CITY OF KEIZER MISSION STATEMENT

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

AGENDA

KEIZER CITY COUNCIL
EXECUTIVE SESSION
Monday, October 6, 1997
6:30 p.m.
Robert L. Simon Council Chambers
Keizer City Hall
Keizer, Oregon 97303

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

   a. **Pursuant to ORS 192.660(1)(e) - Real Property Transactions**

4. **ADJOURN**

Upon request, auxiliary aids and/or special services for those with disabilities will be provided. To request services, please contact us at 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 and under certain circumstances the media also. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

CITY OF KEIZER MISSION STATEMENT

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

AGENDA

KEIZER CITY COUNCIL

Monday, October 6, 1997
7:00 p.m.
Robert L. Simon Council Chambers
Keizer City Hall, Keizer, Oregon 97303

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC TESTIMONY**

   This time is provided for citizens to address the Council on matters not scheduled for public hearing or listed on the agenda.

4. **COMMITTEE REPORTS**

   a. **Marion County Gas Tax - Bob Hansen, Marion Co. Public Works Director**

   b. **Council Liaison Reports**
      - **Planning Commission - Council President Jim Keller**
      - **Traffic Safety Commission - Mayor Koho**
      - **Community Policing Committee - Councilor Meier**
      - **River Road Redevelopment Board - Councilor Beach**

5. **OTHER BUSINESS**

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

   a. **New Business**

   b. **Old Business Report**
      - **Introduction of New Staff Members**

6. **PUBLIC HEARINGS**

   a. **ORDINANCE - Amendment to Zoning Ordinance to Add Conditional Use for Child Foster Homes for up to Ten Children**

   b. **Bonneville Street Vacation**

7. **ADMINISTRATIVE ACTION**

    a. **RESOLUTION - Authorizing City Manager to Enter Agreement for Telecommunication Facility**

8. **CONSENT CALENDAR**

    a. **RESOLUTION - Authorizing City Manager to Enter Agreement for Vehicle Maintenance**

    b. **RESOLUTION - Check Signers**

    c. **Approval of May 29, 1997 City Council Special Session Minutes**

    d. **Approval of June 23, 1997 City Council Special Session Minutes**

    e. **Approval of July 14, 1997 City Council Special Session Minutes**

    f. **Approval of August 11, 1997 City Council Special Session Minutes**

    g. **Approval of September 3, 1997 City Council Special Session Minutes**

9. **WRITTEN COMMUNICATIONS**

    To inform the Council of significant written communications and petitions.

10. **AGENDA INPUT**

    OCTOBER 13, 1997
    5:30 P.M. City Council Work Session

    OCTOBER 20, 1997
    7:00 P.M. City Council Meeting
    - **Hotel Motel Tax**
    - **Baseball Revenue/Expense Report**
    - **Community Policing Resolution**
    - **CDBG Housing Program Refinance Policy**

    NOVEMBER 3, 1997
    7:00 p.m. City Council Meeting

11. **ADJOURN**

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City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 4a

MARION COUNTY GAS TAX - BOB HANSEN

COUNCIL MEETING: October 6, 1997

AGENDA ITEM NUMBER: 4a

TO: MAYOR KOHO AND CITY COUNCILORS

FROM: WALLY G. MULL
CITY MANAGER

SUBJECT: MARION COUNTY GAS TAX BALLOT MEASURE

ISSUE:

Bob Hansen, Director of Marion County Public Works will give a short presentation on the upcoming GasTax ballot measure. Attached you will find additional information on this issue as well as other issues being placed on the ballot by Marion County.

Marion County
OREGON
DEPARTMENT OF
PUBLIC WORKS

BOARD OF COMMISSIONERS
Randall Franke
Gary Heer
Mary Pearmine

ADMINISTRATIVE OFFICER
Ken Roudybush

DIRECTOR
Robert J. Hansen, P.E., P.L.S.

ADMINISTRATION & ENGINEERING
(503) 588-5036
FAX (503) 588-7970

COUNTY SURVEYOR'S OFFICE
(503) 588-5155
FAX (503) 588-7970

OPERATIONS
(503) 588-5304
FAX (503) 588-5609

EMERGENCY MANAGEMENT
(503) 588-5108
FAX (503) 373-4339

October 1, 1997

Marion County Cities:

Within the next few days you will be receiving a packet which will include information and descriptions regarding the upcoming Marion County ballot measures. Attached you will find a table of figures illustrating the transportation related revenues generated from these measures and allotted to the individual cities of Marion County. In addition to the individual city allotments, please note there is an estimated $592,145 to be distributed in some way to the cities. As part of our information gathering process, we want to determine the needs of the cities. As you review these figures, would you please write down on the attached form project ideas for which you would target this money.

Sincerely,
Bob Hansen
Director Marion County Public Works

dc

enc.

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FUELS.WB3
September 29, 1997

Estimated Yearly Allocation of a 3-Cent per Gallon Fuel Tax Increase

	Total Fuel Tax Allocation	40% County Allocation	40% City Allocation	10% SKATS Allocation (3)	10% Other Urban Areas Allocation
	$3,600,000	$1,440,000	$1,440,000	$360,000	$360,000

Estimated Yearly Allocation of a $10 Vehicle Registration Fee Increase (2)

Marion County Registered Vehicles (1)	Estimated Yearly Revenues	40% County Allocation	40% City Allocation	10% SKATS Allocation (3)	10% Other Cities Allocation
232,145	$2,321,450	$928,580	$928,580	$232,145	$232,145
Totals	**$5,921,450**	**$2,368,580**	**$2,368,580**	**$592,145**	**$592,145**

(1) Includes passenger cars, trucks (under 26,000 lbs.), motorcycles, and motor homes.
(2) Yearly fee increase based on Oregon's two-year registration law.
(3) Marion County portion of Salem-Keizer Area Transportation Study (SKATS) area allocation.

1996 Population Estimates	Total Population	% of Total City Population	Estimated City Allocation of 3-cent/gallon Fuel Tax	Estimated City Allocation of $10/yr Registration Fee	Totals
Marion County	***262,800***				
Aumsville	2,585	1.44	$20,733	$13,369	$34,102
Aurora	678	0.38	$5,438	$3,507	$8,944
Detroit	370	0.21	$2,968	$1,914	$4,881
Donald	580	0.32	$4,652	$3,000	$7,652
Gates*	486	0.27	$3,898	$2,514	$6,411
Gervais	1,080	0.60	$8,662	$5,586	$14,248
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Keizer	27,450	15.29	$220,159	$141,969	$362,128
Mill City*	310	0.17	$2,486	$1,603	$4,090
Mt. Angel	3,010	1.68	$24,141	$15,567	$39,709
St. Paul	355	0.20	$2,847	$1,836	$4,683
Salem*	106,100	59.09	$850,960	$548,740	$1,399,700
Scotts Mills	310	0.17	$2,486	$1,603	$4,090
Silverton	6,567	3.66	$52,670	$33,964	$86,634
Stayton	6,035	3.36	$48,403	$31,212	$79,615
Sublimity	1,985	1.11	$15,920	$10,266	$26,187
Turner	1,330	0.74	$10,667	$6,879	$17,546
Woodburn	15,782	8.79	$126,577	$81,623	$208,200
Total City Population	**179,543**	**100.00**	**$1,440,000**	**$928,580**	**$2,368,580**

* Marion County portion of the city population

Marion County Transportation Revenues
Project Ideas

City: ______________________________

Annual Allotment: ____________________

Ideas for use of annual allotment:

Ideas for use of shared allotment ($592,000/yr.):

Please return to Marion County Publics Works, 3150 Lancaster Dr NE Ste. A,Salem, OR 97305
Attn: Denise.

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Marion County
OREGON

Vehicle Registration Fee

24-96
Marion County Vehicle Registration Fee for Roads

Question:

Shall Marion County establish a vehicle registration fee to repair and maintain safe roads?

Summary:

This measure establishes a Marion County motor vehicle registration fee not to exceed$10.00 per year. The fee will not be paid for vehicles exempted by state law. Revenue may be used only to make safe, maintain, repair and operate existing roads in Marion County. This revenue will be shared with cities in the county for repair and maintenance of city streets.

The tax imposed by this measure is not subject to the limitations of sections 11 and 11 b of the Oregon Constitution and will be used for non-education governmental purposes.

Explanatory Statement:

Approval of this measure will address the immediate repair and maintenance needs of the road and bridge system in Marion County, and the cities in the county. Road and bridge conditions are deteriorating as a result of extreme weather, increased use, and age. Revenues from the measure will be used to improve the condition and safety of roads and bridges. Maintaining the existing system will reduce future repair and construction costs.

Federal, state and local resources are inadequate to maintain existing roads and bridges. The state legislature has not increased transportation fees since 1991. Safety improvements are needed because of increased stress on bridge structures. Measure revenues will allow bridge safety improvements, including strengthening against earthquakes; and needed road improvements.

This measure sets a county annual motor vehicle registration fee in addition to the current state fee (i.e. an additional $10.00 per year for an automobile, and $9.00 per year for a motorcycle). Under state law some vehicles are exempt from the fee including farm vehicles and certain trucks. Marion County will use its portion of this revenue to make safe, repair, maintain, and operate its roads and bridges.

Failure to take care of the existing system of roads and bridges will result in increased need for major rehabilitation. The American Public Works Association estimates that every $1.00 spent on pavement maintenance saves $5.00 on major rehabilitation. By maintaining roads and bridges today, more costly future repairs can be reduced.

For further information contact: Board of Commissioners Office, (503) 588-5212
Marion County Courthouse, 100 High Street NE
Salem, OR 97301-3670, commissioners@open.org

Estimated Yearly Allocation of a Three-Cent per Gallon Fuel Tax Increase (gasoline and diesel)

Total Est. Fuel Tax Allocation	County 40%	Cities 40%	SKATS 10% [3]	Other Urban Areas 10%
$3,600,000	$1,440,000	$1,440,000	$360,000	$360,000

Estimated Yearly Allocation of a $10 per year Vehicle Registration Fee Increase

Registered Vehicles in Marion County [1]	Est. Yearly Revenue [2]	County 40%	Cities 40%	SKATS 10% [3]	Other Urban Areas 10%
232,145	$2,321,450	$928,580	$928,580	$232,145	$232,145

1 Registration fee applies to passenger cars, truck under 26,000 lbs., motocycles and motor homes.
2 Yearly revenue estimate based on Oregon's two-year registration law.
3 Marion County portion of Salem Keizer Area Transportation Study (SKATS)

1996 Population Estimates	Total Population	% of Total City Pop.	Est. City Allocation of a 3-Cent/Gallon Fuel Tax (Diesel & Non-Diesel)	Est. City Allocation of a $10 Vehicle Registration Fee
Marion County	262,800			
Aumsville	2,585	1.44	$20,733	$ 13,369
Aurora	678	0.38	5,438	3,507
Detroit	370	0.21	2,968	1,914
Donald	580	0.32	4,652	3,000
Gates	486	0.27	3,898	2,514
Gervais	1,080	0.60	8,662	5,586
Hubbard	2,185	1.22	17,524	11,301
Idanha	200	0.11	1,604	1,034
Jefferson	2,145	1.19	17,204	11,094
Keizer	27,450	15.29	220,159	141,969
Mill City	310	0.17	2,486	1,603
Mt. Angel	3,010	1.68	24,141	15,567
St. Paul	355	0.20	2,847	1,836
Salem	106,100	59.09	850,960	548,740
Scotts Mills	310	0.17	2,486	1,603
Silverton	6,567	3.66	52,670	33,964
Stayton	6,035	3.36	48,403	31,212
Sublimity	1,985	1.11	15,920	10,266
Turner	1,330	0.74	10,667	6,879
Woodburn	15,782	8.79	126,577	81,623
Totals	179,543	100.00	$1,440,000	$928,580

Marion County
OREGON

Diesel Fuel License Tax

24-94
Marion County Motor Vehicle Diesel Fuel License Tax Ordinance

Question:

Shall Marion County enact a tax of up to 3 cents per gallon for road repair, maintenance and safety improvements?

Summary:

This measure would enact a tax of up to three cents per gallon on diesel fuel sold in the county. The tax would be paid mainly by wholesalers, who would be licensed. Refunds would be given for fuel used in some farm and forestry work. Proceeds could only be used for repair, maintenance and safety improvements of roads and would be shared with cities. The tax could not exceed three cents per gallon without voter approval. The tax would be reduced within a local jurisdiction that imposed its own tax. The tax would be reduced by any increase in the state fuel tax earmarked for counties and cities. Revenue would be distributed as follows: 40% to the county; 40% to the cities (divided according to population; 10% for projects in the SKATS boundary area of Salem-Keizer; and 10% for projects in areas immediately surrounding the other cities in Marion County.

Explanatory Statement:

Approval of this measure would authorize a diesel fuel tax of up to three cents per gallon to raise money for maintenance, repair and safety improvements on county roads and city streets.

Background

Current road maintenance revenues are not sufficient to keep pace with the county's growing population and increased usage of its road system. A diesel fuel tax would be dedicated exclusively to road maintenance, preservation and safety improvements. Many roads in Marion County are rated in fair or poor condition. Property taxes do not go to road maintenance, preservation or safety improvements.

Tax Imposed

The tax is generally collected from wholesale dealers bringing diesel fuel into the county for sale, distribution or use within the county. Each wholesale dealer is required to have a county license and pay a monthly tax of up to three cents for each gallon of diesel fuel brought into the county. Since the tax may be passed along by wholesale dealers to the retail level, the tax in effect will be paid primarily by the public in its purchase of diesel fuel.

Administration

The tax will be collected and administered by the county or its designee. Much of the ordinance deals with the technical aspects of administration. Dealers are subject to penalties, including license revocation, for failure to comply with ordinance requirements.

Exemptions/refunds

The ordinance exempts from the tax: diesel fuel used for vehicles other than motor vehicles on public roads, such as in boats, airplanes or stationary power equipment; fuel used by vehicles on private property, including farms and on logging roads not maintained by public bodies; sales to the United States Armed Forces; fuel exported from the county.

Use of Revenues - Distribution to Cities

The ordinance provides that the net revenue "shall be used only for the construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads and streets and roadside rest areas within the incorporated and unincorporated areas of the county as may be allowed by Article IX, Section 3a of the Oregon Constitution. By law, none of the diesel fuel tax proceeds can be used for any other purpose. Under the ordinance, the proceeds will be distributed to cities and the county: 40% to the county and 40% to the cities. 20% will be earmarked for areas immediately surrounding the cities. The county, and most cities, have developed road maintenance, preservation and safety improvement programs. If this measure is passed, Marion County will use the tax revenues to further its road maintenance program.

Amendments

Major features of the ordinance, such as the maximum amount of the tax, exemptions and the use of the money raised cannot be changed except by a future vote of the people.

Effective Date

The ordinance would take effect July 1, 1998. The tax will first be imposed on a date on or after the effective date, to be determined by board resolution.

For further information contact:

Board of Commissioners Office
(503) 588-5212
Marion County Courthouse
100 High Street NE
Salem, OR 97301-3670
commissioners@open.org

Marion County OREGON

Marion County
OREGON

Nondiesel Fuel License Tax

24-95
Marion County Motor Vehicle Nondiesel Fuel License Tax Ordinance

Question:

Shall Marion County enact tax of up to 3 cents per gallon for nondiesel fuel for road repair and improvements?

Summary:

This measure would enact a tax of up to three cents per gallon on gasoline and motor vehicle fuel except diesel, sold in the county. The tax would be paid mainly by wholesalers, who would be licensed. Refunds would be given for fuel used in some farm and forestry work. Proceeds could only be used for repair, maintenance and safety improvements of roads and would be shared with cities. The tax could not exceed three cents per gallon without voter approval. The tax would be reduced within a local jurisdiction that imposed its own tax. The tax would be reduced by any increase in the state fuel tax earmarked for counties and cities. Revenue would be distributed as follows: 40% to the county; 40% to the cities (divided according to population; 10% for projects in the SKATS boundary area of Salem-Keizer; and 10% for projects in areas immediately surrounding the other cities in Marion County.

Explanatory Statement:

Approval of this measure would authorize a gas and motor vehicle fuel tax of up to three cents per gallon to raise money for maintenance, repair and safety improvements on county roads and city streets. Diesel fuel would be exempted from the tax.

Background

Current road maintenance revenues are not sufficient to keep pace with the county's growing population and increased usage of its road system. A gas tax would be dedicated exclusively to road maintenance, preservation and safety improvements. Many roads in Marion County are rated in fair or poor condition. Property taxes do not go to road maintenance, preservation or safety improvements.

Tax Imposed

The tax is generally collected from wholesale dealers bringing gas fuel into the county for sale, distribution or use within the county. Each wholesale dealer is required to have a county license and pay a monthly tax of up to three cents for each gallon of gasoline or fuel brought into the county. Since the tax may be passed along by wholesale dealers to the retail level, the tax in effect will be paid primarily by the public in its purchase of gasoline fuel.

Administration

The tax will be collected and administered by the county or its designee. Much of the ordinance deals with the technical aspects of administration. Dealers are subject to penalties, including license revocation, for failure to comply with ordinance requirements.

Exemptions/refunds

The ordinance exempts from the tax: all diesel fuel, and other fuel used for vehicles other than motor vehicles on public roads, such as in boats, airplanes or stationary power equipment; fuel used by vehicles on private property, including farms and on logging roads not maintained by public bodies; sales to the United States Armed Forces; fuel exported from the county.

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100 High Street NE
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Marion County
OREGON

Printed Oct 1, 1997

INTENDED PROJECT LIST FOR ADDITIONAL FUNDING 1999 - 2004 (Subject to Change)

	TYPE	PROJECT	DESCRIPTION	ESTIMATE	ADD'L FUNDS REQ'D	URBAN PORTION	RURAL PORTION	COMMENTS
1	Safety	Ehlen/Butteville	Left turn lanes, widening	$300,000				Accelerated schedule
2	Safety	Butteville Road P&W RRXING	Add protection	$350,000	$350,000		$350,000	
3	Safety	River Road/Orville Road RR Bridge	At grade crossing, realignment	$1,150,000	$1,150,000		$1,150,000	
4	Safety/Cap	Hwy 214/Hobart Road	Contribution to signal	$30,000	$30,000	$30,000		
5	Safety	Hwy 214/Marquam Road	Contribution to realignment	$100,000	$100,000	$100,000		
6	Widening	Delaney Road	BattleCreek Road to Turner Road	$2,200,000	$2,200,000	$250,000	$1,150,000 $650,000	Funded by Aggregate
7	Widening	Brooklake Road	I-5 to River Road	$1,080,000	$1,080,000		$480,000 $600,000	Funded by Aggregate
8	Widening	Riverside Road	Skyline Road to RR Bridge	$1,035,000	$1,035,000		$1,035,000	Accelerated schedule
9	Widening	Golf Club Road	Mill Creek Road to Stayton UGB	$125,000				
10	Widening	Golf Club Road	Stayton UGB to Shaff Road	$1,000,000	$1,000,000	$750,000	$250,000	
11	Widening	Hobart Road	Monitor Road to Hwy 214	$1,380,000	$1,380,000	$1,000,000	$380,000	
12	Widening	Center/Hampden/Fruitland Roads	Cordon Road to 63rd Avenue	$825,000	$825,000		$625,000	
13	Widening	Main Street in Aumsville	W City Limit to E City Limit	$300,000	$300,000	$300,000		
14	Widening	Boones Ferry Road	Crosby Road to Hwy 214	$1,940,000	$1,940,000	$1,500,000	$450,000	
15	Widening	River Road South	Sawmill Road to Salem UGB	$800,000	$800,000		$800,000	
16	Widening	Jefferson-Scio Road	UGB to County Line	$470,000	$470,000		$470,000	
17	Widening	Cascade Highway in Sublimity	Curb Extensions, re-striping	$50,000	$50,000	$50,000		
18	Widening	Mill Creek Road	Marion Road to Turner City Limits	$350,000	$350,000		$350,000	Funded by Aggregate
19	Capacity	Cordon/Sunnyview	Signal, widening	$800,000				Accelerated schedule
20	Capacity	Golf Club/Shaff/Wilco	Signal, widening	$525,000	$525,000	$525,000		
21	Capacity	Cascade Hwy/Shaff/Fern Ridge	Signal, widening	$500,000	$500,000	$500,000		
22	Capacity	Hwy 22/Cordon Road Interchange	Contribution	$500,000	$500,000	$500,000		
23	Capacity	Westfield/C/McClaine	Signal, possible widening	$200,000	$200,000	$200,000		
24	Capacity	Silverton Road/Howell Prairie Road	Turn lanes, poss. signal	$400,000	$400,000		$400,000	
25	Capacity	Brooklake Road/River Road/RRXin	Turn lanes, poss. signal, RR connect.	$1,000,000	$1,000,000		$1,000,000	
26	Study	Woodburn Interchange	Contribution	$150,000	$150,000	$150,000		
27	Study	River Road South	Corridor Study-Salem to Independenc	$100,000	$100,000		$100,000	
28	Study	Willamette River Crossings	Contribution	$120,000	$120,000		$120,000	
29	Bridge	No. 47C26	Shaff Road over Salem Ditch	$350,000	$350,000		$350,000	
30	Bridge	No. 47C61	Selah Springs Road over Pudding Riv	$1,035,000	$1,035,000		$1,035,000	
31	Bridge	No. 47C69	75th Place over Beaver Creek	$410,000	$410,000		$410,000	
32	Bridge	Seismic Retrofits		$1,500,000	$1,500,000		$1,500,000	
33	Bridge	3rd Street in Scotts Mills	Rehab or replace bridge	$500,000	$500,000	$500,000		
	TOTAL FROM GAS TAX AND REGISTRATION FEE				$18,410,000	$6,355,000	$12,055,000	
	TOTAL FROM AGGREGATE TAX				$1,880,000		$1,800,000	
	TOTALS				$20,210,000	$6,355,000	$13,855,000	

Est. Receipts - Gas Tax and Reg. Fees = 5.9 million/year
City Portion - 2.36 million/year x 5 years = 11.8 million
County Rural - 2.36 million/year x 5 years = 5.9 million
County Urban - 1.18 million/year

Est. Receipts - Aggregate Tax = .38 million/year x 5 years = 1.8 million
TOTAL 19.5 million

FUELS.WB3
eptember 29, 1997

Estimated Yearly Allocation of a 3-Cent per Gallon Fuel Tax Increase

	Total Fuel Tax Allocation	40% County Allocation	40% City Allocation	10% SKATS Allocation (3)	10% Other Urban Areas Allocation
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(3) Marion County portion of Salem-Keizer Area Transportation Study (SKATS) area allocation.

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Mill City*	310	0.17	$2,486	$1,603	$4,090
Mt. Angel	3,010	1.68	$24,141	$15,567	$39,709
St. Paul	355	0.20	$2,847	$1,836	$4,683
Salem*	106,100	59.09	$850,960	$548,740	$1,399,700
Scotts Mills	310	0.17	$2,486	$1,603	$4,090
Silverton	6,567	3.66	$52,670	$33,964	$86,634
Stayton	6,035	3.36	$48,403	$31,212	$79,615
Sublimity	1,985	1.11	$15,920	$10,266	$26,187
Turner	1,330	0.74	$10,667	$6,879	$17,546
Woodburn	15,782	8.79	$126,577	$81,623	$208,200
Total City Population	**179,543**	**100.00**	**$1,440,000**	**$928,580**	**$2,368,580**

* Marion County portion of the city population

Marion County
OREGON

Depletion of Natural Resources

24-98
Referral of Ordinance Imposing Fee on Depletion of Natural Resources

Question:

Shall Marion County impose a fee on the depletion of natural resources mined in the county?

Summary:

Proposed ordinance imposes a fee of thirty cents per ton on sand, gravel, rock and other similar natural resources mined in Marion County. This ordinance will raise about $850,000.00 per year, depending on mining production. Except for administration costs, all revenue raised under this ordinance will be dedicated to land use planning and enforcement, traffic safety enforcement, acquisition, maintenance and improvement of Marion County parks, construction, reconstruction, repair, maintenance and other improvement of public roads in Marion County, community based programs to reduce child abuse.

The tax imposed by this measure is not subject to the limitations of sections 11 and 11b of the Oregon Constitution and will be used for non-education governmental purposes.

Explanatory Statement:

Marion County has significant deposits of gravel, sand, stone, ore and other aggregate materials used for road and building construction. These resources are being extracted at the rate of approximately three million tons per year and are not a renewable resource.

Costs to the county associated with aggregate extraction include:

* Planning for aggregate sites in compliance with Oregon state law.

* Repairing damage to roads from vehicles moving aggregate.

* Issuing permits, inspecting, monitoring and enforcing compliance with conditions placed on extraction sites such as noise restrictions, dust abatement and protection of surface and ground water.

* Planning for the use of sites after mining is completed.

The proposal would establish a tax of 30¢ per ton of aggregate extracted in unincorporated areas of Marion County. This would produce an estimated $900,000 per year in revenues. No more than eight percent may be used for administration and collection of the tax. The annual net revenue, approximately $828,000, is dedicated to the following services.

Roads: Forty percent, approximately $331,000, of the proposed tax would be used for repairing, widening and strengthening county roads around aggregate extraction sites near Turner, the Willamette River and other specific locations.

Planning: Marion County is required by state law to determine the quality and quantity of aggregate resources, identify where aggregate extraction and other surrounding land uses are in conflict and protect significant aggregate sites from new development and uses that would conflict with extraction. Six sites are currently in various stages of the land use process.

Fifteen percent of the revenue, an estimated $124,000, would help compensate for the loss of state and local revenues that have resulted in a 24-percent cut in staffing in the Planning Division.

Parks: Operations of Marion County's 14 developed and five undeveloped parks are currently funded with revenues from Oregon's recreational vehicle registration fee. This amount is inadequate to properly protect, maintain, improve and develop park facilities or acquire land for future parks and open space. Fifteen percent of the revenue, approximately $124,000, would be dedicated to county parks.

Traffic Safety Enforcement: The Sheriff's Office reports that it receives a number of calls from citizens concerned about traffic safety issues around the aggregate industry. Approximately $124,000, or 15 percent of the revenue, would be available each year for law enforcement response to possible speed, weight and highway safety violations.

Child Abuse Reduction: State funding for Marion County Children and Families Commission programs has been reduced approximately $70,000 annually. Local funding is restricted due to the property tax cuts of Measures 47/50 while Marion County's population continues to grow. Some taxes on the depletion of natural resources have historically been dedicated to public benefit, as taxes on harvested timber are dedicated to supporting public schools.

Of revenues from a tax on mining 15 percent, an estimated $124,000 annually, would be dedicated to community based programs working to reduce child abuse.

The tax would become effective July 1, 1998.

Marion County

OREGON

Marion County
OREGON

Transient Occupancy Tax

24-97
Marion County Transient Occupancy Tax

Question:

Shall Marion County levy a 6% occupancy tax on short-term rentals of hotel rooms and any stays in recreational sites?

Summary:

Renters of hotels, motels, inns and similar units for less than thirty days and any stays at recreational camp and RV sites would pay a six percent tax. Rentals of less than $5 per day, private homes, medical stays and non-profit facilities used for non-profit purposes would be exempt. Funds would be used for tourism promotion and development and county park infrastructure development. Tax would not apply in cities unless the city asks to be included. Measure includes a collection mechanism. The tax under this ordinance would begin July 1, 1998.

The tax imposed by this measure is not subject to the limitations of sections 11 and 11b of the Oregon Constitution and will be used for non-education governmental purposes.

Explanatory Statement:

This measure creates a six percent tax on the amount paid for transient lodging and recreational camp and RV sites in unincorporated Marion County. The tax will not be collected inside cities unless a city specifically asks to be included. The tax will fund tourism development and promotion under a regional tourism plan commenced in 1991 for Marion and Polk Counties and the Salem Convention and Visitors Association (SCVA). Presently this plan is implemented by the VISIT Group (Valley Inter-cooperative Strategies to Increase Tourism), a cooperative effort of community groups, businesses, government and individuals whose purpose is promoting the two-county region as a viable visitor destination.

Funding for these activities from the two counties has come from lottery economic development funds. SCVA contributes transient lodging tax funds generated within the city of Salem.

Using these funds, the VISIT Group has developed a travelers information radio station, regional promotional brochures, bed and breakfast directory, heritage sites and tours directory and has promoted economic development projects relating to tourism in the North Santiam Canyon and other communities.

Although not required, in Marion County the proposed six percent transient occupancy tax will presently replace the county's contribution of lottery funds to support VISIT's activities. The tax would raise an estimated $166,000 annually. A minimum of 80 percent of the net amount collected will be dedicated to tourism promotion and development; a maximum of 20 percent will be used for county park infrastructure development.

Overnight renters of hotels, motels, inns and similar facilities will pay the tax for stays of less that 30 days. Recreational campsite and recreational vehicle park occupants will pay the tax for their entire stay. The management of each facility will be allowed to keep five percent of the tax it collects to cover the cost of remittance to the county. Both privately and publicly owned facilities, including state parks, will collect the tax. Non-profit overnight facilities used for non-profit purposes, private homes, medical facilities and daily rental of less than $5.00 are exempt.

The county board of commissioners will designate a tax administrator who will be responsible for collecting the tax from lodging and recreational camping facilities. The tax administrator may grant extensions for payment, impose interest and penalties against lodging facilities for delinquent payment, nonpayment and fraud, record liens against the personal property of lodging facilities that fail to remit taxes, bring collection actions, and make refunds. Any person aggrieved by any action of the tax administrator may appeal to the board of commissioners.

This tax will become effective on July 1, 1998.

For further information contact: Board of Commissioners Office
(503) 588-5212
Marion County Courthouse
100 High Street NE
Salem, OR 97301-3670
commissioners@open.org

Marion County
OREGON

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 5b

OLD BUSINESS REPORT

CITY COUNCIL MEETING: October 2, 1997

AGENDA ITEM NUMBER: 5b

TO: **Mayor Koho and City Council Members**

SUBJECT: **Old Business Report**
- **New Staff**

New Staff
(Dianne Suek, Human Resources Officer)

City staff has been very busy interviewing and hiring new staff. They are:

Public Works Department hired two new Municipal Utility Workers - Tim Coburn (September 22) was previously employed with Loren's Sanitation. Tim is also a volunteer firefighter for the Keizer Fire District. David Ratliff (September 25) worked at the Safeway store in Keizer and attended McNary High School.

Municipal Court. Christine Hagan will start work as a Clerical Specialist on October 16. Her part time hours will be 9:00 am - 2:00 pm. Christine was employed at U.S. National Bank in Keizer since 1991.

Finance. Elsa Palacios was hired as the new full-time Utility Billing Clerk. She replaces Kisha West who resigned to vacation in Italy for three weeks before moving to Las Vegas, NV. Elsa will start work October 15.

Community Development. Cheryl Vafakos will begin work October 21 as the new Code Enforcement/Zoning Technician. Her experience includes 14 years with the City of Salem as Code Enforcement Officer, Parking Enforcement Officer, and Sign Inspector. This full-time position was approved during the budget process, when one of the Community Service Officers position in the Police Department was eliminated. This position will focus on code enforcement and providing information to the public.

THE CITY OF KEIZER WELCOMES TIM, DAVID, CHRISTINE, ELSE AND CHERYL!

Note: If you have a matter that you would like to see under an old business report, please contact one of the members of the Council Management Committee to forward to the appropriate department.

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 6a

ZONING ORDINANCE AMENDMENT - CHILD FOSTER HOMES

CITY COUNCIL MEETING: Oct. 6, 1997

AGENDA ITEM NUMBER:

TO: MAYOR AND CITY COUNCIL

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PUBLIC HEARING
ZONING ORDINANCE AMENDMENT
CHILD FOSTER HOMES

DISCUSSION:

At the request of Jim Seymour of Catholic Community Services, and at the direction of the City Council, the Planning Commission initiated an amendment to the zoning ordinance to allow "child foster homes" as a conditional use in the RS (Residential Single Family) Zone. While Mr. Seymour is interested in establishing a specific home, this code amendment will apply throughout the City. If approved, Mr. Seymour will need to apply for a conditional use permit for his specific proposal.

Child foster homes serving up to five children are currently allowed as a permitted use in the UT (Urban Transition), RS, RL (Residential Limited Density), RM (Residential Medium Density), and RH (Residential High Density) zones. Child Foster Homes serving six or more children are allowed as a conditional use in the RL, RM, and RH zones.

The Planning Commission's proposal would allow homes serving more than five children to be considered through the conditional use process. The Commission further set an additional criteria by stating the foster home must be accredited by the Council on Accreditation for Child and Family Programs. The Commission's formal motion was:

> *The Planning Commission recommends to the City Council adding in the Residential Single Family zone as a new conditional use Child Foster Care Home for six to tem children, appropriately accredited by the Council on Accreditation for Child and Family Programs.*

In summary, the condition use process involves the following steps:

1. An application is filed with the City. The application must include a site plan and a narrative description, including an analysis of how the proposed use conforms with the criteria for approving a conditional use.

2. The application is reviewed by City staff including an analysis of the conformance to the criteria, and an analysis of the use's design and impacts.

3. A decision is rendered by the Community Development Director. That decision is based on the criteria. The decision may approve the application, approve the application with conditions, or deny the application. Approval with conditions means that the impacts of the proposed use are such that special considerations are necessary to mitigate those impacts. Denial occurs when the impacts are such that they cannot be satisfactorily mitigated.

4. The decision is mailed to the applicant, property owners within 250 feet, and the neighborhood association.

5. Anyone receiving the decision may file an appeal within 10 days of the original mailing. If no appeal is filed, the decision is final.

6. If appealed, the case goes before the City's Hearings Officer for a formal public hearing. The Hearings Officer subsequently renders a decision, again using the criteria.

7. The Hearings Officer decision is mailed to those participating in the hearing. It is final if not appealed within 10 days.

8. If appealed, the case goes before the City Council for a formal public hearing. The City Council subsequently renders a decision, again using the criteria.

9. The Council's decision is final, but it is subject to further appeal before the State Land Use Board of Appeals.

These standards help to assure that the proposed use can be accommodated with reasonable conditions.

Upon reviewing the zoning ordinance, and the areas of the City where such uses may be proposed, Staff believes it would be appropriate to amend the UT (Urban Transition) zone as well as the RS zone. This would open the market up to some of the larger homes on larger lots which are found within the UT zoned areas.

RECOMMENDATION:

It is recommended Council conduct and close the public hearing, and then consider adoption of the attached ordinance.

BILL NO. ____ A BILL ORDINANCE NO. 97-__________

FOR

AN ORDINANCE

AMENDING THE KEIZER ZONING ORDINANCE AT CHAPTER 23 AND CHAPTER 36 TO ALLOW CHILD FOSTER HOMES (SIX TO TEN CHILDREN) AS A CONDITIONALLY PERMITTED USE IN THE RS ZONE AND UT ZONE; AMENDING ORDINANCE NO. 87-078

WHEREAS, the Keizer Planning Commission has considered the request of Catholic Community Services to provide for the opportunity for child foster homes in the single family residential zone (RS) and urban transition zone (UT) with homes consisting of six to ten children;

WHEREAS, currently the zoning ordinance would not allow such a use;

WHEREAS, it is appropriate to provide for the establishment of such foster homes in the single family residential zone and urban transition zone after appropriate notice and right to hearing;

WHEREAS, the Keizer Planning Commission has recommended to the Keizer City Council an amendment to provide for such a use as a conditionally permitted use in the RS and UT zone;

WHEREAS, the Keizer City Council has held a public hearing and considered the matter in compliance with all state laws and city ordinances;

///

///

WHEREAS, the Keizer City Council has determined that such amendment meets the criteria set forth in state laws, Keizer Comprehensive Plan, and the Keizer Zoning Ordinance;

NOW, THEREFORE,

The City of Keizer ordains as follows:

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

Section 2. AMENDMENT TO CHAPTER 23 OF THE KEIZER ZONING ORDINANCE (ORDINANCE NO. 87-078). The Keizer Zoning Ordinance (Ordinance No. 87-078) is hereby amended at Chapter 23 (Single Family Residential - RS Zone) by the addition of a new subsection (i) at the end of Section 23.02 adding the following as an additional conditionally permitted use:

> (i) Child foster home for six up to ten children, provided such home is properly accredited by the Council on Accreditation on Child and Family Programs.

Section 3. AMENDMENT TO CHAPTER 36 OF THE KEIZER ZONING ORDINANCE (ORDINANCE NO. 87-078). The Keizer Zoning Ordinance (Ordinance No. 87-078) is hereby amended at Chapter 36 (Urban Transition - UT Zone) by the addition of a new subsection (f) at the end of Section 36.02 adding the following as an additional conditionally permitted use:

///

Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, Oregon 97303
(503) 390-1635

(f) Child foster home for six up to ten children, provided such home is properly accredited by the Council on Accreditation on Child and Family Programs.

Section 4. <u>EFFECTIVE DATE</u>. This Ordinance shall take effect thirty (30) days after its passage.

PASSED this _________ day of _______________, 1997.

SIGNED this _________ day of _______________, 1997.

____
Mayor

____
City Recorder

824ECOK.027

Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, Oregon 97303
(503) 390-1635

EXHIBIT "A"

Findings Regarding the Adoption of
Amendments to Keizer Zoning Ordinance
Chapter 23 - Single Family Residence (Child Foster Home)
Chapter 36 - Urban Transition (Child Foster Home)
[See criteria set forth at Keizer Zoning Ordinance (KZO) 4.15]

The City of Keizer finds that:

1. These amendment to the sign regulations comply with statewide land use goals and related administrative rules as follows [KZO 4.15(a)]:

GOAL 1: CITIZEN INVOLVEMENT

Public hearings were conducted on this matter with the review and adoption proceedings consistent with local land use regulations.

GOAL 2: LAND USE PLANNING

The ordinance amends the Keizer Zoning Ordinance. The adoption proceeding was conducted in a manner consistent with the requirements of the Keizer Comprehensive Plan, Keizer Zoning Ordinance, and applicable state law.

GOAL 3: AGRICULTURE LAND

These amendments do not affect agricultural operations.

GOAL 4: FOREST LANDS

These amendments do not affect forest lands.

GOAL 5: OPEN SPACES, SCENIC AND HISTORIC AREAS, AND NATURAL RESOURCES

These amendments do not affect open spaces, scenic and historic areas, and/or natural resources.

GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY

These amendments will not affect air, water and land resources quality.

GOAL 7: AREAS SUBJECT TO NATURAL DISASTERS AND HAZARDS

These amendments will not affect any areas subject to natural disasters and hazards.

GOAL 8: RECREATIONAL NEEDS

These amendments will not impact recreational needs.

GOAL 9: ECONOMIC DEVELOPMENT

These amendments do not impact economic development.

GOAL 10: HOUSING

These amendments assist in providing additional housing opportunities.

GOAL 11: PUBLIC FACILITIES AND SERVICES

These amendments do not affect public facilities and services.

GOAL 12: TRANSPORTATION

These amendments will not affect any transportation facilities or services.

GOAL 13: ENERGY CONSERVATION

These amendments will not affect energy conservation.

GOAL 14: URBANIZATION

These amendments will not adversely affect urbanization efforts.

GOAL 15: WILLAMETTE GREENWAY

These amendments will not affect the Willamette Greenway.

GOALS 16, 17, 18 AND 19:
ESTUARINE RESOURCES, COASTAL SHORELANDS, BEACHES AND DUNES, AND OCEAN RESOURCES

These goals do not apply as Keizer is not located in an ocean shoreland area.

2. These amendments conform with the Keizer Comprehensive Plan goals, policies and intent. The amendment provides for child foster homes of six to ten children in the RS and UT zone, contingent on approval by way of the conditional use process. The Keizer Comprehensive Plan provides as a general goal that the City shall provide housing opportunities for all types of housing needs (KCP, Page 34). Such amendments help meet this goal [KZO 4.15(b)].

3. Public need is best satisfied by these amendments because the allowance of child foster homes of six to ten children allows more children to be raised in the same community in which they have previously lived, as well as providing a stable environment for such children [KZO 4.15(c)].

4. These amendments will not adversely affect the health, safety and welfare of the community [KZO 4.15(d)].

5. (The criteria in Keizer Zoning Ordinance 4.15(e) regarding adequate public facilities, services and transportation is not applicable to this Ordinance.)

Findings with regard to this Ordinance are based on all written and oral testimony received at the City Council hearing on this matter. This evidence is incorporated by this reference as if fully set forth herein.

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 6b

BONNEVILLE STREET VACATION

CITY COUNCIL MEETING: Oct.6, 1997

AGENDA ITEM NUMBER:

TO: MAYOR AND CITY COUNCIL

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PUBLIC HEARING –
BONNEVILLE/SEEBURG/ALDER STREET VACATION

DISCUSSION:

Bonneville Street is a right-of-way in the southeast portion of Keizer that generally is parallel to and between Claggett Creek and Verda Drive. It connects to existing streets to the west via extensions of the Seeburg and Alder Streets. These rights-of-way are decades old and have never been improved with any street development. There are no utilities located within these alignments.

The area proposed for vacation is shown on the attached map. It contains approximately 4,500 linear feet of right-of-way. For the purposes of this report, the vacation area shall be referred to as Bonneville Street, even though it also includes those portions of Seeburg and Alder.

The area through which Bonneville Street passes is vacant, but proposed for a housing development. Staff, working in conjunction with the property owner/developer, has determined that the best street configuration for this area differs significantly from the existing right-of-way. The existing right-of-way does not lend itself to the best housing lay out. More importantly, the proposed Alder Street extension runs east/west through this area and conflicts with the existing right-of-way locations, including the existing Alder Street right-of-way.

The proposed vacation involves reconfiguring the rights-of-way so that they meet both the City's and developer's needs. Bonneville Street will be vacated to the property owners, and, in exchange, the property owner will dedicate the Alder Street right-of-way. The attached drawing shows the properties and alignments involved. It should be noted that the vacation is not necessary to develop the property, as the platted streets can be improved and used to serve future housing.

The Public Works and Engineering staffs have reviewed and approved the proposal. Notice has been provided to surrounding property owners, however, statutory requirements for notice require that this hearing be continued until the October 20th Council meeting.

RECOMMENDATION

It is recommended Council open the meeting, receive any testimony, and continue the hearing until October 20, 1997.

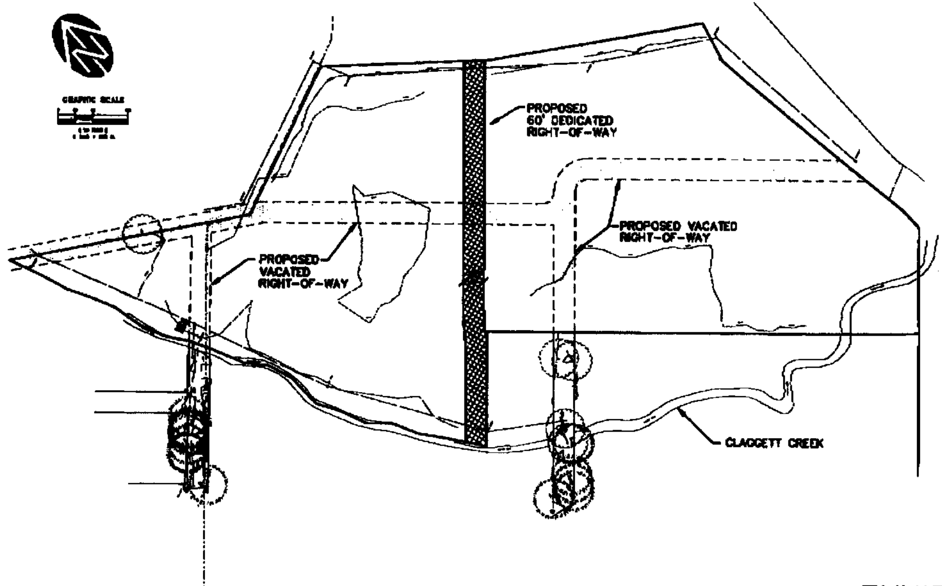

EXHIBIT MAP
DEDICATED / VACATED RIGHT-OF-WAY

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 7a

RESOLUTION - AUTHORIZING CITY MANAGER TO SIGN LEASE AGREEMENT FOR TELECOMMUNICATION FACILITY

CITY COUNCIL MEETING: Oct. 6, 1997

AGENDA ITEM NUMBER: 7a

TO: MAYOR AND CITY COUNCIL

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: LAND LEASE – WESTERN WIRELESS COMPANY

Attached to the report for the Council's approval is a lease for City property to Western PCS I Corporation. Western PCS is the parent company for Voicestream Wireless, a cellular telephone service company.

The lease allows Western PCS to erect a wireless telecommunication tower (commonly known as a cell tower) on City property at the east end of the police impound yard, which is adjacent to the south end of the police department building. The physical improvements will include a 150 foot monopole that is designed to allow co-location of three different cellular antenna arrays, plus two public service antenna systems. It will also allow for a space in which Western PCS will house the necessary equipment for the tower.

This is a 5 year lease with four 5 year renewals. The lease amount is $600 per month, which will increase annually in accordance with the consumer price index.

When co-locations occur with other wireless telecommunication providers, the City will lease the ground space to each company necessary to house their base equipment.

Community Development and Legal staffs negotiated this lease looking toward other leases for these types of installations as guidance. The Staff believes this lease is fair and reflects the typical market rates and conditions for these types of installations.

This wireless telecommunication tower installation is in keeping with the direction of the City's recently adopted wireless telecommunication facilities regulations which emphasis locating these towers in areas other than on River Road and deep within residential neighborhoods. City hall presents a site that is "between" these two areas.

RECOMMENDATION:

It is recommended Council approve the resolution authorizing the City Manager to enter into the lease agreement.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R97-_____

AUTHORIZING CITY MANAGER TO SIGN SITE LEASE AGREEMENT WITH WESTERN PCS I CORPORATION FOR LEASE OF CITY PROPERTY FOR WIRELESS COMMUNICATION FACILITY

WHEREAS, the City and Western PCS I Corporation have entered into negotiation for the lease of City property to Western PCS I Corporation for the installation of a wireless communication facility or cellular tower site;

WHEREAS, City staff and Western PCS I Corporation have preliminarily agreed on the terms of a site lease agreement;

WHEREAS, the installation of such a facility will reduce the potential for such facility in the River Road Redevelopment area; NOW THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into the site lease agreement with Western PCS I Corporation, a copy of such agreement is attached as Exhibit "A" and by this reference incorporated herein.

PASSED this ________ day of ___________________, 1997.

SIGNED this ________ day of ___________________, 1997.

____
Mayor

____
City Recorder

4658COK.001

Lien & Johnson
Attorneys at Law
4855 River Road N.
Keizer, Oregon 97303
(503) 390-1635

Site: **Keizer PO-1467D**
Market: **Portland**

Site Lease Agreement

THIS SITE LEASE AGREEMENT (this "Lease") is effective this _____ day of _________ 19_____, between The City of Keizer ("Landlord"), and Western PCS I Corporation, a Delaware corporation ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant a certain portion of the real property (the "Property") described in attached Exhibit A, sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at **930 Chemawa Road, City of Keizer, Marion County, State of Oregon**, comprises approximately 338 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date hereof, hereinafter referred to as (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, environmental survey or soils test prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises. Tenant agrees and understands that Landlord's responsibility and obligations under this Lease do not and can not bind Landlord as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, Tenant agrees to hold Landlord harmless from any acts Landlord may take to enforce in good faith any lawful ordinances or regulations, or any other acts Landlord may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts Landlord may take in its role as municipal government.

(a) The primary use of the tower will be for the operation of Western PCS I and other commercial telecommunications equipment. It is assumed there will be three commercial telecommunications companies antennas on the tower. If there is adequate cable space inside of the tower after assuming three commercial providers will be located on the tower, Landlord may locate two City of Keizer-owned communications systems (example Police and Fire) on the Tenant's tower on a space-available basis rent-free to a maximum of four (4) omni antennas. Additional publicly-owned equipment will be allowed to locate on the tower to be negotiated with tenant. Landlord shall request such collocation in writing to Tenant. Request shall include type, number, size and proposed locations of antennas, coaxial cable size requirements, requested height on tower, and frequency of equipment. Landlord shall be responsible for the design, installation, and maintenance of City of Keizer-owned equipment. If a structural analysis of the tower is required, Landlord shall be responsible for such analysis.

(b) Tenant shall not refuse collocation request from other telecommunications provider as long as provider agrees to pay market rent for the facility and agrees to other charges to collocate on the tower, including but not limited to structural analyses, structural improvements to the tower, and application fees.

4. Rent.

(a) Beginning on the Commencement Date, Tenant shall pay Landlord, as rent, **Six Hundred** Dollars (**$600.00**) per month ("Rent"). Rent shall be payable on the fifth day of each month, in advance, to **The City of Keizer** at Landlord's address specified in Section 12 below. **The monthly rent shall be subject to annual increases; such increases shall take effect on the anniversary date of the Commencement Date. The new monthly rental amount will be equal to the rental amount of the prior month plus an amount, if any, equal to any percentage increase in the Consumer Price Index published by the U.S. Bureau of Labor Statistics. Comparisons shall be made using the index entitled U.S City Average - All Items and Major Group Figures for All Urban Consumers (1982-84=100) or the nearest comparable data if such index is no longer published, during the twelve month period immediately preceding the anniversary date.** For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the current month shall be prorated based on the actual number of days from the Commencement Date to the last day of the current month.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for four additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. Such month-to-month tenancy shall be the sole option of the Landlord.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall not install a tower taller than 150 feet, and design of the tower shall be a monopole. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities upon termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if the Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Antenna Facilities. Tenant shall pay when due all real property tax assessment directly attributable to the construction of the Antenna Facilities or the conversion of the Premises to non-exempt status upon proof of such tax assessment provided to the Tenant by the Landlord. In the event that Tenant fails to pay said real property taxes, then Landlord shall have the right to pay said real property taxes and add them to Rent amounts due under this agreement.

10. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of $1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant, to:

Western PCS I Corporation
Attn: PCS Leasing Administrator
2001 NW Sammamish Road, Suite 100
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

with a copy to:

Western PCS I Corporation
Attn: Legal Department
2001 NW Sammamish Road, Suite 100
Issaquah, WA 98027
Phone: (206) 313-5200
Fax: (206) 313-5520

If to Landlord to:

City of Keizer
P.O. Box 21000
Keizer, OR 97307

Phone: (503) 390-3700
Fax: (503 393-9437
Federal Tax #: 93-0836902

with a copy to:

Phone: ( ) ____________
Fax: ( ) ____________

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease this Lease, upon written notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section 18 of this Lease.

16. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Mediation and Arbitration. If any dispute or claim on law or equity arises out of the Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

19. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property), and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s).

The Execution Date of this Lease is the ____ day of______, 199___.

LANDLORD: **The City of Keizer**

By:______________________

Its:______________________

TENANT: Western PCS I Corporation

By:______________________

Its:______________________

STATE OF OREGON)
) ss:
COUNTY OF)

On this ______ day of __________________ 199_____, before me personally appeared ______________________, known to me to be the ______________________ of __________ ________________, the ____________________ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said ____________________ for the uses and purposes therein mentioned, and on oath, stated that _____ was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of Oregon.
My commission expires ___________.

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this _______ day of __________________ 199____, before me personally appeared ______________________, known to me to be the ____________________ of Western PCS I Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that _______ was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of Washington.
My commission expires ___________.

EXHIBIT A

Legal Description

To the Site Lease Agreement dated ________________, between **The City of Keizer** as Landlord, and Western PCS I Corporation, as Tenant.

The Property is legally described as follows:

Lot 21 of Clover Leaf Farms Subdivision in Marion County, Oregon.

EXHIBIT B

Premises Location Within the Property

To the Site Lease Agreement dated __________________, between The City of Keizer Landlord, and Western PCS I Corporation, as Tenant.

The location of the Premises within the Property is more particularly depicted as follows:

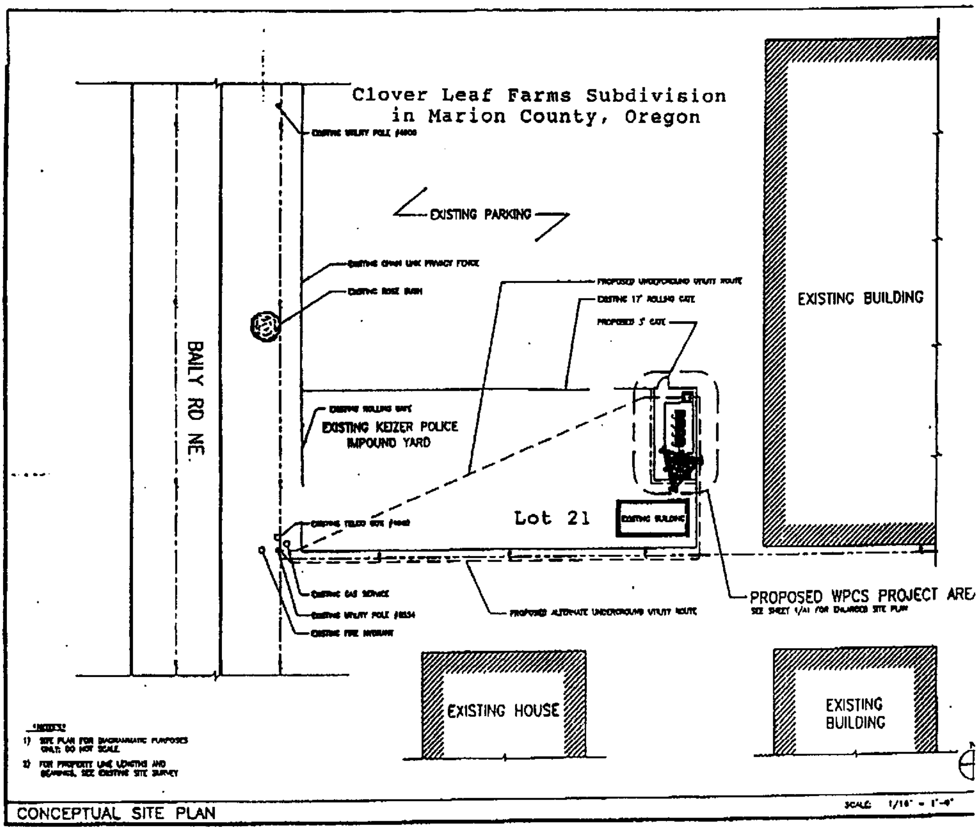

EXHIBIT C

Site Plan

To the Site Lease Agreement dated _______________, between The City of Keizer as Landlord, and Western PCS I Corporation, as Tenant.

Conceptual Site Plan and Equipment

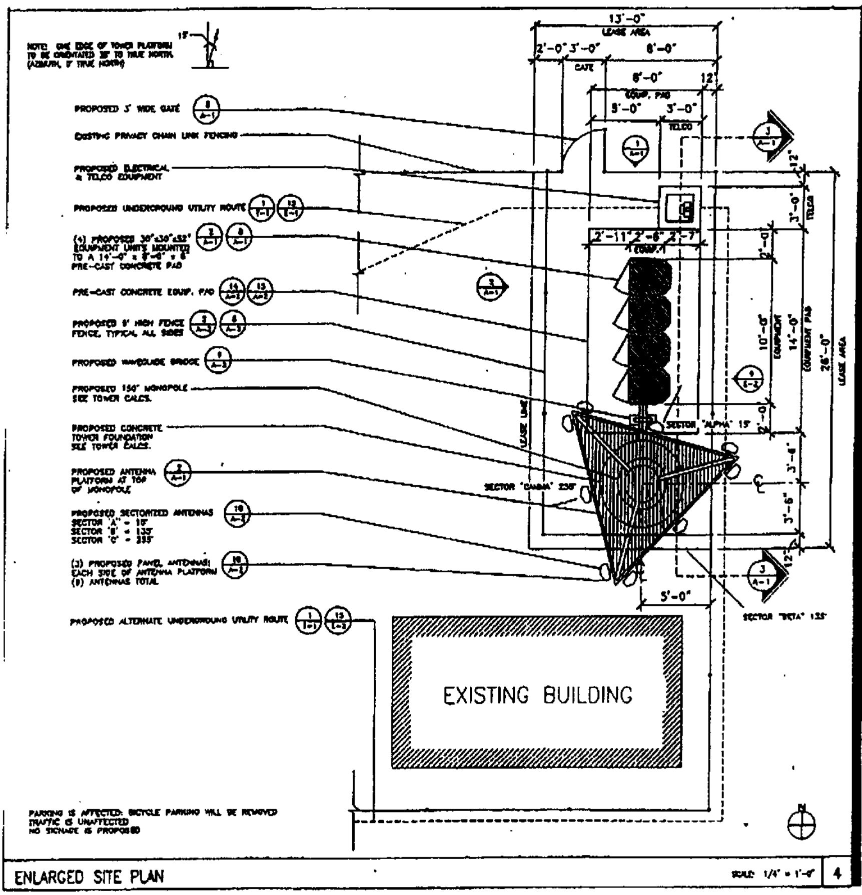

EXHIBIT D

Environmental Laws

To the Site Lease Agreement dated ________________, between The City of Keizer as Landlord, and Western PCS I Corporation, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f through §§ 300f, and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

EXHIBIT E
Memorandum of Lease

To the Site Lease Agreement dated ______________, between The City of Keizer as Landlord, and Western PCS I Corporation, as Tenant.

After recording, please return to: Western PCS I Corporation
Attn: Leasing Administrator
2001 NW Sammamish Road, Suite 100
Issaquah, WA 98027

Site Identification: Keizer, PO -1467-D Market: Portland

Memorandum of Lease Between The City of Keizer ("Landlord") and Western PCS I Corporation ("Tenant")

A Site Lease Agreement between The City of Keizer ("Landlord") and Western PCS I Corporation ("Tenant") was made regarding the following premises:

See attached Exhibit A

The date of execution of the Site Lease Agreement was ________________. Subject Lease is for a term of five (5) years and will commence on ________________ (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for four (4) additional five (5)-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum this _____ day of ________________, 199__.

LANDLORD: The City of Keizer

By:________________
Its:________________

TENANT: Western PCS I Corporation

By:________________
Its:________________

STATE OF OREGON)
) ss:
COUNTY OF)

On this ______ day of ________________ 199______, before me personally appeared ____________________, known to me to be the ________________ of ______________ ___________, the ________________ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said ________ ___________ for the uses and purposes therein mentioned, and on oath, stated that ______ was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of Oregon.
My commission expires ___________.

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this _____ day of __________________ 199______, before me personally appeared ____________________, known to me to be the __________________ of Western PCS I Corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that ________ was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

____
NOTARY PUBLIC in and for the State of Washington.
My commission expires ___________.

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8a

RESOLUTION AUTHORIZING CITY MANAGER TO ENTER AGREEMENT FOR VEHICLE MAINTENANCE

CITY COUNCIL MEETING: October 6, 1997

AGENDA ITEM NUMBER: 8a

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

FROM: **WALLY MULL**
CITY MANAGER

SUBJECT: **VEHICLE MAINTENANCE AGREEMENT**

BACKGROUND:
In the past, public works and the police department have had vehicle maintenance performed by a number of private business, both in Keizer and Salem. During this time we have paid the going rate of private industry in this field. We have an excellent working arrangement with Marion County in many areas and I pursued an Intergovernmental Agreement with them to perform our Vehicle Maintenance.

FISCAL IMPACT:
We are currently paying the private industry rate of $50 to $60 per hour. Our new hourly rate with Marion County will be $36 per hour and will remain at that rate until June 30, 1998 at which time it will go to $40 per hour. This will amount to a very substantial savings to the city.

RECOMMENDATION:
City Council adopt a Resolution authorizing the Mayor to inter into an Intergovernmental Agreement with Marion County to perform Vehicle Maintenance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R97-_____

AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENT WITH MARION COUNTY FOR VEHICLE FLEET MAINTENANCE

WHEREAS, the City of Keizer owns and operates a large fleet of vehicles which require periodic maintenance. In addition, each of these vehicles contains communication equipment which requires periodic maintenance.

WHEREAS, Marion County Public Works Department has vehicle fleet and communication maintenance facilities, equipment and personnel to provide service to the City of Keizer; NOW THEREFORE;

BE IT RESOLVED by the City Council of the City of Keizer to authorize the Mayor and City Recorder to sign the Intergovernmental Agreement with Marion County for Vehicle Fleet Maintenance attached hereto as Exhibit "A" and by this reference made a part hereof.

PASSED this _____ day of ________________________, 1997.

SIGNED this _____ day of ________________________, 1997.

____
Mayor

____
City Recorder

Marion County
OREGON
DEPARTMENT OF
PUBLIC WORKS

DIRECTOR
Robert J. Hansen, P.E., P.L.S.

ADMINISTRATION & ENGINEERING
(503) 588-5036

EMERGENCY MANAGEMENT
(503) 588-5108

COUNTY SURVEYOR'S OFFICE
(503) 588-5155

ROAD MAINTENANCE
(503) 588-5304

BOARD OF COMMISSIONERS
Randall Franke
Gary Heer
Mary Pearmine

ADMINISTRATIVE OFFICER
Ken Roudybush

September 18, 1997

Wally Mull
City of Keizer Public Works

RE: Rate for Fleet Maintenance

Dear Wally:

This letter is in reference to our maintaining the fleet (Police Department and Public Works vehicles) for the City of Keizer. Our hourly rate will be $36.00 charged at the flat rate. This rate will be in effect until June 30, 1998. At that time, our rates will increase to $40.00/hour. Any other rate increases will be given to City of Keizer with a 30 day written notice. The rate we have set now is considerably less than the going rate in private industry. Those rates run from $48.00 to $58.00 per hour.

As the contract states, any time we feel the over- all cost of repair exceeds $500.00 for any single repair, we will notify you by telephone before we do the repair.

If you have any questions please contact me at 588-7969.

Sincerely,

Robert Taber

Robert Taber
Fleet Manager

BT: jp

c: Robert Hansen, Director of Marion County Public Works
Byron Meadows, Superintendent of Operations

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Administration / Engineering / Surveyor's / Emergency Management
220 High Street NE • Salem, Oregon 97301-3670
Road Maintenance • 5155 Silverton Road NE • Salem, Oregon 97305-3899

INTERGOVERNMENTAL AGREEMENT

Vehicle Fleet Maintenance

This agreement is made pursuant to ORS 190.110, by and between Marion County, a political subdivision of the State of Oregon, hereinafter called **County**, and the City of Keizer, Oregon, a Municipal Corporation, hereinafter called **City**.

This agreement establishes the terms upon which the Marion County Department of Public Works shall perform vehicle and communication equipment maintenance for the City of Keizer fleet of vehicles.

In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

WITNESSETH:

Whereas, the Marion County Department of Public Works has vehicle fleet and communication maintenance facilities, equipment and personnel.

Whereas, the City desires vehicle and communication equipment maintenance at a reasonable cost;

Now, therefore, the County and City mutually covenant and agree as follows:

City obligations:

1. Provide a liaison officer to give approvals for repairs in excess of $500.00, unusual repairs and/or other required management decisions.

2. Encourage employees to schedule repairs and preventative vehicle maintenance services with the County Public Works Department at 588-5304.

3. Pay bills received form County for actual costs of all time and/or parts that are used to maintain, repair or modify City vehicles and communication equipment. Parts will be for actual costs. Labor costs will be burdened at the Public Works Department's current rate.

County will:

1. Provide complete vehicle maintenance services for the City, beginning with the execution of this agreement.

2. Provide detailed monthly billings of all work completed.

3. Provide repair and preventative maintenance services at the County Public Works Shop, 5155 Silverton Road NE, and use private maintenance facilities where it is efficient and cost affective.

4. Provide a semi-annual summary of all services provided to the City.

General Obligations:

1. This agreement and the billings will be reviewed quarterly but will remain in effect until June 30, 1998.

2. This agreement may be modified or amended in writing only by mutual agreement of both parties.

3. Any party to this agreement may cancel upon thirty (30) days written notice to the other party.

4. Each party shall be solely liable for third party claims arising from the actions of that party's officers, employees and agents.

5. Each party shall be solely liable for its employees' Workers' Compensation claims, regardless of which party is exercising supervision and control over the work when claim arises.

6. "Indemnify" as used herein means to indemnify, defend and hold harmless. Each party shall indemnify the other from all claims for which the indemnitor is solely liable under the agreement to the extent allowed by law. Each party shall indemnify the other for other claims arising from the performance of claim were directly made against the indemnitor to the extent allowed by law. This mutual right of indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist under Oregon law. The right of indemnity extends to officers, employees and agents of the indemnitee party. This right of indemnity is subject to the debt limitations of the Oregon Constitution.

   Nothing in this agreement shall be deemed to limit the right of either party to make a claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers agents and employees.

7. This agreement represents the entire integrated understanding of the parties. This agreement may be amended only in writing, executed with the same formalities as the agreement itself.

8. This agreement shall expire June 30, 1998 unless agreed to by both parties to extend.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

MARION COUNTY

Approval Recommended:

____
Director of Public Works Date

Approved As To Form

____
Contracts Coordinator Date

____
Legal Counsel Date

Board of Commissioners

____
Chairperson Date

____
Commissioner Date

____
Commissioner Date

CITY OF KEIZER

Approved As To Form

____
City Attorney Date

____
Mayor Date

____
City Recorder Date

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City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8b

RESOLUTION DESIGNATING CHECKING ACCOUNT SIGNATURES

CITY COUNCIL MEETING: **October 6, 1997**

AGENDA ITEM NUMBER: 8b

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: SUSAN GAHLSDORF
FINANCE DIRECTOR Susan Gahlsdorf

SUBJECT: DESIGNATING CHECKING ACCOUNT SIGNERS

BACKGROUND:

In April, 1997 a Resolution was adopted designating checking account signers for the City of Keizer. Since this time, some of the authorized signators titles have been changed. In addition, Wally Mull was appointed City Manager on September 15, 1997. The attached Resolution reflects these changes and addition.

RECOMMENDATION:

It is recommended the City Council adopt the attached Resolution designating checking account signers for the City of Keizer.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

RESOLUTION NO. R97-______

DESIGNATING CHECKING ACCOUNT SIGNERS

BE IT RESOLVED by the City Council of the City of Keizer that Resolution R97-967 is hereby repealed in its entirety and that:

1. The following individuals are authorized to sign checks on the City's Checking account:

   a. Tracy L. Davis, City Recorder

   b. Jan Holler, Utility Billing Technician

   c. Dianne Hunt, Human Resources Officer

   d. Dennis Koho, Mayor

   e. Wally G. Mull, City Manager

2. One signature is required for amounts under $500.00; two signatures are required for amounts $500.00 and over.

DATED this ______ day of ______________________, 1997.

DATED this ______ day of ______________________, 1997.

____
Mayor

____
City Recorder

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8c

APPROVAL OF MAY 29, 1997 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Thursday, May 29, 1997
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Koho called the special session to order at 6:04 p.m. Roll Call was taken as follows:

Present:
Dennis Koho, Mayor
Carl Beach, Councilor
Jim Keller, Councilor
Jerry McGee Councilor
Garry Whalen, Councilor
Dawn Meier, Councilor

Absent:
Al Miller, Councilor (called to say he was held up in traffic)

Staff:
Wally Mull, Co-City Manager Pro Tem
Tracy L. Davis, City Recorder
Bill Peterson, City Engineer

PUBLIC HEARING

Mayor Koho opened the public hearing.

Labish Ditch Improvements

Mayor Koho explained the public hearing process. After presentation of the report from staff, opportunity would be allowed for public testimony. He indicated his desire that the discussion be free and open, but, cautioned Council to be mindful of current lawsuits against the City when responding to comments or questions.

Public Works Director/Co-City Manager Mull reported on occurrences since the January flood. He noted that clean-out work done prior to the flood on a portion of the ditch (from the park in the Country Glen subdivision to the footbridge at the end of Swingwood Court), although effective during rains prior to January, made little difference during the flood. Mr. Mull pointed out on a wall map the drainage area that affects Keizer. He named the different agencies within the area that staff has been meeting with over the last four or five months to discuss mitigation measures.

Mr. Mull commented on measures either underway or in preparation. He noted that a State-placed river-level gauge on the Pudding River at Aurora, proposed for removal, will remain and be updated; the soil and conservation people have donated manual recording devices that will be placed throughout the Labish Ditch drainage basin to monitor water levels; staff worked with Oregon Emergency Management to get a grant to build a bridge over River Road, and is looking at grant possibilities for other work that may benefit the whole area; COG is doing an extensive wetlands development study, and is currently discussing building detention basins in the Labish Ditch drainage basin. Mr. Mull emphasized the necessity to work with the other affected agencies to mitigate the flooding problems.

Mr. Mull gave an update on a related issue, the dike on the Willamette River. He noted that the Corps of Engineers is currently doing maintenance work on the north end. Funding for a RECON study to re-evaluate the dike will be available in October, and it should be known at that time whether the study will be picked up and completed.

A side issue commented on by Mr. Mull, was the on-going pumping at the Staats Lake development. He noted that an underground pump put in by the developer is programmed to shut off when the water reaches a certain elevation where it will affect the downstream houses. Mr. Mull also noted that Marion County has done some clean-up of the Claggett Creek ditch beyond the northerly City limits, almost to Clear Lake. These measures taken over the last year will increase the capability of the ditch to handle the water flow.

Mr. Mull deferred to City Engineer Bill Peterson to address issues relative to the Labish Ditch drainage basin.

City Engineer Peterson recalled that about three months ago a TV presentation was put together to explain what was known about the basin at that time. The wall map exhibit, referred to by Mr. Mull, was put together for that presentation. Mr. Peterson noted that the purpose was to get a better understanding of the amount of water coming into Keizer from the Little Labish basin in a worst-case scenario such as the February 96 and January 97 floods. Both were classified as rare 50 to 100-year rainfall events.

Mr. Peterson noted that over the last three to four months, measurings of water surface elevations have been taken daily at the Parkersville Dam. The purpose was to determine what happens when certain runoff conditions exist. Mr. Peterson pointed out on the map the flow of the Big Pudding River from above Silver Creek Falls through Silverton and continuing west to the Willamette; and the Little Pudding beginning at the OCI (Oregon Correctional Institution) on the Santiam Highway, through the east Salem area and emptying into the Big Pudding River, and then to the Willamette. He explained that at times when the culverts under the Parkersville Dam are unable to handle all the water, surface elevations back up on the upstream side of the dam and built-up water starts heading back towards Hwy. 99E, and ultimately into Keizer. Mr. Peterson noted that measurements were not taken prior to the two flood events. With the January 97 repeat flooding, it was realized that something might be happening at the dam, and the decision was made to take daily measurings. The measurings will continue during the next rainy season.

Mr. Peterson referred to a wall map to show the route of Labish Ditch. He noted that the ditch was dug in the early 1900s to help drain the lake. More-recent development in the east Salem area, without storm water drain, has considerably changed the amount of runoff. Additionally, the dam was built in 1958 based on what existed at that time. Mr. Peterson pointed out the Labish Ditch route as it runs through Keizer. He noted that tonight's discussion would be about constructing a better drainage system, or some form of safety mechanism to make sure the water gets through the area. On the map, he pointed out the area proposed for a new improved ditch and construction of a bridge that would allow drainage to flow through. Staff believed the City should participate or at least concur with the proposed improvement, unless overwhelming testimony was presented on why it shouldn't be built.

Mark Grenz, Multi-tech Engineering, explained that his staff undertook the task of determining if there was a way the ditch could be constructed to deal with the kinds of flows that occurred in the February 96 and January 97 floods. He explained the factors that were used to come up with projections for the amount of water that could come through the culvert at Hwy. 99E, and the size channel it would take to handle that flow together with the water picked up on the Keizer side. The proposed bridge at River Road, and water surface projections for the Hidden Creek and Country Glen subdivisions were also taken into account in determining the dimensions for the channel. Mr. Grenz pointed out on the map the route of the proposed channel through the Labish Ditch area from the new bridge to the eastern City limits. A ditch section 22-feet in width at the bottom with 2/1 side slopes on the west side was proposed. Mr. Grenz also pointed out where an embankment was proposed at the end of Country Glen Park which would have a mechanism to force back into the new ditch any water escaping at that point.

Mr. Grenz noted that the numbers developed by his firm have been reviewed by a drainage expert consultant who concurred with the analysis based on the assumptions, and saw the project as being feasible. Mr. Grenz noted that the established project timing puts the ditch work ahead of the bridge work. He indicated that he would like to see the ditch work done by the end of September, so that the cleanup and restoration work along the slopes of the banks can be done and the embankment put in place before moving into the wetter time of the year.

Mr. Grenz emphasized that the project, in and of itself, would not afford the protection that is the goal of the community. Based on their analysis, the culvert replacement and bridge construction together would handle the kinds of water recently seen and keep it confined to the ditch. Mr. Grenz added that it was assumed in the analysis that the downstream system through the McNary area would remain as it currently is, with the water not exceeding the capacity of the ditch. A benefit of the proposed improvement to the downstream side would be move efficient movement of the water without impacting water surface elevations in the Claggett Creek area over what has been perceived.

Mayor Koho could not understand how moving water through faster on the east side of River Road could possibly not put more water on the west side. He wondered if there would not be risks in putting more water on the west side without also doing something to Claggett Creek.

Mr. Grenz explained how the faster flow upstream would result in a faster flow downstream. He agreed that there would be an increase in velocities downstream, but no increase in the overall surface level. He emphasized the importance of the new bridge to avoid restricting the flow.

Mayor Koho questioned a comment from Mr. Grenz that the proposed ditch improvements would not be as significant near Swingwood as elsewhere. Mr. Grenz explained that the necessary width already exists in the Swingwood area. The existing channel area would be cleaned up and made more efficient. He acknowledged, however, that a more-detailed design analysis will be done if the Council agrees with pursuing the project.

Councilor Beach noted that the channel improvement was proposed for completion by September. He questioned the timeline for the bridge construction. Mr. Mull answered that the grant for the bridge had not yet received final approval. An environmental impact analysis must be done. Construction will be scheduled for the following year.

Councilor Beach asked whether anything needed to be done with regard to the Parkersville Dam. Based on observations in the analysis, it was Mr. Grenz' opinion that if the Parkersville Dam did not exist, the impacts on Keizer would be greatly minimized. Assuming that the dam was outside the City's controls, the proposed project was designed to manage the water once it comes to Keizer. Councilor Beach indicated that in any mitigation plan he would like to see Parkersville Dam looked at as a factor to be addressed.

During the last flood Councilor Keller had visited the McNary area and observed the high water level at the McNary golf course. He too was not convinced that the proposed improvements on the east side would not have a major impact on water levels on the west side. Mr. Peterson reiterated earlier comments, consistent with FEMA and Corps of Engineers projections, that the proposal would have no effect on the 100 year flood elevation at McNary Estates. He emphasized that the Willamette River determines what happens to Claggett Creek. He stressed the importance of constructing the new bridge to efficiently handle the water flow and prevent River Road from acting as a dam.

Councilor Keller asked if Parkersville Dam, working at capacity as it was designed, would mitigate some of the problem. Mr. Peterson perceived that it worked as designed during the 1964 flood since photographs taken of Keizer at that time indicate no flooding. He was unsure whether the difference between the 64 flood and the recent ones was due to the operation of the dam. However, photographs taken during the February 96 flood show the water surface elevation higher on this side of the dam than on the other side. And, the water stays artificially higher for a longer period of time. Had the dam had more ability for the water from the Little Pudding to get through, it would have gone up and down just as the Big Pudding did. Mr. Peterson concluded that the dam is not functioning properly as far as getting the water out. He suspected that if the pumps were functioning properly, the water would sufficiently flow. He pointed out that there is differing opinion as to whether the dam was designed for that purpose. Mr. Peterson agreed with Mr. Grenz that if the pumps were running properly, water coming over Portland Road would have been for a short period, and very little flooding would have occurred in Keizer.

Councilor Meier recalled Mr. Grenz indicating that the new bridge was a necessary element in the efficiency of the culvert project. She questioned the advisability of widening the ditch this year since the bridge could not be built until next year. Mr. Grenz pointed out that with the ditch improvement, the same amount of water would be flowing through, but without the obstructions. He believed that the culvert would function as well, or perhaps slightly better. He pointed out that waiting till bridge construction would put the ditch improvements off until the rainy season when that type of work cannot be done.

Mr. Mull concurred that the ditch work is dictated by the weather. He noted the possibility of starting the bridge project in January or February if the environmental impact study is completed and the grant money is received. Although the bridge work can be done in wet weather, the ditch work cannot, leaving the possibility that it could be delayed until next August if not done now.

In response to a question from Councilor Whalen regarding existing culvert capacity, Mr. Grenz noted that although the culvert is similar in size to the one under I-5, because of its configuration it does not have the same capacity and would need more pressure to help push the water through. He acknowledged that by increasing the ditch capacity and keeping water off Jakewood Court, the proposed improvement would allow the water to flow through the culvert prior to the new bridge being put in.

Councilor McGee asked if the water level in the Willamette River affects the water level in Clear Lake as it affects the Claggett Creek water level. Mr. Peterson noted that there are visible increases in the size of Clear Lake relative to the size of a storm. He noted that in a 50-year storm, the entire area is flooded making it impossible to distinguish Clear Lake boundaries. For a better idea of the relationship, Mr. Peterson noted that water surface profiles are available for the 100-year, 50-year and 10-year event on all floodplain maps for Keizer and Marion County. Because of the evident flatness of Clear Lake, Councilor McGee believed that it would be totally unfeasible to use Clear Lake as an expanded catch basin. Mr. Peterson agreed.

Unrelated to flood control, but relative to the proposed channel, Councilor McGee pointed out that rather than an aesthetic scar, the channel could be, during the dry season, a grassy park area. He questioned the possibility. Mr. Grenz commented on the intent to do plantings; trees, grasses, and other vegetation, to stabilize the land and help recreate some of what will be taken away.

Councilor McGee asked if any thought was given to putting a channel within the channel so that during the dry season there would be a running brook effect. Mr. Grenz explained the probable channel design which would allow a low-flow element. He suspected that through the Division of State Lands (DSL) permit process, some of the environmental things mentioned by Councilor McGee would be required. Mr. Grenz acknowledged for Mayor Koho that the issue of differing opinions with DSL as to their jurisdiction is being pursued.

Presenting testimony to the Council were the following:

Norma Guile, 6714 14th Avenue NE, Keizer, stated that her family moved into their newly built home, fronting Labish Ditch, in August 1984. When they had first considered purchasing the land, prior to Keizer's incorporation, they were told by neighboring residents that the area behind the property was a wetlands habitat and protected from construction and development. They, however, never pursued documentation of the understood status. Prior to development of the property on the west side of the ditch, they had observed during the fall and winter months large collections of water on the property approximately 40 to 50 feet beyond the ditch.

Ms. Guile commented on efforts of the 14th Street neighborhood to preclude the Reimann Hidden Creek development based on a neighborhood-solicited expert's report indicating that the area was a possible wetland habitat. The City Council, however, approved the development after Mr. Reimann presented an expert's report that came to the opposite conclusion. Ms. Guile noted that the residents then negotiated a compromise with Mr. Reimann for a 30-foot buffer between the ditch and the back property line of his development site. She went on to talk about the bulldozing and construction that took place, the interaction between the 14th Street property owners and the developers, and the changes to the ditch area. Ms. Guile noted that in response to neighborhood concerns, City Engineer Peterson met with them and showed them elevation maps, assuring them that their properties were on much higher ground than properties on the west side of the ditch. He also provided assurances that they would not be impacted by runoff. Mr. Grenz, who also was present, concurred.

Ms. Guile described the flooding that took place in the new development as she observed it from her back deck during the February 1996 flood, and then again in the January 1997 flood. She also talked about concerns for properties on 14th Street as the water became higher.

Finally, Ms. Guile expressed adamant opposition to the proposed widening of the channel and change to the lay of the land. She expressed concern and sympathy for property owners in the new development, but stressed lack of support for any plan that might put properties on 14th street in jeopardy. She also noted the lack of any guarantee that it would fix the problem, and pointed out that in addition to flooding concerns, there was also a concern about the problems with standing water in the summer months. **Ms. Guile submitted her testimony in writing for the record.**

Duane Olson, 6984 Lakeside Drive NE, Salem, a west Labish Ditch farmland property owner, felt that a statement by Mr. Grenz laying on the west farmland owners some of the blame for Keizer's flooding, was unfair. He noted that they maintain the west ditch, periodically, to help drain the farmland. He wondered how the new wider section would be maintained should it be built.

Dan Kaplan, 6607 14th Avenue NE, Keizer, questioned who would be paying for the widening project. Mayor Koho emphasized that the project was not yet approved, and thus a funding source was not yet determined. Mr. Mull added that there has been some discussion with the developers regarding possible City participation in costs to do the ditch work as well as maintenance costs.

Mr. Kaplan asked who would draw up the plans for the proposed bridge. Mr. Mull answered that the City would develop the plans, which would then have to be approved by the State. As a State Highway employee with some knowledge of the timeline for the State's bidding process, Mr. Kaplan saw it as unreasonable to believe that the project could be done in one year. Mr. Mull noted that the City has received assurances from FEMA that they are willing to help get the process started and the project completed as soon as possible

With regard to the ditch work, Mr. Kaplan was concerned that the proposed three-foot berm would cause water to back up even farther and impact his property and others on the west side of the ditch. He also questioned whether the beaver dams were taken into consideration when doing the flow calculations for the I-5 box culvert. Mr. Grenz answered that the calculations were based on the size of the culvert. Mr. Mull added that the City has been doing maintenance on the two box culverts for the last two years and has had the beavers trapped. Mr. Mull also confirmed for Mr. Kaplan that the City is aware of a major sewer trunk-line ten feet east of the existing bank. Mr. Kaplan pointed out the possible impacts if a failure were to occur. He also stressed the need to take measures to ensure erosion control caused by the increased velocity. Finally, Mr. Kaplan commented on the loss of the Rainbow-Cutthroat Trout, once native to the Labish channel.

Beth Daniell, Amy Ct. NE, Keizer, relayed a concern of

Gubser Neighborhood Association members whose residences border the Labish ditch east of the proposed berm. They were concerned about the effect of the berm on their homes. She pointed out on the map the potential for the water to flow south into the Gubser neighborhood area if the berm were to be constructed north to south as proposed. She suggested a more funnel-shaped design that she believed would better protect properties on both sides of the channel. She also suggested the need for some access from Parkside to the wetlands to allow opportunity for maintenance. Ms. Daniell confirmed for Councilor McGee that the type of berm she had in mind would protect all the homes while directing the flow of water.

Tom Gabriel, 6413 Whisper Creek Loop NE, Keizer, stated that he moved into the Hidden Creek subdivision in October 1996. On December 31, when water started coming across Portland Road, he was told, at Keizer City Hall, not to worry, that his property would not flood. In January, his property was first surrounded by flood water, and then water flooded into his home. Mr. Gabriel believed that since the City allowed the houses to be built in the area, it had the responsibility to take some action to correct the problem. He proposed that if the City chose not to take action, it buy his house. He suspected that there would be a like response from others similarly affected. With regard to Councilor McGee's suggestion that the creek bed be made into a park, Mr. Gabriel pointed out that the property owners own the land up to the center of the creek. The City would also have to purchase that land. Mr. Gabriel stressed that the City should not waste time waiting for the bridge approval, but should move ahead to address the problem now.

Wil Wilson, 17900 Mallard Lane, Dayton, Oregon, stated his involvement as an entity at Monterey Development Company, involved in the development of McNary since the outset. He was concerned about impacts of increased water flow on his new office building at the entrance to McNary, next to the ditch. He noted that during the '96 and '97 floods he daily monitored the bank. He was concerned about the bank erosion that might take place with the greater velocity that will occur with construction of the bridge. He noted that mud slide or erosion insurance is prohibitive. He agreed with Mr. Peterson's comments that the Claggett channel is controlled by Willamette elevations, and described how the bridge might create a monster problem for properties on the west in severe runoff conditions.

Wayne Dixon, 1290 Hidden Creek Drive, Keizer, stated that when he moved to Keizer two years ago, he anticipated that he would no longer be personally responsible for maintaining things affecting his living conditions, as he had while living in an unincorporated area. He specifically mentioned his expectation that storm drainage maintenance would be taken care of. Mr. Dixon expressed his disappointment upon hearing that the practice of farmers periodically dredging the Labish ditch to keep the water flowing had been discontinued. He suspected that much of the flooding would have been alleviated if the ditch had been cleaned.

Craig Snitker, 1250 Horizon Ridge Ct., Keizer, was present, but did not present testimony.

Rick Frey, 1252 Horizon Ridge Ct., Keizer, implored that the City do nothing that would adversely affect the people on 14th Street. Looking at the elevation of the proposed berm, he stressed that at no point should it exceed the lowest point on 14th Street. He indicated that only upon confirmation by a third outside party/hydrologist that the proposed solution would be effective, would he lend his support. He commented on what he perceived to be past deceptions with regard to the likelihood of his property being flooded. Mr. Frey indicated that with the necessary assurances, he liked the revegetation idea.

Al Allen, 1380 Lazy Creek, Keizer, indicated support for anything the City might do to help the situation. During the '96 and '97 floods, he had been able to avert flooding of his property with sandbags, however, two of his neighbors were flooded out. He believed that the proposed berm would be an asset and would alleviate part of the problem. He also supported the culvert work and bridge. He suspected that the most effective measure would be to dredge the Willamette, as was done in the past.

Jerry Martin, 1186 Horizon Ridge Ct. NE, Keizer, commented on the impacts of development inside the Urban Growth Boundary over the last several years. He emphasized that in doing nothing to address the flooding problems, the situation would only get worse. He liked the concept raised by Ms. Daniel for a berm that would keep water from coming over the improved streets, and provide the water some place to run rather than just creating a storage. He noted that he had previously suggested something similar to Mr. Mull, and would definitely like to see a compromise to having any type of storage upstream. Mr. Martin noted that during the storms, there was back-flowing water through the storm drains before the ditch breached. He suggested that whatever evolves out of the proposal, he would like to see tie gates put on the storm drainage system serving Hidden Creek and Country Glen.

Rich Brown, 6255 River Road N, Keizer, indicated that he was present on behalf of the McNary Golf Club and the people living directly around the golf course. He sympathized with the people on the east side of River Road, but wondered if the properties on the west side would have been affected differently during the floods if the proposed improvements had been in place. Mr. Peterson believed that with the proposed improvements in place in February '96, there might have been a small difference in the impact on the golf course, but he doubted that it would have been much. He noted that the golf course was already flooded and backed up before the waters came heavily from Labish ditch. The elevations taken at that time indicated that there would have been little or no difference with the project in or not in. He conceded that in a smaller five to ten-year storm there might be more flow coming down into the golf course.

Ernie Fish, 6467 Hogan Drive NE, Keizer, was present, but did not give testimony.

Gary Burton, 6429 Crampton Drive N, Keizer, representing the McNary Home Owners Association, reiterated concerns about the potential for flooding on the west side of River Road. His primary concern was that Council in dealing with one problem might be creating another problem. He was not convinced that flooding would not spread over a larger area with the greater flow coming in from the east. He indicated that the homeowners would adamantly oppose anything that would create a greater problem for the west side.

Mark Wheeler, 559 McNary Estates Drive N, Keizer, also a member of the board of directors for the McNary Homeowners Association, echoed Mr. Burton's comments.

He felt that all of the projections were based on a lot of assumptions, and wondered if the conclusions might not be different if Multi-tech were to do a study for McNary. He noted how close some of the homes came to flooding in the last event, and stressed that the problem should not be transferred from one side of River Road to the other.

Jerry Watson, 1237 Manzanita Way, Keizer, cautioned against focusing on one possible solution to the problem while ignoring others. He also was concerned that much of the information being presented was coming from people with technical expertise as well as a vested interest in a solution. He indicated that he shared the concern about solving one problem and creating another. On a personal note, Mr. Watson commented on the impact of the '96 and '97 floods on his property which abuts the ditch. He commented on erosion he had observed over the last several years, and indicated reluctance to see the ditch expanded, particularly to the south.

In looking to the future, Mr. Watson suggested that the Council consider the following possible alternatives: pursuing the removal of Parkersville Dam (even to the extent of a lawsuit); not berming the area, but removing the existing homes (not necessarily at the City's expense); not looking at controlling flooding, but creating a large park in the area; near I-5, looking at the idea of an environmental area and a large retention facility. Mr. Watson believed that Keizer should be working with Salem, Marion County, COG, and any other affected entities on the issue of increasing the number of retention facilities.

Councilor Keller ask Mr. Watson for his reaction to the suggestion to dredge the Willamette. Although Mr. Watson perceived there might be some overall benefit, he was not sure that dredging the Willamette would do anything to solve the problems with Labish ditch. He felt that a better idea might be to create another ditch further to the north.

Don Cromley, also a member of the McNary Golf Club Board of Directors and owner of property abutting the golf course, reiterated comments made earlier that transferring the problem to McNary Estates and the surrounding area did not represent a solution. He emphasized that any proposed solution should address the whole problem.

Frank Day, a neighbor of Mr. Watson on Manzanita, suggested that rather than looking at presumptions, the Council consider facts in coming to any conclusions. He disagreed with testimony indicating that Labish ditch did not flood in 1969. He recalled his previous testimony to the City Council to the contrary. He noted that a while back a newspaper was brought to a Gubser Neighborhood Association meeting showing Labish ditch flooded in 1969. The flooding was a result of something upstream on Labish Creek. Mr. Day also commented on Claggett Creek flooding in 1964 due to Willamette River backup. He noted that Labish ditch did not flood during that event. Additionally, he recalled comments made by a Mr. Welty who lives at the end of Trail Avenue that his house flooded in 1969, and did not flood in '96 or '97.

Referring to a map of the proposed improvement, Mr. Day disagreed that the proposed design would adequately get the water through the area. He believed that the water would be blocked between his property, Mr. Watson's property, and the property at 1237 Manzanita. He suspected that some of the problem may have been solved with the removal of the footbridge to Gubser.

Brian Flanigan, 1197 Horizon Ridge Ct. NE, Keizer, indicated that he had come in support of the project, however, testimony on possible impacts to others now left him uncertain. An issue that he had not heard comment on was the flow of water off Horizon Ridge. He noted that during construction of the other Country Glen houses, the water coming off Horizon Ridge "looked like Multnomah Falls." With regard to a suggestion to construct another ditch north of Lake Labish, Mr. Flanigan indicated that he would be glad to sell his property since a ditch is already forming there.

Jim Kinkaid, 7185 Lakeside Drive NE, Keizer, owner of two impacted properties, and chairman of the West Labish Drainage and Water Control Improvement District, had no objection to the proposed concept. As a farmer, he did, however, caution against any legal action with regard to Parkersville Dam, as Mr. Watson laid out as a possibility earlier.

Mr. Kinkaid asked if there were plans to take anything out of the bottom of the ditch as it now exists. Mr. Grenz answered that regrading was proposed. Mr. Kinkaid felt that the proposed regrading would help upstream with some work the District plans to do. Mr. Kinkaid also asked the status of a proposal made last fall for a 30-foot right-of-way along the ditch for maintenance purposes. Mr. Mull indicated that it had been talked about. Mr. Kinkaid supported the idea of access to both sides of the ditch for maintenance purposes.

Wayne Trucke, 6330 14th Avenue NE, Keizer, indicated that he was not affected by the flooding, but did have general concerns about looking at solutions. He agreed with Mr. Watson that alternatives should be looked into. He also questioned the City's use of an engineering firm associated with the developers. Mayor Koho emphasized that the City was not using the engineering firm; the developers were coming forward with a proposal. Mr. Trucke encouraged Council to carefully consider all possible solutions, and not make mistakes similar to those that allowed development in the first place.

There was no further testimony to come before the Council. Mayor Koho closed the public hearing.

Mayor Koho summarized points he believed to be important in proceeding to any final decision. He considered an independent engineering review of utmost importance. Great care would need to be taken that any improvement to a bad situation would not make things worse for others. He considered the issue of relocating homes as still being an option to look at, although, at present, he had no idea of the possible funding source. He noted that not discussed tonight was a proposal from a property owner west of Radiant Drive that the City purchase his 72-acre site for possible cleanup and use as some type of retention basin. Mayor Koho felt that all the options needed to be looked at, and stressed the need to move very deliberately, but quickly.

Councilor Keller emphasized that he would like it presented to him in very clear, basic terms that what is being proposed will be a positive solution with a good impact on the entire community. He still had concerns about the potential impact of storm water from the baseball stadium. He also was not convinced that McNary Estates would be protected, or that the proposed berming would adequately channel the water.

Councilor Meier concurred with Councilor Keller's comments. She questioned the next step in the process.

Mr. Mull informed the Council that the information, comments, suggestions, and concerns presented tonight would be looked at by staff in coming up with options. After analyzing the options, staff will report back to Council.

Councilor Meier wondered at what point hiring an independent engineer would be considered. Mayor Koho perceived that it might be best to first come up with a plan and then have an independent engineer review the plan and recommend any necessary changes. Mr. Mull agreed that staff would report back with options for a plan including review of Mr. Grenz' proposal by an independent engineering firm.

To clear up any misconceptions, Mr. Grenz explained that he had not been retained by anyone to come up with a solution. The information was being provided in this forum as input for the Council to consider in coming to any decision. He emphasized that the intention was to put forth an idea, from an engineering standpoint, for the Council to pursue as a possible solution. Mr. Grenz stressed that just as everyone else, his clients, Mr. Reimann and Mr. Epping, were listening and looking for some way to get to a solution for the benefit of everyone.

Mr. Whalen appreciated Mr. Grenz' statement. He considered it important to acknowledge the cooperation received from developers and engineers, on their own time, to help in reaching the best solution for the entire community.

Councilor McGee noted that he had come to the meeting interested in moving ahead to do something, but after hearing all the testimony, he saw a need to step back and methodically look at the whole picture. In hearing the concerns of the McNary residents, he noted that there had been no discussion of the threat posed by the dike on Rafael Street. Another issue was the flow of the Willamette River around the Willow Lake Treatment Plant. Councilor McGee acknowledged the importance of taking into account the impacts of previous flood events and the different causes of flooding on each side of River Road. He reiterated that all the issues needed to be considered before moving ahead on any one problem.

Councilor Beach appreciated hearing the different perspectives. He agreed on the need to look at all the options, analyze them from an engineering standpoint, and either approve or discard them based on valid reasons. He welcomed the input from Multi-tech Engineering as one alternative to be evaluated. He concurred that there should be no rush to judgment that would result in just transferring the problem, but also stressed the need to do everything possible to mitigate any potential damage in the future.

Mayor Koho thanked everyone for their testimony, and indicated that the issue would discussed at a work session in the immediate future.

OTHER BUSINESS

There was no other business to come before the Council.

ADJOURNMENT

The meeting was adjourned at 8:30 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Dennis Koho

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Carl Beach

Councilor #2 - Dawn Meier

Councilor #5 - Al Miller

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8d

APPROVAL OF JUNE 23, 1997 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, June 23, 1997
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Koho called the special session to order at 4:18 p.m. Roll Call was taken as follows:

<u>Present:</u>
Dennis Koho, Mayor
Carl Beach, Councilor
Jim Keller, Councilor
Jerry McGee Councilor
Garry Whalen, Councilor
Dawn Meier, Councilor

<u>Absent:</u>
Al Miller, Councilor

<u>Staff:</u>
Wally Mull, Co-City Manager Pro Tem
John Morgan, Co-City Manager Pro Tem
Diane Suek, Administrative Assistant-Personnel Officer
Pat Bowe, Lieutenant, Keizer Police Department
Tracy L. Davis, City Recorder
Shannon Johnson, City Attorney (arrived after call to order)

ADMINISTRATIVE ACTION

RESOLUTION - Election to Receive State Shared Revenues

Co-City Manager Morgan reviewed the State's requirements for cities, annually, to pass resolutions electing to receive state-shared revenues, and certify they provide four or more services.

<u>Councilor Keller moved a Resolution Declaring the City's Election to Receive State Revenues. Mayor Koho seconded the Motion.</u>

<u>The motion passed as follows:</u>

<u>AYES:</u> Beach, Keller, Koho, McGee, Meier and Whalen (6)
<u>NAYS:</u> None (0)
<u>ABSTENTIONS:</u> None (0)
<u>ABSENT:</u> Miller (1)

RESOLUTION - Certifying the City Provides Four or More Services

Councilor Keller moved a Resolution Certifying that the City of Keizer Provides Four or More Municipal Services. Mayor Koho seconded the Motion.

The motion passed as follows:

AYES: Beach, Keller, Koho, McGee, Meier and Whalen (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

MOTION - Approving Payment of Bill for Investigative Services

Co-City Manager Morgan presented the staff report recommending that Council authorize payment totaling $17,967.29 to Robert Parks for professional services in connection with his investigation of Police Department management procedures and practices.

Mr. Morgan noted that the Council-approved contract set a price for the services not-to-exceed $15,000. However, during the course of investigation, Mr. Parks informed the Co-Managers that interviews were taking substantially longer than anticipated. During that period, Mr. Mull and Mr. Morgan kept the Council Management Committee informed of the progress of investigations, and the anticipated higher costs. Desiring that the investigation be thorough, the Committee advised the Co-Managers to proceed.

Mr. Morgan noted that two invoices submitted by Mr. Parks totaling the $17,967.29 have been paid. However, Mr. Parks has agreed to rebate the amount above $15,000 to the City if the Council does not approve payment of the additional costs.

Councilor Keller could not recall that the Council Management Committee discussed the additional costs with an intent to give an okay. He wondered if approval to finish the investigation had not instead come from the full Council. To Co-City Manager Mull's recollection, although the extended time-frame was discussed by the Committee many times, the issue was not carried back to the full Council. Councilor Keller conceded that the added costs did not come as a surprise to him since the Committee had talked about increased costs in order to complete the investigation. Mr. Morgan acknowledged that a better process would have had the full Council approve the amount outside of the contract prior to its payment.

Since the original agreement set a price not-to-exceed $15,000, Councilor Beach was disturbed that procedures were not taken to bring back to the Council the issue of extending the contract. He, however, indicated his appreciation for a recent memo from Co-Manager Morgan advising that procedures were being put in place to set up controls for contract purchases. He emphasized the importance of having checks and balances in place to avoid similar situations.

Councilor Whalen indicated his appreciation that the lack of internal controls was being addressed by the Co-Managers. He acknowledged that the more extensive investigation was discussed by the Council Management Committee, and that he took it to mean that the services would be more costly. It was his assumption that there had been informal communication with other members of the Council.

Councilor Meier indicated that she had been informed of the extended investigation. She was not surprised at the additional costs. She agreed that if proper purchasing procedures had been in place, the issue would have come to Council. She, however, was pleased to know that safeguards were being put in place.

Councilor Whalen referred to the invoice figures for investigative and clerical services. Based on the hours spent, he did not consider the over-run to be a significant increase. He indicated his support for paying the full amount billed, and working to facilitate proper purchase order procedures.

Councilor McGee considered the issue of overpayment an internal administrative issue. He noted, however, that the contract was presented to Council not as an open-ended contract, but for an amount not-to-exceed $15,000. He considered it a very clear contract, that needed to be followed. Councilor McGee appreciated that Mr. Parks recognized that he was paid the overage due to an administrative oversight, and was willing to refund the amount overpaid.

Noting that the contract also specifies a number of hours and the hourly rate, Mayor Koho questioned whether Mr. Parks was ever led to believe that additional moneys would be forthcoming if he did additional work. Mr. Mull believed that going over the $15,000 cap was never discussed with Mr. Parks.

Councilor McGee moved to fulfill the contract that was signed by the City and Mr. Parks at $15,000, and to do a follow-up request that the additional amount paid be viewed as an overpayment and be returned to the City. Councilor Beach seconded the Motion.

Councilor Keller asked staff if the work would have been complete had Mr. Parks stopped at the $15,000 mark. Mr. Mull answered that it would not.

Councilor Meier commented on the common use of change orders when work exceeds a contracted amount. Mr. Mull pointed out that, in effect, that was what was being done. He emphasized that in the beginning it was difficult to come up with a price, not knowing what the investigation would entail. The best person was picked to do the job and then a price was negotiated. At that time it was felt that whatever was needed should be done to come up with a good report. Mr. Mull confirmed for Councilor Meier that had the over-billing been recognized, a change order would have been brought to Council prior to making the final payment. However, the two invoices were paid on separate dates, without the totals being added together.

Councilor McGee emphasized that had the contract been presented at the beginning as open-ended, he would not have supported it. He considered the excess payment as an administrative oversight which the contractor has agreed to correct.

Councilor Beach pointed out the inappropriateness of billing an additional amount under a specified contract without an agreed-upon change order.

Mayor Koho pointed out that although the contract specifies a total not-to-exceed $15,000, it also specifies hourly rates. Had the additional costs come to Council in advance of the payment, he likely would have supported a motion to amend the $15,000. However, since it did not, and there was no opportunity for discussions in advance of payment, he was inclined to support the motion.

Councilor Keller pointed out that the situation involved an individual, "not just bricks and mortar."

An amendment to the motion proposed by Councilor Keller and seconded by Councilor Meier, that the City also authorize payment of the additional $2,967.29 to Mr. Parks, was ruled a substitute motion by Mayor Koho. With the consent of the second, Councilor Keller withdrew the motion.

Mayor Koho restated the motion on the floor, noting that it would limit payment to Mr. Parks to $15,000.

The Motion failed by the following vote:

AYES: Beach, Koho and McGee (3)
NAYS: Keller, Meier and Whalen (3)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

Councilor Keller moved to amend the contract with Robert D. Parks and approve payment in the total amount of $17,967.29. Mayor Koho seconded the Motion.

Councilor Beach questioned what would make a contract for services different from one for "bricks and mortar."

Councilor Keller felt that an adjustment was appropriate in this case since the amount of information made available by the employees far exceeded staff's or the contractor's expectations.

The Motion passed as follows:

AYES: Keller, Koho, Meier and Whalen (4)
NAYS: Beach and McGee (2)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

MOTION - Approving Purchase of Police Vehicle

Mayor Koho moved to approve the purchase of a Police vehicle for a cost of $19,167. Councilor Keller seconded the Motion.

The Motion passed as follows:

AYES: Beach, Keller, Koho, McGee, Meier and Whalen (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

ORDER - Approving Planned Development Amendment Case 97-01

City Attorney Shannon Johnson distributed copies of the Order approving PUD Amendment Case No. 97-01, an amendment to PUD Case 93-02.

Community Development Director Morgan recalled that the public hearing on PUD Amendment Case 97-01 was held on June 2, 1997. He reviewed the details of the application from Bob Krohn and developers of the Inland Shores project which proposed dividing unimproved parcels 5 and 6 of the original planned development into 23 lots. After closing the public hearing, Council directed staff to return with an order approving the proposal with conditions as outlined in the original staff report. Staff recommended that Council adopt the order approving Planned Development Amendment 97-01.

<u>Mayor Koho moved an Order in the Matter of the Application of Staats Lake LLC for an Amendment to the Planned Unit Development Approval (Case No. 93-2) to Divide Unimproved Parcels 5 and 6 Into 23 Lots. Councilor Keller seconded the Motion.</u>

Mr. Morgan responded to a question from Councilor Keller about the application of regulations contained in Uniform Building Code Chapter 28 dealing with floating structures. He explained that staff is currently working with the Fire District and Marion County Building Inspection to draft language specific to Keizer to incorporate those provisions into Keizer's Code. He anticipated that the Code amendment would come to Council for adoption within the next 30 to 45 days.

Noting that Staats Lake has a pipe that drains the lake on a continuing basis, Councilor Keller questioned whether provisions would be made for the drainage to be cut off should a spill or leak from a floating structure occur. Mr. Mull agreed that to avoid further contamination of Claggett Creek, it would be good to address that issue in the process of adopting Code provisions.

Mr. Morgan responded to other comments and questions about the siting of houseboats on the lake. He noted that nothing will be approved until regulations to address the building code issues are in place. He acknowledged that statutes contained in Chapter 28 of the UBC are used to regulate floating structures on the Columbia River and in other locations throughout the state. City Attorney Johnson acknowledged that generally, a city can adopt regulations more restrictive than the State. He did have some concern, however, that if building permit applications were to come in prior to adoption of an amendment to Keizer's code, the City would be limited to applying UBC Chapter 28. Mr. Mull commented on public works issues that would have to be satisfied in order for a permit to be approved.

<u>The Motion passed as follows:</u>

<u>AYES:</u> Beach, Keller, Koho, McGee, Meier and Whalen (6)
<u>NAYS:</u> None (0)
<u>ABSTENTIONS:</u> None (0)
<u>ABSENT:</u> Miller (1)

PUBLIC HEARING

Resolution - Adoption of FY 1997-98 Budget, Making Appropriations and Levying Taxes

Mayor Koho opened the public hearing.

Presenting testimony to the Council was:

Jacque Moir, 6745 McLeod Lane, Keizer had been told that police overtime was lowered from the amount budgeted last year. She was concerned that extra patrols might not be available to respond to stadium-related problems. She also suspected that some of the scheduled events might require assistance from the police department. She requested that Council consider these issues before taking any action to approve a budget with lower police overtime funding.

Mayor Koho advised that last year $95,000 was budgeted for police overtime–this year $80,000. He explained that more ways are being found to use officers on straight-time for such events without interrupting other services. He also pointed out that funds are in "contingency" that can be used when necessary. Councilor Keller added that the additional funds could be drawn-upon for other police-related activities if necessary.

Councilor McGee also informed Ms. Moir that in the stadium budget $11,000 is allocated for operational expenses which includes police-related issues such as over-time for events. He also envisioned the City being able to negotiate for additional operational charges in connection with specific events as they occur.

There was no further testimony to come before the Council.

Mayor Koho closed the public hearing.

Mayor Koho moved a Resolution Adopting the FY 98 Budget, Making Appropriations and Levying Taxes. Councilor Keller seconded the Motion.

Councilor McGee indicated that he would like to offer an amendment to the proposed budget. He called attention to a budget analysis which he prepared, copies of which were distributed to Council members. He felt that there was no justification for appropriating $175,000 in the General Fund Contingency Account since it was more than double last year's appropriation, and traditionally only 5% of the fund was used.

Councilor McGee suggested two possible options. The first, which he would set forth in a motion, would be to reduce the General Fund Contingency appropriation and designate those funds as carry-over. He noted that it would assure carrying the budget years further into the future without having to go back for an additional operating levy. A second option would be not to collect those funds in the first place.

Councilor McGee moved to amend the proposed budget by adding $125,000 to the Ending Fund Balance, and reducing the General Fund Contingency appropriation from $175,000 to $50,000, the amount in the current budget. Councilor Whalen seconded the motion.

Councilor Beach appreciated Councilor McGee's analysis, but noted that many changes are taking place in the City, and the is City facing many uncertain budget-related issues. He felt that a more appropriate course would be to allow Council to make decisions regarding the use of contingency funds as needs are identified.

Councilor Whalen suggested as an alternative putting the excess contingency funds towards facilities improvements to take care of some of the problems while funds are available.

A debate followed regarding the set-aside and use of contingency funds in other funds as well as the General Fund. Councilor McGee reiterated his strong support for either not collecting the extra funds in the first place, or carrying them over till next year.

Councilor Keller concurred with Councilor Beach's comments about the many changes in City business now in process. He indicated his preference to allow the budget to work, as proposed, and, if necessary, make any adjustments at a later time.

Councilor Beach stated that a Budget Committee member knowledgeable about Police budgeting had indicated to him that the Police Department clothing allowance was over-budgeted by at least $10,000. Councilor Beach indicated that he would be in favor of reducing the budgeted amount to $15,000, and putting the remaining $10,000 in contingency.

Mayor Koho indicated that the Council would take up Councilor Beach's proposal after the vote on Councilor McGee's motion.

<u>The Motion to Amend failed by the following vote:</u>

<u>AYES:</u> McGee (1)
<u>NAYS:</u> Beach, Keller, Koho, Meier and Whalen (5)
<u>ABSTENTIONS:</u> None (0)
<u>ABSENT:</u> Miller (1)

<u>Councilor Beach moved to amend the Motion, to reduce the amount budgeted for Clothing under the Police Department Materials & Services Account from $25,000 to $15,000, and to place the $10,000 difference in the Contingency Fund. Councilor Keller seconded the Motion.</u>

Mayor Koho pointed out that 1995-96 figures indicate that more than $25,000 was spent that year. He questioned the current rate of expenditures. Mr. Mull answered that through April, 80% of the budgeted amount was spent. He indicated that under the new management this account, as well as several others, could be carefully monitored for consistency.

Councilor Meier indicated that a better description of what is actually covered under the line item would be helpful.

Councilor Whalen noted that rather than just taking an inflationary figure and adding to last year's figures, expenditures in the proposed budget were based on actual amounts spent and projections based on history. He reiterated that staff should be given the opportunity to allow the budget to work in the next fiscal year.

In response to a question from Councilor Keller about dollars per individual in the department, Personnel Officer Suek noted that the average spent, per person, would be about $1,000. This amount includes cleaning costs as well as purchase of clothing.

Councilor Keller indicated that he would be supporting Councilor Beach's amendment. He saw Council's approval of specifics in this budget as setting the tone for upcoming budgets. Without having a breakdown on what is purchase and what is cleaning, he believed $1,000 per person, per year, to be higher than what might be anticipated.

The Motion to Amend failed by the following vote:

AYES: Beach, Keller and McGee (3)
NAYS: Whalen, Meier and Koho (3)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

Mayor Koho called for the vote on the main Motion to adopt the FY 98 Budget.

The Motion passed as follows:

AYES: Beach, Keller, Koho, McGee, Meier and Whalen (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Miller (1)

OTHER BUSINESS

Councilor Keller asked for a report from the Police Department on a meeting held this morning to discuss traffic at the stadium.

Police Lieutenant Bowe reported that he was in attendance at yesterday's rained-out ball game, and had parked in the lot. Neither he nor Sgt. Barker were aware of any major traffic problems. Some instances of parking on Tepper Lane would be addressed by the Department. He noted that the parking lot was emptied in about 35 minutes, without much traffic going out the north entrance. When he exited the lot, traffic on Lockhaven was moving well. The only instance of congestion occurred in the parking lot as people were passing out parking permits for a later game. Lieutenant Bowe commented on discussions with the Public Works Department at this morning's meeting, regarding measures to address the Tepper Lane parking issue.

Mr. Mull responded to questions about signs that will be put up on Tepper Lane, and the timing for placing and removing barriers. He acknowledged that additional officers will be present until things are worked out.

Greg Lamb commented on a traffic incident at Tepper after cancellation of yesterday's game. It involved a father and toddler who came close to being struck by a car. He felt that the problems with pedestrians and cars needed to be addressed. Mr. Mull commented on extra measures that would be taken before tonight's game.

Lieutenant Bowe responded to a question from Councilor Keller about noise readings taken at the stadium. He noted that readings will be taken all this week to determine the overall noise level.

Councilor Meier also drove to last night's game. She was pleased that Radiant Drive traffic seemed to move smoothly, and perceived that the parking lot bottle-neck was the result of the passes being handed out. She, however, questioned the appropriateness of vehicles parking in a grassy area outside the fence, and the resultant interruptions in the traffic flow. Mr. Mull noted that the lot at the north end of the stadium, when asphalted, will take all of those cars. Parking on the grassy area will not be allowed again. Mr. Mull responded to other questions about the current parking plan and the plan for the future when additional access is in place.

Councilor Beach questioned the background and rationale for the City's purchase of a net for the ball field.

Mayor Koho answered that in initial discussions with ODOT, a request that they build a net in their right-of-way, at their expense, was declined although they felt it was a good idea to have one. Since the City is responsible for everything outside the fences, it fell upon the City to have it done. It was felt that the protective measure should be taken. He deferred to the City Mangers for more specific information.

Mr. Mull added that the issue was originally brought up by Councilor Miller. After discussions with Mr. Walker, the team owner, it was decided to put up a temporary net that would be owned by the City and reused at the Little League Field, if necessary. Mr. Mull was away on vacation last week, but understood that because of the rainy weather the net couldn't be placed where originally planned. In his absence, Councilor Miller and Mayor Koho had staff do the work. The cost to the City was $1,200. Mayor Koho added that Salem Electric donated their costs.

A discussion followed regarding the responsibility for costs. Mayor Koho confirmed the general understanding that the ball team is responsible for things inside the fence, and the City, for things outside the fence. Councilor Keller disagreed, noting that the contract did not specifically speak to the issue. Councilor Whalen felt that the person conducting the event should be looked at first. Since this was a temporary safety measure, he wondered when the team owner would take permanent measures.

Mayor Koho pointed out the liability issues faced by the City. He suggested that perhaps this wasn't the appropriate forum to discuss the issue.

Councilor McGee stressed the importance of staying within the contract. Mayor Koho felt that the City had not acted outside the contract, but had merely taken temporary measures to protect the citizens. Mr. Mull confirmed that that the entire placement was temporary, and that the net would later be used elsewhere. Councilor Keller did not take exception to the City doing the "temporary fix" to protect the citizens, but emphasized that he would like to see it stated that a "permanent fix" does not belong to the City of Keizer.

Mayor Koho suggested that the discussion be held with the other parties sometime after this week.

ADJOURNMENT

The meeting was adjourned at 5:29 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Dennis Koho

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #2 - Dawn Meier

Councilor #3 - Jim Keller

Councilor #4 - Carl Beach

Councilor #5 - Al Miller

Councilor #6 - Jerry McGee

Minutes approved:

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8e

APPROVAL OF JULY 14, 1997 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL SPECIAL SESSION
Monday, July 14, 1997
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Koho called the special session to order at 5:00 p.m. Roll Call was taken as follows:

<u>Present:</u>
Dennis Koho, Mayor
Carl Beach, Councilor
Jim Keller, Councilor
Jerry McGee Councilor
Al Miller, Councilor (arrived at 5:05 p.m.)
Garry Whalen, Councilor
Dawn Meier, Councilor

<u>Staff:</u>
John Lien, City Attorney
Tracy Davis, City Recorder

ADMINISTRATIVE ACTION

RESOLUTION - CHANGE IN CLASSIFICATION/ COMPENSATION PLAN FOR UNREPRESENTED EMPLOYEES

<u>Councilor McGee moved a Resolution Setting Forth a Change in the Classification and Compensation Plan by Amending Certain Unrepresented Classifications and a Change in Compensation Effective July 1, 1997. Mayor Koho seconded the Motion.</u>

Councilor McGee reported in response to the concerns raised at the last meeting regarding this issue, he met with staff to assure all language contained in this resolution was similar to that in the Police Association agreement. He noted the Portland Consumer Price Index rate, in which the Council has made a verbal policy to use in adjusting the cost of living increase annually, averaged to four-percent in 1996. The resolution before the Council uses this rate adjustment. During the meeting, Councilor McGee requested staff research other municipalities to determine their exact policy and principals on compensation issues. This could lead to the adoption of a policy for the Council to follow annually.

Councilor Meier pointed out a few of the discussed issues may be part of the City's personnel policies. In addition, she requested staff report back on the co-payment reimbursement issue raised by the insurance company.

The Motion passed with the following votes:

AYES: Beach, Keller, Koho, McGee, Meier, Miller and Whalen (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

EXECUTIVE SESSION

The Council recessed at 5:10 p.m. executive session pursuant to ORS 192.660(1)(h) - Potential Litigation.

The Executive Session was adjourned at 5:43 p.m.

Council President Keller moved that the appeal filed by Hank Kaplan, attorney for Charles Stull be heard by the Keizer City Council and any offers to waive this hearing be declined. Councilor McGee seconded the Motion.

The Motion passed with the following votes:

AYES: Keller, McGee, Meier, and Whalen (4)
NAYS: Beach, Koho, and Miller (3)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor McGee moved to request the staff to send a letter to Akin Blitz, Attorney at Law, thanking him for his past services rendered on behalf of the City of Keizer and this would conclude any need for his continued services. Councilor Meier seconded the Motion.

Councilor Miller moved to table this motion until the next regular Council session. Mayor Koho seconded the Motion.

The Motion failed with the following votes:

AYES: Beach, Koho, and Miller (3)
NAYS: Keller, McGee, Meier, and Whalen (4)
ABSTENTIONS: None (0)
ABSENT: None (0)

The Motion to send a letter to Mr. Blitz passed as follows:

AYES: Keller, Koho, McGee, Meier, and Whalen (5)
NAYS: Beach and Miller (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor McGee moved to authorize the Mayor to work towards any reduction of the scope of the hearing by stipulations agreeable to both sides and with review of the Council. Council President Keller seconded the Motion.

Mayor Koho reiterated that he will not enter into any agreements of stipulation without Council review. In addition, he will try to accommodate the scheduling of hearing to meet the needs expressed by the Council.

The Motion passed with the following votes:

AYES: Beach, Keller, Koho, McGee, Meier, Miller and Whalen (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

OTHER BUSINESS

Responding to an inquiry by Councilor Beach, John Lien, City Attorney reported the files taken from the Police Department by Charles Stull are in the possession of Akin Blitz. It was agreed to early in the investigation that these records would by held by Mr. Blitz until they were reviewed and a determination of the importance to the investigation. The records were reviewed by Bob Parks, investigator last week and determined to be city records - some original and some copies. Mr. Lien indicated Mr. Stull's attorney is on vacation at this time and the issue should be resolved upon his return.

Councilor Beach voiced his concern these records should be returned to the City as soon as possible. If they are necessary to Mr. Stull's defense, copies may be made.

Mr. Lien indicated he will take the necessary steps to have these records returned.

Councilor Miller inquired of the original agreement of when and to who the records would be returned to.

Mr. Lien noted this determination was not made at the time the records were released to Mr. Blitz. However, upon review he feels it is clear they are City records and should be returned. This will be relayed to Mr. Kaplan upon return to his office.

Councilor Miller believed Mr. Blitz is currently involved in an open issue dealing with the union contract. He pointed out this may be a financial burden if another labor attorney was hired to continue the negotiations rather than continuing with Mr. Blitz.

Councilor Beach requested an update or status report be brought back to the next Council meeting regarding the reimbursement by the lobbyist hired to assist the City in dealing with measures 47 and 50.

WRITTEN COMMUNICATIONS

There were no written communications to come before the Council.

ADJOURNMENT

The meeting was adjourned at 5:55 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Dennis Koho

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Carl Beach

Councilor #2 - Dawn Meier

Councilor #5 - Al Miller

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8f

APPROVAL OF AUGUST 11, 1997 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, August 11, 1997
Keizer City Hall
Robert L Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Koho called the special session to order at 5:33 p.m. Roll Call was taken as follows:

Present:
Dennis Koho, Mayor
Carl Beach, Councilor
Jim Keller, Councilor
Jerry McGee Councilor
Garry Whalen, Councilor
Dawn Meier, Councilor
Al Miller, Councilor (arrived at 5:35 p.m.)

Staff:
Wally Mull, Co-City Manager Pro Tem
Tracy L. Davis, City Recorder

Mayor Koho announced that City Manager interviews with the three finalists are scheduled for Monday, August 25 starting at 3:30 p.m. Each interview will take approximately one hour. Prior to that time, Councilors will receive more complete information about the format for the interview process.

DISCUSSION

Update on Labish Ditch Issues

Before presenting the report on Labish Ditch, Co-City Manager/Public Works Director Mull reported on two other related issues.

Mr. Mull reported that the Willamette River revetment repair work at the Keizer rapids (Chemawa and 15th Street), which has been scheduled for the last 18 months, will begin around the end of August. Also, he was informed by the Army Corp of Engineers, last week, that they have funded the reconnaissance study of the dike, and will be here on August 29 to do a physical inspection.

Mr. Mull reported that efforts to pursue the possibility of purchasing homes in the flooded area of Labish Ditch by way of the Soil and Conservation Emergency Watershed

Protection Program have been unsuccessful. The City was informed, last week, that no funding is available to purchase those structures at this time.

Mr. Mull reported that pursuant to Council's direction, staff had an independent engineering firm look at Multi-Tech Engineering's plans and cost figures for widening Libish Ditch as proposed by the developers. City Engineer Bill Peterson contacted Woodward Clyde, out of Seattle, Washington, the firm who did work for Keizer and FEMA subsequent to the 1996 flood. Mr. Mull deferred to Mr. Peterson and Paula Cooper from Woodward Clyde to provide information and answer questions.

City Engineer Bill Peterson advised that he and Paula Cooper looked at Council's questions, and listened to concerns of some of the people downstream, particularly in the McNary Estates area. Woodward Clyde did their analysis using that information along with data collected in their work for FEMA to revise the floodplain maps for the area. Mr. Peterson noted that Ms. Cooper would be presenting the report and bottom-line findings.

Paula Cooper, representing Woodward Clyde, described how she used the model developed for FEMA to come up with flood-level projections based on a channel improvement with a 20-foot wide bottom and 2/1 side slope. The finding for the 10-year flood event was about a 1 1/2 to 2-foot reduction in flood levels from the FEMA levels--the highest reduction being upstream of River Road. For the 100-year flood event, the finding was a 2-foot flood level reduction at the railroad, down to a 5-foot reduction. Another run was done using the new floodway. (Ms. Cooper pointed out the area on the new floodplain and floodway map.) After looking at the projected flows, It was their conclusion that the proposed channel improvement would not take all of the water.

Ms. Cooper noted that they also looked at the increase in flows going downstream since the water would no longer be stored in the floodplain upstream. Another model, taking away this storage, indicated for the 10-year flood, increases of up to 6/10-foot downstream at McNary, and for the 100-year flood, a 2/10-foot increase in flood depths. Ms. Cooper noted, however, that the study concluded that for all floods, the water would still be contained within the channel.

For clarification, Mayor Koho paraphrased Ms. Cooper's report. That the proposals would help some, but not enough. Therefore, they would not have a significant impact . The water would still be contained within the banks, but flooding would still occur where it flooded before.

Mr. Peterson brought up the issue of whether or not water from the Little Pudding River basin should come through Keizer. He noted that measurings of water surface elevation on both sides of the Parkersville Dam consistently found the water to be higher on this side. He saw the lack of storage during a storm event as very important to Keizer, and suggested that Ms. Cooper remain on board to help analyze the basin, and to determine whether that kind of flow should be coming into Keizer. He pointed out the importance of a more comprehensive look at the entire basin to make sure that flow projections are correct. Mayor Koho agreed on the need, but noted that it would not help for the next rainy season.

Ms. Cooper responded to questions about interaction through the Parkersville Dam. To look at the issue comprehensively would require looking at the entire upstream drainage area of the Pudding River. Ms. Cooper perceived some potential for less flow coming over the dam than shown in the model. When asked if a comprehensive study would also include flows through Claggett Creek, neither Ms. Cooper nor Mr. Peterson saw Claggett Creek as having any impact on what might be done in the Labish Ditch basin.

In response to a question from Councilor Miller about projected water levels at the McNary Golf Course, Ms. Cooper further explained modeling that was done to make sure that removal of upstream storage in the floodplain would not have an adverse effect downstream. She referred back to the figures that she gave earlier indicating a slightly higher flow than without removal of the upstream storage, and the conclusion that the flow would still be within the channel.

Mr. Peterson responded to Councilor Miller's follow-up question of where the water came from in the February flood when the golf course had several feet of water on it. He explained that the water came from backflow from the Willamette River. Mr. Peterson confirmed for Councilor McGee that the golf course was designed for water retention. He noted that the February flood was determined to be a 50-year flood. The floodplain maps indicate the difference between a 50-year and 100-year flood to be approximately one foot. Mr. Peterson noted that during a 100-year flood the water surface elevation would be near the curb heights at McNary.

Mr. Peterson explained for Councilor Beach the benefits of the proposed bridge at River Road. He noted that the culvert currently at River Road doesn't have the capacity, during a 100-year flood event, to prevent the water from going over River Road. It is projected that a bridge will eliminate the problem and lower the water surface, and keep the water within the banks on both sides.

Mr. Peterson again stressed the importance of determining the correct flow coming in from the east. Ms. Cooper suspected that such a study would take about six months. She was unsure of the costs. She confirmed that it was too late to do anything before this winter.

Councilor Keller questioned which channel Ms. Cooper was referring to when she said water would stay within the channel. He could not understand how the water could stay within the channel since the two sides of the area he envisioned were of different heights. Mr. Peterson suspected that Councilor Keller was thinking of the Claggett Creek Channel. He clarified that Ms. Cooper started at Claggett Creek and went upstream on the Labish Ditch channel. Ms. Cooper did not cross-section Claggett Creek.

Mr. Peterson and Mr. Mull responded to questions about the status of efforts to obtain information about Parkersville Dam. Some of the records requested have been received, but not all. Staff is taking legal measures to obtain the information. Mr. Peterson and Mr. Mull were unsure whether the flappers on the dam were now operating.

Councilor Meier questioned the possibility of the underground water table adding to the flooding problem when the Willamette River rises. Mr. Peterson explained the movement of water through the water table. He concluded that the water table would not be a factor.

Noting conditions that have increased the potential for flooding, and the fact that measures are being taken to provide some relief, Mayor Koho put forward for discussion the idea of reservoiring the water. He acknowledged that although probably a good solution, it would be expensive.

Mr. Peterson stated that the idea was looked at. He noted that it would take a sizable lake to store the amount of water talked about, and would require having flooding easements over quite a bit of property. The standard procedure would be to create some dike areas. He indicated that the amount of area could be calculated by Ms. Cooper using the data she has collected.

Mayor Koho was unsure of a funding source, but felt that the idea should be looked at as a long-term option, but not to the delay of any other measures.

Mr. Peterson responded to questions about restricting the flow coming through the I-5/35th Street Culvert. It would create more flooding in farmland upstream, and because the area is a designated floodplain, it would require approval through FEMA. Mr. Peterson acknowledged that it would be a good place for a reservoir.

Councilor Keller indicated that he would like to see two things occur: putting the request for information from Parkersville Dam on the fast track, and checking with FEMA to restrict the inflow. Mayor Koho did not disagree, but for the moment, saw the issue of the bridge and improvements as uppermost. He had Ms. Cooper repeat the figures for the projected reduction in flows upstream. Mr. Peterson commented on the implications for residences in the previously flooded area. For a 5-year to 10-year storm the channel would keep the water at or near the top of the curb at Jakewood Court . For a 10-year storm, the water would be about three feet above the top of the curb.

Mr. Peterson confirmed for Councilor Whalen that for a local flood event not involving a Willamette River water problem such as the 1996 flood, the proposed improvement would handle the flow through McNary Estates.

Councilor McGee could see advantages in doing the bridge improvement at River Road, but saw the proposed channel improvement as inadequate since it would not handle a 10-year storm or greater.

Focusing on what could be done to help the people impacted by the flooding, and where to place the biggest emphasis, Mr. Peterson stressed the importance of the bridge project. He also emphasized the need to exert pressure on the Parkersville Dam people to ensure that water on this side of the dam does not get higher than the other side, even to the extent of a court order if necessary.

Mayor Koho acknowledged Mr. Peterson's recommendation of the bridge project on River Road, and questioned whether he also recommended the ditch improvement project. Mr. Peterson was reluctant to recommend against the project, noting its merits if even one person were to benefit from it. However, on the large scale, he was unsure of the benefit. Although a benefit would be realized based on the flows in Ms. Cooper's computer model, Mr. Peterson reiterated his question of the accuracy of those flows. Although it might be possible to get a benefit by putting in the channel, Mr. Peterson perceived that it couldn't be done this year based on the extensive approval process.

Councilor Miller expressed concern about putting in a bridge with some factors still unknown. He also questioned the possibility of a fenced-over, concrete lined channel as was done in south Eugene. Mr. Peterson pointed out the disadvantages of such a structure, noting the potential for a higher rate of flow downstream.

Councilor Beach suspected that neither the bridge nor other improvements could be done this year. He indicated his preference for an overall study, with options and related costs for dealing with all the problems.

Mr. Peterson pointed out the involvement of other jurisdictions such as Marion County and ODOT when getting into a comprehensive analysis. He suggested that it might be advisable to first have a meeting with the impacted jurisdictions to discuss the pros and cons of doing the all-encompassing analysis.

Councilor Beach stressed the need to move forward on the Parkersville Dam issue. He agreed with involving all the impacted jurisdictions in any solution.

Councilor Keller asked Mr. Peterson about the possibilities for, this year, putting some kind of restrictor on the culvert under I-5. Mr. Peterson indicated his reluctance to recommend undertaking such an effort. He felt that it first needed to be known whether or not some artificial restraint at the Parkersville Dam was causing an excess amount of water to come this direction. He noted that the question would then be whether that restraint should be removed, or the water should be blocked at this end. He emphasized the importance of attacking the problem at the source to avoid an unnatural situation.

Councilor Miller recalled hearing, in February of 1996, of an ODOT plan to raise the elevation of Portland Road to reduce the volume of flow coming this way. Mr. Peterson had in his office a copy of the plans drafted in the 1970's. He noted that the farmers on the other side were successful in getting a court order to stop the project.

Councilor Meier asked for comment on Multi-Tech Engineering's proposal to put a berm on the east side of Country Glen homes. Mr. Peterson and Ms. Cooper had looked at the proposal. Mr. Peterson recommended against it as being an improper restriction of the flow. He saw as the main issue, coming up with some way to make sure the water no longer flows down Parkside Drive.

Based on the information provided, and what he perceived to be Council's direction, Mayor Koho suggested the following measures: To go forward, with speed, to resolve the issue with Parkersville Dam; to go forward with the study and come back with an action plan for 1998; to go forward with the bridge project; in the study, to look at the reservoir issue; and finally, to put together a task force to follow through on some of the issues. The task force would include residents east and west of River Road, a representative of the dam, someone from Marion County, and a couple Councilors.

Councilor Keller had no problem with the suggestions, but was still concerned about the negative impact of an increased flow on McNary Golf Course and McNary Heights. He, however, anticipated that the study would address the issue before the bridge is built.

Councilor Miller also did not disagree with Mayor Koho's suggestions. He requested that Mr. Peterson, additionally, explore the issue of the ODOT plan for Portland Road to see if anything had changed that would lend merit to the proposal.

Councilor Whalen agreed with the direction. He requested that staff, within the next seven to ten days, provide a realistic and attainable timetable.

Mayor Koho suggested that Councilors provide him with names of people who might be interested in participating on a task force.

Councilor Meier questioned the timeline for the permit process to do the proposed improvements. Mr. Peterson reiterated that he is not recommending that there be an improvement of the ditch unless the bridge is built to handle the increased flow. The funding for the bridge is not yet sure. He believed that if the funding were approved today, there would not be time to build the bridge this year.

Since it appeared there wasn't time to take any major steps this year, Councilor Meier stressed the importance of proceeding quickly with all efforts to ensure that something is done next year. It was Mayor Koho's hope that, this season, something could be accomplished with the dam.

Keizer Baseball Stadium Traffic Plan

Co-City Manager/Public Works Director Mull reported that in response to concerns expressed about the traffic movement on Radiant Drive before and after baseball games, he and City Traffic Engineer Dick Woelk visited the site and observed the traffic on two occasions. Mr. Mull made reference to a memo from Traffic Engineer Woelk listing his observations and recommendations. He also referred to recommendations submitted by Karen and Wayne Trucke, and noted that many of Mr. Woelk's recommendations agreed with those of Mr. and Mrs. Trucke. The exception was a recommendation from Mr. and Mrs. Trucke to keep Radiant Drive two-way traffic at all times. It was felt that this late into the season, such a major change would cause confusion. Mr. Mull noted, however, that last Wednesday night a police officer was stationed at the exit to the stadium an hour earlier to advise motorists leaving by way of Radiant that it was two-way traffic until switched to one-way at the ninth inning.

Mr. Mull noted that the Volcanoes management has worked with the City, and has revised 7th and 8th inning announcements to let fans know that prior to the end of the game Radiant will be two-way traffic, and then after the game, one-way. A new map will be distributed at the games that emphasizes the use of the east entrance and exit. The map will also be published in the newspapers, and provided to radio stations. No other major changes are planned at this time.

Councilor Keller encouraged strict enforcement of the two-way traffic pattern. Mr. Mull confirmed that citations are being issued.

Councilor Meier suggested that a more understandable map be used.

In looking at the verbiage for the 7th and 8th inning announcements, Councilor Miller suggested that the wording be changed to state that "After the 8th inning" Radiant Drive traffic will be one way, rather than "After the Game Tonight."

Mr. Mull responded to questions about the process and timeline for distributing maps. He also acknowledged that although defining a specific time for changing Radiant to one-way traffic was discussed, it was felt that specifying an inning would be less confusing.

Councilor McGee wondered if the traffic pattern would be reviewed after this season to see if changes needed to be made before next season. Mr. Mull answered that it would be looked at immediately after the end of the baseball season since other events will be coming soon. After discussions with Mr. Walker, the owner, a plan will be put together for those events, and for next year's baseball season. Mr. Mull acknowledged that the Gubser Neighborhood Association would be involved.

Charles Stull Termination Appeal

Mayor Koho advised that the matter of Chief Stull's termination was discussed on July 14 in executive session. In open session following the executive session, Council took action with regard to the appeal. Unless further consideration was desired by the Council, that action would stand.

Councilor McGee moved that if the attorney for Charles Stull offers the waiver proposition again, it be accepted. Councilor Beach seconded the motion.

Councilor Miller suggested that a more proper motion would be to rescind the action of Council. Also, rather than waiting to hear from Mr. Stull's attorney, Councilor Miller felt that the City should initiate the contact.

Councilor McGee emphatically disagreed that the City should make the contact. His primary intention was to rescind the action to hear the appeal.

With the consent of the second, Councilor McGee withdrew the motion on the floor, and made the following motion.

Councilor McGee moved to rescind the action taken by the City Council on July 14, 1997 to hear the Charles Stull termination appeal. Councilor Beach seconded the motion.

The motion passed by the following vote:

AYES: Beach, Koho, McGee, Meier and Miller (5)
NAYS: Whalen and Keller (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

Councilor McGee moved that if Mr. Stull or his attorneys withdraw their request for a hearing, the City will not raise as a defense in any subsequent lawsuit failure to exhaust administrative remedies, and the City would agree to a waiver of the requirement for a hearing. Councilor Miller seconded the motion

Councilor Keller advised that he would not be supporting the motion since the City Council had not had an opportunity to hear Mr. Stull rebut the allegations. He felt that taking this step would be doing a disservice to the community.

Councilor Whalen indicated that he also would not be supporting the motion. With regard to the wording of the motion, he questioned the last phrase, that "the City would agree to a waiver of the requirement for a hearing." His interpretation of the contract was that the appeal process was a right, not a requirement.

Councilor Miller pointed out that when the proposal first came to the Council, the language was for a waiver. He felt that it was important to include such language in order to be consistent.

A discussion followed regarding the wording of the motion. Mayor Koho cautioned against wordsmithing. It was his opinion that the language, as proposed, sufficiently reflected the intent of the motion.

Councilor McGee gave his reasons for changing his vote from that on the July 14 motion. He pointed out the additional costs that would be incurred for an appeal hearing, and the possibility the City's position might be worsened by an inadvertent procedural error during a hearing. Councilor Miller agreed, noting that two different legal counsel had advised that proceeding with the hearing might increase liability. He also pointed out that the hearing costs referred to by Councilor McGee would be borne totally by the City, whereas the defense in a lawsuit would fall under the City's liability insurance. Councilor Beach concurred. He stressed the need to listen to legal counsel, and move carefully. He believed the correct decision would be to allow the waiver, if requested.

Mayor Koho indicated that although he saw good reasons on both sides of the issue, he would be supporting the motion.

Councilor Meier indicated that she first supported the appeal process, believing it to be a serious appeal from Mr. Stull to the Council. She had since found out that the appeal was an effort to exhaust the administrative processes in order to proceed to a lawsuit, and that Mr. Stull apparently would prefer a waiver. Based on legal counsel's advice, what she was hearing from the community, and her responsibility as she saw it, she would be supporting the motion.

Councilor Whalen indicated that he also had a sense of responsibility, and if for no other reason than the principle, he would be voting in opposition.

The motion passed by the following vote:

AYES: Beach, Koho, McGee, Meier and Miller (5)
NAYS: Keller and Whalen (2)
ABSTENTIONS: None (0)
ABSENT: None (0)

OTHER BUSINESS

- Hearing no opposition, Mayor Koho canceled the regularly-scheduled August 18 City Council meeting.

- Councilor McGee advised that he would be away on August 25, the date scheduled for the City Manager candidate interviews.

In looking at the histories of the City Manager candidate finalist, Councilor Beach was disturbed that most had served only one or two years at a position, and then moved on. Before going to the expense of bringing the candidates to the City for interviews, he indicated that he would like some kind of commitment they would serve a longer tenure of office.

Mayor Koho felt that the issue would be an appropriate discussion to have with candidates during the interview process.

Councilor McGee questioned the possibility of doing a background review before making a commitment to pay the candidate's traveling expenses.

Mayor Koho conceded that having questions answered and references checked in advance might help lead to a decision immediately following the interviews. He suggested that the issue be referred to the Council Management Committee for discussion.

Councilor Miller cautioned against doing anything that might be viewed as a breach of application. Mayor Koho agreed, and suggested having staff get the necessary permissions, and any additional names of references.

After further discussion, Mayor Koho referred the issue to the Council Management Committee.

ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Dennis Koho

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Carl Beach

Councilor #2 - Dawn Meier

Councilor #5 - Al Miller

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:

City of Keizer, Oregon

October 6, 1997

AGENDA ITEM 8g

APPROVAL OF SEPTEMBER 3, 1997 SPECIAL SESSION MINUTES

MINUTES
KEIZER CITY COUNCIL SPECIAL SESSION
Wednesday, September 3, 1997
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Koho called the special session to order at 5:00 p.m. Roll Call was taken as follows:

Present:
Dennis Koho, Mayor
Carl Beach, Councilor
Jim Keller, Councilor
Jerry McGee Councilor
Dawn Meier, Councilor
Al Miller, Councilor
Garry Whalen, Councilor

EXECUTIVE SESSION

The Council recessed at 5:01 p.m. to Executive Session pursuant to ORS 192.660(1)(d) - City Manager Recruitment.

The Executive Session was adjourned at 6:49 p.m.

The Special Session was reconvened at 6:50 p.m.

Councilor Miller moved to extend an offer of employment in the capacity of City Manager to Kevin O'Donnell subject to the successful negotiations of terms of an employment contract. Councilor Keller seconded the Motion.

The Motion passed with the following votes:

AYES: Koho, Keller, Miller, and Whalen (4)
NAYS: Beach, McGee and Meier (3)
ABSTENTIONS: None (0)
ABSENT: None (0)

ADJOURNMENT The meeting was adjourned at 6:51 p.m.

Tracy L. Davis
City Recorder

APPROVED:
MAYOR:

Dennis Koho

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Carl Beach

Councilor #2 - Dawn Meier

Councilor #5 - Al Miller

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:

PUBLIC TESTIMONY

IF YOU ARE INTERESTED IN ADDRESSING THE COUNCIL ON AN ISSUE NOT LISTED ON THE AGENDA OR AN ITEM ON THE AGENDA NOT SCHEDULED FOR A PUBLIC HEARING, PLEASE FILL OUT THE INFORMATION BELOW AND GIVE TO THE CITY RECORDER OR STAFF GREETER PRIOR TO THE START OF THE MEETING. THE MAYOR WILL RECOGNIZE YOU AND ASK FOR YOUR TESTIMONY AT EITHER THE PUBLIC TESTIMONY SECTION OF THE MEETING OR THE APPROPRIATE AGENDA ITEM.

EACH PERSON'S COMMENTS WILL BE LIMITED TO FIVE MINUTES.

Name: Bob Olney - Vice Chair

Address: 7950 Timothy Lane NE

Subject or Agenda Item Number: Clear Lake Neighborhood Association

Your Comments:

Proponent ______ Opponent ______ General ✓

Date 10-6-97

A Community Home For Children in Keizer

Another Tokarski Community Project

Sponsored by Keizer United

distributed by Jim Seymour 10/6/97

Tokarski Children's Home

Child Group Home Model	PRELIMINARY Annual Budget Proposed	Description 4/15/97
REVENUE		
State of Oregon - Foster Care	-	8 children, $350 per month to foster parents
BILLED REVENUE		
Title XIX, EPSDT	-	
Client & Insurance Fees	-	
OTHER REVENUE		
Contributions - Tokarski Foundation	123,385	
TOTAL REVENUE	123,385	
EXPENSES		
Salaries and Wages	34,798	Project administrator-.2, Community Connector-.5, Family Support Worker-1.0
Payroll Taxes	3,567	
Employee Benefits	3,970	
Other Professional Services	300	
Management Fees	13,220	12% of Expenses
Recreation	2,500	
Minor Equipment	500	
Telephone	500	
Rent - Vehicles	7,200	7 passenger van
Rent - Homes	22,500	6 bedroom home
Insurance	3,330	Insurance - Professional Liab. - 750
Repair and maintenance - Building	3,000	- Business/Per Prop - 80
Repair and maintenance - Vehicle	700	- Auto - 2500
Utilities	3,000	
Recruitment	500	
Gas - Vehicles/Mileage	2,400	Gas for one van plus mileage reimbursement
Training and conference	400	
Special assistance	1,000	
Foster care	20,000	Parents to provide food and household supplies from proctor payments
Total Expense	123,385	

distributed by Jim Seymour
10/6/97

TO: KEIZER CITY COUNCIL

FROM: JERRY WATSON

RE: PROPOSED ZONING ORDINANCE AMENDMENT
[CHILD FOSTER HOMES]
AMENDING ORDINANCE NO. 87-078

DATE: OCTOBER 6, 1997

This letter is provided in lieu of or in addition to oral testimony for the public hearing on the matter listed above scheduled for October 6, 1997.

Although the goal of providing foster homes for youth is certainly laudable, I believe that it may be inappropriate and unwise to change the City's zoning ordinance to allow a larger facility for Child Foster Care Homes than is currently allowed. There are at least three reasons why the city should consider NOT approving this proposed amendment to the zoning ordinance:

1. <u>It changes the reasonable expectations of the general public</u>. I believe that the general public has a reasonable expectation that the kinds of neighborhoods they live in, and the kinds of uses allowed in those neighborhoods will remain stable, absent some compelling need to make changes. The proposed change interferes with that reasonable expectation.

2. <u>The proposal deals unequally with segments of the public.</u> The proposed conditional use will only affect zoning. It will not affect existing covenants, conditions or restrictions, which exist on some, but not all properties in our community. Generally, restrictive covenants are found in newer, more expensive areas. Although theoretically applicable to all, the proposed conditional use will almost certainly be confined to areas of the community without restrictive covenants that would prohibit them. This generally means our older, and often relatively less affluent neighborhoods. For a ready example, one has only to look at areas along Center Street in our neighboring city to the South.

3. <u>The conditional use may not be capable of effective limitation</u>. The Council needs to keep in mind that the city's zoning ordinance is designed to minimize discretion. <u>Once a conditional use is added to the zoning ordinance, neither staff, nor the city council is free to refuse the conditional use so long it can be appropriately conditioned.</u>

I would encourage the Council to ask planning and legal staff the following questions:

(a) Under the definition of Child Foster Care Homes could homes serving a different kind of clientele than contemplated by Catholic Community Services (and probably the Council) be allowed? I suspect that the answer is "yes", and that there is no way to specify the kind of clientele without coming up against discrimination problems.

City of Keizer, Oregon

PUBLIC HEARING SIGN UP SHEET

PUBLIC HEARING RE: ZONING ORDINANCE AMENDMENT TO ADD CHILD FOSTER HOMES UP TO TEN CHILDREN

DATE: OCTOBER 6, 1997 **TIME:** 7:00 p.m. **AGENDA ITEM #** 6b

BEFORE THE: KEIZER CITY COUNCIL **PLACE:** ROBERT L. SIMON COUNCIL CHAMBERS

(PLEASE PRINT)

NAME	ADDRESS	GENERAL	PROPONENT	OPPONENT
Jim Seymour	124 Glynbrook Keizer Or		X	
Kristine Jacobs	7384 Parks Place Dr Keizer Or		X	
Richard Sawyer	4885 Bailey Road NE Keizer		X	
Linary Kingdon	212 Triple Tree Cir. N. Keizer		X	
GARY STEINER	4054 NOON AVE NE, KEIZER		X	
Colleen Troup	145 Delta Ct. N., Keizer, OR		X	
Tamra Goettsch	6491 Sandwedge Ct. NE, Keizer		X	
Mark Caillier	1388 Marigold St. NE Keizer		X	
Carla Cary	891 Orchard St. N Keizer		X	
Jan Cline	818 Chehalis Pl N. - Keizer		X	
Norman Ford	4293 - 47th Ave NE Salem 97305		X	
Karen Keller	700 Dietz Ave NE, Keizer		X	
Richard J. Schmidt	512 Wayne Dr N. Keizer		X	
Pat Schmidt	512 Wayne Dr N Keizer		X	
[illegible]	4661 15th Ave N. Keizer		X	
Jerry Watson	1237 Manzanita Way NE, Keizer			X

City of Keizer, Oregon

PUBLIC HEARING SIGN UP SHEET

PUBLIC HEARING RE: BONNEVILLE STREET VACATION

DATE: OCTOBER 6, 1997 **TIME:** 7:00 p.m. **AGENDA ITEM #** 6b

BEFORE THE: KEIZER CITY COUNCIL **PLACE:** ROBERT L. SIMON COUNCIL CHAMBERS

(PLEASE PRINT)

NAME	ADDRESS	GENERAL	PROPONENT	OPPONENT

no testimony

[illegible]