

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

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, June 18, 2012

6:00 p.m.

Keizer Civic Center
Keizer, Oregon 97303

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(e) – *To conduct deliberations with persons designated by the governing body to negotiate real property.*
 - b. Pursuant to ORS 192.660(2)(f) – *To consider information or records that are exempt by law from public inspection.*
 - c. Pursuant to ORS 192.660(2)(h) – *To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.*
 - d. Pursuant to ORS 192.660(2)(i) – *To review and evaluate the employment related performance of the chief executive officer of a public body, a public officer, employee or staff member who does not request an open hearing.*
4. **ADJOURN**

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

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

AGENDA

KEIZER CITY COUNCIL **REGULAR SESSION**

Monday, June 18, 2012

7:00 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

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

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

5. **PUBLIC HEARINGS**

- a. Porter's Pub Liquor License – Change of Ownership
- b. Kolby's Restaurant Bar and Billiards – New Liquor License

6. **ADMINISTRATIVE ACTION**

- a. **ORDINANCE** – Relating to the Amendment of the Electric Utility License Fee Ordinance – Amending Ordinance No. 94-286
- b. **ORDINANCE** – Relating to the Amendment of the Gas Utility License Fee Ordinance – Amending Ordinance No. 94-285
- c. **RESOLUTION** – Authorizing Temporary Use and Signs Subject to Conditions for 2012 City Sponsored Concert/Live Theatre Series at Keizer Rotary Amphitheatre

7. **CONSENT CALENDAR**

- a. **RESOLUTION** – Adopting Cost of Living Increase for City Employees Based on Committee Approved Budget for 2012-13
- b. **RESOLUTION** – Establishing the Traffic Safety/Bikeways Committee – Repealing R2003-1403 and R2007-1779
- c. **RESOLUTION** – Establishing the Keizer Little League Park Task Force

- d. Approval of May 7, 2012 Regular Session Minutes
- e. Approval of May 14, 2012 Work Session Minutes
- f. Approval of May 21, 2012 Regular Session Minutes

8. **COMMITTEE REPORTS**

- a. If I Were Mayor Contest Winners
- b. 2011-2012 Youth Councilor Recognition

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 2, 2012
7:00 p.m. – City Council Meeting

July 9, 2012
5:45 p.m. – City Council Work Session

July 16, 2012
7:00 p.m. – City Council Meeting

12. **ADJOURNMENT**

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

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

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

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

**SUBJECT: PORTER'S PUB – LIQUOR LICENSE APPLICATION - CHANGE OF
OWNERSHIP**

BACKGROUND:

On May 23, 2012 the City received an application for a change of ownership for the Full On-Premises Sales liquor license for Porter's Pub which is located at 4820 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 applicant. 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, David Thomas 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 Porters Pub 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

930 Chemawa Road NE • P.O. Box 21000 • Keizer, OR 97307-1000 • www.keizerpd.com

Phone (503) 390-3713 • Fax (503) 390-8295

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council

Thru: Chris Eppley, City Manager

From: Marc Adams, Chief of Police
Rita Powers, Police Support Supervisor *RA*

Subject: Liquor License Application (Change of Ownership) for:
Porter's Pub

Issue: Shall the City Council approve the liquor license application of Porter's Pub located at 4820 River Rd. N., Keizer, Oregon 97303?

Background

There has been ten police calls for service recorded at 4820 River Rd. N. within the last year. Three were in conflict with the ordinance related to alcohol sales and/or consumption.

The applicant, David Thomas has no Oregon Criminal History Convictions.

Thus, the background investigation did not reveal any information to be in conflict with Keizer City Ordinance 2010-623.

Recommendation

The Keizer Police Department recommends approval of the liquor license application for Porter's Pub, 4820 River Rd. N., Keizer, Oregon 97303.



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: _____

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: _____ LJS

Date: 5/15/12

90-day authority: ☐ Yes ☐ No

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

① Ironworks Pubs, LLC ③ _____
 ② _____ ④ _____

2. Trade Name (dba): Porters Pub

3. Business Location: 4820 River Road North Keizer Marion Oregon 97303
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4820 River Road North Keizer Oregon 97303
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-393-3269 503-390-9602
 (phone) (fax)

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

7. If yes to whom: Georgia G. Bremmeyer Type of License: Full on-premises sales

8. Former Business Name: Porters Pub

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

10. What is the local governing body where your business is located? Keizer, Oregon Marion
 (name of city or county)

11. Contact person for this application: David Thomas cell: 503-932-9614
 (name) (phone number(s))
566 Eagle View Dr. Salem, Oregon 97304 dandkthomas@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 David Thomas Date 7 May 2012 RECEIVED Date _____
 OREGON LIQUOR CONTROL COMMISSION
 ② _____ Date _____ ④ _____ Date _____

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

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

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

SUBJECT: KOLBY'S RESTAURANT BAR AND BILLIARDS LIQUOR LICENSE

BACKGROUND:

On May 25th, 2012, the City received an application for a Full On-Premises Sales liquor license for Kolby's Restaurant Bar and Billiards which is located at 3838 River Road N, Keizer, Oregon, formerly The Dugout Sports Bar & Grill.

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. A request was sent to the Keizer Police Department to conduct a background check on the applicants. The Department reports a clear background report on the applicants. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned and has no additional comment on the application.

The applicant, Cameron Kyle 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 Kolby's Restaurant Bar and Billiards 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

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Phone (503) 390-3713 • Fax (503) 390-8295

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council
Thru: Chris Eppley, City Manager
From: Marc Adams, Chief of Police
Rita Powers, Police Support Supervisor (Signature)
Subject: Liquor License Application for:
Kolby's Restaurant Bar and Billiards

Issue: Shall the City Council approve the liquor license application of Kolby's Restaurant Bar and Billiards, located at 3838 River Rd. N., Keizer, Oregon 97303?

Background

Calls for service at this location within the past year are associated with the previous business tenant or for alarms during vacancy.

The applicant, Cameron Kyle, has no Oregon Criminal History.

Thus, the background investigation did not reveal any information to be in conflict with Keizer City Ordinance 2010-623.

Recommendation

The Keizer Police Department recommends approval of the liquor license application for Kolby's Restaurant Bar and Billiards, 3838 River Rd. N., Keizer, Oregon 97303.



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: _____

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: LVH

Date: 5/24/12

90-day authority: ☐ Yes ☐ No

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

① LYNNE MATTHEWS, INC. ③ _____

② _____ ④ _____

2. Trade Name (dba): KOLBY'S RESTAURANT BAR & BILLIARDS

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

4. Business Mailing Address: 902 PINE ST. NE SALEM OR 97301
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-931-4535 541-610-1999
(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: _____
(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: CAMERON D. KYLE 503-931-4535
(name) (phone number(s))

902 PINE ST. NE 541-610-1999 Corky97302@YAHOO.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 [Signature], CEO Date 5/24/12 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: AMENDMENT OF ELECTRIC UTILITY LICENSE FEE
ORDINANCE**

We have negotiated the franchise agreement with Portland General Electric and that agreement is attached.

We also have been working with Salem Electric to enter into the same agreement. Salem Electric is an electric cooperative, much different than PGE and they desire some changes in their agreement. We have reached agreement on some of those, but have not been able to finalize all issues.

Because the existing utility license fee applies to all electric companies, we need to wait until we have a full agreement with Salem Electric because we cannot repeal the utility license fee until we are in that position. Therefore, I have prepared an Ordinance extending the license fee to October 31, 2012. Because of the standard thirty day effective date, we will need to adopt thirty days before this termination date.

RECOMMENDATION:

Adopt the attached extension Ordinance.

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

ESJ/tmh

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FRANCHISE AGREEMENT

This Franchise Agreement grants Portland General Electric Company (“Grantee”) a non-exclusive franchise for ten years to erect, construct, maintain, repair, update and operate an electric light and power system within the City of Keizer (“City”), sets the terms and conditions of the franchise and provides an effective date.

WHEREAS, Grantee has been providing electric light and power service within the City; and

WHEREAS, Grantee is duly authorized by the Oregon Public Utility Commission (“OPUC”) to supply electric light and power within the City; and

WHEREAS, the City has the authority to regulate the use of the Public ROW (as defined below) within the City and to receive compensation for the use of the Public ROW; and

WHEREAS, the City and Grantee both desire Grantee to continue to be able to provide electrical service within the City and to establish the terms by which Grantee shall use and occupy the Public ROW;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE.

(A) The City hereby grants to Grantee and its successors and assigns, subject to the terms and conditions in this Franchise, a nonexclusive franchise to erect, construct, repair, maintain, upgrade and operate an electric light and power system within the City as it now exists or may be extended in the future, including related communication equipment for Grantee’s internal use and Grantee Facilities (as defined below). This Franchise includes the privilege to install, repair, maintain, upgrade and operate Facilities necessary for the operation of Grantee’s Electric Light and Power

1 System (as defined below) upon, over, along, and across the
2 surface of and the space above and below the streets, alleys,
3 roads, highways, sidewalks, bridges, City park property and other
4 public ways (collectively, "Public ROW") for the provision of public
5 utility services within the City as Grantee's Electric Light and
6 Power System now exists or is extended or upgraded in the future.
7 The City and Grantee shall mutually agree on the location and
8 design of any new Grantee Facilities constructed in City park
9 property. Nothing in this Franchise limits the City from granting
10 others the right to carry on activities similar to, or different from the
11 ones described in this Franchise. The rights granted herein do not
12 include the right to build or site electric generating facilities in the
13 Public ROW.

14 **(B)** All Grantee Facilities in possession of Grantee currently or
15 during the Term (as defined in Section 2(A)) that are located within
16 the Public ROW are covered by this Franchise and are deemed
17 lawfully placed in their current locations. The City may require
18 relocation of Grantee Facilities as further specified in Section 8.

19 **(C)** Grantee may provide telecommunications services as defined
20 in ORS 759.005 as it may be amended from time to time via
21 Grantee's Electric Light and Power System if it obtains all
22 necessary and applicable authorizations from the OPUC regarding
23 the provision of telecommunications service to the public and
24 obtains any necessary, lawful and applicable authorization from the
25 City for use of the Public ROW for such provision, including
26 entering into a separate franchise with the City.

27 **SECTION 2. TERM AND EFFECTIVE DATE.**

28 **(A) Effective Date.** The effective date of this Franchise shall be
29 thirty (30) days after the City Council passes a resolution adopting
30 this Franchise and Grantee accepts this Franchise in writing in
31 accordance with Section 25 herein; and if such written acceptance

1 is not so filed within said period, this Franchise shall be null and
2 void.

3 **(B) Duration of Franchise.** The term of this Franchise, and all
4 rights and obligations pertaining thereto, shall be ten years from the
5 effective date of the Franchise ("Term") unless renegotiated or
6 terminated as provided herein. The Term shall automatically renew
7 for two (2) five (5) year Terms, unless either party provides the
8 other party one hundred eighty (180) days advanced written notice
9 of its desire not to renew this Franchise prior to the expiration of the
10 initial Term or renewal Term.

11 **(C) Charter and General Ordinances to Apply.** To the extent
12 authorized by law, this Franchise is subject to the Charter of the
13 City of Keizer and general ordinance provisions passed pursuant
14 thereto, including the applicable provisions of the Keizer
15 Development Code, the Public Works Design Standards, and the
16 Public Works Standard Construction Specifications requiring
17 underground utilities in subdivisions or partitions, and state statutes
18 and regulations existing during the Term. Nothing in this Franchise
19 shall be deemed to waive the requirements of the various codes
20 and ordinances of the City regarding permits, fees to be paid that
21 are generally applicable to other similar businesses operating within
22 the City, including but not limited to fees for permits, inspections,
23 and for administrative time spent in review of construction plans, or
24 the manner of construction.

25 **SECTION 3. DEFINITIONS.**

26 **(A) Captions.** Throughout this Franchise, captions to sections are
27 intended solely to facilitate reading and to reference the provisions
28 of this Franchise. The captions shall not affect the meaning and
29 interpretation of this Franchise.

1 **(B) Definitions.** For purposes of this Franchise, the following
2 terms, phrases, and their derivations shall have the meanings given
3 below unless the context indicates otherwise. When not
4 inconsistent with the context, words used in the present tense
5 include the future tense, words in the plural number include the
6 singular number, and words in the singular number include the
7 plural number. The word "shall" is always mandatory and not
8 merely directory.

9 **(1)** "City" means the City of Keizer, an Oregon municipal
10 corporation, and all of the territory within its corporate
11 boundaries, as such may change from time to time.

12 **(2)** "City Council" means the Council of the City.

13 **(3)** "City Recorder" means the Recorder of the City.

14 **(4)** "Director of Finance" means the Director of Finance of
15 the City.

16 **(5)** "Franchise" means this Franchise Agreement as fully
17 executed by the City and Grantee and adopted by the City
18 Council by Resolution.

19 **(6)** "Grantee" means Portland General Electric Company, an
20 Oregon corporation.

21 **(7)** "Grantee Facility" means any tangible component of
22 Grantee's Electric Light and Power System, including but not
23 limited to any poles, guy wires, anchors, wire, fixtures,
24 equipment, conduit, circuits, vaults, switch cabinets,
25 transformers, secondary junction cabinets, antennas,
26 communication equipment and other property necessary or
27 convenient to supply electric light and power by Grantee
28 within the City.

1 **(8)** "Grantee's Electric Light and Power System" means all
2 real property and Grantee Facilities used by Grantee in the
3 transmission and distribution of its services that are located
4 inside the boundaries of the City.

5 **(9)** "Gross Revenues" shall be deemed to include any and all
6 revenues derived by Grantee within the City from Grantee's
7 Electric Light and Power System, and includes, but is not
8 limited to, the sale of and use of electricity and electric
9 service, and the use, rental, or lease of Grantee Facilities,
10 after adjustment for the net write-off of uncollectible
11 accounts. Gross Revenues do not include proceeds from
12 the sale of bonds, mortgages or other evidence of
13 indebtedness, securities or stocks, or sales at wholesale by
14 one public utility to another of electrical energy when the
15 utility purchasing such electrical energy is not the ultimate
16 consumer. Gross Revenues also do not include revenue
17 from joint pole use. For purposes of this Franchise, revenue
18 from joint pole use includes any revenue collected by
19 Grantee from other franchisees, permittees, or licensees of
20 the City for the right to attach wires, cable or other facilities
21 or equipment to Grantee's poles or place them in Grantee's
22 conduits.

23 **(10)** "Mayor" means the Mayor of the City.

24 **(11)** "NESC" means the National Electrical Safety Code.

25 **(12)** "OPUC" means the Oregon Public Utility Commission.

26 **(13)** "Person" means any individual, sole proprietorship,
27 partnership, association, corporation, cooperative, People's
28 Utility District, or other form of organization authorized to do

business in the State of Oregon, and includes any natural person.

(14) "Public ROW" shall have the meaning described in Section 1.1(A).

(15) "PUE" shall mean a public utility easement not within the Public ROW that is granted to the City for use for public utilities.

(16) "Public Works Director" means the Public Works Director of the City.

(17) "Term" shall have the meaning described in Section 2(A).

(18) "Year," "annual," or "annually" means the period consisting of a full calendar year, beginning January 1 and ending December 31, unless otherwise provided in this Franchise.

SECTION 4. CONSTRUCTION

(A) Construction. Subject to the NESC, Grantee's Electric Light and Power System shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other facilities that may have been laid in the Public ROW by or under the City's authority. Grantee and the City shall work together during any design process affecting the Public ROW to establish suitable locations for Grantee's Facilities. Assuming there is sufficient space in the Public ROW, all poles shall be placed between the sidewalk and the edge of the Public ROW unless another location is approved by the Public Works Director. If there is not sufficient space in the Public ROW, the City agrees to provide a suitable

1 alternative location that meets Grantee's engineering standards,
2 the NESC and generally applicable standards published by the City
3 in order for Grantee to maintain sufficient service.

4 **(B) Acquisition.** Subsequent to the effective date of this
5 Franchise, upon Grantee's acquisition of additional Grantee
6 Facilities in the Public ROW, or upon any addition or annexation to
7 the City of any area in which Grantee retains Grantee Facilities in
8 the Public ROW of such addition or annexation, Grantee shall
9 submit to the City a statement describing all Grantee Facilities
10 involved, whether authorized by a franchise agreement or upon any
11 other form of prior right, together with a map, as described in
12 Section 5, specifying the location of all such Grantee Facilities.
13 Such Grantee Facilities shall immediately be subject to the terms of
14 this Franchise.

15 **(C) Emergency Repairs.** In the event emergency repairs to
16 Grantee Facilities are necessary, Grantee shall as soon as
17 reasonably possible notify the City of the need for such repairs.
18 Grantee may immediately initiate such emergency repairs and
19 apply for appropriate permits the next business day or as soon as
20 reasonably possible following discovery of the emergency.

21 **(D) Reasonable Care.** All work completed by Grantee within the
22 Public ROW shall be conducted with reasonable care and with the
23 goal of minimizing the risk to those using the Public ROW and to
24 minimize the risk of damage to public and third party property. All
25 work shall be performed in accordance with all applicable laws and
26 regulations, including but not limited to the NESC, the conditions
27 contained in the City permit for the work, and generally applicable
28 standards published by the City. Any work completed by Grantee

1 within the Public ROW may be inspected by the City to determine
2 whether it complies with Grantee's permit issued by the City. If
3 emergency work has been completed by Grantee in the Public
4 ROW and the City determines such work was not completed in a
5 City approved location in accordance with the applicable City
6 permit, the City shall notify Grantee and provide Grantee with sixty
7 (60) days after the emergency has passed to re-perform the work in
8 a City approved location in accordance with the applicable City
9 permit, subject to the NESC.

10 **SECTION 5. SUPPLYING MAPS.**

11 Grantee shall maintain maps and data pertaining to the location of
12 Grantee Facilities on file at its corporate offices or at an office in
13 Oregon. After providing Grantee with twenty-four (24) hours prior
14 notice, the City may inspect the maps (excluding Grantee
15 proprietary information) at any time during Grantee's business
16 hours. Upon request of the City and without charge, Grantee shall
17 furnish current maps to the City by electronic data in read-only
18 format showing the general location of Grantee Facilities, excluding
19 Grantee proprietary information. Unless required by law, the City
20 will not sell or provide Grantee prepared maps or data to third
21 parties without written permission from Grantee. Upon request of
22 Grantee, the City will make available to Grantee any relevant City
23 prepared maps or data at no charge to Grantee.

24 **SECTION 6. EXCAVATION.** Subject to Sections 4 and 7, and after obtaining
25 any permits required by the City, Grantee may make all necessary
26 excavations within the Public ROW for the purpose of installing,
27 repairing, upgrading or maintaining Grantee Facilities. The City
28 shall inform the Grantee through the permitting process or earlier, if

possible, of any limitations enacted by the City on excavation in particular geographic areas within the City. Notwithstanding the foregoing two sentences, in the case of an emergency that cannot reasonably be addressed without excavation in the Public ROW, no permit shall be required prior to excavation and no limitations on excavation in particular geographic areas within the City shall apply for the Public ROW affected by such emergency; provided, Grantee complies with Sections 4 and 7. Should there be a direct conflict between any terms or conditions stated in a permit granted by the City and the terms of this Franchise, the terms of this Franchise shall control. All excavations made by Grantee in the Public ROW shall be properly safeguarded for the prevention of accidents. All of Grantee's work under this Section shall be completed in strict compliance with all applicable rules, regulations and ordinances of the City, the state and federal authorities. Should a customer of Grantee be required, pursuant to Grantee's tariff on file with the OPUC, to make excavations that are located in the Public ROW, the City agrees that Grantee shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, ordinances of the City and/or with City standards.

SECTION 7. RESTORATION AFTER EXCAVATION.

Except as otherwise provided for in this Section, Grantee shall restore the surface of the Public ROW disturbed by any excavation by Grantee to at least the same condition that it was in prior to excavation, but in any event to the generally applicable City standards published at the time. If Grantee excavates the surface of the Public ROW, Grantee shall be responsible for restoration of the Public ROW and the area affected by the excavation. If

1 Grantee fails to restore the Public ROW to at least the same
2 condition that it was in prior to the excavation, the City shall give
3 Grantee written notice and provide Grantee a reasonable period of
4 time, not to exceed thirty (30) days, to restore the Public ROW. If
5 the work of Grantee creates a public safety hazard as determined
6 by the Public Works Director, Grantee may be required to repair or
7 restore the Public ROW within twenty-four (24) hours notice from
8 the City, or such time as agreed between the Public Works Director
9 and Grantee, taking into consideration weather and other relevant
10 factors. Should Grantee fail to make such repairs or restorations
11 within the aforementioned time frames, the City may, after providing
12 notice to Grantee and a reasonable opportunity to cure, refill or
13 repave any opening made by Grantee in the Public ROW and the
14 expense thereof shall be paid by Grantee. The City reserves the
15 right, after providing notice to Grantee, to remove or repair any
16 work completed by Grantee, which, in the determination of the
17 Public Works Director is inadequate, using a qualified contractor in
18 accordance with applicable state and federal safety laws and
19 regulations. The cost thereof, including the cost of inspection and
20 supervision, shall be paid by Grantee. In the event that Grantee's
21 work is coordinated with other construction work in the Public
22 ROW, the Public Works Director may excuse Grantee from
23 restoring the surface of the Public ROW, providing that as part of
24 the coordinated work, the Public ROW is restored to good order
25 and condition.

26 **SECTION 8. RELOCATION.**

27 **(A) Permanent Relocation Required by City –** This subsection
28 covers relocation of overhead Grantee Facilities that will remain

overhead, and underground Grantee Facilities that will remain underground. Subject to ORS Chapter 758, the City shall have the right to require Grantee to change the location of Grantee's Electric Light and Power System when necessary or convenient in the interest of the public, and, unless otherwise agreed, the expenses thereof shall be paid by Grantee. However, when the City requests a subsequent relocation of all or part of the same Grantee Facilities less than two years after the initial relocation that is necessary or convenient in the interest of the public, and not at the request of or to accommodate a third party, the subsequent relocation shall be at the expense of the City unless the relocation is necessitated by a natural disaster that is not precipitated by the actions of City or City's agent. The City agrees to provide a suitable location in the Public ROW for Grantee Facilities that meets Grantee's engineering standards, the NESC and generally applicable standards published by the City in order for Grantee to maintain sufficient service. If sufficient space is not available in the Public ROW for Grantee Facilities, Grantee and the City shall cooperate to enable the City to obtain sufficient easements from private property owners to accommodate Grantee Facilities in order to maintain service and permit upgrades of Grantee Facilities. Should Grantee fail to remove or relocate any such Grantee Facilities within sixty (60) days after the date established by the City, or a mutually agreed upon time period which, except in the event of public emergency, absent mutual agreement shall not occur sooner than sixty (60) days after the City provides written notice to remove/relocate to Grantee, the City may cause or effect such removal or relocation, performed by a qualified contractor in

1 accordance with applicable state and federal safety laws and
2 regulations and Grantee's standards, and the expense thereof shall
3 be paid by Grantee.

4 **(B) Notice.** The City will endeavor to provide as much notice prior
5 to requiring Grantee to relocate Grantee Facilities as possible. The
6 notice shall specify the date by which the existing Grantee Facilities
7 must be removed or relocated. Nothing in this provision shall
8 prevent the City and Grantee from agreeing, either before or after
9 notice is provided, to a schedule for relocation.

10 **(C) Permanent Relocation - Undergrounding.** As permitted by,
11 and in accordance with City ordinance and any applicable law,
12 administrative rule, or regulation, the City may require Grantee to
13 convert any overhead Grantee Facilities to underground Grantee
14 Facilities at the same or different locations, subject to Grantee's
15 engineering and safety standards. This subsection shall not apply
16 to Grantee Facilities used for or in connection with the transmission
17 of electric energy at nominal voltages in excess of 35,000 volts or
18 to pedestals, cabinets or other related above-ground equipment,
19 except that Grantee shall convert specific pedestals, cabinets or
20 other related above-ground equipment to underground if the City
21 agrees to pay a "premium charge" that equals the difference
22 between the cost of the standard above-ground equipment and the
23 cost of the version of such equipment that meets Grantee's
24 engineering and safety standards for placement underground . Any
25 such relocation shall be consistent with applicable long-term
26 development plans or projects of the City, or as approved by the
27 City. The expense of such a conversion shall be paid by Grantee,
28 and Grantee may recover its costs from its customers in

1 accordance with state law, administrative rule, or regulation. The
2 City may designate that Grantee collect such costs from only a
3 portion of its customers within the boundaries of the City in
4 accordance with OAR 860-022-0046(4) as it may be amended from
5 time to time. The City agrees to provide a suitable location in the
6 Public ROW that meets Grantee's engineering standards, the
7 NESC and generally applicable standards published by the City in
8 order for Grantee to maintain sufficient service. If sufficient space
9 is not available in the Public ROW, then the City will obtain
10 sufficient easements from private property owners to accommodate
11 Grantee Facilities in order to maintain service and permit upgrades
12 of Grantee Facilities. Nothing in this subsection prevents the City
13 and Grantee from agreeing to a different form of cost recovery
14 consistent with applicable statutes, administrative rules, City Code
15 or City Charter and Grantee's tariff on file with the OPUC on a
16 case-by-case basis.

17 **(D) Temporary Relocation at Request of Third Parties.**

18 Whenever it is necessary to temporarily relocate or rearrange any
19 Grantee Facility in order to permit the passage of any building,
20 machinery or other object, Grantee shall perform the work after
21 receiving sixty (60) business days written notice from the persons
22 desiring to move the building, machinery or other object. The
23 notice shall: (1) demonstrate that the third party has acquired at its
24 expense all necessary permits from the City; (2) detail the route of
25 movement of the building, machinery, or other object; (3) provide
26 that the person requesting the temporary relocation shall be
27 responsible for Grantee's costs; (4) provide that the requestor shall
28 indemnify and hold harmless the City and Grantee from any and all

1 damages or claims resulting either from the moving of the building,
2 machinery or other object or from the temporary relocation of
3 Grantee Facilities; and (5) be accompanied by a cash deposit or
4 other security acceptable to Grantee for the costs of relocation.
5 Grantee in its sole discretion may waive the security obligation.
6 The cash deposit or other security shall be in an amount
7 reasonably calculated by Grantee to cover Grantee's costs of
8 temporary relocation and restoration. All temporary relocations
9 under this subsection shall comply with ORS 757.805.

10 **(E) Temporary Relocation at Request of City.** Subject to
11 ORS Chapter 758, the City may require Grantee to temporarily
12 remove and relocate Grantee Facilities, subject to Grantee's
13 engineering and safety standards, by giving sixty (60) days notice
14 to Grantee. Prior to such relocation, the City agrees to provide a
15 suitable location in the Public ROW, as mutually agreed, or a
16 temporary construction easement that meets Grantee's engineering
17 standards, the NESC and generally applicable standards published
18 by the City, and that allows the Grantee to place its Facilities on the
19 easement in order for Grantee to maintain sufficient service until
20 such time as Grantee moves its Facilities to their permanent
21 location. The City will assist Grantee in acquiring easements from
22 private property owners if a sufficient location is not available in the
23 Public ROW that meets Grantee's engineering standards and
24 NESC requirements, or the City has not obtained construction
25 easements for the public project necessitating the temporary
26 relocation. The cost of temporary removal or relocation of Grantee
27 Facilities that is necessary or convenient for public projects, as well
28 as the cost of replacing Grantee Facilities in the permanent

1 location, shall be paid by Grantee. However, when the City
2 requests a subsequent relocation of all or part of the same Grantee
3 Facilities occurring less than two years after the initial relocation,
4 that is necessary or convenient for a public project and not at the
5 request of or to accommodate a third party request, the subsequent
6 relocation shall be at the expense of the City.

7 **(F) Permanent Relocation at Request of Third Party.** In the
8 event that any relocation is requested by or is to accommodate a
9 third party, Grantee shall seek reimbursement from the third party
10 and not from the City. Such relocation shall be consistent with any
11 applicable long-term development plan or projection of the City or
12 approved by the City; however, if relocation of Grantee Facilities is
13 caused or required by the conditions placed by the City on approval
14 for projects of third parties, such relocation shall in no event fall
15 under the provisions of subsections (A), (C) or (E) of this Section 8.
16 The City and Grantee agree to cooperate to minimize the economic
17 impact of such relocation on each Party.

18 **SECTION 9. PUBLIC ROW VACATION.**

19 If all or a portion of the Public ROW used by Grantee is vacated by
20 the City during the Term, upon request and if reasonably possible,
21 the City shall either condition the approval of the vacation on the
22 reservation of an easement for Grantee Facilities in their then-
23 current location that prohibits any use of the vacated property that
24 interferes with Grantee's full enjoyment and use of its easement, or
25 permit Grantee Facilities to remain in a PUE. Upon request, the
26 City will cooperate with Grantee to identify alternative locations
27 within the Public ROW for Grantee Facilities if they are not
28 permitted to remain in the vacated area.

1 **SECTION 10. CITY PUBLIC WORKS AND IMPROVEMENTS.**

2 Nothing in this Franchise shall be construed in any way to prevent
3 the City from excavating, grading, paving, planking, repairing,
4 widening, altering, or completing any work that may be needed or
5 convenient in the Public ROW that is consistent with the NESC.
6 The City shall coordinate any such work with Grantee to avoid, to
7 the extent reasonably foreseeable, any obstruction, injury or
8 restrictions on the use by Grantee of any Grantee Facilities, and the
9 City shall be responsible for the costs to repair any damage to
10 Grantee Facilities arising out of such work. Nothing in this Section
11 relieves Grantee from its obligations stated in Section 8.

12 **SECTION 11. USE OF GRANTEE FACILITIES.**

13 City shall enter into attachment agreements with Grantee and
14 obtain permits to string wires on Grantee's poles or run wires in
15 Grantee's trenches and/or conduit for municipal purposes and to
16 attach fire and police alarm and communication equipment to
17 Grantee's poles, provided that such wires and equipment: a) do not
18 unreasonably interfere with Grantee operations; b) conform to the
19 NESC; and c) the City's excess capacity on such wires and
20 equipment is not leased to, sold to or otherwise used by non-
21 governmental third parties. Grantee shall not charge the City for
22 such attachments to its poles or in its conduits; however, the City
23 shall be responsible to pay for any make-ready and inspections
24 Grantee must perform in order to provide access to Grantee
25 Facilities for City wires and equipment in accordance with the
26 NESC. Should any of the City's attachments to Grantee Facilities
27 violate the NESC, the City shall work with Grantee to address and
28 correct such violations in an agreed-upon period of time. The City

1 shall indemnify and hold Grantee harmless from loss or damage
2 resulting from the presence of City's wires and equipment on or in
3 Grantee Facilities. For purposes of this Franchise, "make-ready"
4 shall mean engineering or construction activities necessary to make
5 a pole, conduit, or other support equipment available for a new
6 attachment, attachment modifications, or additional facilities.

7 **SECTION 12. PAYMENT FOR USE OF PUBLIC ROW.**

8 **(A) Use of Public ROW.** In consideration for its use of the Public
9 ROW in accordance with the terms of this Franchise, Grantee
10 agrees to pay the City an amount equal to 3 1/2 percent of the
11 Gross Revenue received by Grantee from its customers within the
12 City unless such percentage is changed during the Term of this
13 Franchise in accordance with its terms. The payment for each year
14 shall be based on the Gross Revenue collected by Grantee during
15 the previous calendar year from Grantee's customers, and shall be
16 paid on an annual basis. To the maximum extent permissible
17 under state law and regulation, the payment imposed by this
18 subsection shall be considered an operating expense of Grantee
19 and shall not be itemized or billed separately to consumers within
20 the City.

21 **(B) Property Tax Limitations Do Not Apply.** The payment
22 described in this Section 12 is not subject to the property tax
23 limitations of Article XI, Sections 11(b) and 11(19) of the Oregon
24 Constitution and is not a fee imposed on property or property
25 owners by fact of ownership.

26 **(C) Privilege Tax.** The City shall retain the right, as permitted by
27 Oregon law, to charge a privilege tax based on a percentage of the
28 Gross Revenue earned from Grantee's customers within the City in

1 addition to the payment amounts set forth in subsection (A). The
2 City shall provide Grantee at least ninety (90) days notice prior to
3 such privilege tax becoming effective. Grantee shall follow state
4 regulations regarding the inclusion of such privilege tax as an
5 itemized charge on the electricity bills of its customers within the
6 City. No later than forty-five (45) days following a calendar quarter,
7 Grantee shall remit to the Director of Finance any privilege tax
8 collected during the previous quarter and a statement showing the
9 amount of Gross Revenues for such quarter.

10 **(D) Remittance of Annual Payment.** Grantee shall remit to the
11 Director of Finance on or before the first (1st) day of April of each
12 year, the annual franchise fee payment. Payment must be made in
13 immediately available federal funds. With its annual payment,
14 Grantee shall provide the City a statement under oath showing the
15 Gross Revenue for the preceding year.

16 **(E) Acceptance of Payment.** Acceptance by the City of any
17 payment due under this Section shall not be a waiver by the City of
18 any breach of this Franchise occurring prior to the acceptance, nor
19 shall the acceptance by the City preclude the City from later
20 establishing that a larger amount was actually due, or from
21 collecting the balance due to the City.

22 **(F) Late Payments.** Interest on late payments shall accrue from
23 the due date based on Grantee's cost of debt as approved by the
24 OPUC as of the due date, and shall be computed based on the
25 actual number of days elapsed from the due date until payment.
26 Interest shall accrue without regard to whether the City has
27 provided notice of delinquency. If the late payment is discovered as
28 a result of an audit, Section 13 shall apply.

29 **(G) No Exemption From Other Fees or Taxes.** Payment of the
30 amounts described in this Section 12 shall not exempt Grantee

1 from the payment of any other license fee, tax or charge on the
2 business, occupation, property or income of Grantee that may be
3 lawfully imposed by the City or any other taxing authority, including
4 but not limited to charges for plan review and fees for inspection,
5 except as may otherwise be provided in the ordinance or laws
6 imposing such other license fee, tax or charge.

7 **(H) Direct Access and Volumetric Methodologies.** The City
8 may, consistent with state law, direct that the payments made under
9 this Section 12 be based on volume-based methodologies as
10 specifically described in ORS 221.655 instead of the formula set out
11 in subsections 12 (A) and (C). Notice must be given to Grantee in
12 writing for the subsequent payments to be made using volume-
13 based methodology. The volumetric calculation shall apply to
14 payments made in one calendar year (based on January 1 to
15 December 31 billings from the previous calendar year). The choice
16 to use volumetric methodology must be renewed annually by the
17 City. No notice is necessary if the City chooses to remain on the
18 revenue-based calculation.

19 **(I) Payment Obligation Survives Franchise.** If prior to the
20 expiration of this Franchise the parties do not finish negotiation of a
21 new franchise agreement, the obligation to make the payments
22 imposed by this Section 12 shall survive expiration of this Franchise
23 until a new franchise agreement becomes effective and supersedes
24 this Franchise. In the event this Franchise is terminated before
25 expiration, Grantee shall make the remaining payments owed, if
26 any, within ninety (90) days of the termination date.

27 **SECTION 13. AUDIT.**

28 **(A) Audit Notice and Record Access.** The City may request a
29 third party audit of Grantee's calculation of Gross Revenues for any
30 time period more recent than the time period covered by the most
31 recent audit. Within ten (10) business days after receiving a written

1 request from the City, or such other time frame as agreed by both
2 parties, Grantee shall furnish the City and any auditor retained by
3 the City: (1) information sufficient to demonstrate that Grantee is in
4 compliance with this Franchise; and (2) access to all books,
5 records, maps and other documents maintained by Grantee with
6 respect to Grantee Facilities that are necessary for the City to
7 perform such audit. Grantee shall provide access to such
8 information to City within the City during regular Grantee business
9 hours.

10 **(B) Audit Payment.** If the City's audit shows that the amounts due
11 to the City are higher than those based on the Grantee's calculation
12 of Gross Revenue, then Grantee shall make a payment for the
13 difference within sixty (60) days after the delivery to Grantee of the
14 audit results. In addition to paying any underpayment, Grantee
15 shall pay interest at the statutory rate designated in ORS 82.010 as
16 it may be amended from time to time, but not penalties, as specified
17 in this Franchise, from the original due date. If the City's audit
18 shows that the amounts due to the City are less than those based
19 on Grantee's calculation of Gross Revenue, then the Grantee shall
20 deduct its overpayment from the next franchise fee payment the
21 Grantee makes to the City, including interest at the statutory rate
22 designated in ORS 82.010, as it may be amended from time to
23 time, from the original due date. The City and the Grantee agree
24 that they will split the cost of any third party audit conducted
25 pursuant to this Section 13, and shall cooperate in good faith to
26 select an acceptable third party auditor.

27 **SECTION 14. TERMINATION AND REMEDIES.**

28 **(A) By City for Cause.** If Grantee ceases to maintain Grantee
29 Facilities in accordance with the maintenance commitments
30 outlined in the Service Quality Measures Review filed with the
31 OPUC, and this causes an increase in the risk to the public of

1 personal injury or property damage, the City shall notify Grantee
2 and Grantee shall have thirty (30) days after the date of the notice
3 to eliminate such risk or, if such risk can not be eliminated within
4 thirty (30) days, such reasonable time period as is required to
5 eliminate such risk and Grantee shall bear all costs related to
6 remedying the risk. If Grantee does not eliminate the risk in
7 accordance with the preceding sentence, the City may then
8 terminate this Franchise by providing Grantee written notice of
9 termination.

10 **(B) By City if City Will Provide Service.** The City may terminate
11 this Franchise upon one year's written notice to Grantee in the
12 event that the City decides to engage in public ownership of the
13 electric facilities located in the Public ROW and the public
14 distribution of electric energy to customers throughout the City in
15 accordance with ORS 758.470.

16 **(C) City Reserves Right to Terminate.** In addition to any other
17 rights provided for in this Franchise, the City reserves the right,
18 subject to subsections 14 (E) and (F), to terminate this Franchise in
19 the event that:

20 **(1)** The Grantee materially violates any material provision of
21 this Franchise;

22 **(2)** The Grantee is found by a court of competent jurisdiction
23 to have practiced any material fraud or deceit upon the City;

24 **(3)** There is a final determination that Grantee has failed,
25 refused, neglected or is otherwise unable to obtain or
26 maintain Grantee's service territory designation required by
27 any federal or state regulatory body regarding Grantee's
28 operation of Grantee's Electric Light and Power System or

29 **(4)** Grantee becomes unable or unwilling to pay its debts, or
30 is adjudged bankrupt.

1 **(D) Material Provisions.** For purposes of this Section 14, the
2 following are material provisions of this Franchise, allowing the City
3 to exercise its rights under this Section 14 or as set forth elsewhere
4 in this Franchise:

5 **(1)** The invalidation, failure to pay or any suspension of
6 Grantee's payments of franchise fees or privilege taxes to
7 the City for use of the Public ROW under this Franchise;

8 **(2)** Any failure by Grantee to submit timely reports as may be
9 requested by the City, regarding the calculation of its
10 franchise fees or privilege taxes paid or to be paid to the
11 City;

12 **(3)** Any failure by Grantee to maintain the liability insurance
13 or self insurance required under this Franchise;

14 **(4)** Any failure by Grantee to provide copies of requested
15 information as provided under Sections 4, 5, and 13 above;
16 and

17 **(5)** Any failure by Grantee to otherwise substantially comply
18 with the requirements of Section 4 through Section 20 of this
19 Franchise, unless otherwise agreed.

20 **(E) Notice and Opportunity to Cure.** The City shall provide
21 Grantee thirty (30) days prior written notice of its intent to exercise
22 its rights under this Section 14, stating the reasons for such action.
23 If Grantee cures the basis for termination or if the Grantee initiates
24 efforts satisfactory to the City to remedy the basis for termination
25 and the efforts continue in good faith within the thirty (30) day
26 notice period, the City shall not exercise its remedy rights. If
27 Grantee fails to cure the basis for termination or if the Grantee does
28 not undertake and/or maintain efforts satisfactory to the City to

1 remedy the basis for termination within the thirty (30) day notice
2 period, then the City Council may impose any or all of the remedies
3 available under this Section 14.

4 **(F) Remedies.** In determining which remedy or remedies are
5 appropriate, the City shall consider the nature of the violation, the
6 person or persons burdened by the violation, the nature of the
7 remedy required in order to prevent further such violations, and any
8 other matters the City deems appropriate.

9 **(G) Financial Penalty.** In addition to any rights set out elsewhere
10 in this Franchise, as well as its rights under the City Code or other
11 law, the City reserves the right at its sole option to impose a
12 financial penalty of up to \$500.00 per day per material violation of a
13 material provision of this Franchise when the opportunity to cure
14 has passed.

15 **SECTION 15. ASSIGNMENT OF FRANCHISE.**

16 Grantee shall not sell, assign, transfer, or convey this Franchise to
17 a third party without the City Council giving its consent in a duly
18 passed resolution. Upon obtaining such consent, this Franchise
19 shall inure to and bind such third party. Grantee shall not sell or
20 assign this Franchise to an entity that is not authorized by the
21 OPUC to provide electric service to retail consumers in the City or
22 is not otherwise authorized to provide electric service to retail
23 consumers under Oregon law. Prior to any proposed transfer,
24 Grantee shall be in full compliance with this Franchise and the
25 proposed transferee shall agree in writing to be bound by this
26 Franchise. In the event Grantee is purchased by or merged into
27 another entity and Grantee survives such purchase or merger as a
28 public utility, Grantee shall provide notice to the City of such

1 purchase or merger, but shall have no obligation under this
2 Franchise to obtain the consent of the City Council for such
3 purchase or merger.

4 **SECTION 16. REMOVAL OF FACILITIES.**

5 If this Franchise is terminated or expires on its own terms and is not
6 replaced by a new franchise agreement or similar authorization, the
7 City may determine whether Grantee Facilities are to be removed
8 from the Public ROW or remain in place. The City shall provide
9 written notice of any requirement to remove Grantee Facilities and
10 shall provide Grantee sixty (60) days to comment on such
11 requirement to move Grantee Facilities. Following consideration of
12 any such comments, the City Council may issue an order requiring
13 removal of Grantee Facilities within nine (9) months after such
14 order is declared.

15 **SECTION 17. NONDISCRIMINATION.**

16 Grantee shall provide service to electric light and power consumers
17 in the City without undue discrimination or undue preference or
18 disadvantage, in accordance with Oregon law.

19 **SECTION 18. INDEMNIFICATION.**

20 To the fullest extent permitted by law, Grantee shall indemnify and
21 hold harmless the City against any and all claims, damages, costs
22 and expenses, including attorney's fees and costs, to which the City
23 may be subjected as a result of any negligent or willful misconduct
24 of Grantee, or its affiliates, officers, employees, agents, contractors
25 or subcontractors, arising out of the rights and privileges granted by
26 this Franchise. The obligations imposed by this Section are
27 intended to survive termination of this Franchise.

1 **SECTION 19. INSURANCE.**

2 Grantee shall obtain and maintain in full force and effect, for the
3 entire Term, the following insurance covering risks associated with
4 Grantee's ownership and use of Grantee Facilities and the Public
5 ROW:

6 **(A)** Commercial General Liability insurance covering all operations
7 by or on behalf of Grantee for Bodily Injury and Property Damage,
8 including Completed Operations and Contractors Liability coverage,
9 in an amount not less than Two Million Dollars (\$2,000,000.00) per
10 occurrence and in the aggregate.

11 **(B)** Business Automobile Liability insurance to cover any vehicles
12 used in connection with its activities under this Franchise, with a
13 combined single limit not less than One Million Dollars
14 (\$1,000,000.00) per accident.

15 **(C)** Workers' Compensation coverage as required by law and
16 Employer's Liability Insurance with limits of \$1,000,000.

17 With the exception of Workers' Compensation and Employers
18 Liability coverage, Grantee shall name the City as an additional
19 insured on all applicable policies. All insurance policies shall
20 provide that they shall not be canceled or modified unless thirty (30)
21 days prior written notice is provided to the City. Grantee shall
22 provide the City with a certificate of insurance evidencing such
23 coverage as a condition of this Franchise and shall provide updated
24 certificates upon request.

25 **(D) In Lieu of Insurance.** In lieu of the insurance policies required
26 by this Section 19, Grantee shall have the right to self-insure any
27 and all of the coverage outlined hereunder. If Grantee elects to
28 self-insure, it shall do so in an amount at least equal to the

1 coverage requirements of this Section 19 in a form acceptable to
2 the City. Grantee shall provide proof of self-insurance to the City
3 before this Franchise takes effect and thereafter upon request by
4 the City.

5 **SECTION 20. DAMAGE TO FACILITIES.**

6 The City shall not be liable for any consequential damages or
7 losses resulting from any damage to or loss of any facility as a
8 result of or in connection with any work by or for the City unless the
9 damage or loss is the direct and proximate result of willful,
10 intentionally tortious, negligent or malicious acts or omissions by
11 the City, its employees, or agents. In such case, the City shall
12 indemnify and hold harmless Grantee against any and all claims,
13 damages, costs and expenses, including attorney's fees and costs,
14 arising therefrom, subject to any applicable limitations in the
15 Oregon Constitution and the Oregon Tort Claims Act. The
16 obligations imposed by this Section are intended to survive
17 termination of this Franchise.

18 **SECTION 21. LIMITATION ON PRIVILEGES.**

19 All rights and authority granted to Grantee by the City under this
20 Franchise are conditioned on the understanding and agreement
21 that the privileges in the Public ROW shall not be an enhancement
22 of Grantee's properties or an asset or item of ownership or property
23 right of Grantee.

24 **SECTION 22. FRANCHISE NOT EXCLUSIVE.**

25 This Franchise is not exclusive and shall not be construed to limit
26 the City from granting rights, privileges and authority to other
27 persons similar to or different from those set forth in this Franchise.
28

1 **SECTION 23. REMEDIES AND PENALTIES NOT EXCLUSIVE.**

2 All remedies and penalties under this Franchise, including
3 termination, are cumulative and not exclusive, and the recovery or
4 enforcement by one available remedy or imposition of a penalty is
5 not a bar to recovery or enforcement by any other remedy or
6 imposition of any other penalty. The City reserves the right to
7 enforce the penal provisions of any City ordinance or resolution and
8 to avail itself to any and all remedies available at law or in equity.
9 Failure to enforce any term, condition or obligation of this Franchise
10 shall not be construed as a waiver of a breach of any term,
11 condition or obligation of this Franchise. A specific waiver of a
12 particular breach of any term, condition or obligation of this
13 Franchise shall not be a waiver of any other, subsequent or future
14 breach of the same or any other term, condition or obligation of this
15 Franchise.

16 **SECTION 24. SEVERABILITY CLAUSE.**

17 If any section, subsection, sentence, clause, phrase, or other
18 portion of this Franchise is, for any reason, held to be invalid or
19 unconstitutional by a court of competent jurisdiction, all portions of
20 this Franchise that are not held to be invalid or unconstitutional
21 shall remain in effect until this Franchise is terminated or expired.
22 After any declaration of invalidity or unconstitutionality of a portion
23 of this Franchise, either party may demand that the other party
24 meet to discuss amending the terms of this Franchise to conform to
25 the original intent of the parties. If the parties are unable to agree
26 on a revised franchise agreement within ninety (90) days after a
27 portion of this Franchise is found to be invalid or unconstitutional,

1 either party may terminate this Franchise by delivering one hundred
2 and eighty (180) days notice to the other party.

3 **SECTION 25. ACCEPTANCE.**

4 Within thirty (30) days after the resolution adopting this Franchise is
5 passed by the City Council, Grantee shall file with the City
6 Recorder its written unconditional acceptance of this Franchise. If
7 Grantee fails to do so, the City may withdraw this Franchise at any
8 time prior to _____. If the City elects not to withdraw
9 this Franchise on or before _____, the Grantee shall be
10 deemed to accept the terms of this Franchise, whether or not a
11 written acceptance has been filed with the City.

12 **SECTION 26. NOTICE.**

13 Any notice provided for under this Franchise shall be sufficient if in
14 writing and (1) delivered personally to the following addressee,
15 (2) deposited in the United States mail, postage prepaid, certified
16 mail, return receipt requested, (3) sent by overnight or commercial
17 air courier (such as Federal Express or UPS), or (4) sent by
18 facsimile transmission with verification of receipt and a copy
19 deposited in the United States mail, addressed as follows, or to
20 such other address as the receiving party hereafter shall specify in
21 writing:

22 **If to the City: Mayor, City of Keizer**

23 **930 Chemawa Road NE, PO Box 21000**

24 **Keizer, OR 97307**

25 **FAX # 503-393-9437**

26

27

1 **With a copy to: City Attorney**
2 **City of Keizer**
3 **930 Chemawa Road NE, PO Box 21000**
4 **Keizer, OR 97307**
5 **FAX # 503-856-3434**

6 **If to the Grantee: Regional Manager**
7 **Portland General Electric Company**
8 **2213 SW 153rd Drive**
9 **Beaverton, OR 97006**
10 **FAX: (503) 672-5595**

11 **With a copy to: Portland General Electric Company**
12 **Attn: General Counsel**
13 **One World Trade Center, 17th Floor**
14 **121 SW Salmon Street**
15 **Portland, Oregon 97204**
16 **FAX: (503) 464-2200**

17 Any such notice, communication or delivery shall be deemed effective and
18 delivered upon the earliest to occur of actual delivery, three (3) business days
19 after depositing in the United States mail, one (1) business day after shipment by
20 commercial air courier or the same day as confirmed facsimile transmission (or
21 the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

22 **SECTION 27. PUBLIC RECORDS.**

23 Documents and records submitted by Grantee to the City may be
24 subject to public inspection under the Oregon Public Records Law,
25 ORS 192.410 through 192.505.

26
27

1 **SECTION 28. AMENDMENT.**

2 This Agreement may not be amended or modified except in writing
3 executed by all the parties to this Agreement.

4 IN WITNESS WHEREOF, the parties, through their duly authorized
5 representatives, have executed this Franchise as of the dates indicated below.

PORTLAND GENERAL ELECTRIC
COMPANY

CITY OF KEIZER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

6

1 BILL NO. ____

A BILL

ORDINANCE NO.

2012-_____

3 FOR

4
5 AN ORDINANCE

6
7 RELATING TO THE AMENDMENT OF THE ELECTRIC UTILITY
8 LICENSE FEE ORDINANCE; DECLARING AN EMERGENCY
9 **(AMENDING ORDINANCE NO. 94-286)**

10
11 WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.

12 94-286 which establishes utility license fees for electric utilities;

13 WHEREAS, Ordinance No. 94-286 has been extended to June 29, 2012;

14 WHEREAS, the City Council of the City of Keizer has determined that it is
15 appropriate to renew the ordinance to October 31, 2012;

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

17 Section 1. AMENDMENT OF ORDINANCE NO. 94-286. Ordinance No. 94-
18 286 (An Ordinance Relating to Electric Utilities in the City of Keizer; Establishing
19 Utility License Fees and Declaring an Emergency) is hereby amended at Section 9 as
20 follows:

21 Section 9. TERMINATION. This Ordinance shall automatically terminate
22 on October 31, 2012 unless the City Council shall renew it, provided,
23 however, that any such termination shall not restrict or terminate the City's
24 right and authority to collect from any subject utility any amounts which
25 become due under this Ordinance prior to that termination.
26
27

1 Section 2. EFFECTIVE DATE. This Ordinance being necessary for the
2 immediate preservation of the public health, safety and welfare, an emergency is
3 declared to exist and this Ordinance shall take effect immediately upon its passage.

4 PASSED this _____ day of _____, 2012.

5

6 SIGNED this _____ day of _____, 2012.

7

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Mayor

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13

City Recorder

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: AMENDMENT OF GAS UTILITY LICENSE FEE ORDINANCE

We have had discussions with legal counsel for Northwest Natural Gas and agreed to change the PGE model agreement to match up with the natural gas differences. There are still some remaining items to resolve and I am planning to have this track the same schedule as the electric franchise agreement. Therefore, we are recommending extending the Ordinance to October 31, 2012.

RECOMMENDATION:

Adopt the attached Ordinance extending the gas utility license fee Ordinance to October 31, 2012.

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

ESJ/tmh

1 BILL NO. _____ A BILL ORDINANCE NO.
2 2012-_____
3 FOR
4
5 AN ORDINANCE
6

7 RELATING TO THE AMENDMENT OF THE GAS UTILITY
8 LICENSE FEE ORDINANCE; DECLARING AN EMERGENCY
9 **(AMENDING ORDINANCE NO. 94-285)**
10

11 WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.
12 94-285 which establishes utility license fees for gas utilities;

13 WHEREAS, Ordinance No. 94-285 has been extended to June 29, 2012;

14 WHEREAS, the City Council of the City of Keizer has determined that it is
15 appropriate to renew the ordinance to October 31, 2012;

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

17 Section 1. AMENDMENT OF ORDINANCE NO. 94-285. Ordinance No. 94-
18 285 (An Ordinance Relating to Gas Utilities in the City of Keizer; Establishing Utility
19 License Fees and Declaring an Emergency) is hereby amended at Section 9 as follows:

20 Section 9. TERMINATION. This Ordinance shall automatically terminate
21 on October 31, 2012 unless the City Council shall renew it, provided,
22 however, that any such termination shall not restrict or terminate the City's
23 right and authority to collect from any subject utility any amounts which
24 become due under this Ordinance prior to that termination.
25
26
27
28

1 Section 2. EFFECTIVE DATE. This Ordinance being necessary for the
2 immediate preservation of the public health, safety and welfare, an emergency is
3 declared to exist and this Ordinance shall take effect immediately upon its passage.

4 PASSED this _____ day of _____, 2012.

5

6 SIGNED this _____ day of _____, 2012.

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Mayor

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City Recorder

CITY COUNCIL MEETING: JUNE 18, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY, CITY MANAGER

FROM: NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: SIGNS FOR 2012 CITY SPONSORED CONCERT/LIVE
THEATRE SERIES: KEIZER ROTARY AMPHITHEATRE**

The 2012 city-sponsored concert/live theatre series located at Keizer Rotary Amphitheatre will run on various dates from June 30, 2012 through September 8, 2012. Clint Holland submitted a packet of materials relating to signs that he would like to place throughout the City advertising the 2012 concert/live theatre series. In 2004, the City Council passed Ordinance No. 2004-489, amending Section 2.203 of the Keizer Development Code (Ordinance No. 98-389), which regulates “Permitted Temporary Uses”. This amendment affords Council discretion in authorizing “additional temporary uses” during a specific event or festival, and specifically allows for the council to authorize temporary signage in conjunction with a temporary use. The Development Code reads as follows:

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. (Section 2.203.04.E)

The 2012 city-sponsored concert/live theatre series will be located at Keizer Rotary Amphitheatre and will be beneficial to the citizens of Keizer. Staff finds the proposal will not be detrimental to the health, safety, or welfare of the general public. The attached Resolution approves the signage for the 2012 city-sponsored concert/live theatre series.

RECOMMENDATION:

Adopt the attached Resolution Authorizing Temporary Use and Signs Subject to Conditions for Keizer Rotary Amphitheater 2012 City-Sponsored Concert/Live Theatre Series.

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

Pd \$50.00

Print



PARADE OR SPECIAL EVENT PERMIT FOR PUBLIC PROPERTY

Applications for permits must be submitted 60 days prior to date of parade or special event. This permit is pursuant to City of Keizer Ordinance No 2000-419. A fee of \$50.00 must accompany this application. This form may be filled in electronically and printed.

JUN 13 2012

KRANE Chris Holland Resident

Name of Applicant/Person Responsible

KRANE

Name of Organization/Group

P.O. Box 750

Applicant's Address

6/6/12

Date Application Submitted

503-910-3232

Residence Phone

583-3991352

Business/Message Phone

Type of Event: Parade ☐ Walk ☐ Run ☐ Bike Race ☐ Special Event ☒ Signs

Name of Event: Free Summer Concert Series + others

Date of Event: June 24 to Sept 12 - 2012

Beginning and Ending Time of Event:

Description of Event: Summer Concert Series at AHP

Number of Persons expected to participate: Number of Vehicles:

Number of Animals: Clean-up Arrangements: Yes

Proposed Route:

* 2 Big Signs 4x4 at Keizer corner, 12 on River Rd.
Chenoweth Rd

Assembly Location:

Disassembly Location:

This permit is subject to the following conditions:

1. No alcoholic beverages are permitted on City owned street unless and OLCC license has been issued for a community event.
2. All residents living adjacent to proposed closure or businesses located adjacent to proposed closure have been notified of the event.
3. Barricades must be placed out of through street right-of-way and be positioned to allow access by emergency vehicles. Barricades are available from the City by calling 390-3700. Barricades must be returned to Public Works no later than the day after closure date.

4. Participants shall yield right-of-way to vehicular traffic, unless directed otherwise by a police officer.
5. The event will be conducted in such a manner as outlined in the ordinance to ensure the safety of the participants and spectators.
6. Permittee shall be responsible for clean up of areas and removal of all paraphernalia and debris as a result of this event.

****NOTICE****

Permittee shall defend, indemnify and hold harmless the City of Keizer, its officers, agents and employees, against any claim, demand, suit or action for property damage, personal injury or death arising in connection with this event. The City of Keizer requires that the sponsor of such events carry commercial single limit liability insurance in the minimum amount of \$1,000,000 and name the City of Keizer as an additional insured for this event. Claims made in excess of the policy will be the responsibility of the sponsor of the event. We also require that you have a certificate on file with us prior to the event that stipulates the coverage and limit shown above.

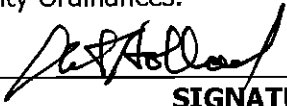
INSURANCE CO. ON File POLICY NO. ON File
COVERAGE LIMITS 1,000,000

****PERMIT REVOCATION****

The City Manager may revoke this permit if circumstances reasonably show that the parade or special event can no longer be conducted consistent with public safety.

****APPLICATION SIGNATURE****

I hereby certify that I am the authorized representative of the above group, that the above statements are true to the best of my knowledge, and that I will abide by all restrictions, administrative rules and applicable City Ordinances.


SIGNATURE

6/6/12
DATE

APPROVED ROUTE AND/OR POLICE COMMENTS:

ADDITIONAL APPROVAL COMMENTS OR CONDITIONS:

Approved by: _____
Keizer Police Department

Approved by: _____
Keizer Public Works

Approved by: _____
City Manager

Sign Proposal for Keizer Rotary Amphitheater
Free Concert Series: June 30 - September 8

- Place one large sign (4' x 4') on City owned property to be located at the Keizer Focal Point corner. Corner of Chemawa and River Rd
- Place one large sign (4' x 4') on Schoolhouse square property. Corner of Chemawa and River Rd.
- Place multiple (10-12 total) "yard signs" (18" x 24") to be located at various businesses along River Rd and also on City Hall property along Chemawa Rd.

**KEIZER ROTARY
AMPHITHEATER**

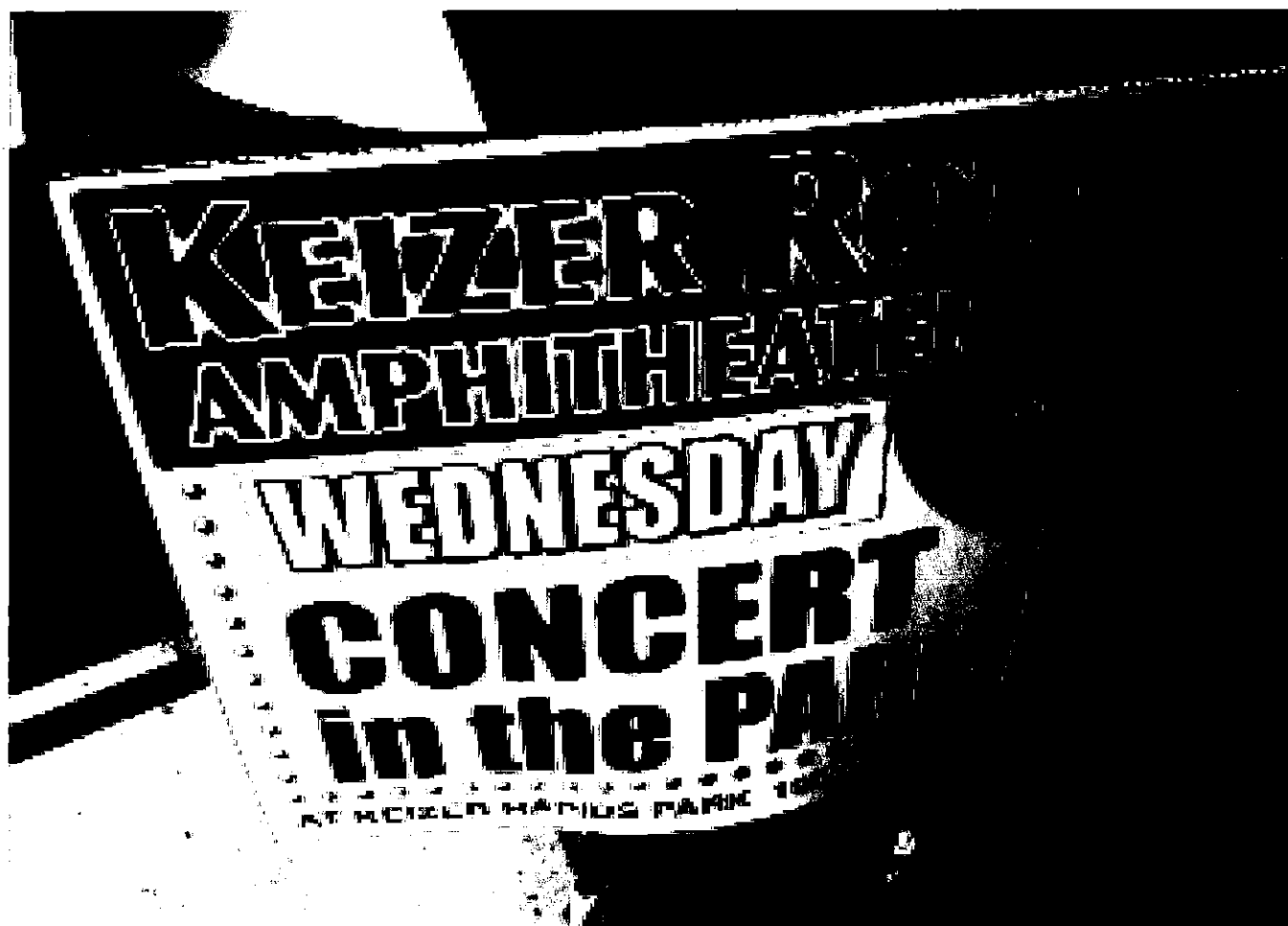
**SATURDAY
CONCERT
in the PARK**

**6 pm
to
9 pm**

Sponsored by
CITY OF KEIZER

AT KEIZER RAPIDS PARK 1900 CHENEWA RD.

4' x 4' TEMPORARY SIGN



18" x 24" YARD SIGN

KEIZER ROTARY A

2012 FREE Summer Concert Series



AMPHITHEATER

June 30	High Point
July 14	JFK
July 21	Five of Clubs
July 27 & 28	<i>Shakespeare in the park</i>
August 4	Celebrate! <i>Faithful to One & Sunday Driver</i>
August 11	River Fair
August 15	Uptown Jam
August 18	Oregon Valley Boys
August 28	Patrick Lamb
September 8	Ty Curtis Band

SPONSORED by the City of Keizer and



CenturyLink



Standard Electric



KRA

Gates open at 5:00 Shows at 6:30

www.kraorg.com

LeaMediaGroup.com ©

At Keizer Rapids Park

1900 Chemawa Rd. N

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2012-_____

3
4 AUTHORIZING TEMPORARY USE AND SIGNS SUBJECT
5 TO CONDITIONS FOR 2012 CITY SPONSORED
6 CONCERT/LIVE THEATRE SERIES AT KEIZER ROTARY
7 AMPHITHEATRE
8
9

10 WHEREAS, the Keizer Development Code provides pursuant to Section
11 2.203.04(E) that the City Council may by resolution authorize temporary uses and
12 signage during a specific event or festival;

13 WHEREAS, the Keizer Development Code also provides that the Council may set
14 forth the reasonable types of uses, zones and time restrictions;

15 WHEREAS, KRA, LLC has requested the City to authorize a temporary use for
16 the 2012 city sponsored concert/live theatre series, including, but not limited to
17 placement of temporary signage to promote such specific event;

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

21 NOW, THEREFORE,

1 BE IT RESOLVED by the City Council of the City of Keizer that the 2012 City
2 Sponsored Concert/Live Theatre Series is authorized as a specific temporary use and the
3 hours of operation and signage for the 2012 City Sponsored Concert/Live Theatre Series
4 is hereby allowed pursuant to the design, restrictions and conditions as set forth in the
5 attached Exhibit "A" which is incorporated herein by this reference.

6 PASSED this _____ day of _____, 2012.

7 SIGNED this _____ day of _____, 2012.

8

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Mayor

City Recorder

EXHIBIT "A"

Design, Restrictions and Conditions

The City Council approves the proposed temporary use and signage for the 2012 City Sponsored Concert/Live Theatre Series as follows:

1. The proposed signs may be displayed no earlier than 10 days prior to the first concert event, and must be removed no later than 3 days following the last concert event.
2. Proposed signs shall not be located within the public right-of-way. In no case may any sign be placed within a planter strip between the sidewalk and street, but must be located behind the sidewalk regardless of the actual property line location.
3. Two portable signs with a maximum size of 16 square feet each may be located at the corners of River Road and Chemawa Road. One sign may be located on city owned property and the other may be located on the Schoolhouse Square property.
4. A maximum of 12 smaller portable signs of 3 square feet each in area may be located in various locations throughout the City.
5. All signs must be located on private property with property owner's permission. No sign may be located within the public right-of-way or within any vision clearance area.
6. No other signs are allowed.
7. No electronic signs of any type are allowed.

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

**SUBJECT: ADOPTING COST OF LIVING INCREASE FOR CITY
EMPLOYEES BASED ON COMMITTEE APPROVED BUDGET
FOR FISCAL YEAR 2012-13**

ISSUE:

The City of Keizer Personnel Policy Manual – Compensation section (page 30) includes policy language clarifying that the City will amend the salary matrix to address Cost of Living Annual Increases for City employees based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). Also included is the following qualifying statement: “Such increases are subject to available funding and budget approval and may be revised by City Council Resolution.”

The Committee Approved Budget for 2012-13 provides for a 2.5% Cost of Living (COLA) increase for all City employees, rather than adjustment based on the 2011 CPI-W rate of 3%, due to availability of funds. Therefore, passage of the attached Resolution is recommended.

The Personnel Policy Committee fully supports this recommendation.

RECOMMENDATION:

Staff and the Personnel Policy Committee recommend adoption of the attached Resolution.

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

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

ADOPTING COST OF LIVING INCREASE FOR CITY
EMPLOYEES BASED ON COMMITTEE APPROVED
BUDGET FOR 2012-13

WHEREAS, the Budget Committee has approved a 2.5% Cost of Living (COLA)

increase for all City employees rather than adjustment based on the 2011 Consumer Price Index
for Urban Wage Earners and Clerical Workers (CPI-W) of 3% as referenced in the City of
Keizer Personnel Policy Manual due to availability of funds;

WHEREAS, the City of Keizer Personnel Policy Manual requires passage of City
Council Resolution to implement a revised rate;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Cost of
Living (COLA) increase for all City employees will be 2.5% for the 2012-13 Fiscal Year.

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: ESTABLISHING THE TRAFFIC SAFETY/BIKEWAYS COMMITTEE

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

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

1. David Dempster who is on both committees. He would continue as a non-bikeways representative with a term expiring December 31, 2012.
2. One other member whose current term expires December 31, 2013. His term would instead expire December 31, 2012.

In this fashion, the terms are staggered so three members' terms expire each year. We will bring those appointments to the next meeting.

RECOMMENDATION:

Adopt the attached Resolution.

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

ESJ/tmh

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2012-_____

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

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

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

NOW, THEREFORE,

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

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

PASSED this _____ day of _____, 2012.

SIGNED this _____ day of _____, 2012.

Mayor

City Recorder

Appendix “A” City Council Committee

Name: Traffic Safety/Bikeways Committee

Purpose: To act in an advisory capacity to the Keizer City Council and City Manager in the creation, development and implementation of official traffic safety activities including bikeways and bike routes. The powers and duties of the Committee shall include, but are not limited to:

1. To develop and recommend coordinated traffic safety programs.
2. To develop a Master Bikeway Plan to include an assessment of the need for bikeways, recommended routings with costs and priorities, proposed funding sources and implementation program.
3. To seek input from a wide range of community interest groups.
4. To recommend traffic safety priorities for the City.
5. To review and recommend project applications for funding.
6. To serve in a liaison capacity between the City and the Oregon Traffic Safety Commission in developing the statewide highway safety program and in meeting National Highway Safety Program Standards.
7. To provide research and information to official agencies of the City.
8. To coordinate and disseminate information for the public education of biking routes and rules.
9. To foster and promote public knowledge and acceptance of traffic programs, laws, and needs.
10. To promote safe and efficient modes of transportation and recreational health and fitness.
11. To provide an annual written or oral report of its activities to the Council and other reports which the Council may from time to time request.

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

Term of Office: Each member of the Committee shall be appointed for a three-year term, except for initial terms which shall be staggered. Members may be reappointed, however no member shall serve more than two (2) consecutive full terms plus (if applicable) any partial terms. Such member may be reappointed if a period of at least one year has passed since the previous term of office. The terms shall be staggered so that not more than three will expire in the same year.

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

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

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

CITY COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: *RESOLUTION ESTABLISHING THE KEIZER LITTLE
LEAGUE PARK TASK FORCE***

At the last Council meeting, Council discussed the formation of the Keizer Little League Park Task Force.

Staff recommends adopting the attached Resolution in our standard committee/task force format and formalizing the purpose. I have added the ability of the task force to make recommendations as appropriate for all Keizer Little League Park issues to give the task force a broad enough charge as they may consider appropriate. Council may choose to limit such charge if they wish.

RECOMMENDATION:

Adopt the attached Resolution. Following adoption, the Mayor should appoint the members.

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

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2012-____

4
5
6 ESTABLISHING KEIZER LITTLE LEAGUE PARK TASK FORCE

7
8
9 WHEREAS, Keizer Little League Park has been constructed and maintained due to the
10 dedication and hard work of countless volunteers;

11 WHEREAS, youth sport groups have managed Keizer Little League Park under management
12 agreements;

13 WHEREAS, the Keizer City Council finds it necessary and appropriate to appoint a task
14 force to review the management structure, use rates, improvements required and other appropriate
15 issues regarding the Keizer Little League Park;

16 NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the Keizer Little league
18 Park Task Force is hereby established as outlined in Appendix "A", which is attached hereto and by
19 this reference made a part hereof.

20 PASSED this _____ day of _____, 2012.

21
22 SIGNED this _____ day of _____, 2012.

23
24
25 _____
26 Mayor

27
28 _____
29 City Recorder

Appendix “A” City Council Task Force

Name: Keizer Little League Park Task Force

Purpose: To make recommendations to the Keizer City Council regarding management of Keizer Little League Park, suggested use rates, required improvements and other recommendations as the Task Force may deem appropriate.

Membership: The Task Force shall consist of five members to be appointed by the Mayor. The Task Force will be staffed by the City Manager or other city staff as non-voting members.

Chair and Vice-Chair: The Task Force will elect the Chair and Vice-Chair at the first meeting.

Meetings: The Task Force shall meet as determined by a majority of the members. All meetings of the Task Force shall follow Robert Rules of Order Newly Revised and the Oregon Public Meeting Laws.

Attendance: It is the duty of each member to attend at least 75% of the meetings each calendar year. When a member is unable to attend a meeting, the member shall notify the Chair.

Duration: This Task Force shall be dissolved no later than October 1, 2012, unless extended by City Council action. However, the Task Force can make recommendations to City Council at any time.



MINUTES
KEIZER CITY COUNCIL
Monday, May 7, 2012
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:00 p.m. Roll call was taken as follows:

Present:

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

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community
Development
Bill Lawyer, Public Works
Chief Marc Adams, Police
Tracy Davis, City Recorder

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

**PUBLIC
TESTIMONY**

Joy Beebe, Keizer, expressed the opinion that planned upgrades to Sunset Road would not be beneficial to the residents of Keizer. She posed several questions regarding specifics of the project and contractors performing the work and requested that the improvements not be done. Mr. Lawyer responded to Ms. Beebe's questions noting that drainage issues would be addressed as the project is completed, funding is coming from the Street Fund/Gas Tax money and award of the contract has not yet taken place.

Carolyn Holman, Keizer, stated that she was not opposed to the resurfacing but preferred that nothing else be done. She suggested wider traffic lanes and narrower shoulder lanes to preserve parking. Mr. Lawyer indicated that parking would be preserved with the 4-foot shoulders.

John Avery, Keizer, noted that he felt the previous testimony was a good representation of how the neighbors feel. He agreed that there was a need for repaving and accommodating pedestrians. He suggested the shared use lane be placed on one side of the street only. Mr. Lawyer explained that if only one path was done, it would need to be a minimum of 10 feet wide and that would eliminate parking on one side of the road.

Denise Fold, Keizer, voiced support for the proposed improvements and questioned if the vision obstructions at the intersection with 5th would be addressed with this project; he suggested that improvements be made on 5th as well to protect pedestrians going to the pool or the park. Mr. Lawyer responded that the plan is to mitigate the obstruction along with the parking and that if bids are favorable, improvements on 5th would be considered.

Sherrie Gottfried, Keizer Renaissance Inn, submitted the 2012 first quarter tourism report and urged Council to consider using TOT funds to market Keizer. She reviewed handouts she had provided to Council including the travel forecast, the Renaissance Inn report, and a list of upcoming events.

PUBLIC HEARING None

ADMINISTRATIVE ACTION

a. RESOLUTION – Adopting the Housing and Community Development Action Plan – One Year Use of Funds – Salem and Keizer 2012-2013

Community Development Director Nate Brown explained that this is an ongoing Community Development Block Grant program that Keizer maintains with Salem. City Manager Chris Eppley provided a more detailed explanation of the funding allocation and distribution, noted that Salem does an excellent job of managing the program and recommended approval.

Councilor Clark moved that the Keizer City Council adopt a Resolution Adopting the Housing and Community Development Action Plan – One Year Use of Funds – Salem and Keizer 2012-2013. 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. Sunset Avenue Shoulder Widening and Resurfacing Project

Interim Public Works Director, Bill Lawyer, explained that this project was identified as one of the priority projects for the annual resurfacing program and that shoulder widening was included in the resurfacing to increase pedestrian/wheelchair safety. He noted that letters were sent to residents, and a town hall forum was held to address concerns and receive input. A majority of those attending the meeting were generally opposed to any changes on Sunset Avenue other than the resurfacing. Speed and volume studies were done to address their concerns.

Staff feels the proposed improvements will provide safer pedestrian and wheelchair access on Sunset Avenue and best serve the community while minimizing impact to residents of Sunset Avenue.

Councilor McKane read an email he had received from Mr. Lawyer regarding this project and indicated that he would take Mr. Lawyer at his word and support going forward with the project. Councilor Taylor voiced

support as well. Discussion then took place regarding the possibility of widening Cummings instead, trigger points for projects, and concerns of the residents. Mr. Lawyer responded that he had not identified any major obstacles to the widening other than some areas of shrubbery, one hedge, possibly a fence, and some places where the parking will be closer to the house.

Councilor McKane moved to direct staff to proceed with the Sunset Avenue shoulder widening and resurfacing project. Councilor Smith 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. RESOLUTION ~
Authorizing
the City
Manager to
Execute First
Amendment to
Park
Management
Agreement
with Keizer
Youth Sports
Association**

City Attorney Shannon Johnson provided background information and reviewed specific changes, noting that the ending date is July 31, 2012 and that the amendment has already been signed by Keizer Youth Sports Association. He added that staff would be coming back with something for next year. Discussion then took place regarding repairs; the fall ball season and the need for a request for proposals so that there is an option if someone wants to use the park in August. Mr. Johnson noted that he felt the July 31, 2012 date was an oversight on the part of Mr. Barker, but requested that Council move forward in order to get the agreement in place while the field is being used.

Councilor Clark moved that the Keizer City Council adopt a Resolution Authorizing the City Manager to Execute First Amendment to Park Management Agreement with Keizer Youth Sports Association. 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)

**d. ORDINANCE –
Amending
Keizer
Comprehensive
Plan Chapter II
Regarding 20
Year
Population
Forecast;
Amending
Ordinance 87-077**

City Attorney Johnson reminded Council that they had directed staff to come back with an Ordinance approving the Comprehensive Plan changes regarding the 20-year population forecast.

Councilor Clark moved that the Keizer City Council adopt an Ordinance Amending Keizer Comprehensive Plan Chapter II Regarding 20 Year Population Forecast; Amending Ordinance 87-077. 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)

**e. RESOLUTION –
Adopting
Housing
Rehabilitation
Loan Program
Policies**

Community Development Director Nate Brown explained that these policies are basically the policies established with the previous program. This is different than Keizer's program which is an energy assistance grant coupled with long-standing grant program established several years ago. He explained that the updated policies are now consistent as they relate to valuation criteria and geographic area. Mr. Brown then fielded questions regarding various aspects of the policy including residency, improvements, life safety issues, eligibility, federal definitions and valuations, and local thresholds. He noted that the City has already received enough applications to exhaust the funds and most are for replacement roofs, energy efficient windows and heating systems; and that the City could revisit the verbiage in the program in the future.

Councilor Clark suggested that the program be amended to read: "Dwellings which do not meet guidelines used by the local housing authority and the rehabilitation standards of the program are exempt from this restriction in 2.31."

Regarding repayment timelines, Mr. Eppley explained that a lot of the repayments will occur when the home is sold; it would be appropriate to tie Council review to when 50% of the funds have been repaid. Staff could be directed to bring this to Council at that time.

Councilor Clark moved that the Keizer City Council adopt a Resolution Adopting Housing Rehabilitation Loan Program Policies as amended. 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)

**f. Keizer
Preliminary
Economic
Vision**

Mr. Brown explained that the Local Economic Opportunities Analysis and Local Housing Needs Analysis are part of the Period Review tasks. The Preliminary Economic Vision will serve as direction and guidance to the consultant working on the Local EOA. It identifies objectives on which to focus and would be necessary if the City decides to pursue expansion of the Urban Growth Boundary. Discussion then took place regarding various aspects of the Vision including the following amendments to the numbered list:

#6. Support existing businesses *and business centers* in Keizer.

#10. ~~Support a high quality K-12 education system.~~ *Encourage high quality educational and training opportunities.*

Councilor Clark moved to adopt the Economic Vision Statement for use in developing the Comprehensive Plan Review as amended. 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)

CONSENT CALENDAR

- a. RESOLUTION ~ Awarding Bid for 17th Avenue Construction Project (Pump Station upgrade)
- b. Keizer Police Department Disbursement of Petty Cash Funds Report
- c. RESOLUTION ~ Authorizing the City Manager to Enter Into Lease Agreement with IKON Office Solutions for Public Works Primary Photocopy Machine
- d. Approval of April 2, 2012 Regular Session Minutes
- e. Approval of April 16, 2012 Regular Session Minutes

Mayor Christopher pulled Item E.

Councilor Clark moved to approve Items A through D of the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

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

Councilor Clark moved to approve Item E of the Consent Calendar. Councilor Taylor seconded. Motion passed as follows:

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

COMMITTEE REPORTS

a. Appointments to the Keizer Festivals and Events Services Team (K-FEST) Committee

Councilor Clark provided a brief history regarding the formation of the Keizer Festivals and Events Services Team noting that the Volunteer Coordinating Committee interviewed and recommended Stephan Wurzburg for position #1 to serve a three-year term, Sherri Gottfried for position #2 to serve a three-year term; Barbara Bingham for position #3 to serve a one-year term; and Carol Doerfler for position #4 to serve a two-year term. One vacancy remains (position #5 serving a two-year term).

Councilor Clark moved that the Keizer City Council accept the recommendation of the Volunteer Coordinating Committee to appoint Stephan Wurzburg for position #1 to serve a three-year term; Sherri Gottfried for position #2 to serve a three-year term; Barbara Bingham for position #3 to serve a one-year term; and Carol Doerfler for position #4 to serve a two-year term. 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 Smith reported on the Stormwater Advisory Committee meeting.

Councilor Clark announced the date for Band Selection Task Force meeting; requested a Work Session to discuss recommendations of the Committee on Committees, May 14 was decided upon; and noted that a video on the 211 system has now been posted on the K-23 and KeizerTV.com. She reported that she attended League of Oregon Cities Transportation Policy and Community Development meetings, represented Keizer and the Mid-Willamette Area Commission on Transportation at Region 2, Connect Oregon IV projects; and announced that the Draft Environmental Impact Statement for the bridge is available at the Keizer Community Library, the Keizer Civic Center and on the City's website.

Councilor Egli reminded everyone of the upcoming Iris Festival and commended Councilor Smith for his volunteer efforts in pressure washing the Civic Center and cleaning up the surrounding grounds. Councilor Egli also volunteered to serve as the Council Liaison to the Iris Festival.

Councilor Caillier announced dates for the Chamber Economic Development and Government Affairs meeting, Claggett Creek Watershed Council Keizer Rapids Park cleanup, and the Wallace House Park kiosk dedication event. Councilor Caillier also encouraged interested parties to volunteer to serve on the Stormwater Advisory Committee.

Councilor McKane announced that the Planning Commission meeting for May had been cancelled.

Youth Councilor Courser announced dates for the last day of school for seniors and the Spring Fling event. Councilor Clark congratulated Youth Councilor Courser for graduating from the Salem Youth Leadership program.

Mayor Christopher announced that Evan Christopher would be the Master of Ceremonies at the upcoming Junior Miss competition.

OTHER BUSINESS
a. New Business
or Old Business
Issues

Community Development Director Nate Brown reported that the interview process has been completed and a consultant for the Economic Opportunities Analysis and Housing Needs Analysis has been selected. Work will begin immediately.

City Attorney Shannon Johnson, regarding the Clear Lake/Fire District matter, noted that after the election failed in March there is still some question regarding the status. He and Keizer Fire District feel the matter

is closed but Marion County Fire feels there is a possibility of another election. He explained that the matter consisted of two different parallel issues: withdrawal of Marion County Fire District from the Clear Lake area conditioned on the successful annexation of the area. Since the annexation election failed, there can be no withdrawal. There is no legal reason to repeal or amend the withdrawal ordinance, but Marion County Fire District feels it would be appropriate. Therefore, staff has determined that a Public Hearing should be held to resolve the issue.

Councilor Clark moved that the Keizer City Council move forward with the process to repeal the withdrawal ordinance and schedule a public hearing for May 21, 2012. 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)

Mayor Christopher announced that applications for the upcoming National Night Out are now available; the event will be held on August 7. Interested parties should contact Lance Inman.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

Budget Committee Meetings

- May 8, 2012 – 6:00 p.m.
- May 15, 2012 – 6:00 p.m. (if necessary)

May 14, 2012

5:45 p.m. – City Council Work Session

May 21, 2012

7:00 p.m. – City Council Meeting

June 4, 2012

7:00 p.m. – City Council Meeting

ADJOURNMENT

With no further business, the meeting adjourned at 8:50 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:



MINUTES
KEIZER CITY COUNCIL WORK SESSION
Monday, May 14, 2012
Keizer Civic Center
Keizer, Oregon

**CALL TO
ORDER**

Mayor Christopher called the work session to order at 5:45 p.m. The following were present:

Present:

Lore Christopher, Mayor
Cathy Clark, Council President
Jim Taylor, Councilor
Brandon Smith, Councilor
Joe Egli, Councilor
David McKane, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Bill Lawyer, Public Works
Tracy Davis, City Recorder

Absent:

Mark Caillier, Councilor

DISCUSSION
a. City Council
Committee,
Boards, and
Commissions
Review

Councilor Clark explained that this review was done in an effort to make better use of staff time as it relates to committees and was accomplished with the help of Councilors Egli and Taylor. She reviewed the committees, commissions and boards and explained the review process and recommendations.

Concern was voiced that combining the Bikeways Committee and the Traffic Safety Commission into a Transportation Advisory Committee (TAC) would undermine the Bikeways mission. It was suggested that to prevent this, three people on the TAC would be specifically from the bike community and/or have expertise in cycling. Councilor Clark suggested that a member of the TAC be responsible for reading the monthly Transit Board meeting minutes (on line) and reporting to the TAC. City Attorney Shannon Johnson was tasked with doing research regarding the necessity of keeping the name "Traffic Safety Commission" and developing a resolution to combine the Bikeways Committee and the Traffic Safety Commission with specific seats for bike enthusiasts and traffic safety advocates.

Discussion then followed regarding the possibility of combining the Keizer Urban Renewal Board (KURB) and the River Road Renaissance Advisory Committee (RRRAC), working closely with the Keizer Chamber of Commerce Economic Development and Government Affairs (EDGA) Committee, and the importance of working with property owners on River

Road. Following lengthy discussion Council agreed to shelve this issue and hold another work session in July (time to be determined) to discuss the possibility of forming a Business Advisory Committee which would include members of KURB, RRRAC and EDGA.

Council agreed by consensus that they were in favor of the committee recommendations submitted by Councilors Clark, Taylor and Egli.

ADJOURN

Meeting adjourned 6:46 pm.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Brandon Smith

Councilor #5 – Joe Egli

~ Absent ~

Councilor #3 – Mark Caillier

Councilor #6 – James Taylor

Minutes approved:



MINUTES
KEIZER CITY COUNCIL
Monday, May 21, 2012
Keizer Civic Center, Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the meeting to order at 7:00 p.m. Roll call was taken as follows:

Present:

Lore Christopher, Mayor
Jim Taylor, Councilor
Brandon Smith, Councilor
Joe Egli, Councilor
Mark Caillier, Councilor
David McKane, Councilor
Michael Courser, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community
Development
Bill Lawyer, Public Works
Chief Marc Adams, Police
Wanda Blaylock, Police
Administration

Absent:

Cathy Clark, Council President

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

**PUBLIC
TESTIMONY**

None

PUBLIC HEARING

**a. Consideration
of Repeal of
Withdrawal
Ordinance
(Clear Lake
Area)**

City Attorney Shannon Johnson provided background information regarding this matter explaining that since both ballot measures failed, and because the withdrawal was conditioned on the annexation, it could not move forward. He noted, however, that Marion County continued litigation and the judge issued a ruling in favor of Marion County and indicated that if the withdrawal ordinance is repealed then there was no further need for litigation. Mr. Johnson explained that it seemed in the best interest of the City to repeal this ordinance and noted that he had asked Marion County Fire District No. 1 to enter into a Mutual Release of Claims but they declined to do so on the grounds that there is no viable claim.

Mayor Christopher opened the Public Hearing.

Councilor McKane questioned if Keizer Fire District recommends repeal of this ordinance. Mr. Johnson explained that their official position as relayed by their attorney is that they do not see a need to repeal it but they do not object to the repeal.

Chris Crean, for Marion County Fire District No. 1, provided details on the judge's ruling in favor of Marion County and explained that this means that the controversy is done because the judge's decision is binding on the three parties involved. He concluded by admonishing City staff and the Fire District for wasting public resources and taking the potential adverse consequences lightly. Councilor Egli questioned if Council was considering repealing an ordinance that is void which Mr. Johnson confirmed.

Randy Franke, Salem, President of Marion County Fire District Board of Directors, voiced support of the repeal of the withdrawal ordinance, reiterated the testimony of Mr. Crean, encouraged all parties to put the issue behind them and work together to use resources for the benefit of all taxpayers, and assured Council that Marion County Fire District is not contemplating any further legal action on any aspect of this issue.

Councilor McKane questioned why Marion County Fire District was unwilling to sign an agreement that would hold the City of Keizer harmless for anything else that might come in the future relating to this issue. Mr. Franke responded that the District would be willing to sign something that would say they were not going to pursue legal action. Councilor McKane confirmed that they would be willing to sign something that would hold the City harmless for any costs. Mr. Franke indicated that the District is willing to sign something of this nature and move forward in good faith to work together.

Kevin Hansen, Fire Chief for Marion County Fire District #1, explained that he had been trying to work more closely with city leaders over the past year and voiced appreciation for support received from some of the Councilors. He expressed the belief that this issue has turned into a political disaster for both Fire Districts, noted that many options are still on the table and he would continue to reach out to Chief Cowan in this regard. He asked that the withdrawal ordinance be repealed as a demonstration of the City's long term intention.

Matt Chappell, Keizer, voiced the opinion that Keizer Fire is an expensive and unsustainable option for Keizer residents, suggested that the City provide municipal fire service, and provided details on how he thought this could be accomplished.

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

Councilor Taylor moved that the Keizer City Council direct staff to prepare an ordinance to repeal Resolution R2011-2168 with Withdrawal Ordinance for Annexation of the Clearlake Portion of Keizer from Marion County Fire District 1 to the Keizer Fire District. Councilor Smith seconded.

Councilor Taylor responded to Mr. Crean's admonishment noting that the City did not force anyone from Marion County to file the lawsuits and

spend citizen money. He provided additional background information relating to this issue, noted that this has been a painful process and that Council had done what they thought was best for the citizens of Keizer. He noted that one day after the election Marion County Fire District Board asked their constituents for money when they had said all along that their budget was fine.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

ADMINISTRATIVE ACTION

None

CONSENT CALENDAR

- a. RESOLUTION ~ Authorizing the City Manager and Chief of Police to Enter Into Lock and Track usage Agreement with Marion County

Mayor Christopher moved to approve the Consent Calendar. Councilor Taylor seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

COMMITTEE REPORTS

a. Gubser Neighborhood Association Annual Report

City Manager Chris Eppley pointed out that the report was included in the Council packet.

Councilor McKane moved that the Keizer City Council accept the Gubser Neighborhood Association Annual Report and extend their recognition for another year. Councilor Caillier seconded. Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Clark (1)

Councilor Caillier announced the date for Keizer Rapids Park clean-up by the Claggett Creek Watershed Council and the Wallace House Park dedication event.

Councilor Egli announced the cancellation of the Economic Development and Government Affairs meeting and noted that the Iris Festival float by the Keizer Points of Interest Committee, the Wallace House Committee and the Rotary Club won the "Best Theme" award; it will be at the Wallace House event on June 9. The Chamber will report on the Iris Festival at the next Council meeting.

Councilor Taylor thanked Councilor Egli for his work on the float.

Councilor Smith announced that he would be attending the League of Oregon Cities General Government meeting to finalize legislative priorities for the 2013 session.

OTHER BUSINESS

a. New Business or Old Business Issues

Captain Kuhns for Police Chief Adams provided a recap of Iris Festival weekend including the parade, various run/walk events, and "Crown the Hound.

Chris Eppley introduced the new Public Works Director, Bill Lawyer.

Youth Councilor Courser announced dates for the Spring Fling and graduation.

Mayor Christopher commended Wanda Blaylock on the Police Department Annual Report and noted that it was available on the Keizer Police website.

Councilor McKane inquired of Shannon Johnson his opinion on developing a document that would essentially mark the termination of the Clearlake withdrawal and annexation. Mr. Johnson responded that it might be possible to memorialize the issue in order to clarify the City's position but there was no need to terminate it. He noted that he would investigate that further and come back to Council.

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

June 4, 2012

6:30 p.m. – Urban Renewal Agency Meeting

- 2012-2013 Urban Renewal Budget Public Hearing

7:00 p.m. – City Council Meeting

- 2012-2013 – City of Keizer Budget Public Hearing

June 11, 2012

5:45 p.m. – City Council/Planning Commission Joint Work Session

- Interchange Area Management Plan

June 18, 2012

7:00 p.m. – City Council Meeting

ADJOURNMENT

With no further business, the meeting adjourned at 7:42 p.m.

MAYOR:

APPROVED:

Lore Christopher

Debbie Lockhart, Deputy City Recorder

COUNCIL MEMBERS

~ Absent ~

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:

COUNCIL MEETING: June 18, 2012

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

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

SUBJECT: 2012 – “IF I WERE MAYOR...” CONTEST WINNERS

ISSUE:

Each year, the Oregon Mayor’s Association sponsors an “If I Were Mayor...” contest. The first phase of the contest is held at the local level to determine a winner in each of the contest categories; Poster, Essay, or Video/PowerPoint. The poster contest is open to students enrolled in 4th through 6th grades, the essay contest for middle school students (6th through 8th grades in the Salem-Keizer School District) and the video/PowerPoint contest for high school or college level students.

First place winners of the 2012 Keizer “If I Were Mayor...” competition are as follows:

- Poster Contest – Emma John
- Essay Contest – Sierra Rose Reynolds
- Video/PowerPoint Contest – none (no entries)

The winning entries in each of these categories have been submitted to the Oregon Mayor’s Association for the state-wide competition. State-wide winners will be notified by the end of July and will be invited to attend the Oregon Mayors Association Summer Conference in Florence where they will be recognized and receive their grand prize of a laptop computer.

RECOMMENDATION:

It is recommended the Mayor and City Council congratulates each of these winners and present them with a \$50 gift card.

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

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Monday, June 18, 2012

Immediately Following Adjournment of City Council Meeting

Keizer Civic Center

Keizer, Oregon 97303

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(e) – *To conduct deliberations with persons designated by the governing body to negotiate real property.*
 - b. Pursuant to ORS 192.660(2)(f) – *To consider information or records that are exempt by law from public inspection.*
4. **ADJOURN**

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

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