.431.04(C)).

RECOMMENDATION:

Adopt the attached Ordinance.

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

ESJ/tmh

1 BILL NO. _____

A BILL

ORDINANCE NO.

2011-_____

3 FOR

4
5 AN ORDINANCE

6
7 AMENDING KEIZER DEVELOPMENT CODE REGARDING
8 SECTION 2.104 (MEDIUM DENSITY RESIDENTIAL),
9 SECTION 2.431 (NURSING AND RESIDENTIAL CARE
10 FACILITIES), SECTION 3.101 (SUMMARY OF
11 APPLICATION TYPES) AND SECTION 3.202 (GENERAL
12 PROCEDURES – TYPES 1, 11, AND 111 ACTIONS);
13 AMENDING ORDINANCE 98-389

14
15 WHEREAS, the Keizer Planning Commission has recommended to the Keizer
16 City Council amendments to the Keizer Development Code (Ordinance No. 98-389); and

17 WHEREAS, the City Council has held a hearing on this matter and considered the
18 testimony given and the recommendation of the Keizer Planning Commission; and

19 WHEREAS, the Keizer City Council has determined that it is necessary and
20 appropriate to amend the Keizer Development Code as set forth herein; and

21 WHEREAS, the Keizer City Council has determined that such amendments meet
22 the criteria set forth in state law, the Keizer Comprehensive Plan, and the Keizer
23 Development Code;

24 NOW, THEREFORE,

25 The City of Keizer ordains as follows:

26 Section 1. FINDINGS. The City of Keizer adopts the Findings set forth in
27 Exhibit "A" attached hereto and by this reference incorporated herein.

1 Section 2. AMENDMENT TO THE KEIZER DEVELOPMENT CODE. The
2 Keizer Development Code (Ordinance No. 98-389) is hereby amended by the adoption
3 of the changes to Section 2.104 (Medium Density Residential), Section 3.101 (Summary
4 of Application Types) and Section 3.202 (General Procedures – Types 1, 11, and 111
5 Actions), and the addition of Section 2.431 (Nursing and Residential Care Facilities) as
6 set forth in Exhibit "B" attached hereto, and by this reference incorporated herein.

7 Section 3. SEVERABILITY. If any section, subsection, sentence, clause,
8 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, or
9 is denied acknowledgment by any court or board of competent jurisdiction, including,
10 but not limited to the Land Use Board of Appeals, the Land Conservation and
11 Development Commission and the Department of Land Conservation and Development,
12 then such portion shall be deemed a separate, distinct, and independent provision and
13 such holding shall not affect the validity of the remaining portions hereof.

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

16 PASSED this _____ day of _____, 2011

17 SIGNED this _____ day of _____, 2011

18

19

20

21

Mayor

22

23

24

City Recorder

EXHIBIT “A”

Findings regarding the adoption of amendments to the Keizer Development Code (Section 2.104 (Medium Density Residential); Section 3.101 (Summary of Application Types); Section 3.202 (General Procedures); and, to create a new Section 2.431 (Nursing and Residential Care Facilities))

The review criteria are listed in Section 3.111.04 of the Keizer Development Code.

The City of Keizer finds that:

1. General Findings.
 - a. Section 2.104 of the Keizer Development Code (KDC) contains the requirements governing development of lands designated Medium Density Residential, Section 2.431 is new and contains standards for locating new Nursing and Residential Care Facilities in the city limits, Sections 3.101 and 3.202 both contain process requirements for various types of land use applications.
 - b. The particulars of this case are found within planning file Text Amendment 2011-02. Public hearings were held before the Planning Commission on April 13, 2011 and also on May 11, 2011, and also before the City Council on June 6, 2011. The Planning Commission reviewed the proposed revisions and in a 5-1 vote recommended that it be adopted. The City Council unanimously directed staff to prepare findings and an ordinance to adopt the proposed text amendment.
2. Amendments to the Comprehensive Plan or Development Code shall be approved if the evidence can substantiate the following. Amendments to the map shall be reviewed for compliance with each of the following, while text amendments shall only be reviewed for compliance with Section 3.111.04 B, C, and D. Given that this is a text amendment Section 3.111.04 A is not applicable.
3. **Section 3.111.04.B - A demonstrated need exists for the product of the proposed amendment -**

Findings: The proposed revision to the zone code reflects a demonstrated need. The City Council has recognized that from time to time the Keizer Development Code should be updated to avoid having the code become so out of date that it would require a massive and costly comprehensive update. This section of the Development Code was last reviewed in 1998. The proposed amendments are intended in part to correct several identified errors within the existing regulations and will establish clear development standards for the locating of nursing and

residential care facilities. Therefore, the proposed code revision complies with this review criterion.

4. **Section 3.111.04.C- The proposed amendment to the Keizer Development Code complies with statewide land use goals and related administrative rules**

FINDINGS: The proposed text amendment complies with the statewide land use planning goals as discussed below.

Goal 1 – Citizen Involvement: The adoption of this ordinance followed notice to interested parties, a public process of decision making involving public hearings, deliberation, and ordinance adoption. Public notice was provided in the Keizer Times. Public hearings were held before the planning commission and the city council. Public hearings were held before the Planning Commission on April 13, 2011 and on May 11, 2011, and also before the City Council on June 6, 2011. Citizens were afforded the opportunity to participate in the public process. Finally, the city council meetings are televised further providing an avenue for awareness of the issue. This process is consistent with the provision for providing an opportunity for citizens to be involved in all phases of this planning process as required by this goal and with implementing administrative rules within Oregon Administrative Rules.

Goal 2 – Land Use Planning: This ordinance amends the Keizer Development Code. The adoption proceeding was conducted in a manner consistent with requirements of the Keizer Comprehensive Plan, Keizer Development Code, and applicable state law. Notice was published in the Keizer Times. Public hearings were conducted before both the planning commission and city council where an opportunity for both verbal and written testimony was provided. No public testimony was received at either the planning commission or the city council's public hearing. Therefore, the proposed revision to the zone code is consistent with this statewide planning goal and administrative rules.

Goal 3 – Farm Land: The purpose of this goal is to protect lands that are designated for agricultural uses. Within the city limits there are only two zones (EFU and SA) which are designated to allow commercial agricultural uses. The amendment involves regulations within the boundaries of the city limits of Keizer. Since the text amendment will only involve lands that are designated Medium Density Residential it will not affect either the EFU or the SA zoned lands. Therefore, the proposed amendment will comply with the Farm Land Goal and with any implementing administrative rules.

Goal 4 – Forest Land: The intent of this goal is to protect lands that are designated for commercial forest uses. There are no lands designated within the city limits to allow for commercial forestry. Also, there are no commercial forest lands near or adjacent to Keizer. The amendment to Sections 2.104,

2.431, 3.101, and 3.202 KDC does not involve any land which is designated as forest land, nor will it impact the use of any forest lands. Therefore, this Goal and implementing administrative rules are not applicable to the proposed zone code amendments.

Goal 5 – Natural Resources: The intent of the Natural Resources Goal is to protect various natural resources such as wetlands, waterways, big game habitat, etc. The city established a Resource Conservation overlay zone to maintain, preserve and protect the natural features adjacent to Claggett Creek. The proposed amendments to the zone code regulations will not affect any of the city's natural resources protection regulations nor the lawful use of any properties that are within this overlay zone. In particular, two of the proposed amendments outline the process needed to hear a public hearing for a proposed nursing and residential care facility on an RM zoned property. Therefore, the amendments will be consistent with this goal and with administrative rules designed to implement this goal.

Goal 6 – Air, Water and Land Quality: The intent of this goal is to protect the city's air, water and land qualities. The city provides its residents with city water from groundwater sources. New construction is required to be connected to the established sanitary sewer system thereby reducing the likelihood of groundwater contamination from failing on-site septic systems. The city has storm water regulations which are geared to maintain water quality in Willamette River or any local streams. Land quality is preserved through the city's erosion control regulations and through zone code development regulations. Air quality is preserved through the city development code regulations which limit certain types of uses in certain zones. Primarily, air quality regulations will continue to be enforced by the appropriate state agencies which govern air emission standards. The revision to the city's zone code regulations will have no impact on the quality of air, water, or land resources and so complies with this goal and with administrative rules that implement this goal.

Goal 7 – Natural Hazards: The purpose of this goal is to protect life and property from hazards resulting from flooding, steep slopes or other natural occurrences. The city has floodplain regulations that govern the placement of structures within identified 100-year floodplains within the city limits. A floodplain is the area that is adjacent to a body of water which may be subject to periodic inundation. In Keizer, these are primarily located along the Willamette River and smaller streams such as Claggett Creek. The floodplains have been mapped by the federal government. With the exception of areas removed from the 100-year floodplain through the Letter of Map Amendment the 100-year floodplain is the area of greatest concern. While this area is referred to as a 100-year floodplain it is because it has a statistical probability of having a 1% chance of flooding in any one year. The last major 100 year flood event was the 1964 flood. By contrast, the 1996 flood was not a 100 year flood event for

Keizer, although clearly there was a significant amount of water flowing through parts of Keizer during that flood event. The intent of the floodplain regulations is to minimize the loss of life and property damage by preventing development, elevating structures above the flood elevation, or flood proofing structures in the floodplain. Only in the area identified as a floodway will most forms of development be prohibited. The floodway is that area that is generally the channels of rivers and streams which during a flood event will experience very significant water depth and velocity flows. Upon development of an RM designated the property for a use permitted in Section 2.431 would still require that the development comply with the city's floodplain regulation and any other natural hazard regulations enforced by the city if the property is within a designated 100-year floodplain. The revision to the zone code will neither impact this goal nor any administrative rules.

Goal 8 – Recreation: This goal requires the city to identify and plan for the current and future recreation needs of the residents of the city. The city has an adopted Parks and Recreation Master Plan that inventories the parks, playgrounds, and other recreational opportunities within the city limits and also plans for the city's future park and recreation needs. The proposed amendments to the city's regulations will not have a direct impact on the recreational activities or uses within the city. It will allow a process to be established that would permit through the conditional use process a nursing and residential care facility in an RM zone subject to meeting the standards in Section 2.431. Therefore, the amendments will not impact either this goal or any administrative rules that implement it.

Goal 9 – Economic Development: The intent of this goal is to ensure that the city plans for its overall economic vitality. The city is currently engaged with Marion and Polk Counties and with the City of Salem to conduct a planning study of an economic opportunity analysis for the Salem – Keizer regional area. The intent of this study is to identify potential economic opportunities facing the region so as to better plan to take advantage of these economic opportunities. Since this is a legislative matter and there is no actual application for a memory care facility it is impossible to accurately assess the impact which may result from this text amendment. With the result of this amendment being the construction and development of a nursing and residential care facility it can be argued that the text amendment will have a positive impact on the local economy since it will result in increased employment opportunities within the city which is a priority of the regional economic opportunities analysis. Therefore, the proposal is consistent with this goal and with all administrative rules.

Goal 10 – Housing: This goal requires the city to plan and provide for the housing needs of its residents. The intent of the proposed text amendment is to allow the option for the development of some RM designated lands with nursing and residential care facilities that will serve the needs of patients who will reside

at this type of facility. Because the patients will reside at the facility it will provide for the housing needs of the city's residents. The city is currently engaged in a housing needs analysis that will identify the projected 20 year housing needs for the city. While this is primarily focused on single family and multi-family types of housing needs institutional housing also fits into the city long range housing needs although it is clearly a smaller percentage of the projected need. The proposed amendments to Sections 2.104, 2.43331, 3.101, and 3.202 KDC will help to positively impact both this goal and any related rules.

Goal 11- Public Facilities and Services: The intent of this goal is to develop a timely, orderly and efficient arrangement of public facilities and services necessary to serve the residents of Keizer. The city provides its residents with water, sanitary sewer, has an established street system, administrative and police and public safety also are provided by the city. Fire protection services will continue to be provided by the Keizer Fire District or Marion County Fire District #1 depending on which district the land proposed to be annexed is located. It is not possible to determine the full impacts on the city street system, administrative and police service and other services that might result from this text amendment or the impacts to the city's public facilities and services the proposed amendment to Sections 2.104, 2.431, 3.101, and 3.202 KDC. Any impacts will be determined in a case by case analysis through the conditional use process, and so this goal and any rules are satisfied.

Goal 12 – Transportation: The city has an adopted Transportation System Plan that describes the city's transportation systems. This system includes streets, transit bike, and pedestrian systems. It is not possible to determine the full impacts on the city street system, administrative and police service and other services that might result from this text amendment or the impacts to the city's public facilities and services the proposed amendment to Sections 2.104, 2.431, 3.101, and 3.202 KDC. Any impacts will be determined in a case by case analysis through the conditional use process, and so this goal and any rules are satisfied.

Goal 13 – Energy Conservation: This goal seeks to maximize the conservation of energy. All new construction requires compliance for review to applicable energy conservation standards. The proposed zone code text amendments will have not impact this goal nor any of the implementing administrative rules.

Goal 14 – Urbanization: The intent of this goal to provide for an orderly and efficient transition from rural to urban land use. The city has an adopted Comprehensive Plan and zone code that complies with the goal. The proposed text amendment to Section 2.104 will allow nursing and residential care facilities as a conditional use subject to standards within Section 2.431. Sections 3.101 and 3.202 modify the process necessary to allow the planning

commission to be able to have a public hearing for a conditional use permit for a nursing and residential care facility. The proposed zone code revisions will have no impact on the intent of this goal as it only will involve land that is within the city limits and not the use of land being transitioned from rural to urbanized uses.

Goal 15 – Willamette River: This goal seeks to protect, conserve, maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River. While the Willamette River is located along the western flanks of Keizer the proposed text amendments will not impact the Willamette River. The revisions to the city’s requirements in Sections 2.104, 2.431, 3.101, and 3.202 KDC will have no impact on the ability of the city to regulate uses along the river or the Willamette River overlay zone regulations and so this goal is not applicable.

Goal 16 (Estuarine Resources), Goal 17 (Coastal Shorelands), Goal 18 (Beaches and Dunes), and Goal 19 (Ocean Resources) govern areas along the ocean. Since Keizer is not located along the coast these goals are not applicable

In consideration of the above findings, the proposed zone code revision to Sections 2.104, 2.431, 3.101, and 3.202 complies with all applicable statewide land use goals and with all applicable administrative rules which implement the relevant goal.

5. **Section 3.111.04.D - The amendment is appropriate as measured by at least one of the following criteria:**

- a. It corrects identified error(s) in the previous plan.
- b. It represents a logical implementation of the plan.
- c. It is mandated by changes in federal, state, or local law.
- d. It is otherwise deemed by the council to be desirable, appropriate, and proper.

FINDINGS: The proposed amendments are intended in part to correct several identified errors within the existing regulations. Section 2.104 (Medium Density Residential) is proposed to be revised to allow Residential Care Facilities exceeding 16 residents, or uses listed in SIC 805 (Nursing and Personal Care) as a conditional use. The Planning Commission determined that the original proposal was too broad in the range of potential uses that could be allowed and so it has been scaled back. The proposal before the council is limited to allow “memory care” and similar type of uses but not allow hospitals, doctor’s office, sex-offender treatment facilities, etc. Prior to locating a new facility in an RM zone the applicant will need to obtain conditional use approval by the city. A new section (2.431) contains the standards and outlines the process used to review such a proposal.

The standards include:

- Need for the facility shall be identified.

- A traffic impact analysis if determined to be required shall be provided and measure(s) to mitigate any impact(s) provided.
- Access limited to an arterial street.
- Require that the land is of sufficient size to accommodate the use.
- That the use will not unreasonably impact uses in the neighborhood.
- Adequate buffering and screening is provided to mitigate any impacts on adjacent properties.

While there are no Comprehensive Plan goals or policies that offer guidance it is determined that the proposed amendment to the zone code represents a logical implementation of the Keizer Comprehensive Plan. The proposed amendment is not mandated by any federal, state, or local laws. The City Council has, by this adoption, determined that the text revision to Sections 2.104, 2.431, 3.101, and 3.202 KDC is desirable, appropriate, and proper. As such, the proposal complies with this criterion.

2.104 MEDIUM DENSITY RESIDENTIAL (RM)

2.104.01 Purpose

The RM (MEDIUM DENSITY RESIDENTIAL) zone is primarily intended for multiple family development on a parcel, or attached dwellings on separate lots, at medium residential densities. Other uses compatible with residential development are also appropriate. RM zones are located in areas designated Medium and High Density Residential in the Comprehensive Plan. They are suited to locations near commercial areas and along collector and arterial streets where limited access is necessary so that traffic is not required to travel on local streets through lower density residential areas. (5/98)

2.104.02 Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance, are permitted in the RM zone:

- A. **Detached single family dwelling** on a lot. (5/98)
- B. **Residential homes and facilities.** (5/98)
- C. **Buildings with two or more dwelling units.** (5/98)
- D. **Combination of permitted attached or detached dwellings** on a lot. (5/98)
- E. **Child day care service**, including family day care provider, for 12 or fewer children. (5/98)
- F. **Public or private utility substation**, but excluding communication towers and electrical substations. (5/98)
- G. **Child foster home** for five or fewer children. (6/99)

2.104.03 Special Permitted Uses

The following uses, when developed under the applicable development standards in the Ordinance and special development requirements, are permitted in the RM zone:

- A. **Partitions**, subject to the provisions in Section 2.310. (5/98)
- B. **Subdivision**, subject to the provisions in Section 2.310. (5/98)
- C. **Planned unit development**, subject to the provisions in Section 2.311. (5/98)

- D. **Accessory structures** and uses prescribed in Section 2.203.02. (5/98)
- E. Transit Facilities (Section 2.305). (Ordinance No. is 2009-586, 5/09)
- F. The following special uses subject to the applicable standards in Section 2.4:
 - 1. **Shared housing facilities** (Section 2.403). (5/98)
 - 2. **Zero side yard dwelling units** (Section 2.404). (5/98)
 - 3. **Home occupations** (Section 2.407). (5/98)
 - 4. **Bed and breakfast** establishments (Section 2.408). (5/98)
 - 5. **Residential sales offices** (Section 2.409). (5/98)
 - 6. **Public golf course** (7992) or membership recreation club having golf course (7997) (Section 2.410). (5/98)
 - 7. **House of Worship** (Section 2.423). (5/98)
 - 8. **Boat and RV storage area** (Section 2.411). (5/98)
 - 9. **Manufactured home parks** (Section 2.405). (5/98)
 - 10. **Manufactured homes** on individual lots (Section 2.402) (5/98)
 - 11. **Accessory commercial uses** (Section 2.416). (5/98)
 - 12. **Recreational vehicle storage space** (Section 2.413). (5/98)
 - 13. **Electrical substation** (Section 2.426). (5/98)
 - 14. **Wireless Telecommunications Facilities (Section 2.427)** (5/98)

2.104.04 Conditional Uses

The following uses may be permitted subject to obtaining a conditional use permit:

- A. **Schools** (8211) (Section 2.424). (5/98)
- B. **Public parks, playgrounds, community clubs** including swimming, tennis and similar recreational facilities, and other public and semi-public uses. (5/98)
- C. **Child day care** service for 13 or more children. (5/98)

- D. **Civic, social and fraternal organizations** (864). (5/98)
- E. **Rooming and boarding houses** (702). (5/98)
- F. **Water supply** (494). (5/98)
- G. **Child foster home** for six, seven or eight children, provided such home:
1. Is properly accredited by the Council on Accreditation on Child and Family Programs;
 2. Be located on a lot of no less than 16,000 square feet;
 3. The lot shall be located on an arterial or major collector street;
 4. Shall be no less than 2,400 square feet in size, excluding attached garages, carports, patios, and all unfinished space;
 5. Shall have setbacks for all structures of no less than 16 feet on each side and 30 feet along the back of the property;
 6. Shall have usable paved off-street parking for no less than 6 vehicles, plus one additional usable off-street paved parking space is to be provided for each foster child that owns or is the principal driver of any vehicle;
 7. At least on half of the lot area (no less than 8,000 square feet) shall consist of open space, grass and landscaping, including landscaping area at least 8 feet wide for permanent visual screening along the sides and back of the property. (which landscaping along sides and back of the property shall be designed for a minimum height of no less than 6 feet after five years) Decks, patios, paved areas, and parking areas, (paved or unpaved) shall not be included when calculating the amount of required open space, grass and landscaping.
 8. Is not located within one-half (1/2) mile of another child foster home of six to eight children, as measured between the closest lot lines of the existing child foster home and the proposed child foster home.
- All child foster homes shall meet all applicable laws and regulations, including, but not limited to, applicable building codes. (6/99)
- H. **Transit Station** (Section 2.429). (Ordinance No. is 2009-586, 5/09)
- I. **Residential Care Facilities for more than 15 residents or uses noted in SIC 805 (Nursing and Personal Care Facilities) (Section 2.431)**

2.104.05 Dimensional Standards

A. Minimum Lot Dimension and Height Requirements

DIMENSION	Single Family	Duplex	Multi-Family	Non-Residential
Lot Size	4,000 sq. ft. (1)(2)	6,000 sq. ft.	9,000 sq. ft. (3)	(4)
Average Width	40 feet	50 feet	50 feet	None
Average Depth	70 feet	80 feet	80 feet	None
Maximum Height	35 feet	35 feet	35 feet	(5)

- (1) *Newly created lots or parcels less than 5000 square feet in area shall be limited to zero lot line dwellings (2.404). (5/98)*
- (2) *A single family dwelling attached on one side has a minimum lot area of 3500 square feet, and a single family dwelling attached on both sides has a minimum lot area of 3000 square feet. (5/98)*
- (3) *Multi-family development must comply with the density standard in Section 2.104.06.1. (5/98)*
- (4) *Parcel size shall be adequate to contain all structures within the required yard setbacks. (5/98)*
- (5) *50 Feet - Required setbacks shall increase 1 foot for every foot the height exceeds 35 feet. (5/98)*

B. Minimum Yard Setback Requirements

SETBACKS	Single Family	Duplex	Multi-Family	Non- Residential
Front	10 feet	10 feet	10 feet	20 feet
Side	(1)	5 feet	10 feet	10 feet
Rear	(2)	(2)	(2)	20 feet
Street-side (3)	10 feet	10 feet	10 feet	20 feet
Garage entrance (4)	20 feet (4)	20 feet (4)	20 feet (4)	20 feet (4)

- (1) *Zero side yard dwelling units are subject to the setback provisions in Section 2.404. (5/98)*

- (2) *The rear yard setback shall be as follows: 14 feet for a 1-story single family home, duplex, or multi-family building; 20 feet for a 2-story single family home, duplex, or multi-family building. Setbacks are to be measured from the architectural rear of the building regardless of the building's orientation to exterior property lines.* (06/07)
- (3) *Setbacks are measured from property lines, not easement lines. However, no structure shall be placed any closer than five feet from the edge of an access easement or 20 feet from the right-of-way of an arterial or collector street.* (5/98)
- (4) *The garage entrance setback shall be measured from the property line or edge of private access easement to the entrance of the garage. The centerline of the driveway shall be measured if the driveway to the garage entrance is not perpendicular to the property line or private access easement. In no case shall a garage be set back less than the minimum front, side, and rear setbacks.* (5/98)

2.104.06 Development Standards

All development in the RM Zone shall comply with the applicable provisions of this Ordinance. The following includes referenced items as well as additional development requirements:

- A. **Off Street Parking:** Parking shall be as specified in Section 2.303. (5/98)
- B. **Design Standards** - Unless specifically modified by provisions in this Section, buildings located within the RM zone shall comply with the following standards: (5/98)
 1. Single family homes shall comply with the design standards in Section 2.314. (5/98)
 2. Residential structures with four or more attached dwelling units and non-residential structures shall comply with the provisions in Section 2.315 - Development Standards. (5/98)
- C. **Subdivisions and Partitions:** Land divisions shall be reviewed in accordance with the provisions of Section 2.310. (5/98)
- D. **Yards and Lots:** Yards and lots shall conform to the standards of Section 2.312. (5/98)
- E. **Signs:** Signs shall conform to the requirements of Section 2.308. (5/98)
- F. **Accessory Structures:** Accessory structures shall conform to requirements in Section 2.313. (5/98)

- G. **Landscaping:** A minimum of 25% of the property shall be landscaped, including all required yards. Landscaped areas shall be landscaped as provided in Section 2.309. (5/98)
- H. **Lot Coverage:** The maximum coverage allowed for buildings, accessory structures and paved parking shall be 75%. (5/98)
- I. **Density:** Subdivisions and multi-family development within the RM zone shall comply with the following density requirements:
 - 1. For property designated Medium Density in the Comprehensive Plan, the minimum density shall be 6 units per acre; the maximum density shall be 10 units per acre. (5/98)
 - 2. For property designated Medium-High Density in the Comprehensive Plan, the minimum density shall be 8 units per acre; the maximum density shall be 22 units per acre. (5/98)

2.431.01 Overview

Residential Care Facilities that are over 15 residents, or uses that are listed in SIC 805 (Nursing and Personal Care Facilities) are uses that provide limited medical care, nursing and personal care where the patients reside at the facility. An application to place this type of facility is processed as a conditional use permit, however the application shall be reviewed directly by the Planning Commission.

2.431.02 Review Procedure

The procedure for approving a Conditional Use Permit for these types of uses is set forth in Section 3.101.03(B). The application is a Type II – B action. Staff has an advisory role. The Zoning Administrator shall make a recommendation to the Planning Commission for public hearing and decision bypassing the Hearings Officer. Public notice and a public hearing are provided. Section 3.204.02 lists the notice requirements. Section 3.206 sets forth the hearings process. (05/09)

2.431.03 Submittal Requirements

The applicant shall submit evidence addressing the criteria set forth below addition to the requirements in Section 3.103, and all other submittal requirements as outlined in Section 3.201.

2.431.04 Criteria

Where permitted as a conditional use, in addition to the requirements in Section 3.103, shall meet the following criteria:

- A. Need for the facility at the proposed location shall be identified.
- B. If determined, as noted in Section 2.301, to be warranted a traffic impact analysis shall be provided and proposed measure(s) to mitigate any impact(s) on surrounding properties and streets shall be identified.
- C. A facility shall have access provided to an arterial street.

D. As conditioned, the facility will not unreasonably impact existing or planned uses in the neighborhood of the subject property.

E. A facility will be required to provide adequate buffering and screening to mitigate any impacts on adjacent properties.

The Planning Commission has the authority to determine whether the application satisfies the applicable criteria. An application may be approved, approved with conditions, or denied.

3.101 SUMMARY OF APPLICATION TYPES

There are four types of development permits and land use actions, each with its own procedures as found in Chapter 3.2. (5/98)

3.101.01 Type I Action - Summary

Type I actions are administrative reviews processed by the City staff according to the procedures found in Section 3.202.01, 02 & 03. The review standards are generally clear and objective and allow little or no discretion. This process is further divided into four parts: (3/10)

- A. Type I-A: A ministerial action reviewed by staff based on clear and objective standards. Conditions may be placed on the decision and notice of the decision is sent only to the applicant. Appeal is to the Hearings Officer. The following actions are processed under the Type I-A procedure: (2/01)
 - 1. Signs (excluding variances or conditional uses) (5/98)
 - 2. Temporary Use Permit (3/10)
- B. Type I-B: A ministerial action reviewed by staff based on generally clear and objective standards with some discretion afforded to staff. Conditions may be placed on the decision and notice is sent to the applicant and property owners within the required notice area. Appeal is to the Hearings Officer. The Zoning Administrator may refer any application to the Hearings Officer or the City Council for public hearing and decision. The following actions are processed under the Type I-B procedure: (5/98)
 - 1. Variance (Minor and Sign) (Ord 2005-533 11/2005)
 - 2. Lot Line Adjustment (5/98)
 - 3. Conditional Use (except Transit Station) (05/09)
 - 4. Partitions (5/98)
 - 5. Greenway Development Permit (2/01)
 - 6. Floodplain Development Permit (including Floodplain Development Permit Variance) (3/10)
- C. Type I-C: A ministerial action reviewed by staff based on generally clear and objective standards with some discretion afforded to staff. Conditions may be placed on the decision and notice is sent to the applicant. Appeal is to the Planning Commission. Notice is sent to property owners within the required notice area for public hearing. The Zoning Administrator may

refer any application to the Planning Commission or the City Council for public hearing and decision. The following action is processed under the Type I-C procedure:

1. Development Review (2/01)

- D. Type I-D: A ministerial action reviewed by staff based on generally clear and objective standards with some discretion afforded to staff. Conditions may be placed on the decision and notice is sent to the applicant and property owners within the required notice area. Appeal is to the Planning Commission. The Zoning Administrator may refer any application to the Planning Commission or City Council for public hearing and decision. The following actions are processed under the Type I-D procedure: (07/07/03)

1. Variance (Major) (07/07/03)

3.101.02 Type II Actions - Summary

- A. A Type II action is a quasi-judicial review in which the Hearings Officer applies a mix of objective and subjective standards that allow considerable discretion. A Type II action follows the procedures found in Section 3.202.04. Staff has an advisory role. The Zoning Administrator may refer any application to the City Council for public hearing and decision bypassing the Hearings Officer. Public notice and a public hearing are provided. Section 3.204 lists the notice requirements. Appeal of a Type II decision is to the City Council. The following actions are processed under a Type II procedure: (2/01)

1. Subdivision (5/98)

2. Planned Unit Development (5/98)

3. Manufactured Home Parks (5/98)

- A.B** Type II-B: A quasi-judicial action in which the City Council applies a mix of objective and subjective standards that allow considerable discretion. Type II-B actions follow the procedures found in Section 3.204.02. Staff has an advisory role. The City Council shall hold a public hearing and make the decision instead of the Hearings Officer. Public notice and a public hearing are provided. Section 3.202 lists the notice requirements. Section 3.206 sets forth the hearings process. The following actions are processed under a Type II-B procedure: (2/03)

1. Transit Station (5/09)

- C.** Type II-B: A quasi-judicial action in which the Planning Commission applies a mix of objective and subjective standards that allow considerable discretion. Type II-B actions follow the procedures found in Section

3.204.02. Staff has an advisory role. The Planning Commission shall hold a public hearing and make the decision instead of the Hearings Officer. Public notice and a public hearing are provided. Section 3.202 lists the notice requirements. Section 3.206 sets forth the hearings process. The following actions are processed under a Type II-B procedure:

1. Nursing and Residential Care Facilities

3.101.03 Type III Actions - Summary

A Type III action is a quasi-judicial process in which the City Council applies a mix of objective and subjective standards. A Type III action follows the procedures found in Section 3.202.04. Staff and the Hearings Officer have advisory roles for Comprehensive Plan Map Amendments and Zone Changes. Staff and Planning Commission have advisory roles for Annexations. Public notice is provided and public hearings are held before the Hearings Officer, Planning Commission and City Council as determined by the application. Section 3.204 lists the notice requirements. In addition to applications by private parties, the City Council, by resolution, may initiate a Type III action. Appeal of the decision is to the Land Use Board of Appeals (LUBA). The following actions are processed under a Type III procedure: (2/01)

- A. Comprehensive Plan Map Amendments (involving 5 or fewer adjacent land ownerships) (5/98)
- B. Zone Changes (involving 5 or fewer adjacent land ownerships) (5/98)
- C. Annexation (5/98)
- D. Keizer Station Master Plans which may include Subdivision and Partitioning (4/10)

3.101.04 Type IV Actions - Summary

A Type IV action is a legislative review in which the City considers and enacts or amends laws and policies. A Type IV action follows the procedures found in Section 3.203. Private parties cannot apply for a Type IV action; it must be initiated by City staff, Planning Commission, or City Council. Public notice and hearings are provided in a Type IV process. The following actions are processed under a Type IV procedure: (2/01)

- A. Text Amendments to the Comprehensive Plan (5/98)
- B. Text Amendments to the Development Code (5/98)
- C. Enactment of new Comprehensive Plan or Development Code text (5/98)

- D. Comprehensive Plan Map Amendments (involving more than 5 adjacent land ownerships, or, non-adjacent properties) (5/98)
- E. Zone Changes (involving more than 5 adjacent land ownerships, or, non-adjacent properties) (5/98)

LAND USE APPLICATION PROCESS (4/10)

LAND USE ACTION	TYPE	STAFF	HEARINGS OFFICER	PLANNING COMMISSION	CITY COUNCIL
Signs, Temporary Use	I-A	Final Decision	Appeal of Staff Decision		Appeal of H.O. decision
Floodplain Development Permit (including Floodplain Development Permit Variances) (3/10)	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. decision
Greenway Development Permit	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. Decision
Conditional Use (except Transit Station) (05/09)	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. Decision
Variance (Minor and Signs)	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. Decision
Lot Line Adjustment	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. Decision
Partition	I-B	Final Decision	Appeal of Staff Decision		Appeal of H.O. Decision
Transit Station (05/09)	II-B	Recommendation to City Council			Final Decision
<u>Nursing and Residential Care Facilities</u>	<u>II-B</u>	<u>Recommendation to Planning Commission</u>		<u>Final Decision</u>	<u>Appeal of Plan Comm Decision</u>

LAND USE ACTION	TYPE	STAFF	HEARINGS OFFICER	PLANNING COMMISSION	CITY COUNCIL
Development Review	I-C	Final Decision		Appeal of Staff Decision	Appeal of Planning Commission Decision
Variances (Major)	I-D	Final Decision		Appeal of Staff Decision	Appeal of Planning Commission Decision
Subdivision	II	Recommendation to Hearings Officer	Final Decision		Appeal of H.O. Decision
Planned Unit Development	II	Recommendation to Hearings Officer	Final Decision		Appeal of H.O. Decision
Manufactured Home Park	II	Recommendation to Hearings Officer	Final Decision		Appeal of H.O. Decision
Comprehensive Plan Map Amendment	III	Recommendation to Hearings Officer	Recommendation to City Council		Final Decision
Zone Change	III	Recommendation to Hearings Officer	Recommendation to City Council		Final Decision
Annexation	III	Recommendation to Planning Commission		Recommendation to City Council	Final Decision
Keizer Station Master Plan Review	III	Recommendation to Planning Commission		Recommendation to City Council	Final Decision
Text Amendments; Legislative Zone and Comprehensive Plan Map Changes	IV	Recommendation to Planning Commission		Recommendation to City Council	Final Decision

3.202 GENERAL PROCEDURES – TYPES I, II, AND III ACTIONS

3.202.01 Procedure for Type I-A Review

(Type 1-A: Temporary Use Permit, Signs excluding variances or conditional uses)
(3/10)

Applications subject to a Type I-A administrative review shall be reviewed and decided by the Zoning Administrator. (5/98)

- A. Initial Review. Upon receipt of an application for a Type I-A land use action, the City staff shall review the application for completeness. (5/98)
 - 1. Incomplete applications shall not be reviewed until the applicant has submitted all required information. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of processing the application and all related timing provisions either:
(5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (5/98)
 - 2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (5/98)
- C. Staff Review. Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; (5/98)
- D. Conditions. Approvals of a Type I-A action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (2/01)
 - 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following:
(2/01)
 - a. Ensure that the standards of the development code are met; or, (2/01)

- b. Fulfillment of the need for public service demands created by the proposed use. (2/01)
- 2. Changes of alterations of conditions shall be processed as a new administrative action. (2/01)
- E. Notice. Notice shall be provided to the applicant consistent with Section 3.204.01. (5/98)
- F. Appeals. A Type I-A land use decision may be appealed by the applicant to the Hearings Officer, except that Site plan Reviews shall be appealed to the Planning Commission. The appeal shall be filed within 10 days from the date of mailing of the decision, pursuant to the provisions of Section 3.205. (5/98)
- G. Final Decision. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05 (2/01)

3.202.02 Procedure for Type I-B and I-D Review

(Type I-B: Minor Variance, Lot Line Adjustment, Conditional Use, Partition, Greenway Development Permit, Floodplain Development Permit, including Floodplain Development Permit Variances) (Type I-D Major Variance) (3/10)

Applications subject to administrative review shall be reviewed and decided by the Zoning Administrator. (5/98)

- A. Initial Review. Upon receipt of an application for a Type I-B or I-D land use action, the City staff shall review the application for completeness. (07/03)
 - 1. Incomplete applications shall not be reviewed until the applicant has submitted all required information. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either: (5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (5/98)
 - 2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (5/98)
- C. Agency Referrals. Referrals may be sent to interested agencies such as City departments, police and fire departments, school district, utility companies, and

applicable city, county, and state agencies at the Director's option. Referrals will be sent to affected neighborhood associations. (5/98)

- D. **Staff Review.** Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; The Administrator shall have the option of referring a type I-B application to the Hearings Officer or City Council for the initial decision. The Administrator shall have the option of referring a type I-D application to the Planning Commission or City Council for the initial decision. (07/03)
- E. **Conditions.** Approvals of a Type I-B and I-D action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (07/03)
 - 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (2/01)
 - a. Ensure that the standards of the development code are met; or, (2/01)
 - b. Fulfillment of the need for public service demands created by the proposed use. (5/98)
 - 2. Changes of alterations of conditions shall be processed as a new administrative action. (5/98)
 - 3. Performance bonding to comply with applicable conditions of approval shall comply with the provisions in Section 3.202.05B. (2/01)
- F. **Notice.** Notice of the decision shall comply with the provisions in Section 3.204.01. (5/98)
- G. **Appeals.** A Type I-B land use decision may be appealed to the Hearings Officer, by either the applicant or persons receiving notice of the decision. A Type I-D land use decision may be appealed to the Planning Commission, by either the applicant or persons receiving notice of the decision. (07/03)

The appeal shall be filed within 10 days from the date of the mailing of the decision, pursuant to the provisions of Section 3.205. (5/98)
- H. **Time Limit.** The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05. (5/98)

3.202.03 Procedure for Type I-C Review

- A. Initial Review. Upon receipt of an application for a Type I-C land use action, the City staff shall review the application for completeness. (2/01)
 - 1. Incomplete applications shall not be scheduled for Type I-C review until all required information has been submitted by the applicant. (2/01)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (2/01)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either:
processing the application and all related timing provisions either: (2/01)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information; (2/01)
 - 2. On the 31st day after the original submittal the application shall be deemed complete for review purposes. (2/01)
- C. Staff Review. Within thirty (30) days of receipt of a complete application or such longer period mutually agreed to by both staff and the applicant, staff shall review the application and shall make a decision based on an evaluation of the proposal and on applicable criteria as set forth in this Ordinance; (2/01)
- D. Conditions. Approvals of a Type I-C action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (2/01)
 - 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (2/01)
 - a. Ensure that the standards of the development code are met; or, (2/01)
 - b. Fulfillment of the need for public service demands created by the proposed use. (2/01)
 - 2. Changes of alterations of conditions shall be processed as a new administrative action. (2/01)
- E. Notice. Notice shall be provided to the applicant consistent with Section 3.204.01. (2/01)

- F. Appeals. A Type I-C land use decision may be appealed by the applicant to the Planning Commission. The appeal shall be filed within 10 days from the date of mailing of the decision, pursuant to the provisions of Section 3.205. (2/01)
- G. Final Decision. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05 (2/01)

3.202.04 Procedures for Type II and Type III Actions

*(Type II. Subdivision, Planned Unit Development and Manufactured Home Parks),
(Type II-B. Conditional Use for Nursing and Residential Care Facilities - Planning
Commission decision)*

(Type II-B. Transit Station – City Council decision)

*(Type III. Annexation, Zone Changes involving 5 or fewer adjacent land ownership
and Comprehensive plan Map Amendments involving 5 or fewer adjacent land
ownerships, and Keizer Station Master Plan Review which may include Subdivision
and Partitioning)* (4/10)

- A. Initial Review. Upon receipt of an application for Type II or Type III land use action, the City staff shall review the application for completeness. (5/98)
 - 1. Incomplete applications shall not be scheduled for Type II or Type III review until all required information has been submitted by the applicant. (5/98)
 - 2. If incomplete, the applicant shall be notified and provided additional time of up to 30 days to submit supplemental information as necessary. (5/98)
- B. Complete Application. The application shall be deemed complete for the purposes of scheduling the hearing and all related timing provisions either: (5/98)
 - 1. Upon receipt of the additional information; or, if the applicant refuses to submit the information;
 - 2. On the 31st day after the original submittal the application shall be deemed complete for scheduling purposes only. (5/98)
- C. Agency Referrals. Referrals will be sent to interested agencies such as City departments, police and fire districts, school district, utility companies, and applicable city, county, and state agencies. Affected jurisdictions and agencies could include the Department of Environmental Quality, The Oregon Department of Transportation, Salem-Keizer Transit District, and the City of Salem. Notice of projects affecting state transportation facilities will be sent to ODOT. Referrals will be sent to affected neighborhood associations. (07/09)
- D. Public Hearing. The Public Hearing shall be scheduled and notice shall be mailed to the applicant and adjacent property owners. Notice requirements shall comply with Section 3.204.02. (5/98)

- E. Staff Review. Staff shall prepare and have available within 7 days of the scheduled hearing a written recommendation concerning the proposed action. This report shall be mailed to the applicant and available at City Hall for all interested parties. The Zoning Administrator may refer the initial decision to the City Council. (5/98)
- F. Notice of Application. Notice of a subdivision application shall be mailed to owners of property within 250 feet of the site and neighborhood association representatives. The notice to owners and neighborhood association members will invite the submittal of written comments on the proposal to the City within 10 days. (01/02)
- G. Hearings Procedures. The public hearing ~~before the Hearings Officer~~ shall comply with the provisions in Section 3.205 or Section 3.206. (2/01)
- H. Conditions. Approvals of any Type II or Type III action may be granted subject to conditions. The following limitations shall be applicable to conditional approvals: (5/98)
 - 1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following: (5/98)
 - a. Protection of the public from the potentially deleterious effects of the proposed use; or, (5/98)
 - b. Fulfillment of the need for public service demands created by the proposed use. (5/98)
 - 2. Changes of alterations of conditions shall be processed as a new administrative action. (5/98)
 - 3. Performance bonding for applicable conditions shall comply with the provisions in Section 3.202.05B. (2/01)
- I. Notice. The applicant shall be notified, in writing, of the ~~Hearings Officer's~~ decision or recommendation. In addition, notice of the decision shall be mailed to individuals who request such notice at the public hearing, or, by those individuals who submitted a written request for notice prior to the public hearing. (5/98)
- J. Appeals. With the exception of a conditional use for a Transit Station, which is a final decision by the City Council, a Type II land use decision may be appealed to the City Council by either the applicant, persons receiving notice of the

decision or the Administrator. The appeal shall be filed within 10 days from the date of the mailing of the decision, pursuant to the provisions of Section 3.205. Type III land use applications are automatically reviewed by the City Council. (5/98)

- K. Time Limit. The final land use decision, including all appeals, shall be completed within 120 days as per the requirements in Section 3.202.05. (2/01)

3.202.05 Special Procedural Requirements

A. 120 Day Time Limit

If for any reason it appears that such final action may not be completed within the 120 day period, unless the applicant voluntarily extends the time period, the following procedures shall be followed regardless of other processes set forth elsewhere in this Ordinance. (5/98)

1. The City staff shall notify the City Council of the timing conflict by the 95th day. The City Council shall, in accordance with its own procedures, set a time for an emergency meeting within the 120 day period. (5/98)
2. Public notice shall be mailed to affected parties as specified in Section 3.204.02. (5/98)
3. The City Council shall hold in a public hearing on the specified date, in accordance with the provisions of Section 3.204 and render a decision approving or denying the request within the 120 day period. Such action shall be the final action by the City on the application. (5/98)

B. Performance and Maintenance Bonding (2/01)

Conditions of approval required by the City shall be completed prior to the issuance of any building permit within a residential subdivision or partitioning, or an occupancy permit for any other use. When an applicant provides information which demonstrates that it is not practical to fulfill all conditions prior to issuance of such permit, the City may require a performance bond or other guarantee to ensure compliance with zoning regulations or fulfillment of required conditions. (2/01)

1. Types of Guarantees - Performance guarantees may be in the form of performance bond payable to the City of Keizer, cash, certified check, time certificate of deposit, or other form acceptable to the City. The City Attorney must approve the form and appropriate documents filed with the City Recorder. Agreements may be recorded to restrict building permits. (2/01)

2. Amount of Guarantee - The amount of the guarantee must be equal to at least one-hundred-ten percent (110%) of the estimated cost of the performance. The applicant must provide a written estimate acceptable to the City, which must include an itemized estimate of all materials, labor, equipment and other costs of the required performance. (5/98)
3. Completion of Performance - All improvements shall be completed within one year of filing the performance guarantee. The Administrator may extend this time limit for up to one additional year. (2/01)
4. Maintenance Bonds for public improvements of 40% of the total cost of improvements is required for one year warranty. (2/01)

COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: Amend R2011-2134 to designate \$1400 expenditure to Park Operations Program.

ISSUES: On June 6, 2011 the council passed resolution R2011-2134 which appropriated \$35,000 to the General Fund, General Services program. \$1,400 of this amount was to cover the cost for the Roy Shelton memorial bench to be located at Keizer Rapids Park. The expense should be appropriated to the General Fund – Park Operations budget.

Attachment #1 is a copy of R2011-2134 for Council's comparison.

FISCAL IMPACT:

There is no fiscal impact associated with this amended resolution. The expense will be paid from donations received for the memorial.

RECOMMENDATION: Staff recommends the council adopt the attached resolution approving amendment of R2011-2134.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

EXPENDITURE AUTHORIZATION FOR ART WALK,
ELECTIONS, FOCAL POINT, PARKS,
FACILITY MAINTENANCE

WHEREAS ORS 294 provides that an increase in expenditure is allowed when an occurrence or condition that could not have been foreseen provides a pressing necessity for the expenditure;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Keizer provides the following appropriation is made for fiscal year ending June 30, 2011:

		Adopted/ Amended Budget	Adjustment		Revised Budget
			Increase	Decrease	
General Fund					
Expenditures	General Services	1,162,100	35,000		1,197,100
Revenue		8,860,000	35,000		8,895,000
		10,022,100	70,000		10,092,100
Administrative Services Fund					
Expenditures	Materials & Services	615,800	11,400		627,200
Revenue		2,042,700		11,400	2,054,100
		2,658,500	11,400	11,400	2,681,300
Street Fund					
Expenditures	Materials & Services	603,200	500		603,700
Revenue		3,642,000		500	3,642,500
		4,245,200	500	500	4,246,200
Sewer Fund					
Expenditures	Materials & Services	4,991,900	400		4,992,300
Revenue		5,497,400		400	5,497,800
		10,489,300	400	400	10,490,100
Water Fund					
Expenditures	Materials & Services	1,119,400	1,900		1,121,300
Revenue		3,090,700		1,900	3,092,600
		4,210,100	1,900	1,900	4,213,900
Street Lighting District					
Expenditures	Materials & Services	403,400	100		403,500
Revenue		706,600		100	706,700
		1,110,000	100	100	1,110,200
Storm Water Fund					
Expenditures	Materials & Services	255,100	800		255,900
Revenue		1,075,300		800	1,076,100
		1,330,400	800	800	1,332,000

Funds are needed to pay Election expenses for the March 2011 ballot measure to decide a retail development issue. The initiative was brought to a vote by the Keep Keizer Livable organization.

Funds are needed to pay additional costs to operate and maintain the focal point and to mow the property behind the Volcano Stadium.

Funds are needed to pay Art Walk Stipends; donations were received in FY09-10 and carried over to FY10-11.

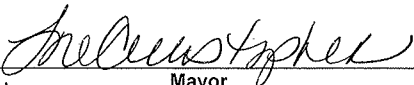
Funds are needed to remove an Art Pad at the Keizer Veterinary Clinic.

Funds are needed to purchase a memorial bench at Keizer Rapids Park; donations were received to cover the cost of the bench.

Funds are needed to purchase janitorial & maintenance supplies, repair the HVAC, & pay utility costs. Certain revenues in each fund have come in above budget to pay the additional expense.

PASSED this 6th day of June, 2011

SIGNED this 6th day of June, 2011



Mayor


City Recorder

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

**CORRECTING ERROR WITH REGARD TO RESOLUTION
R2011-2134; AMENDING RESOLUTION R2011-2134**

WHEREAS, The City Council of the City of Keizer passed Resolution R2011-2134 with regard to expenditure authorization for art walk, elections, focal point, parks, and facility maintenance on June 6, 2011;

WHEREAS, Resolution R2011-2134 was incorrect in that the total appropriation of \$35,000 for the General Fund was listed as General Services expenditures;

WHEREAS, Resolution R2011-2134 should have listed \$1,400 of appropriation as General Fund, Park Operation Expenditures to purchase a memorial bench at Keizer Rapids Park and the remaining \$33,600 as General Fund, General Services Expenditures;

NOW, THEREFORE, BE IT RESOLVED that Resolution R2011-2134 is amended as follows:

		Adopted/ Amended Budget	Adjustment		Revised Budget
			Increase	Decrease	
General Fund					
Expenditures	General Services	1,162,100	33,600		1,195,700
Expenditures	Park Operations	75,700	1,400		77,100
Revenue		8,860,000	35,000		8,895,000
		10,097,800	70,000		10,167,800
Administrative Services Fund					
Expenditures	Materials & Services	615,800	11,400		627,200
Revenue		2,042,700		11,400	2,054,100
		2,658,500	11,400	11,400	2,681,300
Street Fund					
Expenditures	Materials & Services	603,200	500		603,700
Revenue		3,642,000		500	3,642,500
		4,245,200	500	500	4,246,200
Sewer Fund					
Expenditures	Materials & Services	4,991,900	400		4,992,300
Revenue		5,497,400		400	5,497,800
		10,489,300	400	400	10,490,100
Water Fund					
Expenditures	Materials & Services	1,119,400	1,900		1,121,300
Revenue		3,090,700		1,900	3,092,600
		4,210,100	1,900	1,900	4,213,900

Street Lighting District					
Expenditures	Materials & Services	403,400	100		403,500
Revenue		706,600		100	706,700
		1,110,000	100	100	1,110,200
Storm Water Fund					
Expenditures	Materials & Services	255,100	800		255,900
Revenue		1,075,300		800	1,076,100
		1,330,400	800	800	1,332,000

Funds are needed to pay Election expenses for the March 2011 ballot measure to decide a retail development issue. The initiative was brought to a vote by the Keep Keizer Livable organization.

Funds are needed to pay additional costs to operate and maintain the focal point and to mow the property behind the Volcano Stadium.

Funds are needed to pay Art Walk Stipends; donations were received in FY09-10 and carried over to FY10-11.

Funds are needed to remove an Art Pad at the Keizer Veterinary Clinic.

Funds are needed to purchase a memorial bench at Keizer Rapids Park; donations were received to cover the cost of the bench.

Funds are needed to purchase janitorial & maintenance supplies, repair the HVAC, & pay utility costs. Certain revenues in each fund have come in above budget to pay the additional expense.

PASSED this ____ day of _____, 2011

SIGNED this ____ day of _____, 2011

Mayor

City Recorder

CITY COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: COLLECTION AGENCY SERVICES

The City's agreement with Valley Credit Services for collection services expired June 17, 2011. Collection Agency services are needed to pursue collections of delinquent traffic fines owing to the City of Keizer. Professional collection agency services are needed due to limited staff available to follow up on these cases. The collection agency is also used to collect other monies owing to the City, such as delinquent water/sewer accounts.

In April, a request for proposals was distributed and two proposals were received. A subcommittee consisting of the Finance Director, the Assistant Controller, and the Municipal Court Clerk reviewed each proposal. The subcommittee agreed that Valley Credit Service, Inc. would be the best candidate to pursue collections for the City of Keizer. Valley Credit currently is the City's collection agency.

The City does not pay for collection agency services on any new accounts turned over to the collection agency. State statutes allow the collection agency to add a collection fee onto the amount assessed by the City. The maximum fee on the collections is 25% (up to a maximum of \$250) of the City's assessed amount.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into an agreement with Valley Credit Service, Inc. for collection services for the City of Keizer.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING THE CITY MANAGER TO AWARD AND ENTER
INTO AN AGREEMENT WITH VALLEY CREDIT SERVICE INC.
FOR COLLECTION SERVICE FOR THE CITY OF KEIZER

WHEREAS, the City and Valley Credit Services entered into a contract for
collection agency services effective June 17, 2008;

WHEREAS, such contract expired on June 17, 2011;

WHEREAS, a request for proposals was distributed on April 22, 2011;

WHEREAS, on May 6, 2011, two proposals for collection services were received;

WHEREAS, on May 10, 2011, a subcommittee reviewed the proposals and
recommended Valley Credit Service, Inc. to the City Manager as the recommended
proposer;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is hereby authorized to award the contract to and enter into the attached
Contract for Collection Agency Services with Valley Credit Service Inc.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

CONTRACT FOR COLLECTION AGENCY SERVICES

PARTIES: City of Keizer, an Oregon
municipal corporation (hereinafter "City")
Valley Credit Service Inc. (hereinafter "Agency")

RECITALS:

A. On or about April 22, 2011, the City issued its request for proposals to provide collection services for debts owing to the City, including, but not limited to municipal court fines and public utility bills.

B. After a thorough review of the submitted proposals, the subcommittee consisting of the Assistant Controller, the Court Clerk, and the Finance Director recommended Agency to the City Council. Based on such recommendation, the City Council has authorized the City Manager to enter into this Contract.

Now therefore, for good and valuable consideration as set forth herein, the parties agree as follows:

AGREEMENT:

1. TERM. The term of this contract shall be for three (3) years, unless terminated previously pursuant to Section 19.

2. COLLECTION EFFORTS. The Agency shall exercise its best, prudent and lawful efforts to secure collections on all accounts, small as well as large accounts, referred by the City of Keizer. All collection activities shall be in compliance with all Federal and State laws including those set forth in Section 8 below. The Agency shall not initiate any legal action against debtors without the City's prior written authorization.

The City firmly believes in a positive approach in dealing with debtors. The Agency shall not use tactics which may be interpreted as harassment or as demeaning or which may reflect poorly on the City's efforts. The City will review and disallow any collection enforcement procedures not considered consistent with the City's desires. However, this shall not be construed as the City making a judgment on the legality of methods employed by the Agency. The Agency shall be solely responsible for complying with all laws regulating collection enforcement methods.

3. RECORDS. The Agency shall maintain a complete accounting of each account referred by the City, including a detailed account of all collection efforts or actions taken. These shall remain on file for a period of no less than three (36) years after termination of collection actions on each account.

4. ACCOUNT REFERRALS/METHODS. The City shall assign accounts to the Agency at such times and in such numbers and ratios as the City determines. The City shall provide the name of the responsible party, the last known address, citation or account number, balance due, and any other pertinent information in regards to the account.

5. CONFIDENTIALITY. The Agency shall maintain confidential all documents and information provided to the Agency by the City of Keizer, except as to disclosure required by Federal and State laws and regulations.

6. REMITTANCE AND REPORTING. The Agency shall submit a report on a monthly basis regarding the status of each account referred, the specific action taken on each account during the month, the current balance owing, the amount collected during the month, and the age of the account since referral. The Agency shall advise the City on a daily basis of any account paid in full.

The Agency shall collect and deposit any payments from the debtors in the Agency's trust account no later than the next banking day after receipt by Agency, or in the case of a postdated check, on the next banking day following the date of the check. Agency shall be solely responsible for any refused or "charged back" checks and City shall not refund any amounts to Agency in such situation.

Once per week, the Agency shall make payment to the City of the net sums collected within the previous seven (7) days. Agency shall follow the following rate schedule:

- A. Interest shall be added to all accounts and the interest rate requested in all legal pleadings shall be nine percent (9%) statutory rate on the account from the date of assignment.
- B. All accounts assigned for collection to Agency will have a 25% commission added onto the principal balance at the time of assignment up to a maximum of \$250.00. City will receive 100% of the original principal balance at the time of payment in full. Agency will collect and keep the 25% add-on as commission, together with interest collected, subject to Section 16.
- C. Small claims and litigation action undertaken by Agency on accounts assigned by the City for collection may be undertaken after the City's

written permission. Of amounts collected, Agency shall retain all costs and fees awarded first as Agency will have paid these fees already. City will have the same fee structure as explained above in 6(A) and 6(B) for all legal actions. Once all principal and interest has been collected, Agency shall then retain any prevailing party or attorney fees awarded.

- D. Foreign collections (out of state accounts) will be paid at the same rate as set forth above.

The above fee shall cover any and all costs incurred by Agency for the performance of comprehensive collection services. In no event shall a fee be charged for accounts not collected, nor shall a fee be charged for any accounts canceled by the City.

In specific situations where legal action was authorized and pursued, the Agency shall pay all costs connected with such legal action.

7. REPORTING TO CREDIT BUREAU. The Agency shall report all uncollectible accounts to a major credit bureau(s). Such reporting must be in accordance with all applicable Federal and Oregon State statutes, including, but not limited to, the Fair Debt Collection Practices Act, Federal Equal Credit Opportunity Act, Regulation Z, and the Consumer Credit Protection Act, as in effect or hereinafter amended.

8. LEGAL REQUIREMENTS. The Agency shall handle and process all accounts referred by the City in strict conformity with all applicable Federal and Oregon statutes/laws, including but not limited to:

- a) Oregon statutes enacted or hereinafter amended governing collection agencies and practices;
- b) Federal laws enacted or hereinafter amended governing collection agencies and practices, including but not limited to "Fair Debt Collection Practice Act" (15 U.S.C. 1692 et seq.) and all applicable laws and regulations of the United States Postal Service and Federal Trade Commission.

9. UNCOLLECTIBLE ACCOUNTS. The Agency shall report each month to the City of Keizer all accounts deemed uncollectible by the Agency, the rationale therefore, and return such accounts to the City.

10. AUDITS AND EVALUATIONS. All records and documents shall be subject at all times to inspection, review, or audit by the City and/or State or Federal officials so authorized by law during the term of this Contract and for six (6) years after termination hereof.

The Agency shall provide right of access to its facilities, including those of any subagency, to the City, County or State and/or Federal agencies or officials at any reasonable times in order to monitor and evaluate the services provided. The City shall give advance notice, when possible, to the Agency in case fiscal audits are to be conducted.

The Agency agrees to cooperate with the City or its agent in the evaluation of the Agency's performance and to make available all information reasonably required by any such evaluation process.

11. ASSIGNMENT/SUBCONTRACTING. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim pursuant to this Contract.

12. TIME PAYMENT AGREEMENTS. The Agency may enter into time payment agreement with the debtor, however, the agreements must follow the payment arrangements as authorized by the City in writing.

13. DISHONORED CHECKS. The City expects the Agency to pursue full collection enforcement on NSF (non-sufficient funds) checks presented to it.

14. NATURE OF REFERRAL. The Agency will not have full rights to the accounts and shall only be able to pursue collections on behalf of the City. The City can recall any and all accounts at any time at its discretion. The City may exercise this right without any charge or penalty.

Upon termination of this Contract, all accounts (except legal action accounts which are those collection accounts where a suit has been filed against the debtor or a garnishment has been issued) will be returned to the City regardless of payments made on the accounts or arrangements made. Legal action accounts may be worked by the Agency for no more than one (1) year after termination, or at the City's option, the City may reimburse Agency its actual out-of-pocket expenses for court costs, service fees, and attorney fees and the account will be returned to the City.

15. FIDELITY BOND. The Agency shall produce a fidelity bond in the amount of not less than one-million dollars (\$1,000,000.00). This bond shall not be a general bond and shall be exclusively for the purposes of this Contract with the City as the sole beneficiary.

16. VOLUME. The City may be utilizing the Agency to collect delinquent accounts for the municipal court, the finance department and other city departments.

In most of the Municipal Court delinquent accounts, the Court has taken action against driver's licenses and has issued notices of their intent to turn the accounts over to a collection agency. The process used by the Court to suspend driver's license for failing to comply with the orders of the Court will continue to be used. For collection on accounts involving Municipal Court judgments, Agency shall collect such accounts independently of any other debts owed by debtor. **Municipal Court shall retain all authority with regard to reinstatement of a driver's license. Municipal Court has the right under ORS 137.183(3) to waive all or part of the interest payable to the City. Agency shall not in any circumstances represent anything to the contrary and shall not represent to the debtor that other debts may be tied to the reinstatement of a driver's license.**

It shall be the sole discretion of the City as to which accounts are turned over to the Agency. This Contract is not exclusive and the City reserves the right to assign claims to other agencies.

17. METHODS PURSUANT TO PROPOSAL. Agency understands and agrees that it was chosen based on its submitted proposal. The City has relied on the representations contained within such proposal. Agency agrees to give City thirty (30) days written notice before implementing material changes in its collection methods as set forth in its proposal. The Agency shall be solely responsible for complying with all laws regulating collection enforcement methods.

18. INDEMNITY. Agency agrees to defend and indemnify City for any and all claims of any nature brought against City for actions of Agency, its employees, agents or independent contractors. Such defense and indemnification obligations shall survive the termination of this Contract.

19. TERMINATION OF CONTRACT. This Contract may be terminated by either party by giving thirty (30) days written notice.

20. NOTICE. Any notices shall be given in writing by placing such notice in the United States Postal Service mail by certified mail, return receipt requested at the party's last known address. Notices are deemed effective upon mailing.

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

CITY

AGENCY

City of Keizer, an Oregon
municipal corporation

VALLEY CREDIT SERVICE INC.

By: _____
Christopher C. Eppley, City Manager

By: _____

Dated: _____

Dated: _____

CITY COUNCIL MEETING: June 20, 2011

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 the new lease were approved in the 2011-12 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 R2011-_____

AUTHORIZING THE CITY MANAGER TO ENTER
AGREEMENT WITH AUTO LEASING SPECIALISTS,
LLC FOR POLICE VEHICLES

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

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

WHEREAS, funding for this lease agreement has been included in the approved 2011-2012 fiscal year budget and will be included in upcoming fiscal year budgets until paid in full;

NOW, THEREFORE,

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

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

MUNICIPAL VEHICLE RENTAL AGREEMENT

OWNER: Auto Leasing Specialists, LLC 4785 Portland Rd NE Salem, Oregon 97305 (877) 227-0876 (503) 485-0990	Send all documents to: Auto Leasing Specialists, LLC 17526 O Street Omaha, NE 68135 (402) 315-3792	Agreement No.:2028 Date: May 19, 2011
RENTER: City of Keizer, OR 930 Chemawa Road NE Keizer, OR 97307 Phone: 503-390-3713 Fax: 503-390-8295		VENDOR: Auto Additions 4775 Portland Rd. NE Salem, OR 97305 Phone: 503-393-3910 Fax: 503-393-7265
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted)		
Three (3) 2010 Dodge Chargers as more thoroughly described in Exhibit "A" to the Agreement		
Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.		
Owner assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Renter. VENDOR IS NOT AN AGENT OF OWNER and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Owner of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Owner of assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.		
Address	City	State Zip
EQUIPMENT COST – TERM – PAYMENTS		
TAXES	All Taxes are the sole responsibility of the Renter.	
RENTAL TERM	Three (3) Annual Payments of \$32,341.75 each	
PAYMENTS	\$32,341.75 on 7/1/11, \$32,341.75 on 7/1/12 and \$32,341.75 on 7/1/13	
PURCHASE OPTION AMOUNT	Renter may purchase the equipment for its fair market value after timely making all Rental Payments.	

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

TERMS AND CONDITIONS

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

1. **Rental.** Annual mileage is limited to 25,000 miles per vehicle and will be charged \$.35 per mile in excess. Owner hereby rents to Renter and Renter hereby rents from Owner the personal property described above in the Equipment Description and in any other schedule made a part hereof by the parties (herein called "Equipment") upon the terms and conditions set forth in this Vehicle Rental Agreement (herein the "Agreement").
2. **Renewal Term, Rent and Term.** Renewal Term(s) means the automatic renewal periods of this Agreement, each having duration of one (1) year coterminous with Renter's fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. Renter shall pay Owner as rent for the use of Equipment, at the office of Owner specified above or such other place as Owner may hereafter designate, aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above plus applicable taxes. The due date of the first rental payment is the date upon which the Equipment is delivered to Renter, or any later date designated by Owner. The security deposit is due and payable at the time of signing this Agreement. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Renter and indicated on the Acceptance Certificate ("Commencement Date") and shall terminate the last day of Renter's current fiscal year. For the duration of the Rental Term, this Agreement will be automatically renewed for the next fiscal year at the end of the Original Term, and any Renewal Term, until the anniversary of the Commencement Date. If this Agreement is terminated for non-appropriation, Renter will provide written notice and proof of non-appropriation (in the form of budget submission and rejection and/or minutes of meeting of governing body that non-appropriates funds to pay the periodic payments for the next fiscal year) to Owner not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Renter's intention to terminate this Agreement pursuant to Section 31 of this Agreement as the case may be. **NOTE: THE ONLY EARLY TERMINATION PERMITTED BY THIS AGREEMENT IS TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** All of the terms and conditions of this Agreement remain in full force and effect unless this Agreement is terminated as provide herein. Subject to termination for non-appropriation, the obligation of Renter to make payment of rent and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be net of all taxes and insurance. Renter shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Renter and Owner, any Vendor or any other person, nor shall Renter have the right to assert any right of set-off, reduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
3. **Delivery and Acceptance.** Renter agrees that it has selected both the Equipment and the Vendor prior to requesting Owner to purchase the same for leasing hereunder. Delivery and installation arrangements and costs are the sole responsibility of Renter. Owner shall not be liable for any loss or damage to Renter by reason of the Vendor's delay or failure to deliver any item of Equipment. Upon delivery of the Equipment to the location set forth above, Renter shall inspect the Equipment and if found acceptable shall accept the Equipment on the date it is ready for use. Renter's acceptance of the Equipment shall be conclusively and irrevocably evidenced by Renter signing the Acceptance Certificate. **THIS AGREEMENT SHALL BE NON-CANCELABLE FOR THE FULL RENTAL TERM, SUBJECT TO TERMINATION FOR NON-APPROPRIATION AS SPECIFIED HEREIN.** If Renter cancels or terminates this Agreement prior to delivery of the Equipment or if Renter fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed ten (10) days, after the Equipment has been delivered, tested and ready for use, Renter shall be deemed to have cancelled this Agreement and Renter shall automatically assume all of Owner's obligations under any purchase agreement or purchase order for the Equipment and Renter agrees to indemnify and hold Owner harmless from any claims or demand for payment of the purchase price by the manufacturer or Vendor of the Equipment.
4. **Acceptance of Agreement.** Renter acknowledges that Owner shall not become contractually bound by this Agreement until it is accepted by Owner at Owner's office specified above, that neither the Vendor nor any sales representative nor agent of Vendor is authorized to waive or alter any term of condition of this Agreement, and no representation as to the Equipment or any other matter by the Vendor shall relieve Renter of the obligation to pay rent or any other obligation under this Agreement.
5. **Disclaimer of Warranties.** Renter acknowledges that Owner is not the manufacturer of the Equipment, nor the manufacturer's or Vendor's agent, and Renter represents that Renter has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by or on behalf of Owner. **OWNER HAS NOT MADE ANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUITABILITY, DURABILITY, DESIGN, OPERATIONS OR CONDITION OF THE EQUIPMENT OR ANY PART THEREOF, ITS MERCHANTABILITY, ITS FITNESS FOR USE FOR THE PARTICULAR PURPOSES AND USES OF RENTER, OR OTHERWISE.** Owner shall not be liable to Renter for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment rented hereunder. **NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE RENTER OF THE OBLIGATION TO PAY RENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT.** Owner agrees, to the extent they are assignable, to assign to Renter, without recourse to Owner, any warranties received by Owner with respect to the Equipment.
6. **Return of Equipment:** At the conclusion of the term, or in the event of the breach by the Renter of any obligations provided for herein, Renter shall return the Equipment in its original condition, normal and ordinary wear and tear excepted (and in compliance with the turn in requirements of this Agreement) at Renter's sole cost and expense, to a place designated by Owner. Should Renter not return the Equipment at the end of the Rental Term, Renter shall continue to pay rent to Owner as a month to month rental until returned by Renter or until the Equipment is returned upon demand therefore by Owner. Owner also may recover from Renter the replacement value of Equipment not so returned.
7. **Turn-In-Report:** An inspection shall be conducted before the Equipment is released by Renter and accepted by Owner. The equipment must be returned within ten (10) days following expiration of the Rental Term. At such time proof of current valid

registration is required. At least fourteen (14) days prior to the end of the Rental Term, Rental will notify Owner in writing of proposed date within such ten (10) day period it intends to turn-in the Equipment. Owner will notify Renter of the designated turn-in location for the Equipment. The Renter will be responsible for transporting the Equipment to the turn-in location.

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

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

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

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

to issue to you:

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

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

Date: 11/11/2011 By: Chris Eppley
Chris Eppley - City Manager

ACCEPTED BY:
OWNER: Auto Leasing Specialist LLC

By: _____

Name: Ed Anderson
Title: President

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

Renter: City of Kelso, OR

Signature: _____

Name: Chris Eppley

Title: City Manager

Date: _____

Attested By: _____

Name and Title of Attestee: _____

SEAL

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC (“OWNER”)
City of Keizer, OR (“RENTER”)**

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

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment for Three (3) 2010 Dodge Chargers, 2B3AA4CV9AH303292, 2B3AA4CV0AH303293 and 2B3AA4CV5AH303290:

Vendor Part Number		Description
LDOD90005	/ 2010 Dodge Charge	2010 Dodge V6 Charger.
PATC00007	/ 02-0407C	Dodge Charger 2007+ Fuse Panel Pass Side Mount Includes circ
INST00023	/ AA-DCIM3-E	EV/Modules economy interface module for 08+ Charger/Magnum Front Intersection
LEWH00331	/ VTX609C	VERTEX SUPER-LED LIGHT WHITE
LEWPC00399	/ VTXFB	Whelen Vertex flush mount flange. Black
LESO00012	/ EL3SNB	Sound Off 3 Up Ultra Mini LED BLUE. Uses AA-Soundoff-Mini-Br
LESO00013	/ EL3SNR	Sound Off 3 Up Ultra Mini LED RED. Uses AA-Soundoff-Mini-Br
		FOG LIGHTS
VACC00076	/ 4805857AB	Fog Light Housing for 2006 to current Dodge Charger
LEWH00336	/ VTX609R	VERTEX SUPER-LED LIGHT RED
LEWH00330	/ VTX609B	VERTEX SUPER-LED LIGHT BLUE
		SIREN SPEAKER AND CONTROLLER

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC (“LESSOR”)
City of Keizer, OR (“LESSEE”)**

SPKW00007	/ SA315P	Whelen Ultra Slim Siren Speaker, 123dB, Nylon Composite Cons
SPKW00029	/ SAK18	SAK18 Mounting Bracket for Dodge Charger & Magnum 2005 to 20
SRWH00015	/ CCSRN2	Whelen Cencom Gold Siren Controller with Amplifier/Relay Mod
SRWP00020	/ CCMICX20	Whelen 20 ft. PA Mic. extension cable with strain relief
INST00061	/ WPKM1	Whelen WPKM1 Park Kill module.
		LIGHTBAR
LBWH00062	/ SW8RRBS-P	1-SW8RRBS, "Liberty" series lightbar, 49", red/blue 4-SLDRB.
		REAR TAILLIGHTS
LEWH00330	/ VTX609S	VERTEX SUPER-LED LIGHT BLUE
		Antennas
ANTC00002	/ BM-NC	NMO roof mount antenna RG58 coax., 25', Ultra Low Loss, W
ANTU00003	/ MUF4500	Maxrad uhl 450-470 roof mount antenna...
ANTVD0004	/ MHB1520	Maxrad Antenna 152-162 MHz

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC (“LESSOR”)
City of Keizer, OR (“LESSEE”)**

ANTD00013	/ WMLPVDB800/190	Maxrad 805-960 MHz and 1710-1990 MHz low profile vertical an
ANTD00007	/ MLPVDB800/1900	Dual Band roof mount ant. 800 meg. & 1.9 gig.
CNCC00003	/ AA-Charger-08	Console 08 Dodge Charger Contour Console (New Style) Console holds 1
CONA00010	/ AA-Charger-08-Ex	Extension for cupholder and knockouts for 2008 Dodge Charger
CNCP00010	/ J6038	Jotto Desk Face Plate Cup Holder for Fiat Style Console. Fac
CCNA00088	/ J6039	Storage Compartment with Lock and Cushion Lid Arm Rest..10.0
CONA00077	/ J2215	Mic clip for smooth glide console
CONA00104	/ MH1X	Magnetic mic clip.
FLFC00001	/ 8060	Pelican 8060 LED flashlight. Includes 120v charger and mount
CONA00002	/ 14.0353	3 Outlet Accessory Box
INST00059	/ VS-09CHARGER	Vizionstor overhead storage solution system for Dodge Charger

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC (“LESSOR”)
City of Keizer, OR (“LESSEE”)**

CMMA00004	/ J1188	Articulated Swing Arm - 1" x 13.75" Allows for more adjustab
CMMB00052	/ J5540	NHM for 2007 Charger or Magnum which includes Post Arm & Ca
CONSC00005	/ J5484	Exchange - Cable dock Desktop 425-5215 for P2 Plate 425-5330 Prisoner seat and partition
PRIS00001	/ AA-Domelight-Brkt	A bracket to attach prisoner area domelights to.
DOME00001	/ 61161	Grote Rear Dome Light (White Only)
PRCP00042	/ PPS261	Full Lower Extension Panel for 05-" Charger
PRCG00079	/ PK0305CGR06	#10S C Coated Poly Partition for 05-" Charger.
PRWB00006	/ AA-WB-Charger-Di	Window bars for 2008 Dodge Charger Trunk
GUNM00048	/ GR4-AR15	AR-15 specific trunk mount for CV. Includes SC-1ARH gunlock.
CNTT00002	/ AA-Charger-Video	Video tray for trunk of 05" Charger Graphics

“EXHIBIT A”

**DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC (“LESSOR”)
City of Keizer, OR (“LESSEE”)**

GRAP90001	/ Graphics	Graphics
INST00056	/ VF4	E-123 Potter & Brumfield 40 amp relay, SPDT.
SPEE00026	/ AA-Radarmount-kit	Center mount custom mounting hardware for radar antenna or v
LABO90001	/ Labor	All Labor Charges
LABO90001	/ Labor	All Labor Charges
SHOP90006	/ Shop Supplies	Non-inventory items needed to complete installation
FREI90001	/ Freight	Customer Shipping Charges
PRST00019	/ DC9501	Laguna Rear Prisoner Seat with Laguna Belt System for Dodge

OWNER: Auto Leasing Specialists, LLC

By: _____ Date: _____
Ed Anderson, President

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

By: _____ Date: _____
Authorized Signature

Printed Name: Chris Eppley Title: City Manager

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

Number: 2028
Renter: City of Keizer, OR
Vendor: Auto Additions
Equipment: Three (3) 2010 Dodge Chargers, 2B3AA4CV9AH303292,
2B3AA4CV0AH303293, 2B3AA4CV5AH303290 as more thoroughly described in
Exhibit "A" to the agreement.

Accepted by: _____

Printed Name: _____ Chris Eppley _____

Title: _____ City Manager _____

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment
1	7/1/11	\$32,341.75
2	7/1/12	\$32,341.75
3	7/1/13	\$32,341.75

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Vehicle Rental Agreement No. 2028, dated May 19, 2011, ("Agreement") between Auto Leasing Specialists, LLC ("Owner"), and the undersigned ("Renter"), Renter hereby certifies and represents to, and agrees with, Owner as follows:

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

General Equipment Description: Three (3) 2010 Dodge Chargers, 2B3AA4CV9AH303292 , 2B3AA4CV0AH303293 and 2B3AA4CV5AH303290

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

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

Title: _____

Attested by: _____
Vendor Witness

Title: _____

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

INCUMBENCY CERTIFICATE
MUNICIPAL VEHICLE RENTAL AGREEMENT NO. 2028
AUTO LEASING SPECIALISTS, LLC ("OWNER")
CITY OF KEIZER, OR ("RENTER")
DATED: May 19, 2011

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

for the City of Keizer, OR, hereby certify that:

(Signature of Signer of Lease)

Chris Eppley
(Print Name of Signer of Lease)

City Manager
(Title of Signer of Lease)

of the City of Keizer, OR, has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Rental Agreement No. 2028, for Equipment described therein and that the signature shown is his or her signature.

RENTER: City of Keizer, OR

By: _____ Date: _____
Authorized Signature

Printed: Tracy L Davis Title: City Recorder



City of Keizer

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

PURCHASE ORDER

DATE: May 19, 2011

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER:

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

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

SHIP TO:

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

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	TOTAL PRICE
3	3	Rental Agreement No. 2028 Equipment Description: Three (3) 2010 Dodge Chargers Serial No.: 2B3AA4CV9AH303292, 2B3AA4CV0AH303293, 2B3AA4CV5AH303290 Vehicle description more thoroughly described in Exhibit "A" to the Agreement.	Renter shall make 3 payments consisting of <u>\$32,341.75</u> with 1 advance payment due upon acceptance of equipment, and the balance in 2 Annual payments in the amount of <u>\$32,341.75</u> each

APPROVING SIGNATURE

(Director of Purchasing)

NEED SPECIAL BILLING INSTRUCTIONS

(Authorized Personnel)

"Pride, Spirit and Volunteerism"

MUNICIPAL CERTIFICATE

Municipal Vehicle Rental Agreement, Agreement No. 2028
Auto Leasing Specialists, LLC ("OWNER")
City of Keizer, OR ("RENTER")
Dated: May 19, 2011

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

1. Renter did at a regular or special meeting of the governing body of the Renter held on _____, **2011** by motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Municipal Rental Vehicle Agreement (the "Agreement") on its behalf by the following named representative of the Renter:

(OFFICIAL WHO WILL SIGN THE AGREEMENT)

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

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

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

(Clerk's or Secretary's signature)

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

Date



Auto Leasing Specialists, LLC

Cell: 719-439-8907

Office: 503-485-0990

Fax: 800-918-3761

Ed Anderson, President

4785 Portland Road NE

Salem, OR 97305

Email: ed@govleasing.com

Email: ed@autoadditions.com

Email: Shannon@govleasing.com

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

Date: May 19, 2011

Lease Number: 2028

Dear Mr. Eppley :

NOTICE OF ASSIGNMENT

Re: Rental Agreement dated May 19, 2011 between Auto Leasing Specialists, LLC and the City of Keizer, OR.

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

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

**Lee Ellzey Family Charitable Trust
112 West Polk Street
Livingston, TX 77351**

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

Sincerely,

Ed Anderson

ACKNOWLEDGED

By: _____

Title: Chris Eppley

Date: City Manager

CITY COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: *RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
LANDSCAPE MAINTENANCE CONTRACT***

The City has a contract with All Seasons Grounds Care (Shangri-La Corporation) for right-of-way landscape maintenance. The contract expires on July 31, 2011.

All Seasons Grounds Care and staff wish to enter into a new contract. A copy is attached to the Resolution for your consideration. No increases in the price have been requested and this item is budgeted in the Street Fund line item.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the right-of-way maintenance landscape agreement.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2011-_____

AUTHORIZING THE CITY MANAGER TO EXECUTE CITY OF
KEIZER STREET AND RIGHT OF WAY LANDSCAPE
MAINTENANCE SERVICES CONTRACT WITH SHANGRI-LA CORP.
ALL SEASONS GROUND CARE

WHEREAS, the City and All Seasons Grounds Care entered into a Street and
Right of Way Landscape Maintenance Services Contract effective August 1, 2007;

WHEREAS, such Contract has been amended and the term of such Contract
extended several times;

WHEREAS, the City and All Seasons Grounds Care wish to enter into a new
Contract attached hereto;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to execute the City of Keizer Street and Right of Way Landscape
Maintenance Services Contract attached hereto on behalf of the City.

PASSED this _____ day of _____, 2011.

SIGNED this _____ day of _____, 2011.

Mayor

City Recorder

**CITY OF KEIZER STREET AND RIGHT OF WAY
LANDSCAPE MAINTENANCE SERVICES**

This Contract is between the CITY OF KEIZER, an Oregon municipal corporation (“City”) and SHANGRI-LA CORP. ALL SEASONS GROUNDS CARE (“Contractor”).

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

The period of this Contract shall be August 1, 2011 to July 31, 2013. The Contract may be extended on an annual basis if agreed upon in writing by both the City and Contractor. There can be no more than two (2) one-year extensions of this Contract. Annual renewals of the Contract will be contingent upon the approval of the costs in the City’s annual fiscal year budget.

2. Statement of Work.

The work required under this Contract is contained in “All Seasons Landscape Right of Way Maintenance Scope of Services for Contract Period 2011-2013” (hereinafter “Scope of Services”) and the “Standard Terms and Conditions for Standard Public Contracts” attached hereto. The Contractor shall comply in every way with the requirements of the Scope of Services that are hereby made a part of this Contract by attachment and by this reference.

3. Consideration.

a. City agrees to pay the Contractor, at the times and in the manner provided in the “Request for Price Approval” attached hereto.

b. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract through June 30, 2012. This Agreement may be cancelled by City after that date if sufficient funds are not available.

c. Annual renewals of the Contract may include a price adjustment if agreed upon by both the City and Contractor. The Contractor must submit written documentation supporting the price adjustment to the City for consideration at least 90 days prior to the expiration date of the Contract.

CITY OF KEIZER,
An Oregon municipal corporation

SHANGRI-LA CORP.
ALL SEASONS GROUNDS CARE

By: _____
Christopher C. Eppley,
City Manager

By: _____
Teri Marsh,
Employment Services Director

Dated: _____

Dated: _____

**CITY OF KEIZER
STANDARD TERMS AND CONDITIONS FOR
STANDARD PUBLIC CONTRACTS**

1. Contractor is a Qualified Rehabilitation Facility

a. Contractor shall perform the work required by this Contract as a suitable provider. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the standards of OAR 125-055-0015 and OAR 125-055-0020.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this Contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

///

///

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include the Standard Public Contract, Scope of Services and Request for Price Approval.

All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this Contract, the Contractor hereby represents that:

- a. Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
- b. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
- c. Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing Policy

Does not apply.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and all required insurance documents approved. The Contractor shall commence the project work within five (5) days of the date of the written Notice to Proceed.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;

- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the Contract time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs.

10. Early Termination

- a. This City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

- a. If this Contract is terminated under 10(a) or 10(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this Contract is terminated under 10(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this Contract is terminated under 10(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

a. In the event of termination under 10(c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under Section 10 and Section 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in Sections 10(c) and 11(b).

13. Access to Records

Contractor shall maintain and the City, and its authorized representatives, shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this Contract are the property of City. Use of any work product of the Contractor for any purpose other than the use intended by this Contract is at the risk of the City.

15. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this Contract, including, without limitation, ORS chapter 279, and specifically the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.445 and are incorporated herein by this reference as though fully set forth. In addition, the provisions of ORS 279.435 and ORS 279.526 - 279.542 are incorporated by this reference as though fully set forth. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16. Registration with Construction Contractor's Board

Does not apply.

17. Progress Payments

The Contractor shall submit a monthly invoice for services rendered to the City. The Contractor shall invoice only for services rendered. The invoice(s) shall be delivered to:

Finance Department
City of Keizer
PO Box 21000
Keizer, OR 97307

The invoice must show the name, address, and telephone number of Contractor, invoice number, billing period, and amount due.

Payment shall not exceed the amounts listed in the Request for Price Approval attached hereto without the prior approval of the City. Total payments to Contractor shall not exceed the amount specified in the Contract without prior written approval of the City. Payment will be made as promptly as the ordinary payment procedure of the City will permit.

18. Retainage

Does not apply.

19. Change Orders

The Contractor agrees to complete this Contract in accordance with the attached Scope of Services, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the Contract, one from the other.

20. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this Contract:

A. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the City under such Contract; and

B. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (A) of this subsection. A contractor or first-tier subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or contractor when payment was due. The interest penalty shall be:

(a). For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and

(b). Computed at the rate specified in ORS 279.435 (2).

b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such Contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279.445(6) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount.

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection (4) or (5) or ORS 279.445 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute.

e. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the Contract. The Contractor shall be responsible for any lien or claim filed against the City on account of any labor or material furnished. The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

f. Pursuant to ORS 279.314, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor from obligation with respect to any unpaid claims.

21. Inspection and Acceptance

Inspection and acceptance of all work required under this Contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

22. Liquidated Damages

Does not apply.

23. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 23.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

24. Insurance

Contractor shall provide property and personal injury liability insurance in the amount of \$1,000,000.00.

25. Bonds

Does not apply.

26. One Year Maintenance and Warranty

Does not apply.

27. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

28. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

29. Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Keizer, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Marion County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

30. Severability

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

31. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

32. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**All Seasons Landscape
Right of Way Maintenance**

Scope of Services

For Contract Period 2011-2013

Chemawa Road NE – River Road. to Claggett Creek	Twice per Month Service
Dearborn Ave. NE – River Road to 12 th Ave. NE	Twice per Month Service
Keizer Station Blvd – Lockhaven to Radiant Dr. /35 th St.	Twice per Month Service
Cherry Ave. – Manbrin Dr. to approx. Candlewood Dr. <i>(Includes landscape islands on north & south end)</i>	Twice per Month Service
Sam Orcutt Way – River Road to Cherry Ave.	Twice per Month Service
Lockhaven Dr. N – McClure to Windsor Island Rd.	Twice per Month Service
Lockhaven Dr. NE – McLeod Lane to R/R Tracks	Twice per Month Service
SW corner Lockhaven Dr. & River Rd. & Water Feature	Twice per Month Service
River Road & Wheatland Rd - Landscaped Island	Twice per Month Service
Focal Point at River Rd. and Chemawa Rd.	Weekly Service Mar. – Jun.
	Biweekly Service Jul. – Nov.

Services to be provided include Spring (March-April) and Fall (September-November) post and pre-emergent applications, keep landscape weed and litter free, after flower bloom maintenance (bulbs), street tree maintenance (sucker limbs), leaf clean up, lawn mowing.

Annual shrub and tree trimming as directed by City Staff.

Annual bark mulch to be added as directed by City Staff.

All Services to be provided March through November of each year



DEPARTMENT OF ADMINISTRATIVE SERVICES
Request for Price Approval

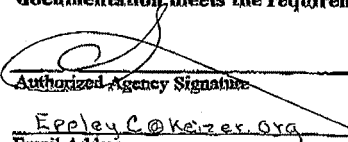
For Landscape Maintenance City of Kelzer, Contract #ROW Kelzer Station
(Product or Service)

Total Price: \$29,016.87, per Year (9 mo.) (month, year, each, doz.)

Requesting Agency: City of Kelzer

Requesting QRF: Shangrila

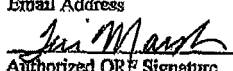
Agency and QRF agree the proposed price and supporting
documentation meets the requirements of OAR 125-055-0030.


Authorized Agency Signature

date: 9-22-11

Eeley C. @ Kelzer, Org.
Email Address

phone # 503-391-3700


Authorized QRF Signature

date: 08/03/09

tmars@shangrilacorp.org
Email Address

phone # 503-511-1712 x 342

DAS/SPO has reviewed the submitted documentation supporting the
price offered by the QRF and approves the price for procurement of the
above stated product or service in accordance with OAR 125-055-0030.


DAS QRF Coordinator

date: 10/1/2009

CITY COUNCIL MEETING: June 20, 2011

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: SUSPEND FEES ASSOCIATED WITH GOOD VIBRATIONS EVENT

BACKGROUND:

The City of Keizer has agreed to be a sponsor of the Roadshows Inc's Good Vibrations Motorcycle Rally Event in July. The City has agreed to provide the Community Center and Amphitheater to Roadshows at no cost.

In addition, Roadshows is requesting to host a motorcycle stunt show at no costs to the public. Roadshows is requesting the City close a portion of Stadium Drive (from Keizer Station Blvd. to 300ft to the West). Please see the map for location. Roadshows, Inc. has agreed to hold the City harmless for all activities associated with the stunt show.

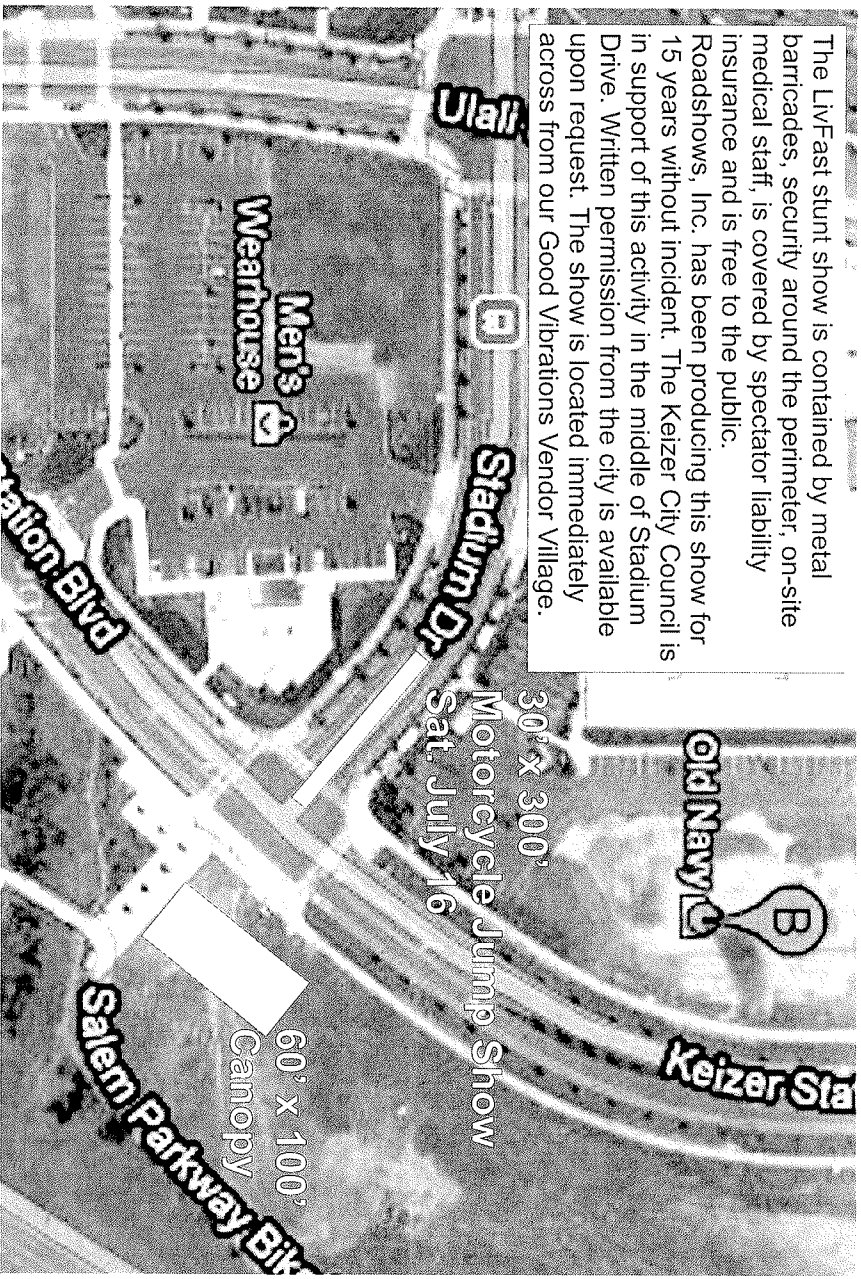
A fee is associated with the street closure (\$25) and special event permit (\$50). As a sponsor of the Good Vibrations event, it's requested the City Council suspend the fees associated with these permits.

RECOMMENDATION:

Staff recommends City Council suspend fees for street closure and special event permits as they associate to the Good Vibrations Motorcycle rally.

The LiveFast stunt show is contained by metal barricades, security around the perimeter, on-site medical staff, is covered by spectator liability insurance and is free to the public.

Roadshows, Inc. has been producing this show for 15 years without incident. The Keizer City Council is in support of this activity in the middle of Stadium Drive. Written permission from the city is available upon request. The show is located immediately across from our Good Vibrations Vendor Village.



Good Vibrations 2011 - Keizer Station Shopping Center
Motorcycle Stunt Show - Stadium Dr. 30' x 300' area
Sat., July 16 - Practice at noon, shows 3, 5 & 7 pm



MINUTES KEIZER CITY COUNCIL

Monday, May 16, 2011
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:20 pm. Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Cathy Clark, Council President
Jim Taylor, Councilor
Joe Egli, Councilor
David McKane, Councilor
Brandon Smith, Councilor
Mark Caillier, Councilor
Youth Councilor Hugo Nicolas

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Rob Kissler, Public Works Director
Kevin Watson, Assistant to the C.M.
Marc Adams, Police Chief
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

Jared Choc, Keizer, reported that the Planning Commission had approved amendments to narrowly expand the conditional use of the RM zone and allow memory care facilities. The staff proposal included standard inclusion of SIC 836 and 815 but the Commission removed SIC 836 prior to approval. The Commission also concluded a hearing to allow urban chickens after hearing testimony in opposition and in favor and accepted staff recommendation with some modifications. Next meeting is June 8.

Art Burr, Keizer Community Library, announced the upcoming Library Spring Book Sale and urged all to participate.

Ryan Entrekina, Salem, requested that the current Keizer Social Gaming Ordinance be changed from only allowing charitable and fraternal organizations to allowing social poker clubs. He explained that allowing this club would bring jobs to Keizer. He reviewed the hours of operation and specifics of the club including the fact that there would be no alcohol served and other games would be available at the site as well. City Attorney Shannon Johnson took Mr. Entrekina's phone number and noted that he would update Council at a later date. He added that this had come up several months ago and he had not received indication that Council was interested in pursuing the matter. Chief Adams reported that

he had contacted Dallas Police Department and their report was that they had no problems at all with the facility in Dallas. City Manager Chris Eppley interjected that earlier review had focused on state statutes and Attorney General opinion. Mr. Johnson indicated that he would send out another update to Council and they could revisit the issue if they wished.

**PROCLAMATION –
DROWSY
DRIVING
AWARENESS
DAY**

Mayor Christopher explained that Deanne Wachtler had requested that May 25 be proclaimed as Drowsy Driving Awareness Day in memory of her son who was killed by a drowsy driver. She read the proclamation which listed the statistics and proclaimed the date. Ms. Wachtler then distributed and reviewed additional statistics related to drowsy drivers and read information from a study which provided information on identifying and preventing drowsiness.

**KEIZER
HERITAGE
FOUNDATION**

JoAnne Beilke, Keizer, President of the Keizer Heritage Foundation reported that one of the goals of the Heritage Foundation was to develop a task force report. She listed the members of the task force and explained that the report is a good cross section of what is going on. She noted that Part 1 focuses on Heritage Center action and Part 2 on action for the Foundation Board. She added that they have changed their name from Keizer Community Center to Keizer Heritage Center to avoid confusion with the new Community Center.

Lyndon Zaitz, Keizer, reviewed Part 1 of the Plan which focused on the Heritage Center. He explained that the Heritage Center is the historical center of the community and that the mission of the center is to own and operate the center to fulfill its master plan which includes operating the Keizer History Museum. He reviewed the history of the building noting that it fulfills its mission by being a place for the community to meet, learn about the history of the area and be engaged and inspired. He listed tenants of the building and the square footage that each uses. He explained that the task force vision is for the museum to occupy the entire lower level of the building but to achieve this goal the Keizer Community Library needs to be relocated. The report calls for a modular unit to be placed adjacent to the center for the library, which also needs more room than it currently has at the center. The Art Association, Art Gallery and the conference center will retain their space. Mr. Zaitz reviewed the long-term goals of the Foundation including partnership with the Library and the City to implement expansion.

Ms. Beilke then reviewed Part 2 of the Plan reading the goals listed on the report one of which is to purchase the property from the City.

Councilor Taylor declared a potential conflict of interest because he takes care of the grounds. He added that to be true to the school, the library was in the building first and in the basement.

Discussion then took place regarding the property and renewal of the lease, parking agreements, the aesthetics of modular units and the

location of the unit, City assistance with Library programs and the importance of preserving the building and finalizing the lease.

Mayor Christopher requested a full accounting of all the public money spent for the schoolhouse, the corner property and paving. She voiced the opinion the building is the only historic building in Keizer and it is the people's building and should therefore not be in private hands. Ms. Beilke suggested that perhaps the City should buy the building from the Heritage Center.

It was noted that the Executive Session on June 6 would discuss the lease and it would be followed by a Work Session on June 13 to continue discussion and Art, Library and Museum people would participate as well.

LIBRARY

Richard Walsh, Keizer, a member of the Library Advisory Committee, speaking as chair of the Keizer Library Task Force which concluded and submitted their report in June of 2008, reminded Council of the conclusions because he felt they were relevant to the conversation regarding the Heritage Center. He complimented the Foundation for their ongoing care of the building and grounds and submitted another option for the library. He suggested that the City work in partnership with Keizer Art Association and Keizer Heritage Museum if they are willing, to share space and incorporate the Library, Art and Museum collections as components to the library and transform the Heritage Building into a combined Museum, Library and Community Center. And if a portion of the building becomes available to rent, the City would rent it and pay to renovate it rather than fund a modular building. He also suggested that perhaps some of the art pieces from the Gallery could be displayed in the lobby of the Civic Center.

Mayor Christopher expressed the desire to have an accounting to see where all the money came from and went, along with figures for current operations and maintenance.

PUBLIC HEARING

a. Porter's Pub Liquor License Application – Change of Ownership

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership for a Full On-Premises Sales Liquor License for Porter's Pub at 4820 River Road North, Keizer, Oregon. As required by Keizer ordinance, a public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Councilor Egli declared a potential conflict of interest because his business insures Porter's Pub. Councilor McKane questioned if there had been any responses to the mailed notices to which City Recorder Tracy

Davis responded that there had not.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Clark moved that Keizer City Council recommend approval of the application for a Full On-Premises Sales liquor license for Porter's Pub under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Smith seconded.

Councilor Taylor indicated that he would not support this because the owner was not at the meeting to answer questions.

Motion passed as follows:

AYES: Christopher, Egli, Smith, McKane, Caillier and Clark (6)

NAYS: Taylor (1)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. McNary
Restaurant
(Former
Business Name
Tuff Ranch
BBQ) Liquor
License
Application –
Change of
Ownership**

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership for a Full On-Premises Sales Liquor License for McNary Restaurant (formerly Tuff Ranch BBQ) at 165 McNary Estates Drive, Keizer, Oregon. As required by Keizer ordinance, a public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing, Council recommend approval of the application.

Councilor Egli declared a potential conflict of interest because his business insures Tuff Ranch BBQ.

Mayor Christopher opened the Public Hearing.

David Zahradnik, Keizer, explained that the name is being changed back to McNary Restaurant and Lounge and traditional American foods will be served. Responding to questioning from Councilor Taylor, Mr. Zahradnik indicated that he had read about the Responsible Vendor Program. Councilor Taylor urged him to look into it.

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

Councilor Clark moved that Keizer City Council recommend approval of the application for a Full On-Premises Sales liquor license for McNary Restaurant & Lounge (formerly Tuff Ranch BBQ) under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Taylor seconded. Motion

passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. AJ's Hideaway
Bar and Grill
Liquor License
Application –
Change of
Ownership**

City Manager Chris Eppley reported that an application was submitted for a Change of Ownership for a Full On-Premises Sales Liquor License for AJ's Bar and Grill at 5048 River Road North, Keizer, Oregon. As required by Keizer ordinance, a public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing Council recommend approval of the application.

Councilor Egli declared a potential conflict of interest because his business insures AJ's Bar and Grill.

Mayor Christopher opened the Public Hearing.

Louis Risewick, Keizer, explained that eventually the bar would be changed to a sports bar with the focus on sporting events. He added that he had a degree in cooking so would be making menu changes. Responding to questioning from Councilor Taylor, Mr. Risewick noted that he was planning on participating in the Responsible Vendor Program. Mayor Christopher read a letter received from Jerry Carlson at A Storage Place which voiced hope that the new owners would be as good as the current ones. Mr. Risewick indicated that he would visit them.

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

Councilor Clark moved that Keizer City Council recommend approval of the application for a Full On-Premises Sales liquor license for AJ's Bar and Grill under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**ADMINISTRATIVE
ACTION**

**a. RESOLUTION –
Delegating
Acquisition of**

City Attorney Shannon Johnson explained that this was similar to what was done for the Buchholz property at a previous meeting noting that Oregon law allows the use of proceeds from sale of property in Area B at Keizer Station to be used outside the district but requires certain steps including the delegation of acquisition of the property to the Urban Renewal Agency.

**Buchanan
Property to
Urban Renewal
Agency**

Councilor Clark moved that Keizer City Council adopt a Resolution Delegating Acquisition of Buchanan Property to the Urban Renewal Agency. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION -
Adopting Use
Rates for the
Civic Center
Community
Rooms;
Repealing
Resolution
R2011-2103**

Assistant to the City Manager, Kevin Watson, reported that the community center continues to evolve with the types of uses and users and one recurring issue is the need to accommodate community partners and their fundraising events and/or outreach service programs. Therefore two additions to the rate structure have been developed. He explained those fees, user responsibilities and limitations. Mayor Christopher provided additional information regarding the various groups and their planned fundraising and outreach services. Mr. Watson fielded questions regarding staffing, set-up time, and clean-up time.

Councilor Clark moved that Keizer City Council adopt a Resolution Adopting Use Rates for the Civic Center Community Rooms; Repealing Resolution R2011-2103. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE –
Establishing
Erosion Control
Regulations;
Declaring an
Emergency**

Taken out of Order. Environmental Program Coordinator, Elizabeth Sagmiller, directed Council attention to her staff report and the proposed Ordinance. She explained that adoption of the Ordinance meets Minimum Control Measure Number 4 of the National Pollutant Discharge Elimination System Permit which keeps Keizer in compliance with the Clean Water Act. She then reviewed why the program is a good one for the City of Keizer, how the program was developed, explained that it will reduce redundancy and that ultimately builders will be able to follow the City's process rather than that of the State and City. She reviewed her handout in detail, showed pictures of issues in the Keizer area and fielded questions regarding the importance of keeping dirt and bark out of catch basins and the voluntary plan submission for home improvement projects.

Councilor Caillier moved to adopt an Ordinance Establishing Erosion Control Regulations; Declaring an Emergency. Councilor Smith seconded.

Councilor McKane voiced reservations on how this ordinance would affect the homeowner. Ms. Sagmiller explained that the homeowner

portion of the ordinance does not apply to stockpiling in a driveway; a homeowner would be liable only if over half a cubic foot of debris washed into the street while it was stockpiled in the driveway; homeowners are primarily included in the ordinance for educational purposes.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

A. Approval of April 18, 2011 Regular Session Minutes

Councilor Clark moved that Keizer City Council approve the Consent Calendar. Councilor Taylor seconded.

Councilor Egli noted that direction to staff regarding the redistricting was not reflected in the minutes.

Councilors Clark and Taylor withdrew their motion and second respectively. Minutes will be adjusted and resubmitted.

COMMITTEE REPORTS

Councilor Smith announced the upcoming Iris Festival and Stormwater Advisory Committee meeting.

Councilor Taylor announced the upcoming Bikeways Committee meeting.

Councilor Clark reviewed meetings she had attended including Mid-Willamette Area Commission on Transportation, Commissioners Breakfast, and West Keizer Neighborhood Association. She then announced the upcoming "Turn Around Awards", the Keizer Community Library Book Sale and K-23 meeting.

Councilor Egli reported that Festival of Lights Holiday parade is moving to Keizer.

Councilor Caillier announced the dates and times for the Stormwater Advisory Committee and Claggett Creek Watershed Council meetings.

Councilor McKane announced that he would be on the Good Vibrations float in the Iris Festival parade. He thanked Hertz Equipment for donating the equipment.

OTHER BUSINESS Chief Adams reported that a police officer had broken his wrist recently so staffing is down by another one.

Community Development Director Nate Brown brought attention to a grant program available through Oregon Department of Transportation: the Transportation Community and System Preservation Program. The Mid-Willamette Valley Council of Governments has volunteered to provide all the work necessary to submit the grant in coordination with Keizer because it has the potential to benefit the allocation for the State

Transportation Improvement Program money. This will not change the level of local match for which the City will be obligated. He requested that Council suspend the rules and adopt a resolution allowing the City to submit the grant application for this program.

Councilor Clark moved that the Keizer City Council suspend the rules to take up this matter. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Clark moved that Keizer City Council adopt a Resolution Authorizing the City of Keizer to apply for a grant from the U.S. Department of Transportation Federal Highway Administration to improve the intersection located at Chemawa Road and Verda Avenue and delegating authority to the City Manager to sign the grant application. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Mr. Watson announced the location of the Better World Books Epic Book Drive drop box in the Civic Center lobby and explained that the collection is for schools in New Orleans

Youth Councilor Hugo Nicolas announced the date for the upcoming spring concert adding that the Concert Choir got a state championship.

WRITTEN COMMUNICATIONS

Mayor Christopher read a letter commending Rob Kissler and Jennifer Warner for their assistance to Bonneville Power in placing information on the website for debris removal.

Mayor Christopher also read an email letter to the editor of Keizer Times and Statesman Journal thanking the Keizer Police Department for the "Residents Check During Vacation Program".

AGENDA INPUT

May 31, 2011

6:00 p.m. – Town Hall Meeting – Open Mike

June 6, 2011

5:45 p.m. – Executive Session

7:00 p.m. – Urban Renewal Agency Meeting

- Urban Renewal Agency Budget Public Hearing

7:15 p.m. – City Council Regular Session

- City of Keizer 201-2012 Budget Public Hearing

June 13, 2011

5:45 p.m. - City Council Work Session

June 20, 2011

7:00 p.m. City Council Regular Session

Discussion took place regarding the difference in attendance when the Town Hall meetings are held on Saturday rather than evenings. It was agreed to hold this Town Hall meeting as scheduled and if it is not well attended to make other plans for the next one.

ADJOURNMENT Mayor Christopher adjourned the meeting at 10:00 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 – Joe Egli

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:
