

CITY COUNCIL AGENDA PACKET

MONDAY, OCTOBER 4th, 1999

- 7:00 P.M. CITY COUNCIL
MEETING

Please contact Wally Mull, City Manager if you have any questions or need additional information regarding any of the staff reports or issues contained on the agenda.

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

A G E N D A

KEIZER CITY COUNCIL

Monday, October 4, 1999

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

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

6. PUBLIC HEARINGS

a. Lucky's Deli II Liquor License Application – New Outlet

b. RESOLUTION – Forming Prairie Clover Street Lighting District

ORDINANCE – Spreading Assessments to Prairie Clover Street Lighting District

c. RESOLUTION – Forming Jordan Run Street Lighting District

ORDINANCE – Spreading Assessments to Jordan Run Street Lighting District

7. ADMINISTRATIVE ACTION

a. RESOLUTION – Declaration of Vacancy – Council Position Number One

b. Appointment of City Council President

- c. **RESOLUTION** – Ratifying and Authorizing City Manager to Sign Keizer Police Association Agreement
- d. **RESOLUTION** – Adoption of 1999/2000 City Council Goals

8. **CONSENT CALENDAR**

- a. McNary Restaurant Liquor License – Change of Trade Name/Ownership
- b. **RESOLUTION** – Calling Up Appeal of Berkshire Estates Partition for Hearing
- c. **RESOLUTION** – Approval of Engineering Report for The Vineyards Street Lighting District
- d. Approval of September 20, 1999 Regular Session Minutes
- e. Approval of September 27, 1999 Special Session Minutes

9. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications and petitions.

10. **AGENDA INPUT**

October 18, 1999

7:00 p.m. City Council Meeting

- Burglary Alarm Ordinance
- Appeal of Berkshire Estates Partition Public Hearing
- Wittenberg Inn Liquor License Application Public Hearing

November 1, 1999

7:00 p.m. City Council Meeting

November 8, 1999

5:30 p.m. City Council Special Session

- Appointment to Council Position Number One

11. **ADJOURN**



October 4, 1999

AGENDA ITEM 6a

LUCKY'S DELI II LIQUOR LICENSE APPLICATION

CITY COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: LUCKY'S DELI II LIQUOR LICENSE APPLICATION
RETAIL MALT BEVERAGE APPLICATION

BACKGROUND:

On September 13, 1999, Sylvia Dixon submitted an application for a retail malt beverage liquor license for Lucky's Deli II located at 5408 River Road North, Keizer, Oregon. Attached is ORS 471.265 which outlines the guidelines and criteria for a retail malt beverage license.

As required by Keizer Ordinance 95-318, a public hearing was scheduled, notice was published in the Keizertimes and mailed to all property owners within 200 feet of the proposed establishment. In addition, notice was sent to the Claggett Creek Neighborhood Association. As of the writing of this report, we have not received any responses to these notices.

On September 17th, 1999 a request was sent to the Keizer Police Department to conduct a background check on the applicant. The response is attached to this report. In addition, the Keizer Planning Department finds the location of the establishment to be properly zoned.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony from the applicant or other interested individuals and upon completion, the hearing be closed. It is further recommended the Council approve the application for a retail malt beverage liquor license for Lucky's Deli II under the guidelines as established by ORS 471.265 and the Ordinances of the City of Keizer and forward this recommendation to the Oregon Liquor Control Commission.

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
Application is being made for: ☐ DISPENSER, CLASS A ☐ DISPENSER, CLASS B ☐ DISPENSER, CLASS C ☐ PACKAGE STORE ☐ RESTAURANT ☒ RETAIL MALT BEVERAGE ☐ SEASONAL DISPENSER ☐ WHOLESALE MALT BEVERAGE & WINE ☐ WINERY ☐ Add Partner ☐ Additional Privilege ☐ Change Location ☐ Change Ownership ☐ Change of Privilege ☐ Greater Privilege ☐ Lesser Privilege ☒ NEW SITE	NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative. THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF _____ (Name of City or County) RECOMMENDS THAT THIS LICENSE BE: GRANTED _____ DENIED _____ DATE _____ BY _____ (Signature) TITLE _____

OTHER: SEP 2.60
RMB-Process-500
Receipt # 9814
 SEP 13 1999
 RECEIVED
 OREGON LIQUOR CONTROL COMMISSION
 SALEM REGIONAL OFFICE

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:
 1) LUCKY'S DELI LLC
 2) _____
 3) _____
 4) _____
 5) _____
 6) _____
 (EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name YAHWEH'S CAFE

3. New Trade Name LUCKY'S DELI II Year filed 1999
 with Corporation Commissioner

4. Premises address 5408 RIVER RD N. KEIZER MARION OR 97303
 (Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 7405 PARKPLACE DR NE KEIZER OR 97303
 (P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes _____ No X Year _____

7. If yes, to whom: _____ Type of license: _____

8. Will you have a manager: Yes X No X Name NOT AT START OF BUSINESS
 (Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No X

10. What is the local governing body where your premises is located? KEIZER, MARION
 (Name of City or County)

11. OLCC representative making investigation may contact: SYLVIA DIXON
8791 LIBERTY RD. S. SALEM, OR Home 371-8928 OR CELL 510-8619
 (Address) (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature
 (In case of corporation, duly
 authorized officer thereof)

DATE 8/6/99
 1) Sylvia Dixon
 2) _____
 3) _____
 4) _____
 5) _____
 6) _____

shall not permit the sale or service to, or consumption by, the general public or staff or employees of the facility. Nothing in this section shall prohibit the administration of distilled liquor upon prescription by a physician to patients, inmates or residents of the facility. [1975 c.494 §2; 1987 c.608 §7; 1995 c.301 §17b]

471.259 Bed and breakfast license. A bed and breakfast license may be issued to the owner or operator of a private residence that is not a boarding house but that accommodates transients for a limited duration and shall allow the sale or service by the licensee or any employee of malt beverages and wine containing not more than 21 percent alcohol by volume to guests for consumption on the licensed premises only. The license does not permit sale or service to or consumption by the general public or employees on the premises. [1985 c.649 §1; 1987 c.608 §8; 1989 c.171 §65; 1995 c.301 §17c]

471.260 Package store license. (1) A package store license shall allow the retail sale of certain specified types of alcoholic liquor in sealed packages. Except as otherwise provided in this section, package store licensees shall not permit the consumption of alcoholic liquor upon their licensed premises unless such licensee holds another license that permits such consumption.

(2) A package store license shall allow the sale of wine. A package store license shall allow the sale of malt beverages in brewery-sealed packages containing not more than two and one-quarter gallons. A package store license shall allow on-premises consumption only for the purpose of sample tastings of malt beverages and wine.

(3) Except as provided in ORS 471.402, no manufacturer or wholesaler may provide or pay for sample tastings of alcoholic beverages for the public on the package store licensee's premises. [Amended by 1973 c.395 §3; 1974 s.s. c.4 §3; 1985 c.546 §1; 1987 c.608 §9; 1989 c.178 §1; 1993 c.663 §4; 1995 c.58 §1; 1995 c.103 §4; 1995 c.301 §18; 1995 c.791 §1; 1996 c.18 §1]

471.262 Temporary license or authority for package store license applicant; revocation. (1) Upon receiving an application for a package store license as defined in ORS 471.260, the Oregon Liquor Control Commission may grant a temporary letter of authority for a period not exceeding 90 days, if it finds:

(a) The applicant is located in an area presently zoned for commercial use and presents documentation of such zoning to the commission.

(b) The applicant pays the fee prescribed by the commission for a temporary letter of authority.

(2) A temporary letter of authority issued under this section does not constitute a license for the purposes of ORS 183.310 to 183.550. The commission summarily and without prior administrative proceedings may revoke a temporary letter of authority at any time during the 90 days if:

(a) The commission finds that any of the grounds for refusing a permanent license under ORS 471.295 exist; or

(b) The city or county in which the applicant is located provides evidence of reasonable grounds to the commission:

(A) That the temporary letter of authority should be revoked; or

(B) That a package store license should not be issued. [1979 c.172 §2; 1995 c.301 §56]

471.264 When temporary event licensee exempt from temporary restaurant license requirement. An Oregon Liquor Control Commission licensee holding a malt beverage or wine license for a temporary event shall not be required to obtain a temporary restaurant license or mobile unit license pursuant to this chapter and ORS chapter 624 if no food or beverage is served other than wine or malt beverage in single-service containers or nonperishable food items, or both, that are exempted from licensure by the Health Division. [1981 c.200 §1; 1995 c.301 §38]

***→ 471.265 Retail malt beverage license.**

(1) A retail malt beverage license shall allow anyone operating a place of business where refreshments are served to sell malt beverages, hard cider containing not more than 10 percent alcohol by volume and wine containing not more than 14 percent by volume.

(2) A retail malt beverage license shall permit the licensee to sell malt beverages for consumption on the licensed premises, malt beverages in brewery-sealed packages for consumption off the licensed premises, not more than two gallons of malt beverages in a securely covered container or containers supplied by the purchaser for consumption off the licensed premises, hard cider for consumption on the licensed premises, hard cider in sealed containers for consumption off the licensed premises, wine for consumption on the licensed premises and wine in winery-sealed packages for consumption off the licensed premises. Sales of alcoholic beverages under a retail malt beverage license must consist principally of sales by the drink for consumption on the licensed premises.

(3) Such licensees shall not sell any malt beverages containing more than 14 percent alcohol by volume, nor wine containing more than 14 percent by volume. In the absence of municipal ordinance or local regulation to the contrary, such licensees shall be permit-

ted to allow dancing and to have and permit singing and other proper forms of entertainment upon the licensed premises. [Amended by 1967 c.580 §1; 1967 c.614 §§1,2; 1971 c.324 §1; 1973 c.103 §1; 1973 c.395 §4; 1985 c.546 §2; 1987 c.558 §2; 1987 c.608 §2; 1995 c.301 §18a; 1997 c.803 §5]

Note: Section 6, chapter 803, Oregon Laws 1997, provides:

Sec. 6. The amendments to ORS 471.265 by section 5 of this Act apply only to retail malt beverage licenses issued or renewed on or after January 1, 1998. [1997 c.803 §6]

471.267 Special retail beer and wine licenses. (1) The Oregon Liquor Control Commission may issue special retail beer licenses and special retail wine licenses.

(2) A special retail beer license may be issued for a picnic, convention, fair, civic or community enterprise, business promotion on a licensed premises or other special event. A special retail beer license authorizes the sale of malt beverages containing not more than 14 percent alcohol by volume for consumption on the licensed premises and in sealed containers for consumption off the licensed premises.

(3) A special retail wine license may be issued for a special auction, picnic, convention, fair, civic or community enterprise, business promotion on a licensed premises or other special event. A special retail wine license authorizes the sale of wine containing not more than 14 percent alcohol by volume for consumption on the licensed premises and in sealed containers for consumption off the licensed premises. [1995 c.599 §2]

471.270 Druggist license and sales on prescription. (1) A druggist license may be issued to any person operating a pharmacy, and who is, or who employs, a qualified pharmacist registered under the laws of this state. A druggist license shall allow the sale of all alcoholic liquors listed in the U. S. P. and N. F., in containers of not more than one quart capacity, upon prescriptions only, and with the limit of one quart on each prescription. No such licensee shall permit the drinking of such alcoholic liquors on the premises of any drug store, except that such drug store may hold a retail malt beverage license. Such licensee may purchase alcoholic liquor in excess of 14 percent of alcohol by volume from or through the Oregon Liquor Control Commission only.

(2) Registered pharmacists may fill a prescription containing alcoholic liquors of any kind for any physician duly licensed by this state, without regard to any local option laws or ordinances forbidding the sale of such liquors. Such prescription shall include the name and address of the person for whom it is prescribed, and shall be signed by the full name of the physician issuing it. It shall

be filled only once, and the person making the sale of such prescription shall write on its face the number of the prescription, and the date of the sale or delivery of the liquor. The person shall keep such prescription on file and available at all reasonable times to the inspection of the commission.

471.275 Public passenger carrier license. A license may be granted to any public passenger carrier or any corporation which operates an electric or steam railroad in this state, or which operates club, parlor or dining cars upon the lines of any railroad in this state, or to any corporation or person operating a boat or boats engaged in the transportation of passengers to or from any port of this state. Such license shall allow the sale and public consumption of malt beverages and wine containing not more than 14 percent alcohol by volume, upon such terms as the Oregon Liquor Control Commission shall prescribe. Railroad or boat licensees may be appointed by the commission to act as agents of the commission for the sale, in sealed packages, of alcoholic beverages containing more than 14 percent alcohol by volume on railroad trains or boats of such licensees. [Amended by 1987 c.608 §10; 1995 c.301 §18b]

471.280 Industrial alcohol license. An industrial alcohol license shall be issued to any person upon compliance with such regulations and conditions as may be determined by the Oregon Liquor Control Commission. Such licensees shall be authorized to manufacture and sell such proprietary and patent medicines, perfumes, lotions, flavoring extracts and other preparations unfit for beverage purposes, as may be approved by the commission.

471.285 Agent license. (1) An agent license shall allow the holder to sell, solicit or take orders for alcoholic liquors to and from the Oregon Liquor Control Commission only. No holder of an agent license shall have any right, title, lien, claim or interest, financial or otherwise, in, upon or to the premises, equipment, business or merchandise of any licensee authorized to sell alcoholic liquor at retail.

(2) Any person who has not had an agent license refused or revoked or whose license is not under suspension may exercise the privilege of the agent license immediately after transmitting an application for an agent license to the Oregon Liquor Control Commission with the fees required by ORS 471.290. The applicant must keep a copy of the application available for immediate inspection by any commission representative or peace officer until the applicant receives the license. [Amended by 1955 c.657 §4; 1957 c.221 §1; 1989 c.178 §2; 1997 c.249 §170]



City Council Meeting of

Agenda Item No.

To: Mayor and City Council

Thru: Wally Mull, City Manager

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

Subject: Liquor License Application of Lucky's Deli II (formerly Yaweh's Café)

Issue

Shall the City Council approve the liquor license application of Lucky's Deli II?

Background

The Keizer Police Department responded to 2 calls for service at the address of 5408 River Rd. N., from September 1, 1998 through August 31, 1999. Neither were in conflict with the ordinance, nor involved the sale/consumption of alcohol.

The applicant(s) Dixon has/have no criminal history on record.

Thus, the background review did not reveal any significant history or events that would be in conflict with the City of Keizer City Ordinance 95-318.

Recommendation

The Keizer Police Department recommends approval of the liquor license for Lucky's Deli II.

09/16/99 1023

B2673OR IB .REUR 2673 LEDS

QWHD.RLP.OR0241700.24884.PUR/L.NAM/DIXON,SYLVIA

ANN.DOB/100648.RAC/W.SEX/F.SOC/564742934

NO CCH CANDIDATES

IF THE SUBJECT OF YOUR INQUIRY IS 'ARRESTED' - SUBMIT STATE AND FBI ARREST
FINGERPRINT CARDS TO OSP IDENTIFICATION SERVICES SECTION TO ESTABLISH A STATE
AND FBI CRIMINAL HISTORY RECORD.

END OF MESSAGE

DISPLAY INCIDENTS CAR545 001007/23/97
RE AGEN:KZP DATE:090198 TO:083199 LOCATION:5408 RIVER
ESTIMATED NUMBER OF RAIN HITS:2 (PRESS "PF8" FOR ACTUAL COUNT.)

AGCY INC#	TP INCIDENT TYPE	LOCATION	DATE STAT
KZP 99-004111	I BURG BUS FORCE	05408 RIVER	RD N 050799 D
KZP 99-005568	I ALARM FLS BURG	05408 RIVER	RD N 061799 EN

ACTUAL NUMBER OF RAIN HITS:2

END OF CURRENT DATA BASE HITS.



City of Keizer, Oregon

PLANNING DEPARTMENT
COMMENT ON NEW
LIQUOR LICENSE
APPLICATION

LIQUOR ESTABLISHMENT: Lucky's Deli II

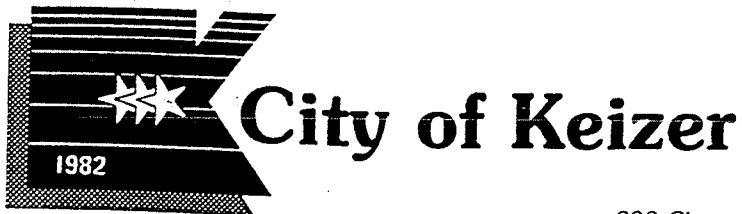
ADDRESS: 5408 River Rd N, Keizer

COMMENTS:

The above listed premise is located
within a CM (Commercial Mixed
Use) which permits the retail
sale of prepared foods. ~~is an~~

CITY PLANNER SIGNATURE: C. Vafakos

DATE: 9-28-99



City of Keizer

1982

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

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

September 21, 1999

Eva Blake
Claggett Creek Neighborhood Association
4960 Bailey Road NE
Keizer, OR 97303

Re: Retail Malt Beverage License-Lucky's Deli II

Dear Ms. Blake:

In February, 1995 the Keizer City Council adopted a Liquor License Review Ordinance in an effort to make Keizer a better and safer place to live and do business. The ordinance states business owners have a responsibility to contribute to, rather than jeopardize, the well-being of the community and liquor licensees should promote, sell and serve alcoholic beverages in a responsible manner which minimizes the risks associated with its use.

Recently, the City received an application for a Retail Malt Beverage License for Lucky's Deli II, located at 5408 River Road North, Keizer.

A notice was sent to all property owners within 200 feet to solicit comments on this application. In addition, we are notifying your neighborhood association for any potential comments you may have. You can give your comments orally at the public hearing scheduled for **Monday, October 4th at 7:00 p.m.** or you can provide written comments on this application. Please forward any written comments to Tracy L. Davis, City Recorder, P.O. Box 21000, Keizer, Oregon 97307. Your comments should be received no later than Wednesday, September 29, 1999.

If you have any questions regarding this process, please do not hesitate to contact me at 390-3700. Thank you for your interest to improve and maintain the livability of our community

Sincerely,

Tracy L. Davis, CMC
City Recorder

"Pride, Spirit and Volunteerism"

Incorporated 1982



City of Keizer

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

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

September 21, 1999

Dear Keizer Property Owner:

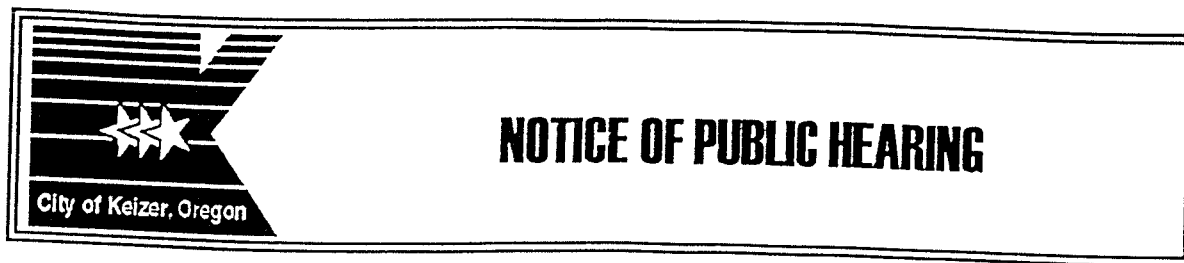
In February 1995 the Keizer City Council adopted a Liquor License Review Ordinance which provides an opportunity for the owners of property within 200 feet of a proposed liquor outlet to be contacted upon an application for a license. The City has received an application for a retail malt beverage license for Lucky's Deli II 5408 River Road North, Keizer, Oregon. Your property has been identified as being within this distance from the establishment.

You are invited to provide written comments or oral testimony at the public hearing scheduled for Monday, October 4th at 7:00 p.m. If you wish to provide written comments, please submit to Tracy L. Davis, City Recorder at P.O. Box 21000, Keizer, Oregon 97307 no later than 5:00 p.m. on September 29, 1999.

If you have any questions regarding this process, please do not hesitate to contact me at 390-3700, extension 108.

Sincerely,

Tracy L. Davis, CMC
City Recorder



NOTICE OF PUBLIC HEARING

NEW LIQUOR LICENSE APPLICATION LUCKY'S DELI II

NOTICE is hereby given that the City Council of the City of Keizer will hold a public hearing to consider a new liquor license application for Lucky's Deli II located at 5408 River Road N, Keizer, Oregon. This application is for a retail malt beverage license which will allow the establishment to sell beer and wine.

The hearing will be held on Monday, October 4, 1999 at 7:00 p.m. at the Robert L. Simon Council Chambers, Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon.

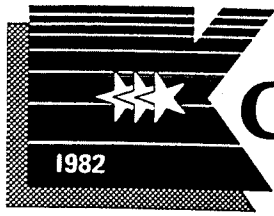
Anyone wishing to make comment on this matter may provide testimony at the hearing or submit written response to the City Recorder no later than 5:00 p.m. on October 4, 1999. Responses may be mailed to Tracy L. Davis CMC, City Recorder, P.O. Box 21000, Keizer, Oregon 97307.

The location of the hearing is accessible to the disabled. Please contact the City Recorder at 390-3700, extension 108 at least 48 hours prior to the hearing if you will need any special accommodations to attend or participate in the hearing.

If you have any questions, please contact the City Recorder at 390-3700, extension 108

Dated this 27th day of September, 1999.

Tracy L. Davis, CMC
City Recorder



City of Keizer

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

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

September 29, 1999

Sylvia Dixon
8791 Liberty Road S
Salem, Oregon 97302

Re: Lucky's Deli II Liquor License Application

Dear Ms. Dixon:

In September you filed an application for a retail-malt beverage liquor license for Lucky's Deli II, located at 5408 River Road N, Keizer. The application has been reviewed by the Keizer Police and also a copy was provided to the City Planning Department for any comment they may have. In 1995, the City of Keizer adopted an Ordinance establishing liquor license review procedures. Part of the guidelines specifies all property owners within 200 feet of the proposed liquor licensed establishment will have an opportunity to comment on the application. Notification to these property owners has been sent out. As of the writing of this letter, I have not received any written responses.

The Ordinance also requires a public hearing be held. I have scheduled this hearing for **Monday, October 4, 1999 at the 7:00 p.m.** City Council meeting. I have enclosed a copy of the ordinance for your information. The City Manager will be recommending approval of the application to be forwarded to the Oregon Liquor Control Commission.

If you have any questions regarding this process, please give me a call at 390-3700, extension 108.

Sincerely,

Tracy L. Davis, CMC
City Recorder

enc.

“Pride, Spirit and Volunteerism”

Incorporated 1982



October 4, 1999

AGENDA ITEM 6b

PRAIRIE CLOVER STREET LIGHTING DISTRICT

TO: MAYOR NEWTON AND CITY COUNCIL

FROM: WALLY G. MULL
CITY MANAGER

THROUGH: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: PUBLIC HEARING - To consider remonstrances or objections to formation of the Prairie Clover Street Lighting Local Improvement District and objections to an Ordinance spreading assessments to Prairie Clover Street Lighting Local Improvement District

ISSUE

1. Shall the City Council form the Prairie Clover Street Lighting Local Improvement District after conducting a public hearing to receive objections or remonstrances to its formation?
2. Shall the City Council adopt an ordinance spreading assessments in the Prairie Clover Street Lighting Local Improvement District after conducting a public hearing to receive written objections to the ordinance spreading those assessments to the district.

BACKGROUND

In March 1994, the Keizer City Council adopted Ordinance 94-278 relating to formation of street lighting local improvement districts within the City of Keizer.

On June 17, 1999, the developer of the Prairie Clover filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R99-1119 on July 17, 1999 to initiate formation of a street lighting local improvement district and directing the City Engineer to make a survey and file a written report with the City Recorder. On September 7, 1999 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to proposed assessments. On September 29, 1999 notice of the public hearing and intention to form the district and assess for the lighting improvements, as required under Ordinance 94-278, were provided by mail to the property owners.

ANALYSIS

Included within the agenda packet is the proposed resolution forming the Prairie Clover Street Lighting Local Improvement District and setting forth the time and manner of installing the street lights within that district. If the Council decides to form the street lighting district, the next step is to proceed with an ordinance spreading assessments.

Included within the agenda packet is the proposed ordinance to spread assessments to the properties benefited by the lighting district. The ordinance provides for first annual assessments and the procedure for determining second and future annual assessments. Following the City Council's adoption of the Ordinance spreading assessments, the City authorizes the appropriate utility company to install the poles and lights. Depending on the type of poles requested by the City, it takes the utility company from two to six months to have the lights on site and operational.

FISCAL IMPACT

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION

1. Open the public hearing to first consider oral objections and written remonstrances to formation of the Prairie Clover Street Lighting Local Improvement District.
2. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months.
3. Consider other objections to the formation of the district. The Council may suspend formation of the district without remonstrance of owners of two-thirds (2/3) of the land if the Council deems that action appropriate.
4. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are not presented to the Council at the public hearing, or other valid objections to formation are not presented, then consider objections to the scope, design or equipment proposed for the district.
5. After consideration of objections of the plans for the district, and if it appears that the Council will form the district, Council should next consider written objections to the proposed assessments which were filed with the City.
6. Close the public hearing.
7. Consider adoption of the resolution officially forming the lighting district.
8. If council forms the district, consider adoption of the proposed assessment ordinance. Council may adopt, correct, modify or revise the assessment against each lot in the district according to special and peculiar benefits accruing to the lot.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 FORMING THE PRAIRIE CLOVER STREET LIGHTING

4 LOCAL IMPROVEMENT DISTRICT

5
6 WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of
7 Prairie Clover Street Lighting Local Improvement District; and

8 WHEREAS, the City Council has adopted a Resolution approving the City Engineer's
9 Report for Prairie Clover Street Lighting Local Improvement District; and

10 WHEREAS, notice of public hearing to consider formation of street lighting district was
11 mailed as required by Ordinance 94-278; and

12 WHEREAS, the City Council conducted a public hearing to receive objections and
13 remonstrances to the formation of the street lighting district; NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that Prairie Clover Street
15 Lighting Local Improvement District is hereby formed, and that the street lights shall be
16 installed within a reasonable time and in the manner set forth in the City Engineer's Report
17 for Prairie Clover Street Lighting Local Improvement District.

18 PASSED this _____ day of _____, 1999.

19 SIGNED this _____ day of _____, 1999.

20
21 _____
22 Mayor

23
24 _____
25 City Recorder

2
3 A BILL FOR4
5 AN ORDINANCE SPREADING ASSESSMENTS TO
6 PRAIRIE CLOVER STREET LIGHTING LOCAL
7 IMPROVEMENT DISTRICT
8
910 Section 1. FINDINGS. The City Council of the City of Keizer makes the following
11 findings:

- 12 a. The City Council did heretofore declare its intention to install street lights to
-
- 13 serve an area known as Prairie Clover Street Lighting Local Improvement
-
- 14 District which is described as follows:

15 Prairie Clover - identified on the assessors
16 map 6 3W 26AA – lots 1-5 - in the City of
17 Keizer, County of Marion, State of Oregon;
1819 which includes the installation of three (3) - 100-watt high pressure sodium
20 Durastar 2000 flat lens luminaries mounted on four-foot long mast arms
21 attached to 25-foot aluminum poles, located within the subject local
22 improvement district, all in accordance with the City Engineer's Report for
23 Prairie Clover Street Lighting Local Improvement District.

- 24 b. The total initial cost of the Prairie Clover Street Lighting Local Improvement
-
- 25 District is \$704.08.
-
- 26 c. The per space/lot assessment formula was used for this district.
-
- 27 d. The improvements in the district have been or will be constructed as provided
-
- 28 in the Engineer's Report.
-
- 29 e. Notice was duly mailed to the benefited property owners on September 29,
-
- 30 1999.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for the Prairie Clover Street Lighting Local Improvement
13 District for each parcel and property benefited thereby for the first annual
14 assessment is the amount set opposite the description of each piece or
15 parcel of land as described in Prairie Clover Street Lighting District
16 Assessment Roll as set forth in Exhibit "A" attached, and that each piece or
17 parcel of land benefited by the improvements, to the full extent of the amount
18 so set opposite such piece or parcel and that the respective amounts
19 represent the proportionate benefits of said improvements to said respective
20 parcels of property, and the Council does hereby declare that each of the
21 parcels of property described in Prairie Clover Street Lighting District Roll as
22 set forth in Exhibit "A" attached is hereby assessed the first annual
23 assessment amount set opposite each respective description.

i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Prairie Clover Street Lighting Local Improvement District":

3- Poles and 100 Watt Luminaries	\$604.08
Engineering Costs	\$70.00
Administrative Fee	<u>\$30.00</u>
Total Assessments	\$704.08

ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

c. Mode of Collecting Assessments. Assessments for Prairie Clover Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

//////////

//////////

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Mayor

City Recorder

PRELIMINARY ASSESSMENT ROLL

PRAIRIE CLOVER
STREET LIGHTING DISTRICT

*Assessors Map 6 3W 26AA

Tax Lot #	Owners Name and Address	Cost per Lot	Lots	Assessment
2702	Dunn, Scott E 12710 Park SE Vancouver, WA 98684	\$140.82	5	\$704.08
TOTAL ASSESSMENT		\$704.08		



October 4, 1999

AGENDA ITEM 6C

JORDAN RUN STREET LIGHTING DISTRICT

TO: MAYOR NEWTON AND CITY COUNCIL

**FROM: WALLY G. MULL
CITY MANAGER**

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

SUBJECT: PUBLIC HEARING - To consider remonstrances or objections to formation of the Jordan Run Street Lighting Local Improvement District and objections to an Ordinance spreading assessments to Jordan Run Street Lighting Local Improvement District

ISSUE

1. Shall the City Council form the Jordan Run Street Lighting Local Improvement District after conducting a public hearing to receive objections or remonstrances to its formation?
2. Shall the City Council adopt an ordinance spreading assessments in the Jordan Run Street Lighting Local Improvement District after conducting a public hearing to receive written objections to the ordinance spreading those assessments to the district.

BACKGROUND

In March 1994, the Keizer City Council adopted Ordinance 94-278 relating to formation of street lighting local improvement districts within the City of Keizer.

On March 2, 1999, the developer of the Jordan Run filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R99-1120 on July 17, 1999 to initiate formation of a street lighting local improvement district and directing the City Engineer to make a survey and file a written report with the City Recorder. On September 7, 1999 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to proposed assessments. On September 29, 1999 notice of the public hearing and intention to form the district and assess for the lighting improvements, as required under Ordinance 94-278, were provided by mail to the property owners.

ANALYSIS

Included within the agenda packet is the proposed resolution forming the Jordan Run Street Lighting Local Improvement District and setting forth the time and manner of installing the street lights within that district. If the Council decides to form the street lighting district, the next step is to proceed with an ordinance spreading assessments.

Included within the agenda packet is the proposed ordinance to spread assessments to the properties benefited by the lighting district. The ordinance provides for first annual assessments and the procedure for determining second and future annual assessments. Following the City Council's adoption of the Ordinance spreading assessments, the City authorizes the appropriate utility company to install the poles and lights. Depending on the type of poles requested by the City, it takes the utility company from two to six months to have the lights on site and operational.

FISCAL IMPACT

The City initially pays the street lighting expense to the utility company as it is billed throughout the year. The operating cost of the lights is then billed to the property owners on an annual basis, thereby recovering the City's costs for bills paid throughout the year. In addition, the bills include the cost of the City Engineer's Report in the first year, and an administrative charge in the first and subsequent years to recover the City's cost for administering the lighting districts. All funds are budgeted through the Utility Fund.

RECOMMENDATION

1. Open the public hearing to first consider oral objections and written remonstrances to formation of the Jordan Run Street Lighting Local Improvement District.
2. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months.
3. Consider other objections to the formation of the district. The Council may suspend formation of the district without remonstrance of owners of two-thirds (2/3) of the land if the Council deems that action appropriate.
4. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are not presented to the Council at the public hearing, or other valid objections to formation are not presented, then consider objections to the scope, design or equipment proposed for the district.
5. After consideration of objections of the plans for the district, and if it appears that the Council will form the district, Council should next consider written objections to the proposed assessments which were filed with the City.
6. Close the public hearing.
7. Consider adoption of the resolution officially forming the lighting district.
8. If council forms the district, consider adoption of the proposed assessment ordinance. Council may adopt, correct, modify or revise the assessment against each lot in the district according to special and peculiar benefits accruing to the lot.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 FORMING THE JORDAN RUN STREET LIGHTING

4 LOCAL IMPROVEMENT DISTRICT

5
6 WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of
7 Jordan Run Street Lighting Local Improvement District; and

8 WHEREAS, the City Council has adopted a Resolution approving the City Engineer's
9 Report for Jordan Run Street Lighting Local Improvement District; and

10 WHEREAS, notice of public hearing to consider formation of street lighting district was
11 mailed as required by Ordinance 94-278; and

12 WHEREAS, the City Council conducted a public hearing to receive objections and
13 remonstrances to the formation of the street lighting district; NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that Jordan Run Street
15 Lighting Local Improvement District is hereby formed, and that the street lights shall be
16 installed within a reasonable time and in the manner set forth in the City Engineer's Report
17 for Jordan Run Street Lighting Local Improvement District.

18 PASSED this _____ day of _____, 1999.

19 SIGNED this _____ day of _____, 1999.

20
21 _____
22 Mayor

23
24 _____
25 City Recorder

2
3 A BILL FOR4
5 AN ORDINANCE SPREADING ASSESSMENTS TO
6 JORDAN RUN STREET LIGHTING LOCAL
7 IMPROVEMENT DISTRICT
89
10 Section 1. FINDINGS. The City Council of the City of Keizer makes the following
11 findings:

- 12 a. The City Council did heretofore declare its intention to install street lights to
-
- 13 serve an area known as Jordan Run Street Lighting Local Improvement
-
- 14 District which is described as follows:

15 Jordan Run - identified on the assessors map
16 7 3W 11AB -- lots 1-10 - in the City of Keizer,
17 County of Marion, State of Oregon;
1819 which includes the installation of four (4) - 100-watt high pressure sodium
20 Durastar 2000 flat lens luminaries mounted on four-foot long mast arms
21 attached to 25-foot aluminum poles, located within the subject local
22 improvement district, all in accordance with the City Engineer's Report for
23 Jordan Run Street Lighting Local Improvement District.

- 24 b. The total initial cost of the Jordan Run Street Lighting Local Improvement
-
- 25 District is \$678.08.
-
- 26 c. The per space/lot assessment formula was used for this district.
-
- 27 d. The improvements in the district have been or will be constructed as provided
-
- 28 in the Engineer's Report.
-
- 29 e. Notice was duly mailed to the benefited property owners on September 29,
-
- 30 1999.

1 f. A meeting of the City Council was held at the time and place fixed by public
2 notice for the purpose of considering any such written objections to the
3 proposed assessments.

4 g. No written objections to the proposed assessments were filed.

5 h. The Council has considered the matter and determined that construction of
6 said improvements was and is of material benefit to the City, and all the
7 property to be assessed therefore will be specially benefited by the
8 improvements in the amounts shown on the assessment roll.

9 NOW, THEREFORE, the City Council of the City of Keizer ordains as follows:

10 Section 2. ASSESSMENTS.

11 a. First Annual Assessment. It is hereby determined that the share of the cost
12 of the improvements for the Jordan Run Street Lighting Local Improvement
13 District for each parcel and property benefited thereby for the first annual
14 assessment is the amount set opposite the description of each piece or
15 parcel of land as described in Jordan Run Street Lighting District Assessment
16 Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land
17 benefited by the improvements, to the full extent of the amount so set
18 opposite such piece or parcel and that the respective amounts represent the
19 proportionate benefits of said improvements to said respective parcels of
20 property, and the Council does hereby declare that each of the parcels of
21 property described in Jordan Run Street Lighting District Roll as set forth in
22 Exhibit "A" attached is hereby assessed the first annual assessment amount
23 set opposite each respective description.

- i. Summary of first annual assessment costs for formation of the lighting district to serve the area known as "Jordan Run Street Lighting Local Improvement District":

3- Poles and 100 Watt Luminaries	\$478.08
Engineering Costs	\$140.00
Administrative Fee	<u>\$60.00</u>
Total Assessments	\$678.08

- ii. The Recorder of the City of Keizer is hereby directed to send a notice of first annual assessment to each owner of assessed property by mail within ten (10) days after this Ordinance levying the first annual installments is passed. The notice shall include information that an application to make installment payments may be filed with the City if the assessment is collected directly from the property owner and not pursuant to ORS 223.866.

- b. Second and Subsequent Annual Assessments. After a municipal lighting district has been formed in accordance with City of Keizer Ordinance 94-278, the second and subsequent annual assessments shall be spread by Resolution which may include changes in the mode of collecting the assessment. The method of assessment and notification for subsequent annual assessments shall be determined in accordance with City of Keizer Ordinance 94-278.

- c. Mode of Collecting Assessments. Assessments for Jordan Run Street Lighting Local Improvement District shall be collected pursuant to ORS 223.866.

////////

////////

d. Lien on Property. The assessment shall be entered as a lien against the benefited property in the City Lien Docket.

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Mayor

City Recorder

PRELIMINARY ASSESSMENT ROLL

JORDAN RUN SUBDIVISION
STREET LIGHTING DISTRICT

*Assessors Map 7 3W 11AB

<u>Address</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
3918 Angie Way	Welcome Homes	\$67.81	9	\$610.29
3919 Angie Way	19141 River Road N			
3928 Angie Way	St. Paul, OR 97137			
3938 Angie Way				
3948 Angie Way				
3958 Angie Way				
3968 Angie Way				
3978 Angie Way				
3988 Angie Way				
3998 Angie Way	Robert & Carroll Biggs 428 Idylwood Drive SE Salem, OR 97302	\$67.81	1	\$67.81
Total Assessment:		\$678.08		



October 4, 1999

AGENDA ITEM 7a

**RESOLUTION – DECLARATION OF VACANCY – COUNCIL
POSITION NUMBER ONE**

COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCILOR MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: RESOLUTION – DECLARATION OF COUNCIL POSITION NUMBER ONE
VACANCY

ISSUE:

In November, 1996 Garry Whalen was elected to Keizer City Council Position Number One. On September 29, 1999 Councilor Whalen tendered his resignation from this position. The City Charter specifies the Council shall declare an office vacant upon the resignation of a Council member. A vacant elective office shall be filled by appointment by a majority vote of the Council.

RECOMMENDATION:

It is hereby recommended the Council adopt the attached resolution declaring a vacancy for Council Position Number One. It is also recommended the Council announce the process that will be used to appoint a person to fill this vacancy.

September 29, 1999

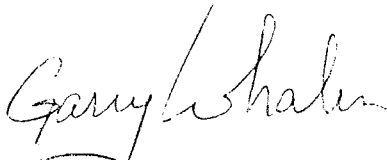
Mayor Newton and City Council Members:

I am submitting my resignation from the City Council effective Wednesday, September 29, 1999. There are several important issues facing Keizer over the next few months. Chemawa Activity Center, siting of a new grade and middle school, expansion plan and natural treatment system for Willow Lake Treatment facility and recruitment of a new City Manager head the list.

However, at this time my personal focus needs to be more on my family and business. I've enjoyed the opportunity and responsibility to hold elected office in Keizer for over 10 years on both the Keizer Water District and the City Council. While I have made some mistakes, those mistakes were not connected at all with any city business and have not effected my ability to be an effective Councilor.

I am proud of my contributions to the current council and believe that individually and collectively the business of the City has been conducted fairly, effectively, and impartially. I will continue to participate in Keizer as my other responsibilities allow. Thanks to my family, the Council, staff, and citizens who have helped and supported me in my role as a City Councilor.

Sincerely,



Garry Whalen

SECTION 23. (This section left intentionally blank.)

CHAPTER VI ELECTIONS

SECTION 24. REGULATION OF ELECTION GENERALLY. Except as this charter provides otherwise, or the council provides otherwise by ordinances, general laws of the state apply to city elections.

SECTION 25. TIE VOTES. In the event of a tie vote for candidates for an elective office, the successor candidate shall be determined by a public drawing of lots in a manner prescribed by the council.

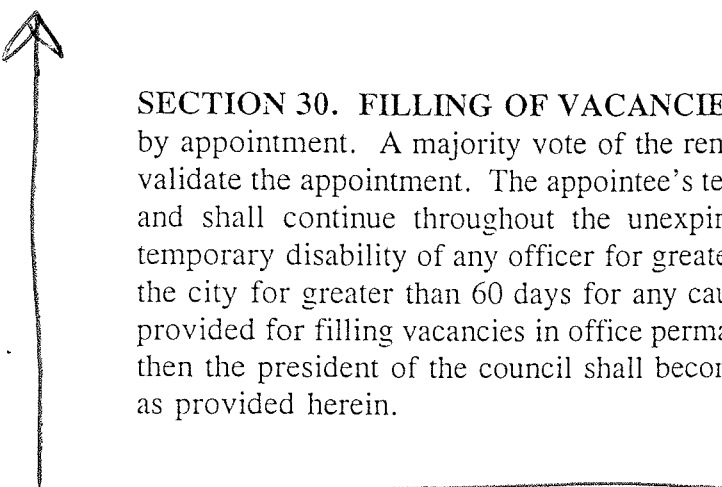
SECTION 26. COMMENCEMENT OF TERMS OF OFFICE. The term of office of an elective officer who is elected at a general election begins at the first council meeting of the year immediately after the election and continues until the successor to the office assumes the office.

SECTION 27. OATH OF OFFICE. Before assuming city office, an officer shall take an oath or shall affirm that he or she will faithfully perform the duties of the office and support the constitution and laws of the United States and of the State of Oregon.

SECTION 28. NOMINATIONS. A qualified elector who has resided continuously in the city during the 12 months immediately preceding an election may be nominated for an elective city office to be filled at the election. The nomination shall be by a petition that specifies the office sought. The petition shall be signed by not fewer than 120 electors.

CHAPTER VII VACANCIES IN OFFICE

SECTION 29. WHAT CREATES VACANCY. An office shall be deemed vacant upon the incumbent's death; adjudicated incompetence; conviction of a felony, other offense pertaining to his or her office; or unlawful destruction of public records; resignation; recall from office; or ceasing to possess the qualifications for the office; upon the failure of the person elected or appointed to the office to qualify therefor within ten days after the time for his or her term of office to commence; or in the case of a mayor or councilor, upon his or her absence from the city for 30 days without the consent of the council or upon his or her absence from meetings of the council for 60 days without like consent, or upon the incumbent's removal of his or her principal residency from the city, and upon a declaration by the council of the vacancy.



SECTION 30. FILLING OF VACANCIES. Vacant elective offices in the city shall be filled by appointment. A majority vote of the remaining members of the council shall be required to validate the appointment. The appointee's term of office shall begin upon his or her appointment and shall continue throughout the unexpired term of his or her predecessor. During the temporary disability of any officer for greater than 60 days or during a temporary absence from the city for greater than 60 days for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently. Should the office of mayor become vacant, then the president of the council shall become mayor and the council shall appoint a councilor as provided herein.

CHAPTER VIII ORDINANCES

SECTION 31. ENACTING CLAUSE. The enacting clause of all ordinances hereafter enacted shall be, "The City of Keizer ordains as follows:"

SECTION 32. MODE OF ENACTMENT.

- (1) Except as the second and third paragraphs of this section provide to the contrary, every ordinance of the council shall, before being put upon its final passage, be read fully and distinctly in open council meeting on two different days.
- (2) Except as the third paragraph of this section provides to the contrary, an ordinance may be enacted at a single meeting of the council by unanimous vote of all councilors present, upon being read first in full and then by title.
- (3) Any of the readings may be by title only if no councilor present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each councilor and three copies are provided for public inspection at city hall not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at the city hall and two other public places in the city or by advertisement in a newspaper of general circulation in the city. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless such section incorporating such a difference is read fully and distinctly in open council meeting as finally amended prior to being approved by the council.
- (4) Upon the final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 DECLARING A VACANCY FOR CITY COUNCIL POSITION NUMBER ONE

4
5 WHEREAS, Councilor Garry Whalen who was elected to City Council Position
6 Number One in November 1996 has tendered his resignation effective September 29,
7 1999;

8 WHEREAS, the City Council has accepted such resignation;

9 WHEREAS, the City Charter calls upon the Council to declare such office
10 vacant upon resignation; NOW, THEREFORE

11 BE IT RESOLVED that the City Council of the City of Keizer hereby declares
12 Council Position Number One vacant.

13
14 PASSED this ____ day of _____, 1999.

15 SIGNED this ____ day of _____, 1999.

16
17 _____
18 Mayor

19
20 _____
21 City Recorder
22

Process Outline/Timeline to Fill Council Position Number One Vacancy

October 4, 1999

- City Council accepts the resignation of Councilor Garry Whalen
- City Council adopts Resolution Declaring Council Position Number One Vacant

October 5, 1999

- City Manager Prepares Press Release announcing any citizen interested in applying to fill the vacancy and meeting the qualifications as outlined in the City Charter, submit a letter of interest to the City by October 29, 1999.

November 8, 1999

- The City Council will meet in Special Session to vote on the appointment to fill the vacancy of Council Position Number One.

November 15, 1999

- The newly appointed Councilor will be sworn in at the beginning of the regular meeting of the Keizer City Council.



October 4, 1999

AGENDA ITEM 7b

APPOINTMENT OF COUNCIL PRESIDENT

COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCILOR MEMBERS

**THROUGH: WALLY G. MULL
CITY MANAGER**

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

SUBJECT: APPOINTMENT OF COUNCIL PRESIDENT

ISSUE:

Councilor Whalen tendered his resignation effective September 29, 1999. At the time of his resignation, Councilor Whalen was serving as the Council President. The Council procedures specify that the Councilor with the longest continuous tenure who has not served as Council President will be nominated. Others may be nominated from the Council. Presently, Councilor Christopher has served the longest tenure on the City Council and has not previously served as Council President.

RECOMMENDATION:

It is hereby recommended the Council nominate and appoint a member of the Council to serve as Council President until January 2, 2001.

CITY OF KEIZER COUNCIL PROCEDURES

*Council
President
Appointment*

1. **MEETINGS.** The Council will meet in regular session on the first and third Monday of each month at 7:00 p.m. in the Council Chambers or at another place in the City which the City Council designates. At the first meeting of the Council in each odd-numbered year, the Council as per the Charter will elect a president from its members. The Councilor with the longest continuous tenure who has not served as president will be nominated. Others may be nominated from the Council.

2. **REGULAR MEETINGS ON LEGAL HOLIDAYS.** Should the regular meeting of the Council fall on a legal holiday (ORS Chapter 187), the Council will meet on the following day.
3. **SPECIAL MEETINGS AND STUDY SESSIONS.** The Mayor, upon his or her own motion may, or at the request of three members of the Council shall, by giving notice thereof to all members of the Council, call a special meeting of the Council for a time after the notice is given. Special meetings of the Council may also be held at any time by the common consent of all the members of the Council. Study sessions by the Council may be held in accordance with Oregon law and the City Charter whenever special circumstances require such a session.
4. **EXECUTIVE SESSIONS.** Executive sessions shall be held in accordance with Oregon law.
5. **OPEN MEETINGS.** All meetings will be held in accordance with public meeting requirements of Oregon law. No action by the Council shall have legal effect unless the motion and the vote by which it is disposed of take place at proceedings open to the public.
6. **QUORUM.** A majority of the incumbent members of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance. In the absence of both the Mayor and Council President at a meeting where a quorum is present, the office of both or either may be filled pro tem from the Councilors present and business will be transacted as though the regular officials were present.
7. **DECORUM.**
 - a) Roberts Rules of Order, Newly Revised, will be used as guidance for the conduct of Council meetings. If any conflict exists, the provisions of this Resolution will take precedence. The Council President will act as parliamentarian with support from the City Attorney when present.
 - b) Except by permission of the presiding officer, Councilors will address their remarks to the Council and not to the audience.

Adopted 5-15-95



October 4, 1999

AGENDA ITEM 7C

**RESOLUTION – RATIFYING AND AUTHORIZING CITY
MANAGER TO SIGN KEIZER POLICE ASSOCIATION
AGREEMENT**

CITY COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: H. MARC ADAMS
CHIEF OF POLICE

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY
OF KEIZER AND THE KEIZER POLICE ASSOCIATION

BACKGROUND:

The current collective bargaining agreement between the City of Keizer and the Keizer Police Association expired on June 30, 1999. During April 1999 the City and the KPA began good faith bargaining. As a result of these bargaining sessions we have temporarily agreed upon a new collective bargaining agreement subject to approval by both the City Council and the rank and file members of the KPA.

The KPA has ratified the agreement.

ISSUE:

A copy of the proposed agreement is in your packet. The Council needs to vote to accept or reject the proposed agreement

RECOMMENDATION:

It is recommended the City Council accept the agreement and authorize the City Manager and the Chief of Police to sign the agreement.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZING THE
4 CITY MANAGER TO ENTER INTO COLECTIVE BARGAINING AGREEMENT
5 WITH KEIZER POLICE ASSOCIATION
6

7 BE IT RESOLVED by the City Council of the City of Keizer that the City
8 Manager is hereby authorized to sign a three-year collective bargaining agreement
9 with the Keizer Police Association.

10 BE IT FURTHER RESOLVED said agreement, which is attached hereto and by
11 this reference incorporated herein, is effective July 1, 1999 through June 30, 2001.
12

13 PASSED this ____ day of _____, 1999.

14 SIGNED this ____ day of _____, 1999.

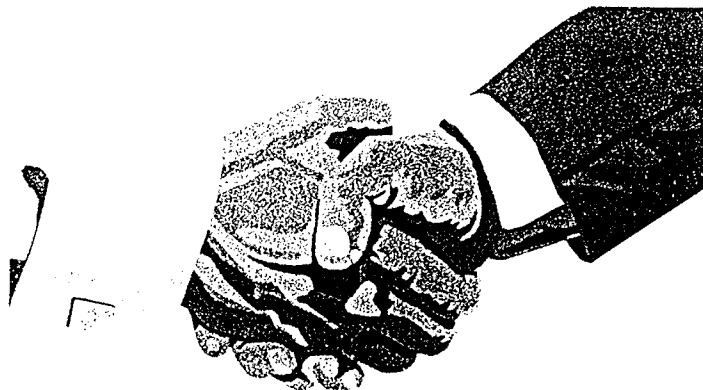
15
16 _____
17 Mayor
18

19 _____
20 City Recorder
21

DRAFT
9/9/99

DRAFT
9/9/99

COLLECTIVE BARGAINING AGREEMENT



BETWEEN
THE CITY OF KEIZER, OREGON
AND THE
KEIZER POLICE ASSOCIATION

July 1, 1999 – June 30, 2001

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PREAMBLE

This agreement is entered into by the City of Keizer, Oregon, hereinafter referred to as “City”; and the Keizer Police Association, hereinafter referred to as the “Association.”

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

Section 1.1 Bargaining Unit

The City recognizes the Association as the exclusive collective bargaining agent for matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and conditions of employment for all regular and regular part-time employees in the following classifications:

- A. Police Officer
- B. Police Support Specialist
- C. Community Service Officers
- D. Community Services Specialist

Section 1.2 Definitions

The term “regular part-time employee” means any employee of the City who works and receives salary from the City for thirty (30) hours or less per week or less than 1500 hours in any calendar year, but does not include:

- A. Persons engaged as independent contractors.
- B. Seasonal, emergency or casual workers whose periods of employment with the City do not total 600 hours in any calendar year.
- C. Nothing in this Section shall prevent a regular part-time employee from working forty (40) hours per week, provided the hours are authorized by the City and the employee consents to the additional work hours and provided total work hours do not exceed 1500 hours in any calendar year. In the event, however, that a regular part-time employee is required by the City to work more than thirty (30) hours in a week, the employee shall be entitled to accrue vacation and sick leave at the accrual rate for regular full-time employees. Otherwise, regular part-time employees will accrue such benefits, leaves, etc. on a prorated basis.

The term “Chief” means the Police Chief of the City of Keizer, or the Chief’s designee.

Section 1.3 New Classifications

When any new classification not listed in Section 1.1 above is established by the City and assigned to the bargaining unit, the City shall designate a pay rate for the new classification. The City shall then notify the Association in writing of the pay rate and furnish the Association with a copy of the new classification specification. In the event the Association does not concur in the pay rate, the Association shall notify the City in writing of such within ten (10) days of its receipt

Section 1.3 New Classifications (continued)

of the City notice. Within fifteen (15) days of such notice by the Association of its objection to the pay rate of the new classification, the City and Association shall negotiate the pay rate.

If after thirty (30) days of negotiations, the parties have not resolved the issue, an arbitrator shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four. Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

In the event the City intends to establish a new classification within the Police Department and outside the bargaining unit, the City will notify the Association of its intention in writing, provide a copy of the classification description and, if requested to do so, discuss with the Association whether the classification should be a bargaining unit position. The City intends for this process to occur prior to City Council review and approval, however, the City is not contractually obligated by this Article to refrain from presenting any matter to the City Council. If the parties are unable to agree, the dispute will be resolved under PECBA procedures before the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

The City retains all the customary, usual, and exclusive rights connected with the responsibility to manage the affairs of the Department. The City shall retain the exclusive right to exercise all the customary functions of management, including but not limited to:

- A. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
- C. To develop work rules and operating procedures not inconsistent with this agreement.
- D. To promote, transfer, lay-off, and to discipline, demote and discharge employees for just cause.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probably that the City will subcontract work currently performed by the bargaining unit. Negotiations and mediation regarding the decision and impact of subcontracting shall continue for no longer than thirty (30) calendar days from the receipt of the City's written notice. The first negotiation session shall be scheduled no later than fourteen (14) calendar days from receipt of the City's notice. If not settled after thirty (30) days, the issue will be submitted to an arbitrator who shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four.

Section 2.3 Volunteer Utilization

- A. Reserves and other volunteer personnel may be used to perform police related tasks and auxiliary functions as determined by the Chief, including but not limited to providing law enforcement services at public events and providing law enforcement related services not restricted by Section 2.4.
- B. The City may utilize Reserve Police Officers to perform the following duties without violating Section 5.3, Overtime, or Section 2.4, Work Preservation.
 - 1. Prisoner supervision and transports;

Section 2.3 Volunteer Utilization (continued)

2. Mental patient supervision and transportation;
 3. Selective enforcement details provided the City has afforded the opportunity to Association members;
 4. Crime scene security provided the City has afforded the opportunity to Association members;
 5. School event security provided the City has afforded the opportunity to Association members;
 6. Selective enforcement details such as holiday residential patrol, vacation checks, Christmas lighting routes, handicap parking violation checks, residential security checks, or similar duties customarily performed by Reserve Police Officers consistent with past practice;
 7. Search and rescue operations;
 8. Any other duties mutually agreed between the City and the Association.
- C. Nothing in this section prevents Reserve Police Officers from performing their primary duties, supplementing the Patrol Division, or furthering their own experience as outlined in Section 19.19.00, Reserve Unit, in the KPD Policy and Procedures Manual.

Section 2.4 Work Preservation

Reserves and auxiliary volunteer personnel will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities, nor take away overtime opportunities.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of these rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, handicapped status, or political affiliation. Nothing in this section shall prohibit the City from establishing bona fide occupational criteria.

Section 3.3 Gender References

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3.4 Negotiations

The composition of the Association's negotiating team shall be determined by the Association. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Association's negotiating team without loss of pay relative to securing agreement renewal, to the extent that such meetings are scheduled during the duty hours of the members so attending. Negotiating team members who are on duty for all or a portion of any negotiating session, if any must be assigned to different shifts or be from different sections of the Department. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of their expected absence for the purpose of this section. Such absences shall not hamper the normal operations of the department and the City shall not incur any liability for overtime pay under the provisions of this Article.

Section 3.5 Grievances

The City also agrees to allow time off without loss of pay for employees directly involved in meetings under the Grievance Procedure. No more than two (2) employees shall be off for this purpose at any one time.

ARTICLE 3 – ASSOCIATION RIGHTS (CONTINUED)

Section 3.6 Checkoff

The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable.

Section 3.7 Fair Share and Religious Objections

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a payment in lieu of dues as defined in ORS 243.560(16).

The non-association of employees, based on bona-fide religious tenets or teachings of a church or religious body of which the employee is a member, shall be guarded as provided for under ORS 243.666(1).

Section 3.8 Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Police Department to be used exclusively by the Association for the posting of notices relating to the Association.

Section 3.9 Right of Access

Subject to the due process provision of this Agreement, Association representatives and agents of the Association shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Police Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required, and the name of the person(s) to whom they wish to speak. Such permission shall not be unreasonably withheld and if withheld, reasons for the withholding shall be given at that time to the agent of the Association. Association representatives and agents of the Association shall not unreasonably interfere with an employee's work. This Article is not intended to be used for membership drives or recruiting of new members.

ARTICLE 3 – ASSOCIATION RIGHTS (CONTINUED)

Section 3.10 Use of Buildings

The Association may use, in accordance with established City rules applicable to other groups within the community, City facilities during employee's non-work hours (as defined in this Agreement) for Association meetings provided such space is available. Request for use of facilities within the Police Department shall be approved by the Chief or designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

The parties agree to the primary principle that Association activities will be normally carried on outside an employee's duty and working hours.

Section 3.11 Association Meetings

Association members shall be permitted to attend regular monthly membership meetings on duty time. On-duty members will be expected to respond to their duty responsibilities during membership meetings. Except for emergency meetings, the Association agrees to schedule these meetings during non-peak periods of Department's business and such Association meetings shall not conflict with the regularly scheduled Department briefing periods. Members attending Association meetings on duty will limit their attendance to one (1) hour.

Section 3.12 Association Business

The Association agrees that members of the Association selected to serve as official representatives will be currently certified in writing to the City Manager. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, “strike” means an employee’s refusal in concerted action with others to report for duty, or the employee’s willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner, is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day’s work for a fair day’s pay, the Association pledges agreement with the objective of achieving the highest level of employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing departmental productivity.

ARTICLE 5 – WORKING CONDITIONS

Section 5.1 Hours of Work

- A. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and unpaid meal periods.
- B. Regular Work Weeks: All employees shall be scheduled to work a regular work week. The City and the Association have recognized the following regular work weeks:
 - 1. 12-Hour Work Schedule: This schedule shall consist of a consecutive twelve (12) hour workday. This work schedule shall consist of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour work days followed by three (3) consecutive days off. Day Shift shall be 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours. Employees assigned to this work schedule shall receive four (4) hours of compensatory time each pay period pursuant to Section 5.1 (C) below.
 - 2. 5/8 Work Schedule: The 5/8 work schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) consecutive hours of work.
 - 3. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, with the exception of days off during days-off rotation. The workday shall consist of ten (10) consecutive hours of work.
 - 4. 4/12 Work Schedule: The 4/12 work schedule shall consist of four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off. The work days shall consist of twelve (12) consecutive hours of work. Day Shift shall be from 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours. Employees assigned to this work schedule shall receive four (4) hours of compensatory time each pay period pursuant to Article 5.1(C) below.

Section 5.1 Hours of Work (continued)

5. Work Schedule for Community Services Specialist: The Community Services Specialist will schedule their hours and days of work, in consultation with their immediate supervisor, fourteen (14) days in advance, in order to meet community and operational needs. The Community Services Specialist, in consultation with their immediate supervisor, shall have the ability to elect to take off hour for hour, hours worked in excess of forty (40) hours in that work week, or to receive
 6. overtime pay or compensatory time for hours worked in excess of forty (40) hours provided, however, that all overtime payments must be approved in advance by the supervisor.
- C. Shift Comp Days: While working under the 12-hour work schedule pursuant to Article 5.1 (B)1 or the 4/12 work schedule pursuant to Article 5.1(B)4, each officer will work a total of 168 hours in each 28-day work period. To compensate for the extra eight (8) hours worked during the 28-day work period, the City will give each officer four (4) hours of compensatory time each pay period.
- D. Schedule Work Weeks: Generally, the following regular scheduled work weeks for bargaining unit members listed will be recognized by the City and the Association:
1. Patrol Division: Pursuant to Article 5.1(B)1; as set forth in Attachment B;
 2. Patrol Support Division: A 5/8 work schedule pursuant to Article 5.1(B)3; detectives may be regularly scheduled to start work as early as 0700 hours and regularly scheduled to end work no later than 1800 hours without regard to Article 5.1(E);
 3. Community Services Specialist: A 5/8-work schedule pursuant to Article 5.1(B)5.
- E. Changes In and Other Work Weeks: After having given fourteen (14) days written notice to the Association, the City may adopt a change from one to another of the regular work weeks recognized in Article 5.1(B), or may adjust start/stop times for any employee or group of employees for bona-fide operational reasons.

Prior to making a change in regular work week recognized in Article 5.1(B), a committee composed of three (3) Association members and three (3) members of Management will meet for not more than seven (7) days to discuss the change and make recommendations to the Chief. The Association and the City may employ, by written agreement, any other work week as a regularly scheduled work week.

Section 5.1 Hours of Work (continued)

- F. Shift Trading: Two (2) employees may agree in writing, solely at their option and with the advance written approval of the Chief or shift supervisor, to substitute for one another during scheduled hours of work. Substitution may be denied on a case-by-case basis due to operational needs, overtime or other scheduling impacts.

Even though one employee, substitutes for another, each employee will be credited as if each employee has worked the normal work schedule and as if the substitution had not occurred. The hours worked during the substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computations. Each agreement to substitute must be separately approved by the Chief, must be made for the convenience of the employees, and must not be required by the City. The City shall have no obligation to keep track of substitutions, or to insure that a substitution is reciprocated. Shift trades involving probationary employees may be denied by the City based on the City's determination of the officers training needs; a FTO and officer in training may not trade shifts unless a supervisor approves a trade involving both and both agree to switch shifts. The parties agree that shift trades will continue to be allowed in accordance with current practice.

- G. Shift Rotation and Bidding: Shift rotation while working a schedule pursuant to 5.1(B)1, or 5.1(B)4 will occur on a quarterly basis, as near as possible to the months of March, June, September and December, or as otherwise agreed by the City and the Association. The new shift schedule will be posted thirty (30) days in advance of shift rotation. This schedule is based on no overtime expense to the City by virtue of rotation, and no officer will work more than 168 hours without overtime in the 28-day work period when rotation is affected.

Commencing with the shift rotation pursuant to 5.1(B)3 beginning June, 1999, the employees shall bid shifts on the basis of seniority as defined in Article 12 of this Agreement. Employees shall commence bidding by May 1, 1999, and shall bid the following four (4) rotations. A like bid shall prior to May 1 of each year. Employees may not bid the same shift rotation more than two (2) consecutive times. Employees in specialized assignments who are involuntarily assigned to patrol shall be entitled to bump on the basis of seniority. Employees who voluntarily leave a specialty assignment shall be placed on the shifts vacated by the employee replacing them. Vacancies in the patrol schedule resulting from promotions or reassignments, unless otherwise covered above, shall be subject to rebid on the basis of seniority.

Section 5.1 Hours of Work (continued)

- H. Training: Consistent with past practices, the City may alter the regular shift schedules of the employee to enable an employee to attend training as part of the work schedule, as a condition of approving attendance at the training. Article 5.1(D) does not apply to schedule changes to enable an employee to attend training. Scheduling under this section shall provide at least eight (8) hours off between shifts.
- I. Shift Reassignment: When an officer is assigned to a different shift schedule due to Division reassignment, the officer's hours of work will be adjusted without cost to the City to ensure that the officer does not work in excess of 160 hours in a 28-day period.

Section 5.2 Rest Periods and Meal Period

- A. Rest Periods: Except for emergencies, employees shall receive two (2) rest periods of fifteen (15) minutes each during each work day. These periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event these periods cannot be taken.
- B. Meal Periods: Except as required by operational necessity as determined by the shift supervisor, employees classified as Police Officers and CSO's shall have an uninterrupted thirty (30) minute meal period on duty time as close as reasonably possible to the middle of each shift. Meal periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event these periods cannot be taken. Other employees shall have regular uninterrupted meal periods up to one (1) hour without pay. In the event employees are assigned to a ten (10) or twelve (12) hour shift, employees may take reasonable breaks subject to the operational needs as determined by the shift supervisor.

Section 5.3 Overtime

No overtime shall be worked unless authorized by the Police Chief or designee.

- A. Hours Worked Defined: The following shall be regarded as hours worked for the purpose of computing overtime hours for employees.
 - 1. Holidays;
 - 2. Vacation leave;
 - 3. Paid sick leave;
 - 4. Time on the job;
 - 5. Time participating in activities, training, briefing, meetings, or other conferences if so directed by the City;
 - 6. Travel time when it constitutes "hours worked" under the FLSA.

Section 5.3 Overtime (continued)

- B. Overtime: Overtime shall be considered as time worked in excess of the employee's regularly scheduled work day or work week.
- C. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half per hour computed to the nearest fifteen (15) minutes. Each payment shall be made at the employee's rate of pay that is being earned at the time of payment.
- D. Compensatory Time: Employees may elect to accrue compensatory time in lieu of overtime payments with the City's concurrence. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Earned compensatory time may be taken off with supervisor approval.. Employees may accumulate up to forty (40) hours of compensatory time and no more than twenty-four (24) hours may be carried forward into the next fiscal year. Compensatory time accrued in excess of twenty-four (24) hours will be paid during the last pay period of the fiscal year. The parties recognize that accrued compensatory time is compensation and, therefore, if such compensatory time hours cannot be taken, the employee shall be allowed to cash in the accrued compensatory time as provided in Part E below. Any denial of compensatory time by the City shall be done in writing with a justification for the denial. The City may purchase all or any portion of the compensatory balance of any employee at any time. The employee may cash in all or any portion of the compensatory time balance of the employee with approval of the Chief.
- E. Payment for Compensatory Time or Overtime: The City may purchase, or the employee may cash in, all or any portion of the compensatory balance of any employee at any time. Payment for overtime shall be paid no later than the next pay day following the pay period in which the overtime is worked. If an employee is paid for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment, then the unused compensatory time will be paid at the final regular rate earned by the employee.
- F. Notice of Overtime: Overtime work shall be assigned by the Chief. Whenever possible, the Chief shall give twenty-four (24) hours advance notice of overtime to be worked. Oral notice shall be sufficient to comply with the advance notice requirement.

Any employee who works fourteen (14) or more hours in the twenty-four (24) hour period commencing at the time the employee reports for duty, shall be allowed the use of sick leave in lieu of working the next regularly scheduled work shift.

Section 5.3 Overtime (continued)

1. Emergency Call Out: In an emergency (act of God, natural disaster, civil unrest, major crime or incident, or governmental declaration of emergency with less than eight (8) hours prior notice), the City may call out members for overtime without regard to seniority.
2. Non-Emergency Call Out:
 - a. Overtime shall be offered to members of the Association by seniority and by Division (i.e. Patrol & Patrol Support Division).
 - b. The City may skip Association members if the overtime detail would reasonably interfere with the member's next regularly scheduled work shift.
 - c. The City will make a reasonable attempt to notify members of the Association in the order of seniority when overtime is required.
 - d. In the event no members of the Association are available to report for overtime, the City may order a member to report for work. If members are ordered to report for overtime work, those members will not be ordered to report again until the Association Roster has cycled.
 - e. If no members of the Association are available to report or long term personnel considerations are an issue (e.g. natural disaster or similar emergency), the City has the option of calling Reserve Officers in for duty to supplement regular officers if those Reserve Officers are presently capable and authorized to perform the overtime duties. The use of Reserve Officers is to supplement or assist regular police officers. It is not the intent of the City to use Reserve Officers to supplant Association members.

Section 5.4 Call-Back Time

An employee called to work outside a regular work schedule shall be paid for a minimum of three (3) hours at the rate of time and one-half. This section shall not apply to an employee called in to start the employee's shift one (1) hour or less early or an extension of a regular shift.

If an employee has completed his shift and has been departed from the department for thirty (30) minutes or more, and is called back to duty, the three (3) hour minimum shall apply. Members recalled to duty to correct a mistake and/or to complete a duty that must be completed prior to the member's next duty day, the three (3) hour minimum will not apply.

Section 5.5 Court Appearances

Off-duty employees required to appear before a court of law, in connection with duties as an employee of the Department, shall receive a minimum of three (3) hours overtime pay at the rate of time and one-half for each court day when such day is also the employee's regularly scheduled workday and a minimum four (4) hours overtime pay at the rate of time and one-half for each court day when such day is the employee's scheduled day off. This section shall not apply if the scheduled court appearance occurs one (1) hour or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift.

Section 5.6 Outside Employment

Permission to work at outside employment while an employee of the City must be approved in writing by the Police Chief. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

- A. Be compatible with the employee's City duties;
- B. In no way detract from the efficiency of the employee in City duties;
- C. In no way be a discredit to City employment;
- D. Not take preference over extra duty required by City employment.

Section 5.7 On-Call Detective

- A. Article 5.1(D)2 of the collective bargaining agreement between the parties describes the work schedule for Detectives.
- B. Each week of seven (7) consecutive days, one (1) Detective at a time will be assigned as an On-Call Detective.
- C. The On-Call Detective assignment shall begin at 0800 hours on Monday and end at 0759 hours on the following Monday.
- D. The On-Call Detective assignment shall be filled on a rotating basis by any Association member assigned as a Detective.
- E. The rotation schedule for the On-Call Detective shall be established between Detective Association members and their Sergeant. Establishment of a rotation schedule shall not prevent the trading of on-call weeks between Detectives involved, as long as the Detective Sergeant or designee approves of the trade.

Section 5.7 On-Call Detective (continued)

- F. At the end of each on-call week, the Detective who completed the prior on-call week shall be compensated with one (1) day or eight (8) hours of compensatory time off. This is a flat rate and will not be computed as time and one-half.
- G. The compensatory time earned in "F" above may be banked in accordance with Article 5.3(D) above.
- H. When a Detective is on-call, the provisions of Article 5.4 of the current collective bargaining agreement between the parties, as well as the remainder of the collective bargaining agreement, still apply to the City, Detective and the Association.

ARTICLE 6 – FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and, in certain circumstances, by a vote of the citizens of the City of Keizer. All compensation provided for by this Agreement is, therefore, contingent upon sources of revenue and, where applicable, voter budget approval. The City will not reduce the compensation specified in this Agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree to meet to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 7 – WAGES

Section 7.1 Wages

- A. Salary Schedule: Each employee covered by this Agreement shall be compensated in accordance with Salary Schedule “A” attached hereto.
- B. Original Appointments: Original appointment shall normally be made at the first step. In cases of a lateral transfer, a review committee made of two (2) members of the Executive Board of the Association and two (2) members of Management will review the lateral transfer’s experience and ability and make a recommendation of the appropriate starting pay step to the Chief. The Chief will then make a recommendation to the City Manager. With the City Manager’s approval, the initial compensation recommended will be applied.
- C. Salary Increase: Salary increases are not automatic but shall be based on merit. A performance evaluation rating of “satisfactory” as determined by the employee’s immediate supervisor shall be considered acceptable for normal step advancement. Employees shall be eligible for step advancement upon the completion of their probationary period, and three (3) subsequent anniversary dates. For purposes of this section, an employee’s anniversary shall be the date when the employee began work for the City. If the performance by the employee is less than satisfactory, the Chief may defer the merit increase for a period not to exceed ninety (90) days. Following any deferred period, the employee will be re-evaluated. A less than satisfactory evaluation may be the subject of a grievance.
- D. Early Step Advancement: An employee, who is performing at a level above satisfactory as determined by a Performance Evaluation by the employee’s immediate supervisor, may be recommended for an early step advancement by the Chief. Such merit increase shall be reviewed and approved by the City Manager. Such early step advancement shall not change the employee’s eligibility date for future normal step advancements.
- E. Acting Sergeants Pay: If designated or assigned as Acting Sergeant, the employee will receive a 5% increase in the wage the employee would be otherwise entitled to. Section 7.2 does not apply to employees who are Acting Sergeants.

Section 7.2 Working Out of Classification

Any employee designated by the City as acting in a capacity in a higher position than that employee’s regular classification shall receive the pay for the position designated or a 5% increase above normal salary, whichever is greater, in such assignment for the remainder of the assignment.

Section 7.3 Incentives

- A. Premiums: Police Officers shall be eligible for DPSST incentive bonus(es) as follows.
1. Intermediate Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Intermediate Certification, the employee shall receive two and one-half percent (2.5%) over and above monthly base pay; or
 2. Advanced Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Advanced Certification, the employee shall receive an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay.
- B. Education Incentive: The City shall pay an incentive of two and one-half (2.5%) percent per month over and above monthly base pay for an employee holding an Associates Degree. The City shall pay an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay to an employee holding a Bachelors Degree from an accredited college or university.
- C. Language Incentive: An employee who is determined to be fluent in the Spanish language or American Sign Language shall receive an incentive of two and one-half (2.5%) percent per month over and above monthly base pay. Fluency is to be determined by the City based on a standard and testing program, which the City will implement by policy, with assistance of high school and/or college faculty members and/or court approved translators.
- D. Probationary Employees: Normally such premiums, except language fluency, shall not be paid during the original probationary period or during period of disciplinary action involving a suspension, except at the discretion of the Chief.
- E. Incentive Non-Cumulative: A maximum of five (5%) percent per month may be received by any employee by virtue of education incentives provided for above. A maximum of five (5%) percent per month may be received by any officer qualifying for DPSST incentives provided for above. Any employee certified as bilingual in Spanish or American Sign Language may receive a maximum of two and one-half (2.5%) percent per month.
- F. K-9 Handler Pay: To compensate the K-9 handler for the off-duty care of the canine, the handler will be paid two and one-half (2.5%) percent per month of the member's current pay step.

Section 7.3 Incentives (continued)

- G. Field Training Officer (FTO): A member designated by the City as a Field Training Officer shall be paid two and one-half (2.5%) percent above the member's normal pay step when acting as a FTO (has a recruit officer assigned for training). Member will be responsible for reporting the premium pay on their time sheet.
- H. Motor Officer: To compensate the Motorcycle Officer for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, i.e. daily maintenance, etc., the Motorcycle Officer will be paid two and one-half (2.5%) percent above the member's normal pay step.
- I. Special Duty Assignments: Members serving on the Interagency Bomb Squad or the Interagency SWAT Team will be paid an additional three (3%) percent of their regular rate of pay (and overtime) when called out for service. Member will be responsible for reporting the premium pay on their time sheet.
- J. Longevity Pay:
 - 1. Employees who complete a minimum of eight (8) years of service with KPD will receive \$80.00 per month.
 - 2. Employees who complete a minimum of thirteen (13) years of service with KPD will receive \$130.00 per month.
 - 3. Employees who complete eighteen (18) years of service with KPD will receive \$180.00 per month.
 - 4. Employees who hold the rank of Senior Officer on or before July 1, 1999, will receive \$180.00 per month. Upon reaching their eighteenth (18th) year of service with KPD, the Senior Officer pay will convert to Longevity Pay. These members will not receive the eight (8) and thirteen (13) year longevity pay.

Section 7.4 Payday

The normal payday for the issuance of paychecks shall be every other Thursday of the month. At the discretion of the City, modifications to the payday schedule may be made where necessary.

Section 7.5 Travel Allowance

- A. Travel Reimbursement: When an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated at the current Internal Revenue Service rate.
- B. Expense Reimbursement: Employees will be reimbursed actual and reasonable travel expenses pursuant to the Citywide travel reimbursement policy. The policy will not be changed to the detriment of employees without bargaining.

Section 7.6 Uniforms

- A. Uniforms Provided: The City shall provide all uniforms and equipment as required by the City. The City agrees to provide a duty weapon and all necessary duty rig accessories.
- B. Cleaning: The City shall provide for the care and cleaning of up to eight (8) uniforms per month. If an employee is assigned as a Detective, the employee's clothes worn will be cleaned, up to eight (8) sets per month.
- A. Clothing Allowance for Detectives: Employees assigned as a Detective requiring business-like attire will be paid four hundred (\$400) dollars per year clothing allowance. Regularly assigned undercover narcotics investigators shall receive two hundred and fifty (\$250) dollars per year clothing allowance. These allowances shall be payable to the employee upon appointment and annually thereafter. These allowances may be subject to a prorated refund to the City in the event an employee serves less than nine (9) months by the employee's choice.
- C. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within two (2) weeks.
- D. Personal Items: The City agrees to repair or replace personal items of the employee damaged or destroyed while the employee is on duty, unless the damage is attributed to the negligence of the employee. The repair or replacement of personal items shall not exceed reasonable costs. Expensive items of jewelry or personal property which are over \$50.00 in value, excluding wedding rings and eyeglasses, will not be worn while on duty without prior approval, and shall not be subject to this Article.

Section 7.7 Tuition Assistance

- A. Tuition Aid Defined: Tuition aid is defined as full or partial payment or reimbursement of the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.
- B. Travel Reimbursement: When an employee is assigned by the City to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.
- C. Tuition Aid: Tuition aid will be provided for one-half the cost of the course registration fee to employees who successfully complete classes with a grade of C or better, for the purpose of self-development when such training will also be beneficial to the employer as determined by the City. Presentation of the employee's grades from the school shall be sufficient proof. The petitioning employee shall submit request for tuition aid to the City for approval or disapproval prior to enrollment.
- D. Leave of Absence: In instances where the work of the employer will not be seriously handicapped by the temporary absence of an employee, a leave of absence without pay of appropriate duration may be granted by the governing body upon request. Request for such leave must be in writing. Leave granted under this section will normally not exceed one (1) year.

ARTICLE 8 – INSURANCE AND RETIREMENT

Section 8.1 Health Insurance and Dental Insurance

- A. For regular full-time employees, the City will pay up to \$520.69 per month towards the purchase of full family medical insurance and full family dental insurance. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks.
- B. For regular part-time employees, the City will pay up to \$186.22 per month towards the purchase of employee-only medical insurance and employee-only dental insurance. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks.
- C. Effective January 1, 2000, the City will implement an IRC Section 135 flexible spending account plan.
- D. The City currently provides health insurance through EMS Trust and dental insurance through Ameritas Life Insurance Company. The City may select a different plan or provider of benefits, which are on the whole substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to an Association E-Board member, but need not bargain over a change in plan permitted by this article. If a change in benefits is not substantially comparable, then the Association may demand to bargain over the change.
- E. For fiscal year 2000-2001, if there is an increase in insurance premiums, the caps set forth in Sections A and B above will be adjusted and the increase cost split 50/50 between the City and the employee. The employee's cost shall be payroll deducted from the employee's paychecks.
- F. For fiscal year 2000-2001, should the resulting cap be insufficient to prevent out-of-pocket cost by the employees, the Association shall have the following options available to it in order to ameliorate the impact of the cap:
 - 1. The Association may opt to simply allow for payroll deductions for excess premium costs over the cap. Employees may participate in an IRS Section ~~135~~ account by appropriate payroll deductions.
 - 2. The Association may adjust the insurance benefit in order to reduce its cost by implementing such changes as increasing deductibles or changing other levels of coverage.

Section 8.1 Health Insurance and Dental Insurance (continued)

3. The Association may opt to reduce the scheduled salary schedule increase as determined by Salary Schedule "A" that is attached hereto, by a sufficient amount of money to supplement the cap so that there is no out-of-pocket costs.
4. Recommend any combination of the above options.
5. The Association may make recommendations for carrier changes; however, any carrier change requires both the approval of the Association and the approval of the City Council.

Section 8.2 Life Insurance

The City agrees to provide \$40,000 24-hour life insurance protection to all regular full-time employees covered by this Agreement.

Section 8.3 Retirement:

- A. The City agrees to participate in Public Employees Retirement System for the classification of Police Officer. Effective July 1, 1986, the City shall pick up the Public Employees Retirement System contributions for each employee in the classification of Police Officer.
- B. After six (6) months employment, the City will contribute eleven (11%) percent over and above gross monthly pay into an IRC Section 401 qualified defined contribution plan for the classification of Police Support Specialist I and II, Community Services Officer, and Community Services Specialist.
- C. After six (6) months employment, the City will contribute eleven (11%) percent over and above gross monthly pay into an IRS Section 401 qualified defined contribution plan for the classification of "regular part-time" Police Support Specialist I and II, Community Services Officer, and Community Services Specialist.
- D. As of July 1, 1999, or the first month commencing at least thirty (30) days following execution of this Agreement, employees may contribute voluntarily to the deferred compensation plan administered for the City (currently the ICMA Trust or PEBSCO Nationwide). The City shall match up to six (6%) percent of the employee's gross salary. This Article shall not obligate the employee or the City to contribute more than twenty-five (25%) percent of wages or such other amount as is imposed as a maximum contribution by the Internal Revenue Code or the retirement plan.

Section 8.4 Workers Compensation

All employees are covered for accidents on the job under the state workers compensation law. When an employee must take time off by reason of an occupational disability or injury, the employee will receive workers compensation in accordance with state law.

In addition, for the first three (3) months following disability or injury, the City agrees to supplement the employee's workers compensation benefits up to the employee's regular salary after taxes. After three (3) months following a disability or injury, the employee may use accrued compensatory time, sick leave, or vacation time to supplement the employee's workers compensation benefits up to the employee's regular salary after taxes.

After the employee has exhausted accrued compensatory time, sick leave and vacation time, the employee will receive workers compensation and/or long term disability benefits without supplement. Nothing in this Article precludes the City from filling a position subject to the employee's statutory right to reinstatement provided, however, that if a reasonable medical probability exists that the employee will be able to return to work within one (1) year, the position will not be permanently filled.

Section 8.5 Long Term Disability Insurance

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to the employee. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury or disability. In addition, the City agrees to maintain the current short-term disability plan.

Section 8.6 Light Duty

The parties recognize that the nature of law enforcement restricts the City's ability to accommodate employees who, for medical reasons, are unable to perform all of the duties of a police officer. The City will accommodate an employee whose condition is time limited and recovery is certain and predictable, unless there is lawful reason to do otherwise. Each such accommodation shall be established with a fixed start and end date.

ARTICLE 9 – LEAVE WITH AND WITHOUT PAY

Section 9.1 Sick Leave

- A. Accrual: All employees accrue sick leave as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of 96 hours per calendar year and will be accrued at the rate of 3.7 hours of sick time per pay period (96 hours divided by 26 pay periods = 3.7). Accrual shall begin upon the commencement of the first full calendar month of employment. Unused sick leave shall accumulate to a maximum of 1260 hours. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 630 hours.
- B. Use of Sick Leave: Employee may utilize their earned sick leave when unable to perform their work duties by reason of illness, injury or pregnancy, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily deal with would be endangered by attendance of the employee.

Sick leave may be utilized for medical or dental appointments when, due to the employee's work schedule, the employee is unable to schedule such appointments outside of work hours. In this instance, appointments will be scheduled to minimize interference with the work schedule; it is recognized that each employee has the responsibility to make every effort to schedule appointments during off-duty hours. Sick leave may also be utilized in order to provide care for an ill or disabled member of the immediate family for up to two (2) consecutive days in order to make arrangements for alternative care providing, however, succeeding days off may be charged to vacation, compensatory time or holiday time, if necessary. Misuse of sick leave shall be grounds for discipline.

- C. Donation of Sick Leave: An employee may donate up to forty (40) hours of sick leave to another employee annually. The sick leave donated will be valued at the hourly rate of the donor.

Section 9.1 Sick Leave (continued)

- D. Substantiation: The City may require certification of a health care provider to substantiate that an illness or injury prevents the employee from working. Any required or requested certification shall be paid for by the City. Sick leave time exceeding one (1) week, except in cases of childbirth or adoption, may require evidence that the employee was under a health care provider's care unless the City has reason to believe that the absence qualifies for family leave under State or Federal law, in which case the City may ask for certification of a health care provider for any length of absence. When sick leave is used for family leave purposes, the leave will be counted against the employee's family leave entitlement. The employee may be required to have the employee's health care provider complete a medical certification form to support the use of sick leave running concurrently with family leave and to obtain a second and/or third opinion as provided by law.
- E. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of such certifications. Employees may be required to provide a fitness for duty certification before returning from family leave, except in the case of childbirth or adoption, and only if the employee has taken leave for a serious health condition, or if the City believes the employee is not fit or may be unable to perform duties as assigned.
- An employee who is absent for more than three (3) days in a family leave calculation year for the purpose of caring for a child who requires home care may be required to obtain certification to support any subsequent absence for this purpose. The certification of a health care provider cost incurred by the employee, if any, shall be paid by the City. Rights and responsibilities under this Agreement shall be construed in a manner that is consistent with the Federal and Oregon Family Leave laws.
- F. Bereavement Leave: Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to sick leave at the discretion of the City Manager. For the purpose of Article 9.1(F), the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Grandparent, including the grandparent of any minor children residing in the immediate household, and other persons residing in the employee's immediate household.

Section 9.1 Sick Leave (continued)

- G. Sick Leave Without Pay: The City Council, upon recommendation of the City Manager, may authorize sick leave without pay not to exceed two (2) years duration or until such employee is released by the employee's health care provider, whichever comes first. Sick leave without pay shall not be granted until all earned sick leave has been exhausted.
- H. Reporting Absence: Any employee who is ill and unable to report to work shall make a reasonable effort to notify the employee's immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep the employee's immediate supervisor advised of the employee's inability to report to work.
- I. Accrual Following Reinstatement or Recall: Any employee who is re-employed following a hearing or layoff shall have sick leave credits accrued during the previous employment restored in full if such re-employment occurs with the reinstatement period following the results of a hearing or within two (2) years from the layoff.
- J. Sick Leave on Retirement: Upon retirement of an employee, as provided by ORS 237.153 and the regulations established by the Oregon Public Employees Retirement System, fifty (50%) percent of an employee's unused sick leave shall be credited to retirement.

Section 9.2 Parental and Family Leave

Family leave may be taken pursuant to applicable State and Federal law. Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition.

While out on such leave, an employee shall utilize accumulated vacation time, compensatory time, and holiday in that order, and may utilize sick leave in accordance with Article 9.1(B) before or after taking other paid time. After using all paid time, the employee may take leave without pay unless State or Federal law requires otherwise and the employee requests otherwise in writing. Except as provided by law, family leave shall not exceed twelve (12) weeks without prior approval from the City. An additional twelve (12) weeks leave may be available for a female employee who needs pregnancy disability leave and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care but does not have a serious health condition.

Section 9.2 Parental and Family Leave (continued)

Except where otherwise required by law, all leaves including sick leave, vacation leave, leave for a workers compensation injury or illness, State and Federal family leave, will run concurrently and be counted against the employee's annual family leave entitlement when the leave is for a family leave purpose. If the leave is for a family leave purpose, the employee may be required to provide certifications of health care providers, including second and third opinions and fitness for duty certifications. It is up to the City to notify the employee that a leave is being counted against the employee's family leave entitlement. Any certification required by the City shall be paid for by the City.

Section 9.3 Other Leaves

- A. Absence With Pay: A regular employee shall be granted a leave of absence with pay for the following.

1. Service with jury;
2. Appearance before a court, legislative committee or judicial or quasi-judicial body; as a witness in response to a subpoena or other direction by proper authority.

Employees who are excused from jury service or court appearance before the end of the workday shall immediately report their availability for assignment to their supervisor and shall tender to the City any jury duty pay.

- B. Absence Without Pay: A regular employee may be granted leave of absence without pay when the work of the department will not be handicapped by this absence. Requests for such leaves must be in writing and must establish justification for the approval by the Department Head or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the Department Head. Leaves of absences for longer than two (2) weeks must be approved by the City Manager.
- C. Military and Peace Corps Leave: Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes and Federal law.
- D. Disability Accommodation: Additional leave without pay may be offered as a reasonable accommodation to an employee who is also a qualified individual with a disability, unless it would be an undue hardship on the City as required by the ADA. The City may impose conditions or restrictions as permitted by Oregon or Federal law.

Section 9.3 Other Leaves (continued)

- E. Failure to Return from Leave: Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned their employment with the City and the position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of the employee's leave of absence or as allowed by family leave laws, has furnished evidence that the employee is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond the control of the employee.
- F. Absence Without Leave: Except as allowed by family leave laws with respect to unanticipated need for family leave, an absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this resolution shall be deemed to be an absence without leave. An employee who has an unanticipated need for family leave must comply with the notice requirements under State and/or Federal law. Any such absence shall be without pay and may subject an employee to disciplinary action.

ARTICLE 10 – VACATION AND HOLIDAYS

Section 10.1 Vacation

- A. Accrual for Regular Employees: Regular employees shall accrue vacation time on a monthly basis which shall vest after completion of a new employee's probationary period. After completion of probation, the appropriate amount of vacation shall be credited to the regular employee. Years of employment shall be employment with the Keizer Police Department for all employees hired after 5/1/89. Regular employees shall earn vacation as follows:
1. From one (1) through two (2) years of employment at a rate of six point seven (6.7) hours per month of employment.
 2. Commencing with the third (3rd) year of employment at a rate of eight (8) hours per month of employment.
 3. Commencing with the fifth (5th) year of employment at a rate of ten (10) hours per month of employment.
 4. Commencing with the tenth (10th) year of employment at a rate of twelve (12) hours per month of employment.
 5. Commencing with the fifteenth (15th) year of employment at a rate of sixteen point seven (16.7) hours per month of employment.
- B. Accrual for Regular Part-Time Employees: "Regular part-time" employees shall accrue vacation in accordance with Article 1.2(C).
- C. Eligibility: All compensable hours and hours lost due to bona fide illness, accident or injury shall count toward years of service for vacation and annual leave eligibility.
- D. Maximum Accrual: An employee may accrue a maximum of vacation time to the amount earned over the preceding twenty-four (24) months. However, the employee shall be allowed to carry over an amount in excess of the twenty-four (24) month accrual provided that the employee has made reasonable attempts to schedule vacation periods which have been refused due to operational necessity or other reasons by the City.
- E. Effect of Holidays: When an authorized holiday occurs during the vacation period, such day shall be observed as a holiday and not be deducted from earned vacation.

Section 10.1 **Vacation**

F. Effect of Separation: Any vacation owed to a terminating employee shall be added to the employee's final pay.

G. Pay for Vacation:

1. An employee, subject to City Manager approval, may elect to receive one (1) week's pay in lieu of one week's vacation if such pay is taken concurrently with a week of vacation.
2. In addition to Section G(1) above, at the employee's option, an employee may elect to cash in up to one (1) week of vacation pay one time each fiscal year.

H. Vacation Selection: Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation time subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if they choose to use at some time during the fiscal year the full amount of the vacation credit which they could accumulate in twelve (12) months of continuous service.

Vacation time shall be selected on the basis of seniority provided, however, that employees will be permitted to exercise their right of seniority only once annually for one (1) block of time period. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Each employee must make a good faith effort to schedule at least one (1) block of time, at least one (1) week off, during each year.

One officer per team will be allowed to be on vacation at any one time unless more are approved by the Chief or designee. This limitation shall not apply if an officer with previously approved vacation is switched to a different team provided, however, that vacation may be disapproved or canceled in the event of a staff reduction or an unforeseen emergency.

I. Concurrent Leaves: If the leave is for a qualified State or Federal family leave purpose, all leaves of absence, no matter how classified, shall be counted against the employee's family leave entitlement. In such a case, upon request, the employee shall provide health care provider certifications, including second and third opinions and fitness for duty certifications, as provided by family leave laws.

Section 10.2 Sworn Employees' Holidays

- A. Holidays: Sworn police officers shall be entitled to take ninety-six (96) hours of paid floating holiday time off per fiscal year. Detectives and SRO's will take holiday time off on the day of the holidays listed in Section 10.3.

A holiday shall accrue at the rate of three-point-seven (3.7) hours each pay period (96 hours divided by 26 pay periods = 3.7 hours).

Holiday time off may be scheduled and approved up to ninety (90) days in advance on a first come, first serve basis. Employee may not accrue more than twenty (20) hours of holiday time during any pay period.

- C. Shift Days: Employees on a twelve (12) hour shift earn one (1) shift day each ninety (90) days. It shall be scheduled and taken during the following ninety (90) days.
- D. Scheduling: Holiday scheduling is an employee responsibility. Employees will schedule holidays in good faith based on days available with supervisor's approval, which could be withheld only to meet operational and staffing needs. Holiday time off not taken in accordance with this Article will be lost unless not taken or canceled by the department for operational reasons, in which case it will be paid.

Section 10.3 Other Employee Holidays

The following shall be recognized and observed as guaranteed paid holidays for all employees in the bargaining unit, other than sworn officers.

- | | |
|-----------------------|-------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin L. King Day | 7. Veteran's Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Christmas Day |
| 5. Independence Day | 10. Two (2) Floating Holidays |

If work load permits, as determined by the Police Chief, the Police Support Specialists and Community Services Specialist shall be permitted to take off at noon on Christmas Eve and New Year's Eve or may choose to take all of Christmas Eve or all of New Year's Eve as an additional holiday when such a holiday occurs on a scheduled work day. This will be at no additional cost to the employee.

Section 10.4 Weekend Holiday

For non-sworn employees, Detectives and SRO's, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Whenever a holiday falls during paid vacation, paid sick leave or other paid leave, the holiday shall be observed and no charge shall be made against the employee's paid leave account for that day.

Section 10.5 Holiday Pay

For non-sworn personnel, work performed on holidays which falls within the employee's work week shall be considered as overtime work and shall be compensated in the same manner as overtime. For purposes of holiday compensation, an employee whose shift begins on the holiday shall receive holiday pay for the full regular shift.

ARTICLE 11 – PROBATION

An appointment shall be made as a probationary employee. The probationary period for sworn personnel may be any time period up to eighteen (18) months, and may be extended beyond eighteen (18) months if mutually agreed to by the Police Chief and the Association. The total probationary period for sworn personnel shall not exceed twenty-four (24) months. Non-sworn personnel shall serve a probationary period of up to twelve (12) months.

The probationary period shall be a part of the examining process and determine the qualifications of the candidate. The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal at any time during the probationary period. Article 17 of this Agreement does not apply to the probationary employee.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

- A. Seniority Defined: Seniority is determined by the length of an employee's service with the Police Department in the bargaining unit. The length of an employee's service in the employee's current classification determines seniority for the purpose of shift bidding.
- B. Seniority List: The City shall provide each employee with a copy of the seniority list on July 1 of each year.

Section 12.2 Layoff and Recall

- A. Layoff: The City may lay off an employee when the City determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority. An employee shall be given notice at least fifteen (15) days before the effective date stating the reasons for the layoff.
- B. Recall: Employees shall be recalled from layoff in their classification according to their seniority in that classification. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled.
- C. Layoff List: Layoff status shall be maintained for a two (2) year period. It shall be the obligation of the employee to maintain a current address with the City during this period.
- D. Bumping: A bargaining unit member scheduled to be laid off may utilize seniority to bump a less senior bargaining unit member in a lower classification and move to a different classification if the bargaining unit member is presently qualified and certified to perform, immediately, all of the duties and responsibilities of the different classification.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

- A. Leaves of absence without pay of thirty (30) working days or less, and leaves with pay, shall not interrupt continuous service nor be deducted from total service.

Section 12.3 Continuity of Service (continued)

- B. Leaves of absence without pay in excess of thirty (30) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.
- C. All unauthorized absences without leave shall be grounds for disciplinary action.

ARTICLE 13 – USE OF ALCOHOL AND DRUGS

Section 13.1 Policy

The City considers its employees to be its most valuable asset and is concerned about their safety, health and well being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health, and may jeopardize the safety of co-workers and the general public. The City is committed to maintaining a safe and health work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

The parties also recognize the City's responsibilities pursuant to the Drug Free Work Place Act of 1988. The Association and the City acknowledge that employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public is strictly prohibited, except for alcohol or medically prescribed controlled substances off-duty, and possession of controlled substances while in the course and scope of employment, and the possession of controlled substances while in the course and scope of employment and the possession of seized evidence while on-duty. The parties recognize that conduct in violation of this policy may result in disciplinary action and/or criminal investigation if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section.

Section 13.2 Employee Assistance Program

The City will select a health counseling or other appropriate service provider to assist any employee and pay the cost of any such services when such services are not within the coverage provided in the City's health insurance plan. The City shall be under no obligation to continue to pay such costs when an employee fails to adhere to the treatment plan.

Section 13.3 Employee Education

The City will afford employees an opportunity to deal with drug and alcohol related problems. The City's Human Resources Office maintains information relating to the hazards of and treatment for drug and alcohol related problems. Any employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

Section 13.4 Reports of Permitted Use

Each employee must report the use of medically authorized drugs or other substances which the employee knows or should know can impair job performance to the immediate supervisor and provide proper written medical authorization to work from a physician while using such authorized drugs. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair job performance. Any failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, can result in disciplinary action.

Section 13.5 Reports of Drug Conviction

Each employee must report facts and circumstances to the Police Chief no later than five (5) days after conviction for violating any criminal drug statute.

Section 13.6 Prohibited Conduct

The following conduct is prohibited:

- A. The buying, selling or providing, or possession for the purpose of buying, selling or providing controlled substances including marijuana while on City property or in City vehicles or equipment, or during work hours including paid rest and meal periods.
- B. Being at work under the influence of alcoholic intoxicants. Consuming alcoholic intoxicants while in City vehicles or equipment at any time during work hours including paid rest and meal periods. Reporting to work when the employee knew or should have known that alcohol was present on the employee's breath.
- C. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time during work hours, including paid rest and meal periods.
- D. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test "positive" for cannabinoids (marijuana or hashish) if their urine test indicates fifty (50) or more nanograms THC metabolites/ml.

Section 13.6 Prohibited Conduct (continued)

- E. For purposes of this Article, the term “controlled substance” shall be defined in accordance with ORS 475.005(6).

Section 13.7 Under the Influence

The term “under the influence” of controlled substances, including marijuana or alcoholic intoxicants, covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

Section 13.8 Discipline and Other Action

- A. Except as described in paragraph “B” of this section, prohibited conduct described in Sections 13.6(A), (C) and (D) above shall result in termination. Prohibited conduct described in Section 13.6(B) shall result in actions specified in Section 13.10 below.
- B. Employees found to have committed prohibited conduct described in Section 13.6(D) as a direct result of undercover police work assignments shall be subject to the requirements of Section 13.10 of this Article.

Section 13.9 Mandatory Testing

- A. Where the City has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a control substance including marijuana present in the body, the City may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test or any combination thereof. The City shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination, subject only to such procedural safeguards as are required by law.
- B. When the employee is notified that they are required to consent and submit to such tests or searches as described in Section 13.12 of this Article, they may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.

Section 13.9 Mandatory Testing (continued)

- C. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor's Department Head or designee that the information available to the City about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).
- D. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form. The form shall contain the following information:
 - 1. Employee's consent to release test results to the City;
 - 2. The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
 - 3. The consequences of a confirmed positive test result for a controlled substance, including marijuana;
 - 4. The consequences of a positive test for alcohol, including one at or above .08%;
 - 5. A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
 - 6. The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
 - 7. The consequences of refusing to consent to the blood, urine or breathalyzer test.
- E. In the event that the blood or urine test results are positive for controlled substance(s) including marijuana, the city shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in their body.
- F. If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at their own expense at a laboratory approved by the City.

Section 13.9 Mandatory Testing (continued)

- G. The procedure followed under this Article to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test results to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

Section 13.10 Consequences of Test Results

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 13.6(B) or 13.6(D) of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.
- B. If an employee who has not previously committed prohibited conduct specified in Sections 13.6(B) or 13.6(E) as a direct result of undercover police work assignments referenced in Section 13.8(B) is found to have committed such prohibited conduct, the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by a medical health care professional, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in their termination from employment.
- C. If an employee has previously committed prohibited conduct specified in Sections 13.6(B) or 13.6(D) as a direct result of undercover police work assignments, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, they shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case by case basis.

Section 13.11 Voluntary Rehabilitation

- A. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the City that the employee submit to any of the tests specified in Section 13.9 of this Article, the employee notifies a supervisor that they have drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City and shall enroll in a treatment program recommended by the doctor.
- B. If an employee has previously enrolled in voluntary rehabilitative treatment described in sub-section A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 13.9 of this Article, then the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor or psychiatrist/psychologist selected and paid by the City and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully, they shall be terminated.

Section 13.12 Searches

The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search any thing or area in which the employee has an expectation of privacy (i.e. desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search shall result in termination.

Section 13.13 Consequences of Search Results

- A. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 13.6(C). The employee shall be informed of such search results.
- B. Searches which reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse), shall result in those consequences specified in Sections 13.8, 13.10(B) or 13.10(C) as though a positive blood or confirmed urine test had been administered.

ARTICLE 14 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

Section 14.1 Complaints, Investigations and Discipline

In order to protect the rights of the citizens and department members, it is the policy of the Police Department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry, appropriate action will be taken. Discipline of a member is but one of a number of alternatives which may be appropriate.

Discipline is a tool of last resort taken against members for actions or inaction – that result in undesirable conduct, behavior or poor productive work.

Termination is an action taken to eliminate a job or remove a member from a job. Implicit in a termination decision is a reasonable assumption that the member's job cannot or should not be saved.

All discipline and termination actions shall be only for just cause using the principles of progressive discipline and adhering to the procedure set forth in Chapters 8 and 9 of the Keizer Police Department Policies and Procedures, hereto attached in Appendix B and Appendix C. Chapters 8 and 9 shall not be changed without bargaining.

ARTICLE 15 – PERSONNEL RECORDS

Section 15.1 Personnel Record

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc. relating to the employee's performance and employment status.

Section 15.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers. Should the employee's personnel record contain a psychological or psychiatric report which could be harmful for the employee to review, the City may elect to disclose the report to the employee's physician of choice.

Section 15.3 Critical Entries

No information reflecting critically upon an employee shall be placed in any of the employee's personnel records that does not bear either the signature or initials of the employee indicating that the employee has been provided a copy of the material and refuses to sign. A copy of any such material shall be furnished to the employee by the department concerned, when it is placed in the personnel record.

Section 15.4 Rebuttal Material

If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the City.

Section 15.5 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 15.6 Removal

An employee may request the removal of disciplinary documents from the employee's personnel file at any time. Any such request shall be made to the Chief and may be appealed to the City Manager.

The parties presume that where a record of discipline has been in the employee's file for twenty-four (24) months, absent subsequent similar disciplinary conduct, it is subject to removal. Removal shall not preclude consideration of such documents in grievance arbitration on the issues of a pattern of behavior and forewarning.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, within fourteen (14) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts;
2. Provision of the Agreement violated; and
3. Remedy sought.

Within fourteen (14) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Two: If the grievance still remains unsettled, within fourteen (14) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the employee may submit the grievance in writing to the Police Chief. The Chief shall respond in writing to the employee within fourteen (14) calendar days.

Step Three: If the grievance still remains unresolved, within fourteen (14) calendar days, the employee may submit the matter in writing to the City Manager. The City Manager shall respond in writing to the employee within fourteen (14) calendar days.

Step Four: If the grievance still remains unsettled, within ten (10) days after the reply of the City Manager is due, the Association may serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

After the grievance has been so submitted, the Association may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit their decision within thirty (30) days of the date of the hearing.

Section 16.2 Cost of Arbitrator

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. Following the rendering of the arbitrator's decision, the parties shall meet and attempt to agree which is the "losing party". If the parties are unable to so agree, the question of who the "losing party" is shall be submitted to the arbitrator who rendered the decision in question. The arbitrator's subsequent designation of the "losing party" shall be final and binding. If the arbitrator cannot designate which party is the loser, each party will pay one-half (1/2) of the cost of the arbitration.

Section 16.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 17 – SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 18- TERM OF AGREEMENT

Section 18.1 Term of Agreement

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

This Agreement commences on **July 1, 1999** and terminates on **June 30, 2001**. All economic increases shall be retroactive to July 1, 1999 for those employees currently on the payroll as of the date this agreement takes effect. The parties will commence negotiations on or about January 1, 2001. This Agreement will remain in full force and effect during the period of negotiations.

Executed on dated indicated below.

CITY OF KEIZER, OREGON

KEIZER POLICE ASSOCIATION

Wally Mull
City Manager

Date

Lance Inman
President

Date

H. Marc Adams
Chief of Police

Date

J. R. Baker
Vice President

APPENDIX - A

MONTHLY SALARY SCHEDULE

As of July 1, 1999, each step of the Salary Schedule as of July 1, 1998 will be increased by a 1.89% COLA and a 1.11% market parity increase (for a total of three (3) percent) as set forth below.

Effective July 1, 1999					
POLICE DEPARTMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	2916	3062	3216	3376	3545
Police Support Specialist I	2171	2280	2394	2514	2640
Police Support Specialist II	2280	2394	2514	2639	2771
Community Services Specialist	2640	2772	2911	3056	3209
Community Service Officer	2171	2280	2394	2514	2640

The Salary Schedule for fiscal year 2000-2001 shall be adjusted by the percentage change in the Portland, Oregon, Urban Wage Earners and Clerical Workers Index (CPI-W) for the calendar year 1999; subject to a minimum of two (2%) percent and a maximum of four (4%) percent.

APPENDIX - B

CHAPTER 8

COMPLAINTS AND INVESTIGATIONS

8.00.00 PURPOSE. It is essential that public confidence be maintained in the ability of the department to investigate incidents and properly adjudicate complaints against its members, determine the facts, ensure accountability and correct deficiencies. The department explains facts and circumstances determined by the investigation, subject to public disclosure, to assist the citizen complainant and the public to understand proper police procedures when officers are exonerated. Additionally, the Chief of Police has the responsibility to discipline those members whose conduct is determined to be improper, discredits the department, impairs its effective law enforcement operations, or constitutes a violation of department policy, procedure or law.

8.01.00 POLICY. The department accepts complaints against its members and will fully investigate each. Investigations shall be conducted in a fair and impartial manner with truth as the primary objective. The rights of employees and the public must be preserved. Investigations of complaints and serious incidents are conducted to provide accountability to the public and to provide protection to the falsely accused employee, assess training needs, facilitate reevaluation, or instigate formulation of departmental policies and procedures.

8.02.00 RECEIVING COMPLAINTS CONCERNING OFFICIAL CONDUCT. Complaints may be received by telephone, letter or in person. It is preferred, however, that complaints be received in person by a supervisor. Supervisors may attempt to resolve complaints that fall within their scope of authority.

8.02.01 CITIZEN COMPLAINTS. Any citizen who wishes to file a complaint against a department member shall not be dissuaded to do so and will be informed of the manner in which this may be done.

8.02.02 CITIZEN COMPLAINT STATEMENT AND PROCEDURES. When a citizen wishes to file a complaint, a supervisor receiving the complaint shall:

- A. Request the complainant to complete a "Citizen Complaint Statement" (see Attachment A).
 - 1. If complainant declines to complete the Citizen Complaint Statement, the supervisor receiving the complaint shall note that fact and document all relevant facts.
 - 2. Anonymous complaints may be accepted if there appears to be merit; however, the citizen should be encouraged to file a signed statement.

8.02.02 (CONTINUED)

3. Third party complaints will be accepted if, after review by the supervisor, it is decided that there is reasonable suspicion to believe that a violation of department policy or of law has occurred.
- B. Request the identity of the complainant and any witnesses, including addresses and phone numbers, in each case.
- C. Maintain confidentiality if requested by the complainant.
- D. Mark the Citizen Complaint Statement form and/or memorandums regarding the matter "confidential" and forward to the Chief of Police prior to any active investigation of the complaint.
- E. After completion of the investigation, the citizen shall be notified as to the final disposition of their complaint, if subject to public disclosure.

8.02.03 RECEIVING A COMPLAINT BY A DEPARTMENT MEMBER. Any department member who has reason to believe that another member has violated a law, order, rule, directive or procedure shall discuss the matter with a supervisor.

8.03.00 COMPLAINT PROCESS. Complaints regarding any department member (whether originating from a citizen, fellow member, supervisor/commander, or another agency) shall be referred to a supervisor or the Chief of Police. Depending on the nature of the allegations and range of possible outcomes, the matter may be handled by a supervisor. Serious matters that could result in suspension or discharge will be referred to the Chief of Police who will review the complaint and initiate an investigation using Department personnel or outside assistance to investigate. Initially, each investigation will be categorized by the Chief of Police as either an **Administrative Inquiry** or an **Internal Affairs Investigation**. *All internal investigations shall be treated as confidential.*

8.03.01 ADMINISTRATIVE INQUIRIES. Administrative Inquiries involve investigations into minor policy or procedural infractions by members, or into serious incidents which warrant complete investigation and documentation. These shall not be considered "Internal Affairs Investigations". Administrative inquiries concern matters which, experience and common sense indicate, are subject to resolution at the supervisor/commander level and is **not intended** to lead to suspension, demotion or discharge.

8.03.02 INTERNAL AFFAIRS INVESTIGATIONS. Internal Affairs Investigations involve investigations of a charge of more serious misconduct. Supervisory and command personnel are expected to investigate complaints of events of a potentially serious nature which come to their attention. The degree to which a supervisor/commanding officer investigates a charge of misconduct will depend on the immediate circumstances. The supervisor or commanding officer must determine the propriety of conducting the investigation.

If a supervisor believes the circumstances warrant, the Chief of Police will be contacted prior to commencing an investigation of a charge of more serious misconduct. Results of the investigation by the supervisor will be forwarded to the Chief of Police who will determine what further action is warranted.

8.03.03 WRITTEN REPORTS BY DEPARTMENT MEMBERS. Members involved in significant incidents may be interviewed by Department investigators and provide a brief statement. In order to preserve and protect the scene, apprehend suspects, and protect officers and the public, the involved member will provide the brief statement prior to leaving work. Those members will be given the right to consult Association or attorney representation prior to any further oral or written statement. The investigator who interviews the member will prepare a report of that interview. Supervisors will review the written report and ensure that all relevant issues have been addressed. Where a report is found to be deficient, it will be returned to the investigator with direction to cover additional points.

8.03.04 DUTY STATUS OF DEPARTMENT MEMBERS. At the discretion of a supervisor or the Chief of Police, members may be relieved from duty with pay pending the outcome of the complaint process. This action is administrative and does not constitute discipline.

8.04.00 INVESTIGATIONS. Every complaint shall be investigated to determine the facts involved. If there appears to be justification for the complaint, the investigation will continue until all the facts are collected. Personnel conducting Administrative Inquiries shall analyze the complaint and conduct such inquiries as may be required. Supervisors may direct administrative relief from duty pending completion of an investigation, or take or recommend appropriate disciplinary action upon completion of an Administrative Inquiry. Supervisors will refer to the Chief of Police those complaints that would be more appropriately handled through the Internal Affairs Investigation category.

8.04.00 INVESTIGATIONS (Continued).

Complaints that appear to warrant suspension without pay, criminal charges, dismissal, or it appears such action is likely to result from further investigation or internal proceedings shall be referred by the supervisor to the Chief of Police. If it becomes apparent that there is reasonable cause to believe a member has committed a crime or violation of law, or as soon as it is determined that a member may have committed a crime, or in any instance involving a police related death, the available information will be presented to the Chief of Police who shall determine how the investigation will proceed. The Chief of Police will determine whether the department will retain investigative responsibility or refer the investigation to an outside agency.

8.04.01 MEMBER RESPONSIBILITIES. A member under investigation for non-criminal misconduct may be required to meet with a supervisor or an Internal Affairs investigator for an interview when a formal complaint has been filed against the member and such member has been notified of the complaint. When to do so does not jeopardize the interests of the City, at least 24 hours notice will be given, including right to Association representation. Other employees will also be interviewed as appropriate.

Members will cooperate with the internal investigation process and answer fully all questions, which they may be asked regarding an Internal Affairs investigation. At the same time, no employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the United States Constitution or by laws of the State of Oregon.

8.04.02 INTERNAL AFFAIRS INVESTIGATION PROCEDURES. Only the Chief of Police may initiate an Internal Affairs investigation.

- A. The Chief of Police, or the Internal Affairs investigator at the Chief's direction, shall cause the accused member to be notified of the investigation in a timely manner. This will be done by distribution of one copy of the complaint, provided the allegations are not criminal in nature and such notification will not hinder the investigation. It will also include any other witness statements or reports, which state facts on which the charges are based, unless to do so will compromise the investigation. This notification shall include the nature of the investigation and, if and when known, whether the member is a witness or suspect. The member will be informed of other information necessary to reasonably describe the nature of the allegations under investigation. Information will be provided at least 24 hours prior to interview.

8.04.02 INTERNAL AFFAIRS INVESTIGATION PROCEDURES (continued).

- B. Prior to the interview, if the subject under investigation concerns potential discipline against the member, the investigator shall advise the member of the following:
 - 1. The nature and circumstances of the subject matter of the interview, and the right of the employee and their representative to clarify questions.
 - 2. The member may suggest witnesses and evidence favorable to such member.
 - 3. The member under investigation may tape record any and all portions of the interview.
 - 4. Failure to cooperate with the investigation may subject the member to disciplinary action.
- C. Interviews will be conducted when the member is on duty unless the seriousness of the investigation or other circumstances dictates otherwise. Ordinarily, interviews will take place at the police department office. The nature of the situation or the need for a walk-through or re-enactment may necessitate another location.
- D. The member may have a union representative present to witness the interview provided the representative does not interfere with the interview. The union representative shall not interfere with the interview and shall conduct him/herself as described in Section 8.04.05.
- E. Interviews shall be conducted under circumstances conducive to obtaining an accurate account of what transpired and with due regard for the physical and emotional needs of the member. At all times, members subject to investigation shall be treated as the investigator would wish to be treated were the investigator subject to inquiry. For example, interviews shall not be unreasonably lengthy and the member shall be entitled to reasonable intermissions for personal necessities, telephone calls and rest periods. Interviews shall be limited in scope to activities, circumstances, events, conduct or matters that pertain to the subject of the investigation. Interviews shall be devoid of coercion and intimidation.

8.04.02 INTERNAL AFFAIRS INVESTIGATION PROCEDURES (continued).

- F. The complete interview of a member may be recorded consistent with applicable laws. If a tape recording is made of the interview, a member under investigation shall have access to the tape after request. If a transcription of the taped interview is made, the member under investigation shall be provided a copy of the transcription. A member under investigation may use a personal recording device and record any aspect of an interview.
- G. A member of the department shall not be subject to having their residence, private place of business, or personally owned private vehicle searched without the member's consent unless a valid search warrant has been obtained.

8.04.03 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege a criminal violation, will be investigated as any other criminal matter. During the investigative process, the member involved may be reassigned or administratively suspended with or without pay, and not as discipline, at the discretion of the Chief of Police. Administrative suspension without pay will occur only in those instances when the Chief of Police determines that continuation of pay to the member under the circumstances is not in the public interest and could subject the department to criticism. An employee facing criminal charges may request suspension without pay pending a resolution of the charges. Members under criminal investigation will be afforded the same rights as any other suspect. Once the criminal investigation is complete, an Internal Affairs investigation or disciplinary process may be initiated. If appropriate, an Internal Affairs investigation may be conducted contemporaneously with a criminal investigation.

8.04.04 ADVISE OF RIGHTS. In the event a member is identified as a criminal suspect, the employee shall be so advised. In this circumstance, "The Warning and Assurance to an Employee Requested to Provide Information on a Voluntary Basis" (see Attachment B) may be used. A member who is not a criminal suspect but who refuses to make a statement may be subject to discipline.

If a member who is a criminal suspect or who exercises Fifth Amendment rights not to incriminate himself is ordered to submit a report or answer questions under these policies, the responses may not be used against the officer in criminal proceedings (Garrity v. New Jersey, 385 U.S. 493 (1967)). A "Warning and Assurance to Employee Required to Provide Information" (see Attachment C) shall be used. Where a statement is obtained based on the Garrity procedure, care shall be taken to ensure that confidentiality of the statement is maintained. It shall not be shown or communicated by the Internal Affairs investigator to any person except the Chief of Police for so long as a criminal investigation is ongoing.

8.04.05 UNION REPRESENTATION. An Internal Affairs investigation is an administrative matter. A member involved has the right to meet with or seek advice from a union representative prior to an interview if the member reasonably believes he/she may be subject to discipline.

- A. In such case, if the member appropriately requests the union representative and does not waive that right, the Internal Affairs investigator may:
 - 1. Grant the request and defer the interview until a union representative is present. The schedule of such representative will be reasonably accommodated.
 - 2. Give the member a choice of having the interview without union representation or having no interview at all.
- B. The role of the union representative, if present at an interview of a department member, is limited as follows:
 - 1. The representative may inquire at the outset of the interview regarding its purpose including inquiring about the general subject matter of the questioning to follow.
 - 2. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions.
 - 3. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information.
 - 4. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

If an employee refuses to participate in an interview and the purpose of the interview does not relate to discipline of that employee or the employee's belief that discipline, which may result, is not reasonable, the investigator shall so inform the employee. The employee's failure to proceed under such circumstances may lead to discipline.

8.04.06 INVESTIGATION REPORTS. All information developed during an investigation is to be treated by the Internal Affairs investigators with the strictest confidence. Upon completion of the investigation, a complete written report shall be submitted to the Chief of Police, and investigated employee, which shall include but not be limited to:

- A. Summary of the investigation.
- B. The original and all subsequent statements of the complainant.
- C. Statements of involved personnel.
- D. Statements of all witnesses.
- E. Description and analysis of all evidence which clarified what the physical evidence tends to prove.
- F. Listing of documents.

8.05.00 DISPOSITION OF COMPLAINTS. The Chief of Police or designee will, upon completion of the review of charges, will classify the complaint as follows and promptly notify the effected Department member as to the disposition of the complaint.

- A. **Not involved.** Investigation establishes that the effected member was not involved in the alleged incident.
- B. **Unfounded.** The acts complained of did not occur or did not involve department personnel.
- C. **Exonerated.** The alleged conduct occurred but it was justified, lawful and proper.
- D. **Not sustained.** The investigation does not reveal evidence sufficient to prove the allegation made in the complaint.
- E. **Sustained.** The allegation is supported by sufficient evidence.
- F. **Chargeable.** The investigation establishes that the member was substantially at fault in an automobile accident.
- G. **Non-chargeable.** The investigation establishes that the member was not substantially at fault in an automobile accident.

8.06.00 REVIEW OF USE OF FORCE. In the event of either accidental or purposeful discharge of a firearm by a department member, such member shall immediately notify the supervisor of the incident, and provide information requested in order to preserve and protect the scene, apprehend suspects, and protect officers and the public. The employee will be given the right to Association or attorney representation prior to being required to give any further oral or written statement. The investigation into the discharge of the firearm will be conducted in accordance with the policy concerning firearms discharge (Section 13.04.00 et seq).

8.07.00 REVIEW OF VEHICLE ACCIDENTS. When an member is involved in an accident with a department vehicle, such member shall immediately notify the supervisor of the incident and will file a detailed report, with the right to consult Association representation prior to written or further oral statement. The supervisor will conduct an investigation of the accident and make a preliminary finding of chargeable or non-chargeable. The Chief of Police will review the supervisor's investigation, issue final findings and take appropriate remedial action.

8.08.00 BOARD OF INQUIRY. A Board of Inquiry may be established at the discretion of the Chief of Police for the purpose of investigating incidents in which department personnel are involved in order to evaluate methods and policies and to determine procedural or policy deficiencies. The composition of the Board will be determined by the Chief of Police based upon expertise, objectivity and other traits deemed desirable. Objectives, operational guidelines and the necessary authority to complete the assignment will be provided to the Board in writing by the Chief of Police.

APPENDIX - C

CHAPTER 9

DISCIPLINE

9.00.00 PURPOSE. This chapter is responsive to and closely related with the investigation and disposition of complaints (KPD Policy Chapter 8).

9.01.00 POLICY. In order to protect the rights of the citizens and department members, it is the policy of the police department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry, appropriate action will be taken. Discipline of a member is but one of a number of alternatives which may be appropriate.

9.02.00 DISCIPLINARY SYSTEM AND THE CONCEPT OF DISCIPLINE.

Aspects of Department administration, which have an impact on discipline within the Police Department, include selection, training, direction, supervision and individual accountability. These elements are interdependent. The Department's view of discipline involves a system-wide approach including positive as well as punitive elements of discipline.

9.02.01 GROUNDS FOR CHARGES OR DISCIPLINARY ACTION. Grounds for discipline are not confined to violations of this manual and include conduct, which the Chief of Police or a supervisor considers as constituting cause.

9.02.02 DISCIPLINARY ACTION. Violation of any of the directive contained in this manual, violations of any general or special order, or failure to meet standards which the Department may reasonably expect of a professional police officer or other Department member may be cause for disciplinary action. The type and severity of disciplinary action depends on the nature of the offense, the totality of circumstances, the number and frequency of previous acts of misconduct, the quality of overall performance, the need to maintain discipline and public trust, and other relevant factors.

9.03.00 DEPARTMENT RESPONSIBILITY. Any member of the Department who commits an offense contrary to law or violates the rules and policies of the Department, who is incompetent to perform duty as a member of this Department, or demonstrates unsuitability for further service is subject to appropriate disciplinary action.

9.04.00 RESPONSIBILITY OF THE CHIEF OF POLICE. Final disciplinary authority and overall responsibility for personnel administration rests with the Chief of Police. Except for oral and written reprimands, disciplinary actions must be taken or approved by the Chief of Police. Supervisors have shared responsibility to ensure that training, counseling and appropriate punitive measures occur.

9.05.00 [Reserved]

9.06.00 COMMAND RESPONSIBILITY. Supervisors are responsible for the performance and conduct of subordinates and their adherence to Department directives, policies and procedures.

Supervisors are authorized to take disciplinary action up to and including written reprimand. Supervisors may suspend with pay where the suspension is administrative and not as discipline.

Imposition of other disciplinary action may be recommended and will be reviewed and approved in advance by the Chief of Police.

9.07.00 FUNCTION OF POSITIVE DISCIPLINE. In the interest of discipline, it is the policy of the Chief of Police to reward, train and counsel employees in order motivate desired behavior and performance or whenever it is appropriate to insure that desired standards are understood. Such action is referred to as corrective action. Rewards include letters of recognition and/or commendation and other awards identified and determined by the Chief of Police. More severe action may be taken in those instances where warranted under the tenets of just cause.

9.08.00 TRAINING AS A FUNCTION OF DISCIPLINE. Training may be employed by itself or in conjunction with one or more other components of the discipline system. Remedial training, using training as a function of discipline, shall be fashioned as appropriate to assist the member in overcoming a perceived deficiency.

9.09.00 COUNSELING AS A FUNCTION OF DISCIPLINE. Counseling by a supervisor may be employed by itself or in conjunction with one or more other components of the disciplinary system. Counseling will occur when a supervisor reasonably believes that an employee has an existing problem or is experiencing difficulty understanding, adjusting to or responding to matters which are job related and pertain to assigned tasks, personnel or Department policies, interpersonal relationships with co-workers or matters which are largely personal but affect the employee's work performance.

Counseling generally occurs when a deteriorating affect on work performance is noted and there is reason to believe that counseling will assist the employee in a supportive way or otherwise have a positive impact on work performance.

The counseling process may be utilized by a supervisor and it may be initiated by a supervisor or an employee. If, in the initial counseling effort, a remedy cannot be found then the counseling process will be referred to the Chief of Police and may be referred outside the Department as appropriate, i.e. to the City Personnel Officer, a chaplain, a counseling professional or an employee assistance provider.

9.10.00 FUNCTION OF MORE SEVERE DISCIPLINE. Corrective actions constitute a component of the disciplinary system. Corrective actions permitted by the Department include:

- A. Oral reprimand which may be documented in written form.
- B. Written Reprimand.
- C. Suspension with pay.
- D. Suspension without pay which is specified to constitute punitive discipline rather than administrative action.
- E. Reduction of pay or deprivation of privileges or benefits.
- F. Demotion.
- G. Dismissal.

Oral reprimands may be documented in a memo to the personnel file, however, ordinarily a reprimand is documented in the supervisor's log or notebook. Oral reprimands, as well as other types of discipline, may be summarized in the performance evaluation.

Written reprimands will be forwarded through the Chief of Police for filing of the reprimand in the member's personnel file.

9.11.00 SUSPENSIONS. A member relieved or suspended from duty shall have no department authority nor shall any such employee engage in any police or duty-related function while suspended, except for court appearances. A member relieved or suspended from duty shall not be permitted to wear the uniform of the Keizer Police Department nor permitted to use or wear any Department clothing, equipment or other items except as otherwise directed by the Chief of Police. A member relieved from duty shall immediately surrender the badge and identification card and other issued equipment as directed. Any limited or reserve officer will surrender assigned equipment as ordered by the Chief of Police.

9.12.00 EMERGENCY SUSPENSIONS. Supervisory/command officers have the authority to impose an emergency suspension, with pay, when it appears that such action is in the interest of the Department. The emergency suspension shall be effective until the next business day. Any member receiving suspension shall report to the Chief of Police at 9:00 a.m. on the following business day unless otherwise directed by the supervisor/commander who imposed the emergency suspension. This supervisor shall also report to the Chief of Police at that time.

9.13.00 DISCHARGE. After the probationary period is completed regular members of the Department shall not be discharged except as provided for in this directive and in the applicable union agreement or City personnel policies. This directive provides for disciplinary procedures and shall not be construed as conferring on any employee any right or expectation of continued employment. Such rights are found in the City Personnel policies and union agreement exclusively.

JUST CAUSE. When a member is entitled by virtue of a union agreement or City personnel policies not to be disciplined except for "cause" or "just cause," the determination shall be made by the supervisor imposing or recommending the discipline and reviewed by the Chief of Police. A number of factors may be taken into account and given appropriate weight which include:

- A. To what extent has the member been trained in the proper conduct or manner of performance?
- B. Has the member had the same kinds of performance problems in the past (the repeat offender)?
- C. Has the member been disciplined for the same or similar conduct in the past?
- D. If the member has been disciplined in the past, how has the member responded to the discipline?
- E. How serious is the offense? Is it just an annoyance? Has the member caused personal injury or property damage? Has the member done something illegal?
- F. Have other members had similar performance problems? If so, how have their situations been addressed?
- G. Are there acceptable explanations for the member's conduct that should be taken into account?
- H. How has the member performed in the other aspects of employment?
- I. Are there personal problems that account for the conduct?
- J. Has the Department taken reasonable steps to help the member correct the problem?

9.15.00 PRE-DISCIPLINARY DUE PROCESS PROCEDURES. The following procedures shall apply to all disciplinary actions.

9.15.01 VERBAL REPRIMAND/WRITTEN REPRIMAND/SUSPENSION WITH PAY. Due process is not a factor when considering this type of discipline. Action of this nature shall be based on "just cause" as determined by the supervisor or Chief of Police.

Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, i.e. when a member is involved in a traumatic incident or is suspected of misconduct which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and

9.15.01 VERBAL REPRIMAND/WRITTEN REPRIMAND/SUSPENSION WITH PAY (continued).

depending upon the outcome, it may be appropriate to restore the member to duty status or change the suspension to one without pay if the facts warrant such action.

9.15.02 SUSPENSION WITHOUT PAY/REDUCITON IN PAY/REDUCITON IN RANK/ANY COMBINATION OF THESE ACTIONS/AND DISMISSAL. Prior to taking action involving loss of pay, reduction in pay/rank or dismissal, the Chief of Police or designated supervisor shall.

- A. Notify the member in writing of the nature of the charges which will include a copy of the complaint against the member and other witness statements or reports which state facts on which the charges are based, unless confidential and disclosure would compromise another investigation. The Chief of Police shall identify the directives, policies, procedures, work rules, regulations or other order of the Department which appears to have been violated.
- B. State the range of discipline that is being considered.
- C. Afford the accused member an informal opportunity to respond to the charges orally or in writing normally within three (3) days from receiving such written notice, which shall be extended upon request up to two (2) additional days. The opportunity to respond may occur at a meeting conducted and presided over by the Chief of Police or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the member full opportunity to be heard, refute the charges, and have his/her position considered prior to imposition of discipline.

The meeting may be tape recorded or written record may be made of the proceedings. The Chief of Police or other person having authority to preside over the meeting will determine when the conference is concluded and who may be present, may request further documentation, and may consider any information deemed pertinent and necessary to assist in reaching a logical determination. The member may provide written statement. The member may provide written statements. Testimony or cross-examination of witnesses will not occur at this conference.

The member shall have the right to answer the charges against him/her. The answer may include written or oral evidence and statements by the member. Members may make any presentations they believe relevant to their case. However, the meeting is not a full hearing and witnesses are not subject to call or examination.

9.15.02 SUSPENSION WITHOUT PAY/REDUCITON IN PAY/REDUCITON IN RANK/ANY COMBINATION OF THESE ACTIONS/AND DISMISSAL (cont.).

The Chief of Police will issue a written decision exonerating the member, imposing discipline, or taking any other action deemed appropriate.

9.16.00 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

9.17.00 DUTY TO REPLY/COOPERATE. Members will answer all questions, which a supervisor may ask regarding the performance of duty or any department member and will cooperate with the internal disciplinary process.

9.18.00 APPEAL OF DISCIPLINARY ACTION.

- A. Bargaining Unit.** Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The union agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.
- B. Non-Bargaining Unit.** Members who are not covered by the bargaining agreement may appeal discipline in the following manner.

Step 1: A complaint, if not settled satisfactorily with the supervisor imposing discipline, shall be reduced to writing and signed by the member. The complaint shall include at least the following information : (a) a statement of the complaint and the facts upon which it is based; (b) the remedial action requested; (c) a statement of the reasons any rules or regulations which the member believes the Department has not adhered to or should follow. The written complaint shall be delivered to the supervisor how will, except in extraordinary circumstances, respond within five (5) working days.

Step 2: If the complaint is not settled satisfactorily by the supervisor, it may be submitted to the Chief of Police with a request for review of the complaint and shall include a written statement of any deficiencies in the supervisor's response. The Chief of Police will respond to all such complaints.

Step 3: If the member's complaint follows his/her discharge from employment, the member shall be entitled to a post-discharge due process review.

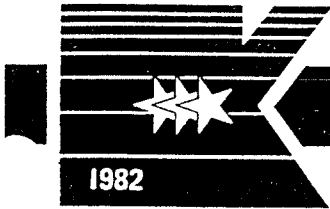
9.19.00 POST-DISCHARGE REVIEW. Following a hearing presided over by the City Manager or designee, the City Manager shall determine whether the Chief of Police has cause to support the discharge, make findings, and issue a determination to the Chief of Police which will be adhered to. The City Manager will address relevant issues raised by the discharged member and may consider any issue relevant to whether cause exists for the discharge. The City Manager will issue a written decision, which sustains, modifies or sets aside the discipline imposed. A record of the hearing will be made by electronic recording and a copy of the tape may be made for any requesting party at their expense.

All documents and other exhibits considered by the City Manager will constitute a part of the record, which shall be maintained in an appropriate file. Witnesses will be administered an oath or affirmation and cross-examination will be permitted. Each party shall be responsible for arranging for the appearance of witnesses upon which it intends to rely. The City will make its own employees available on showing that they are necessary and have relevant testimony to offer. Should the discharged member require the presence of any City employee at the hearing, that employee must be identified not later than five (5) days prior to the date of the hearing.

The order of procedure at the post-discharge hearing will be as follows:

- A. The Chief of Police or his designee will set forth the reasons for the discharge on the facts on which it is based. The discharge member may conduct cross-examination if appropriate.
- B. A terminated member may present evidence in support of the appeal with or without the assistance of legal counsel or other representative.
- C. The Chief of Police or his designee may cross-examine or submit evidence in rebuttal or both.
- D. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the Chief of Police or his designee then by the member or the member's representative. The Chief of Police may offer rebuttal evidence if desired.
- E. Evidence of a type commonly relied upon by reasonably prudent persons is the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.

9.20.00 INFORMAL PROBLEM/COMPLAINT RESOLUTION PROCESS. To facilitate communication between the member(s) and administration of the Department, any member who feels they are not being treated fairly may report the problem to a supervisor or the Chief of Police. Members are encouraged to talk with their supervisor as soon as possible and seek informal resolution of problems, which arise. If a problem is not resolved at that level, a written statement containing all pertinent information can be filed with the Chief of Police who will make a timely and appropriate response.



KEIZER POLICE

WARNING AND ASSURANCE TO EMPLOYEE REQUIRED TO PROVIDE INFORMATION

This is an official administrative inquiry regarding information pertaining to or allegations or misconduct or improper performance of official duties.

This inquiry pertains to _____

(State the general nature of the inquiry)

The purpose of this interview is to obtain information, which will assist in the determination of whether administrative action is warranted.

You are going to be asked a number of specific questions regarding the performance of your official duties. You have a duty to reply to these questions and agency disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully.

Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal proceeding except that, if you knowingly and willfully provide false statements or information in your answers, you may be disciplined up to and including discharge and may be prosecuted criminally for that action. The answers you furnish and any information or evidence resulting therefrom may be used in the course of agency disciplinary proceedings, which could result in disciplinary action including dismissal.

ACKNOWLEDGMENT: I have read and understand my rights and obligations as set forth above.

Employee's Signature

Date

Investigator's Signature

Date

KPD 9/99



**WARNING AND ASSURANCE TO EMPLOYEE
REQUESTED TO PROVIDE INFORMATION
ON A VOLUNTARY BASIS**

You are being contacted to solicit your cooperation in an inquiry regarding information pertaining to or allegations of misconduct or improper performance of official duties. The matter under investigation could also constitute a violation of law, which could result in criminal prosecution of responsible individuals.

This inquiry concerns _____

(State the general nature of the matter)

You have the right to remain silent. If you do decide to answer questions or make a statement, you may stop answering at any time.

Although you would normally be expected to answer questions regarding your official duties, in this instance you are not required to do so. Your refusal to answer on the ground that the answers may tend to incriminate you will not subject you to disciplinary action by the department.

Any statement you furnish may be used as evidence against you in any future criminal proceeding or disciplinary proceeding or both.

WAIVER: I understand the warnings and assurances stated above and I wish to answer questions or make a statement concerning this matter.

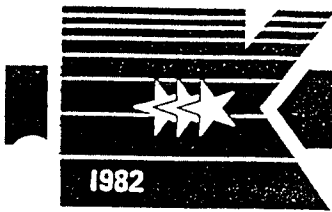
Employee's Signature

Date

Investigator's Signature

Date

KPD 9/99

**KEIZER POLICE****CITIZEN COMPLAINT STATEMENT**

COMPLAINANT _____

ADDRESS _____

PHONE NOS. (H) _____ (W) _____

COMPLAINT / INCIDENT DETAILS:

DATE/TIME OF INCIDENT _____

LOCATION OF INCIDENT _____

DEPARTMENT MEMBER NAME _____

EXPLANATION OF COMPLAINT / INCIDENT (PLEASE LIST ANY WITNESSES):

(Use back of form or additional paper if necessary)

COMPLAINANT'S SIGNATURE _____

DATE SIGNED _____

NOTICE: In signing this complaint, the complainant recognizes that they could be either civilly or criminally liable for initiating a false complaint. This complaint form will be forwarded to the Chief of Police for review. The complainant will be notified in a timely manner as to the final disposition of the complaint, although complete details of the investigation may not be subject to public disclosure.

FOR DEPARTMENT USE ONLY

DATE / TIME RECEIVED _____ BY _____

FORWARD TO (SUPERVISOR) _____

CASE / CITATION NO. / OTHER _____

DISPOSITION / BY _____

KPD 6/97



October 4, 1999

AGENDA ITEM 7d

**RESOLUTION – ADOPTION OF 1999/2000 CITY COUNCIL
GOALS**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL MEMBERS

**FROM: WALLY G MULL
CITY MANAGER**

SUBJECT: 1999-2000 GOALS

BACKGROUND:

In November 1998, the incumbent City Council worked together with the out-going council members to draft new goals for the City. Several work sessions were used to develop a large list of goals and a public Forum was held at the Keizer Fire Hall to receive input from the citizens. In June of 1999 a final list of six Goals were approved by the City Council.

1. Develop the Chemawa Activity Center Economic Feasibility Study to gather information to provide to the voters.
2. Reduce the possibility of flooding and implement mitigation measures.
3. Conduct and review revisions of Master Plans.
4. Establish a Peer/Municipal Juvenile Court.
5. Develop a Five –Year Financial Plan.
6. Review and amend the New Development Code.

RECOMMENDATION:

Council adopt a resolution adopting the Council Goals for 1999 and 2000.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R99-_____

ADOPTION OF 1999-2000 CITY COUNCIL GOALS

BE IT RESOLVED that the City Council of the City of Keizer does hereby
adopt the following Council goals for 1999 and 2000:

1. Develop the Chemawa Activity Center Economic Feasibility Study to gather information to provide to the voters;
 - Land Acquisition
 - Funding of Infrastructure
 - Coordination with possible developer
2. Reduce the possibility of flooding and implement mitigation measures;
 - Adopt the new FEMA Flood Map
 - Adopt the Army Corp of Engineers River Wall design and seek funds to complete the project
 - Continue to work with other effected jurisdictions regarding flooding issues.
3. Conduct review and revisions of Master Plans;
 - City Hall Master Plan
 - Water System Master Plan/Water Rate Study
 - Parks Master Plan
4. Establish a Peer/Municipal Juvenile Court
5. Develop a Five-Year Financial Plan
 - Forecast Tax implications
 - Assess need for local option levy
 - Capital projects
6. Review and amend the New Development Code
 - Master Plan for Infill Development
 - Sign Code

PASSED this _____ day of _____, 1999.

SIGNED this _____ day of _____, 1999.

Mayor

City Recorder



October 4, 1999

AGENDA ITEM 8a

**MCNARY RESTAURANT LIQUOR LICENSE – CHANGE OF
TRADE NAME/OWNERSHIP**

CITY COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC
CITY RECORDER



SUBJECT: McNARY RESTAURANT (FORMERLY COLLETTE'S)
CHANGE OF OWNERSHIP
DISPENSER CLASS A LIQUOR LICENSE

BACKGROUND:

On September 2, 1999, an application for a change of ownership/trade name was received from Paul and Kay Parise, new operators of McNary Restaurant, formerly known as Collette's Restaurant. The establishment is located at 165 McNary Estates Drive, Keizer.

In February, 1995 the City Council adopted an Ordinance establishing a procedure for reviewing liquor license applications within the City of Keizer. The application has been reviewed by the Keizer Police Department in relation to the guidelines of this ordinance. Their response is attached. The City Planner has also reviewed the application and found the property to be appropriately zoned.

RECOMMENDATION:

It is recommended the City Council approve and forward a recommendation to the Oregon Liquor Control Commission for the change of ownership/trade name for the liquor license for McNary Restaurant.

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
Application is being made for: ☒ DISPENSER, CLASS A ☐ DISPENSER, CLASS B ☐ DISPENSER, CLASS C ☐ PACKAGE STORE ☐ RESTAURANT ☐ RETAIL MALT BEVERAGE ☐ SEASONAL DISPENSER ☐ WHOLESALE MALT BEVERAGE & WINE ☐ WINERY OTHER: <u>2/72</u> <u>PF 10260</u> <u>Rec # 3558</u> AUG 31 1999 RECEIVED OREGON LIQUOR CONTROL COMMISSION	NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative. THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF _____ (Name of City or County) RECOMMENDS THAT THIS LICENSE BE: GRANTED _____ DENIED _____ DATE _____ BY _____ (Signature) TITLE _____

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

1) MCMARY RESTAURANT & Lounge, INC. 2) _____

3) _____ 4) _____

5) _____ 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name COLLETTES RESTAURANT & BAR

3. New Trade Name MCMARY RESTAURANT & Lounge, INC. Year filed 1999
with Corporation Commissioner

4. Premises address 165 MCMARY ESTATES DR. KEIZER MARION OREGON 97303
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address 165 MCMARY ESTATES DR. KEIZER OREGON 97303
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes X No _____ Year 1986

7. If yes, to whom: PARCO CORPORATION Type of license: CLASS A

8. Will you have a manager: Yes _____ No X Name _____
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No X

10. What is the local governing body where your premises is located? CITY OF KEIZER, MARION COUNTY
(Name of City or County)

11. OLCC representative making investigation may contact: PAUL OR KAY PARISE
(Name)
1608 MISTWOOD DR. N.E. KEIZER 14-503-393-1833
(Address) (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature
(In case of corporation, duly
authorized officer thereof)

DATE 6-20-99
1) Paul W. Parise
2) Kay Parise
3) _____
4) _____
5) _____
6) _____



City Council Meeting of

Agenda Item No.

To: Mayor and City Council

Thru: Wally Mull, City Manager

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

Subject: Liquor License Application of McNary Restaurant (formerly known as Collette's)

Issue

Shall the City Council approve the liquor license application of McNary Restaurant?

Background

The Keizer Police Department responded to 19 calls for service at the address of 165 McNary Estates Dr. N., from September 1, 1998 through August 31, 1999. 2 were in conflict with the ordinance and only 1 involved the sale/consumption of alcohol, however management acted responsibly in calling for police assistance.

The applicant(s) Parise has/have no criminal history on record.

Thus, the background review did not reveal any significant history or events that would be in conflict with the City of Keizer City Ordinance 95-318.

Recommendation

The Keizer Police Department recommends approval of the liquor license for McNary Restaurant.

09/16/99 1025

B2961OR IB .REUR 2961 LEDS

QWHD.RLP.OR0241700.24884.PUR/L.NAM/PARISE,PAUL

WILLIAM.DOB/012740.RAC/W.SEX/M.SOC/544427266

NO CCH CANDIDATES

IF THE SUBJECT OF YOUR INQUIRY IS 'ARRESTED' - SUBMIT STATE AND FBI ARREST
FINGERPRINT CARDS TO OSP IDENTIFICATION SERVICES SECTION TO ESTABLISH A STATE
AND FBI CRIMINAL HISTORY RECORD.

END OF MESSAGE

09/16/99 1026

B3203OR IB .REUR 3203 LEDS

QWHD.RLP.OR0241700.24884.PUR/L.NAM/PARISE,KAY

LEONE.DOB/121540.RAC/W.SEX/F.SOC/544420885

NO CCH CANDIDATES

IF THE SUBJECT OF YOUR INQUIRY IS 'ARRESTED' - SUBMIT STATE AND FBI ARREST
FINGERPRINT CARDS TO OSP IDENTIFICATION SERVICES SECTION TO ESTABLISH A STATE
AND FBI CRIMINAL HISTORY RECORD.

END OF MESSAGE

INC C INCIDENT INFORMATION DISPLAY/UPDATE CAR501 002804/05/99

AGENCY: KZP INCIDENT #: 99-000445 ENT-BY: K41
CONNECT #: - - - REPORTED DATE/TIME: 011599 2127
OCCURRED DATE/TIM: 011599 2110 TO 011599 2127 INC TYP: ASSAULT NOT AG OT
SECONDARY INCIDENTS:

ST NO P STREET NAME TYP DIR APT CITY STATE REPORT
LOCATION: 00165 MCNARY ESTATES DR N KEIZER OR AREA 0241
INTERSECTS:

REPORTING OFFICER: 35839 CASE STATUS/DATE: A 011599 FOLLOWUP?: N
INVESTIGATING OFFICER: DATE ASSIGNED: CASE STATUS/DATE:
WEAPON/AUTO: IMPACT: HN SN SUS ACTIONS: STR
COMPUTER USED?: N DRUG INVOLV: BIAS: ALCOH INVOLV:
DOMESTIC VIOLENCE?: N CARDS: SOLICITED: POINT OF ENTRY:
METHOD OF ENTRY: TOOL USED: EVIDENCE OBTAINED: OTH PHO
CRIME PREVENTION:

TARGET: # OF PREMISES ENTERED: 00 GENERAL AREA: PROPERTY TYPE: CIT
PREMISE TYPE: RES

REMARKS: UPON MY ARRIVAL, OBSERVED VICTIM BLEEDING FROM THE HEAD. ADVISED BY SEVERAL WITNESSES THAT SUSPECT SLAMMED THE VICTIMS HEAD AGAINST THE DOOR AT THE ESTABLISHMENT. SUSPECT LEFT THE AREA PRIOR TO MY ARRIVAL.

NEXT REQUEST: INCIDENT #: -
MORE PAGES EXIST

*fight
escalated
into assault,
however liquor
not involved*

INC C INCIDENT INFORMATION DISPLAY/UPDATE CAR501 002804/05/99

AGENCY: KZP INCIDENT #: 99-005195 ENT-BY: K41
CONNECT #: - - - REPORTED DATE/TIME: 060799 2214
OCCURRED DATE/TIM: 060799 2214 TO INC TYP: LIQ LAW

SECONDARY INCIDENTS:

ST	NO	P	STREET NAME	TYP	DIR	APT	CITY	STATE	REPORT
LOCATION:	00165		M McNARY ESTATES		DR	N	KEIZER		AREA 0241
INTERSECTS:									

REPORTING OFFICER: 34944 CASE STATUS/DATE: EN 060799 FOLLOWUP?: N
INVESTIGATING OFFICER: DATE ASSIGNED: CASE STATUS/DATE:
WEAPON/AUTO: IMPACT: SUS ACTIONS:
COMPUTER USED?: DRUG INVOLV: BIAS: ALCOH INVOLV:
DOMESTIC VIOLENCE?: CARDS: SOLICITED: POINT OF ENTRY:
METHOD OF ENTRY: TOOL USED: EVIDENCE OBTAINED:
CRIME PREVENTION:

TARGET: # OF PREMISES ENTERED: GENERAL AREA: PROPERTY TYPE:
PREMISE TYPE: RES

REMARKS: COLLETTE'S AT McNARY GOLF COURSE...C IS BARTENDER, SAYS THERE
'S AN INTOX MALE YELLING AND SCREAMING...CAN HEAR HIM IN THE BACKGROUN
THREATS TO "WHOOOP-SOME ASS". NOW THERE'S OTHER MEN GETTING INVOLVED T

NEXT REQUEST: INCIDENT #: -
MORE PAGES EXIST

DISPLAY INCIDENTS CAR545 001007/23/97

RE AGEN:KZP DATE:090198 TO:083199 LOCATION:165 MCNARY ESTATES
ESTIMATED NUMBER OF RAIN HITS:19 (PRESS "PF8" FOR ACTUAL COUNT.)

AGCY INC#	TP INCIDENT TYPE	LOCATION	DATE STAT
KZP 98-011584	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 120198 EN
KZP 98-011767	I ALARM ACCID FIRE	00165 MCNARY ESTATES	DR N 120798 EN
KZP 99-000046	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 010299 EN
KZP 99-000445	I ASSAULT NOT AG OT	00165 MCNARY ESTATES	DR N 011599 A
KZP 99-000662	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 012499 EN
KZP 99-002754	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 032799 EN
KZP 99-002757	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 032899 EN
KZP 99-003232	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 041199 EN
KZP 99-003538	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 041999 EN

SCREEN NUMBER 1

AGCY INC#	TP INCIDENT TYPE	LOCATION	DATE STAT
KZP 99-003778	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 042799 EN
KZP 99-003856	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 043099 EN
KZP 99-004970	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 053199 EN
KZP 99-005195	I LIQ LAW	00165 MCNARY ESTATES	DR N 060799 EN
KZP 99-005431	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 061499 EN
KZP 99-005767	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 062399 EN
KZP 99-006266	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 070699 EN
KZP 99-006621	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 071699 EN
KZP 99-006855	I ALARM ACCID BURG	00165 MCNARY ESTATES	DR N 072399 EN
KZP 99-007571	I ALARM FLS BURG	00165 MCNARY ESTATES	DR N 081199 EN

SCREEN NUMBER 2

Total - 19
1 Assault (A)
1 Lig. Law
17 Alarms



October 4, 1999

AGENDA ITEM 8b

RESOLUTION – CALLING UP APPEAL OF BERKSHIRE
ESTATES PARTITION

CITY COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND COUNCIL MEMBERS

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: *PARTITION/VARIANCE CASE NO. 99-35 (BERKSHIRE ESTATES LLC)*

Berkshire Estates LLC has requested a partition/variance to allow the partitioning of a older single family dwelling from the manufactured home park in the Clear Lake area. In such a case, the staff makes an initial administrative decision. Staff approved in part the request. However, Carl Allemon has appealed such staff decision.

Normally, the appeal of a staff decision goes to the Hearings Officer. However, review of the timeline indicates that it would be difficult to have the matter heard by the Hearings Officer and a possible appeal and decision by the City Council within the 120-day deadline. Therefore, pursuant to KDC 3.201.04(A) we are advising the Council to call this up for initial appeal.

RECOMMENDATION:

Adopt the attached Resolution calling up the decision for hearing on October 18, 1999.

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

ESJ/tmh
attachment

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R99-_____

3 CALLING UP THE APPEAL OF PARTITION/VARIANCE
4 CASE NO. 99-35 (BERKSHIRE ESTATES LLC)

5 WHEREAS, Berkshires Estates LLC has applied for a partition/variance for property
6 located in the Clear Lake area;

7 WHEREAS, the administrative decision partially approving such application was
8 appealed which would normally cause a public hearing before and a decision by the Hearings
9 Officer;

10 WHEREAS, it appears that if the Hearings Officer's decision was appealed, final
11 action could not be completed within the state mandated 120-day period;

12 WHEREAS, Keizer Development Code Section 3.201.04(A) provides for setting a
13 special hearing directly before the Council if necessary to abide by the 120-day deadline
14 requirement; NOW, THEREFORE,

15 BE IT RESOLVED that the City Council of the City of Keizer calls up for initial
16 appeal Partition/Variance Case No. 99-35 and the appeal shall be set for public hearing
17 before the City Council on October 18, 1999 at 7:00 p.m.

18 PASSED this _____ day of _____, 1999.

19 SIGNED this _____ day of _____, 1999.

20 _____
21 Mayor

22 _____
23 City Recorder

24 5097COK.001

Lien & Johnson

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



AGENDA ITEM 8C

October 4, 1999

RESOLUTION – APPROVING ENGINEER REPORT FOR THE
VINEYARDS

COUNCIL MEETING: October 4, 1999

AGENDA ITEM NUMBER: _____

TO: MAYOR NEWTON AND CITY COUNCIL

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: THE VINEYARDS STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

ISSUE:

Upon review of the City Engineer's report filed for The Vineyards Street Lighting Local Improvement District, should City Council adopt a Resolution approving this report - or amend and approve the report as amended - and set a public hearing date to receive remonstrances to the project; or, in the alternative, abandon formation of the district.

BACKGROUND:

On August 2, 1999, the City Council adopted Resolution R99-1125 declaring the City's intent to initiate The Vineyards Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Utility Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for October 18, 1999 to consider remonstrances and other comments on the district's formation and objections to proposed assessments, and directing the City Recorder to provide notice of public hearing.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R99-____

4
5 APPROVING THE CITY ENGINEER'S REPORT; DECLARING
6 THE CITY'S INTENT TO FORM THE VINEYARDS STREET LIGHTING LOCAL
7 IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING
8

9 BE IT RESOLVED by the City Council of the City of Keizer, Oregon:

10 Section 1. That the City Council hereby finds the City Engineer's Report,
11 marked as exhibit "A" and by this reference incorporated herein, containing preliminary
12 plans and an estimate of probable costs for the Vineyards Street Lighting Local
13 Improvement District which was filed with the City Recorder on September 27, 1999 to
14 be satisfactory, and the same are hereby approved and adopted.

15 Section 2. That the City Council hereby declares its intention to form The
16 Vineyards Street Lighting Local Improvement District and to make the lighting district
17 improvements to serve the Vineyards Street Lighting Improvement District.

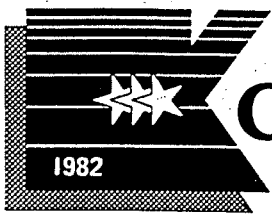
18 Section 3. That the City Council hereby directs the City Recorder to give notice
19 of its intention to form the Vineyards Street Lighting Local Improvement District and to
20 make the improvements by sending notice to the property owners within the district
21 stating a public hearing will be held on October 18, 1999, said notice to also provide
22 that information required under City of Keizer Ordinance 94-278, an ordinance
23 providing for procedures for municipal lighting districts and special assessments.

24 PASSED this ____ day of _____, 1999.

25 SIGNED this ____ day of _____, 1999.

26
27 _____
28 Mayor

29
30 _____
31 City Recorder



City of Keizer

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

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

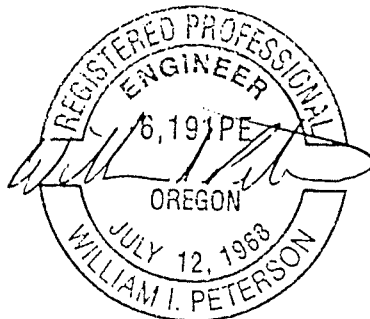
ENGINEER'S REPORT

FOR

THE VINEYARDS

STREET LIGHTING DISTRICT

For City Council Action October 4, 1999



Renew date: December 31, 2000

PREPARED BY:
William I. Peterson
Engineering Consultants, Inc.
4300 Cherry Ave. N
Keizer, OR 97303
(503) 390-7402

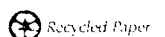
Date: September 24, 1999

Project File 99-0653

“Pride, Spirit and Volunteerism”

Incorporated 1982

*Red
9-27-99*



September 24, 1999

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for The Vineyards

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 99-1125** for the purpose of creating the subject Street Lighting District.

District Boundaries and Map: A Map of the proposed District is attached showing the areas benefitted by the street lights proposed to be installed.

Lighting Plan The lighting improvements will consist of 25, 100 Watt, high pressure sodium luminaires mounted on 4 foot long mast arms and attached to 25 foot fiberglass poles. This design is selected to be consistent with adjacent lighted areas. It is recommended that installation be accomplished by the following method:

Portland General Electric (PGE) would supply, install and maintain the luminaires, poles and underground or overhead wiring. PGE would also supply the electrical power to the District.

Estimated Costs:

Initial Cost and Annual costs -

25 Poles & 100 Watt luminaires @ \$16.78 per month each x 12 mos. =	\$5034.00
Administrative Fee @ \$6.00/Lot:	540.00
Engineering @ \$14.00/Lot:	<u>1260.00</u>
Total Assessment	\$6834.00
(1) Per Lot Assessment (First Year , 90 Lots)	\$75.93

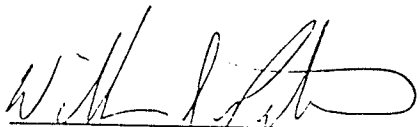
(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

Method of Assessment: It is recommended that the costs be assessed on a per lot basis to each parcel in the district.

The first year assessment would include the one time costs for District formation and engineering. Subsequent years assessments would reduce to \$55.93 per lot.

Assessment Roll: The attached preliminary assessment roll identifies the benefitted properties and the first year assessments to be levied against each.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'William I. Peterson', is written over a horizontal line.

William I. Peterson, PE

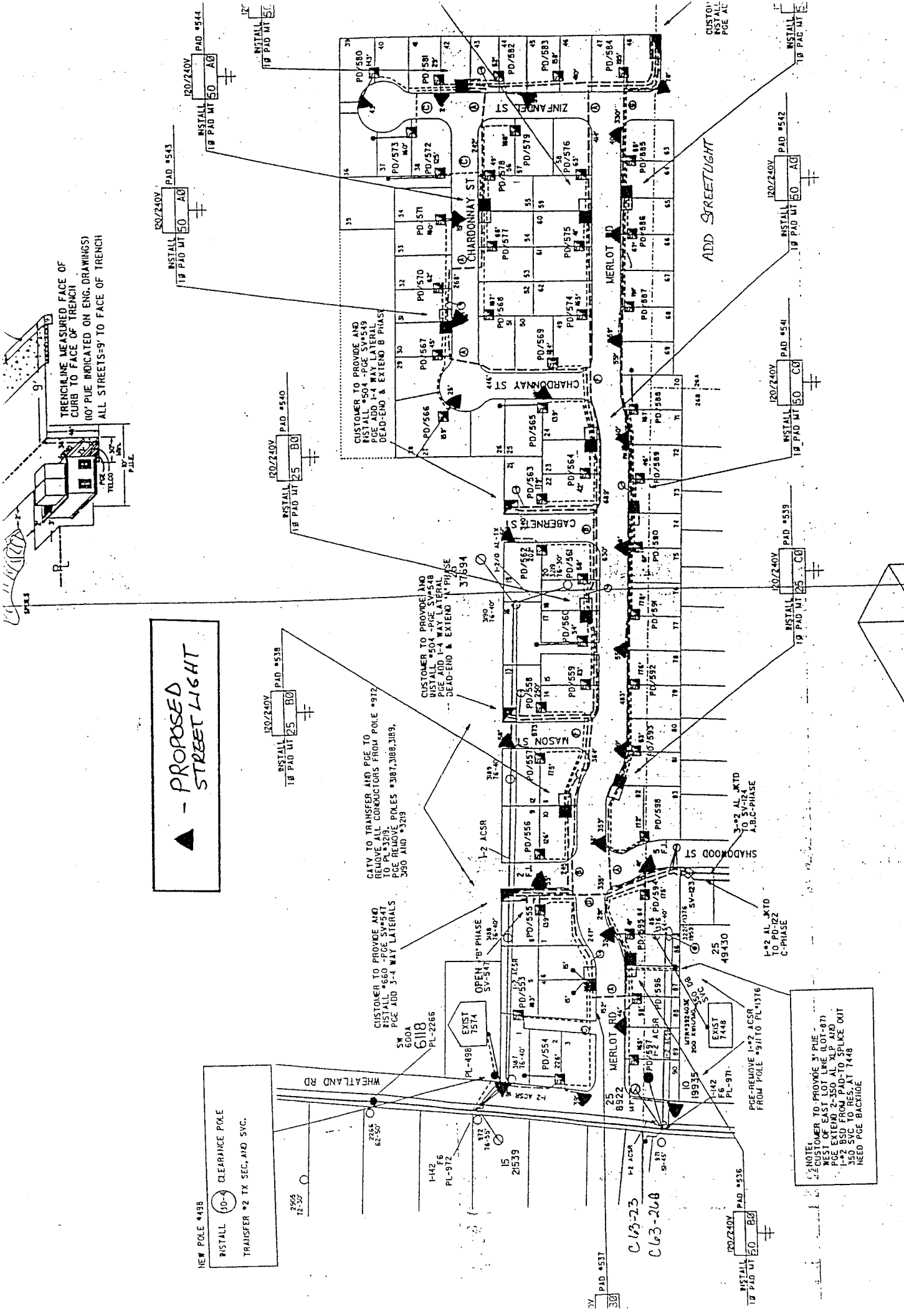
PRELIMINARY ASSESSMENT ROLL

THE VINEYARDS
STREET LIGHTING DISTRICT

*Assessors Map 6 3W 23CD & 6 3W 23DC

<u>Tax Lot #</u>	<u>Owners Name and Address</u>	<u>Cost per Lot</u>	<u>Lots</u>	<u>Assessment</u>
6 3W 23CD 700, 800 & 6 3W 23DC 1400	THE VINEYARDS LLC 5605 INLAND SHORES WAY N SUITE 202 KEIZER, OR 97303	\$75.93	90	\$6834.00

TOTAL ASSESSMENT \$6834.00





October 4, 1999

AGENDA ITEM 8d

**APPROVAL OF SEPTEMBER 20, 1999 REGULAR SESSION
MINUTES**

MINUTES
KEIZER CITY COUNCIL
Monday, September 20, 1999
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Newton called the regular meeting to order at 7:05 p.m. Roll Call was taken as follows:

Present:

Bob Newton, Mayor
Craig Campbell, Councilor
Lore Christopher, Councilor
Jim Keller, Councilor
Jerry McGee, Councilor
Jacque Moir, Councilor
Garry Whalen, Council President

Staff:

Wally Mull, City Manager
Rob Kissler, Director of Public Works
Dianne Hunt, Human Resources Officer
Shannon Johnson, City Attorney
Tracy Davis, City Recorder

PUBLIC TESTIMONY

There was no public testimony brought before the Council.

**COMMITTEE
REPORTS**

**a. Introduction of Whiteaker Middle School Principal-
Dale Koger**

Councilor Campbell introduced Mr. Koger as the new principal of Whiteaker Middle School.

Mr. Koger submitted some of his background as a principal and welcomed the Council to visit the school. He noted the crowding that continues at Whiteaker and the school is staffed to meet the large number of children attending the school. He expressed his appreciation in the parent volunteers that work at the school.

Mayor Newton thanked Mr. Koger for his report and also expressed appreciation in the amount of volunteerism that takes place in the area schools.

b. PROCLAMATION-Disability Employment Awareness Month

Mayor Newton shared the proclamation and declared October to be Disability Employment Awareness Month.

c. Regional Library District Report

Mayor Newton announced his intent was to bring a representative from the committee but indicated the information regarding the amounts of the tax assessments have not been finalized at this time. Mayor Newton noted it was premature to make a report until this information was confirmed.

Mayor Newton indicated that the Salem City Council would be meeting with the Library Committee in a work session, which he would try to attend and bring more information back to the Council in November. Mayor Newton noted that he had called a meeting of the Keizer Library Committee on September 22 at 6:00 p.m. and would supply this information back to Council.

OTHER BUSINESS

a. New Business

Councilor Campbell shared a copy of a booklet titled "The Face of Fatherlessness" which was distributed by the Oregon Center of Family Policy that talked about the role of fathers taking their job seriously.

Councilor Campbell reported that he attended the National Association of Telecommunications Officers and Advisors Conference. He explained some of the high-speed advancements that could be taking place in large cities in reference to infrastructure development. He felt it was important for Keizer to review these possibilities for future development.

Councilor Moir announced in Councilor Christopher's absence she attended the Parks Advisory Board meeting. She indicated that the Clearlake Neighborhood Association had raised \$400 that they would like to use to purchase picnic tables and park benches for Bair Park. The Board discussed the identification of possible projects to partnership with the National Guard. Councilor Moir shared that the Parks Tour that took place last month would be broadcast on CCTV. The Punt, Pass and Kick will take place on October 2, 1999 at McNary High School.

Councilor Moir noted Karla Juhola resigned from her position from the Parks Board due to other commitments.

b. Old Business

Ms. Hunt submitted her Y2K report noting that the City of Keizer has taken a proactive approach in making the necessary changes to meet the Y2K concerns. She went through each department and the upgrades that have been made to make all systems compliant.

Ms. Hunt indicated that they were confident any Y2K problems would not be a problem for Keizer but shared that Keizer's Emergency Operations Manager had been placed on alert and plan to identify employees who deliver critical services. Ms. Hunt shared she would supply a more detailed report on this issue at an upcoming meeting.

Mayor Newton thanked Ms. Hunt for her report. He indicated that he had spoken with Council Liaison Moir and she would speak to the Emergency Management Committee regarding a large generator that could power the needs at City Hall at their next meeting on September 23, 1999.

Rob Kissler, Director of Public Works noted he had been trying to locate inexpensive fill material for the Manzanita/Trail property. Resources previously identified have not been obtained at this time, however other alternatives may be available with the construction of the sewer trunk line extension in the Chemawa Activity Center.

Responding to questions, Mr. Kissler pointed out the Berkshire subdivision is a private development and until the development is 90% full, the overlay of the streets will take place. He noted that the developer was anticipating the overlay to take place in the spring of 2000.

City Manager Mull noted that the land in McNary Estates south of the bridge is being mitigated and improved. He noted that the City was not involved in this work. This was between the homeowners association, which sold land to a local engineering firm. However, he noted it is not being used for the construction of new homes.

City Manager Mull announced the Keizer Heritage Foundation is looking at a grand opening of the school building in November.

City Manager Mull stated he would be joining Chief Adams and Mayor Newton at Roth's Thursday evening to bag groceries to raise funds for the United Way.

Mr. Mull also noted a work session of the school board will be taking place on Tuesday, September 21, 1999 in the City auditorium. City Manager Mull encouraged the public to attend.

Responding to questions regarding the completion of the improvements to Cummings Lane, Mr. Kissler indicated that a new water line for River Road is being developed from Cummings Lane to Chemawa Road and once the waterline is completed the completion of Cummings Road will take place. He also noted that this area on River Road does not have enough right-of-way to place bike lanes.

ADMINISTRATIVE ACTION

a. ORDER- Appeal of Hearings Officer Decision – Partition/Variance Case No. 99-23 (1295 Harmony Drive)

City Attorney, Shannon Johnson reported at the September 7, 1999 Council Meeting staff was directed to prepare and Order approving the referenced partition/variance, as modified by the tentative agreement reached between the city attorney's office and the attorney for the applicant.

Councilor Keller moved and Order in the Matter of the Application of James Toney for a Partition and a Variance for a 3.11-Acre Parcel Located at 1295 Harmony Drive Northeast, Keizer, Oregon (Partition/Variance Case No. 99-23). Councilor Campbell seconded the motion.

Mayor Newton noted he and Councilor Christopher would abstain from voting on this matter due to their absence at the September 7th meeting.

The motion passed as follows:

AYES: Campbell, Keller, McGee, Moir, Whalen (5)

NAYS: None (0)

ABSTENTIONS: Christopher and Newton (2)

ABSENT: None (0)

b. RESOLUTION- Authorizing City Manager to Enter O'Neil Sanitary Sewer Trunk Line Reimbursement Agreement-The Highlands Subdivision

Mayor Newton noted he would allow public testimony on this issue.

Gordon Hanna, PO Box 4591, Salem, OR - Mr. Hanna spoke on behalf of Mike Lydon, developer and Mark Grenz from Multi-Tech Engineering pertaining to issues of development at Highlands and Bahnsen Woods Subdivision. Mr. Hanna shared a copy of the order of approval with recommendations regarding the Highlands Subdivision. He indicated that in these recommendations

Piccullel/Chimento that an overall master storm drainage plan would be provided to serve that area of Keizer prior to the issuance of permits for construction in the proposed development.

Mr. Hanna explained how the City had required contributions of the development of the storm drains in the subdivision. He indicated that the storm drains constructed by Lydon were extensive and designed to carry storm water from a large area, including portions of land in that area that have not been developed. Mr. Hanna stated that there was no agreement from Piccullel/Chimento to participate in paying their share of the storm sewer development and Mr. Chimento had indicated he felt he did not owe money for the development of these storm drains.

Mr. Hanna noted that this raised questions of passed practices regarding the development and requirements of the City pertaining to storm drain lines, and areas which benefit from these lines are required to contribute a fair reimbursement at the time of development. Stressing that this would include Piccullel/Chimento for hooking into the line developed by Lydon for the Highland Subdivision.

Responding to questions, Mr. Hanna noted the concern of the release of funds until all the issues were resolved.

Mr. Johnson shared that he felt that this was an argument between the two developers that the City has tried to avoid in the passed. He clarified that the agreement tonight was for sanitary sewer only. Mr. Johnson noted that there are water reimbursements, but are done by water regulations without formal agreements. Storm drain reimbursements are less common and in this case it was a combination of miscommunication between the two developers regarding the possibility of a private agreement and the timing of the projects.

Mr. Johnson felt that this was a separate from the issue being brought before the Council. Mr. Johnson advised the Council that he felt they were not in the position to confirm policy and reimbursement for storm drain.

Mr. Johnson noted he had a conversation with Mr. Chimento who expressed he did not wish to wait on the reimbursement agreement. Mr. Johnson stressed that he felt this was a separate issue from the Lydon Chimento issue but indicated this would be the decision of the Council and went into an explanation of how this could be done.

Responding to questions Mr. Johnson clarified the reimbursement process and noted the basis for not proceeding could be the fairness of the situation between the developers but is not a direct connection for not proceeding with the agreement brought before them tonight. He reiterated his feeling that the dispute between Lydon and Chimento was a civil disagreement between the two of them. But, Mr. Hanna felt there had been reimbursement agreements in the past and felt it would be equitable for the City to participate in seeing that the reimbursement is made to Lydon Construction.

Mr. Hanna clarified that his comments should not be construed as negative towards the Piccullel/Chimento Group that they had not had time to work through the information received. He felt the City's active participation in working out a reimbursement agreement was essential.

City Manager Mull noted that once the numbers were assembled pertaining to the cost of the project the City would be happy to help negotiate these numbers with the developers.

Responding to questions City Manager Mull noted that the agreements tonight were for sanitary sewer and Mr. Hanna's concern was with the storm sewer.

Councilor Keller moved a Resolution Authorizing the City Manager to Enter into O'Neil Sanitary Sewer Trunk Line Reimbursement Agreement (Highland Estates Subdivision) Councilor Moir seconded the motion.

The motion passed unanimously as follows:

AYES: Campbell, Christopher, Keller, McGee, Moir, Newton and Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. RESOLUTION-
Authorizing City
Manager to Enter O'Neil
Sanitary Sewer Trunk
Line Reimbursement
Agreement –Bahnsen
Woods Subdivision**

Councilor Keller moved to Authorize the City Manager to Enter into O'Neil Sanitary Sewer Trunk Line Reimbursement Agreement (Bahnsen Woods Subdivision). Mayor Newton seconded the motion.

The motion passed unanimously as follows:

AYES: Campbell, Christopher, Keller, McGee, Moir ,
Newton and Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

Items on the consent calendar were as follows:

a. Approval of September 7, 1999 Regular Session Minutes

Councilor Keller moved for approval of the Consent
Calendar. Council President Whalen seconded the
motion.

Mayor Newton and Councilor Christopher announced
they would abstain from the approval of the minutes due
to their absence at the September 7th meeting.

The motion passed as follows:

AYES: Campbell, Keller, McGee, Moir and Whalen (5)

NAYS: None (0)

ABSTENTIONS: Christopher and Newton (2)

ABSENT: None (0)

WRITTEN COMMUNICATIONS

Mayor Newton shared that the release of information had
been supplied for the applications for the Planning
Commission and Parks Board vacancies and encouraged
any interested citizens to apply.

AGENDA INPUT

Mayor Newton noted the agenda input items.

September 27, 1999

5:30 p.m. City Council Work Session

October 4, 1999

7:00 p.m. City Council Meeting

- Collette's Restaurant Liquor License Change of
Name/Ownership (McNary Restaurant)
- Lucky's Deli II Liquor License Public Hearing
- City of Keizer Compensation Resolution
- Keizer Police Association Union Agreement
- Burglary Alarm Ordinance
- Adoption of 1999-2000 Council Goals

October 18, 1999

7:00 p.m. City Council Meeting

Mayor Newton announced the Chemawa Activity Center's Task Force meetings are scheduled for October 5th and October 19th. Mayor Newton noted that the Chair of this task forces goal was to reaffirm their goals and establish a calendar of meetings.

ADJOURNMENT

The meeting was adjourned at 8:04 p.m.

Tracy L. Davis, CMC-City Recorder

APPROVED:

Mayor Newton

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Jacque Moir

Councilor #2 - Lore Christopher

Councilor #5 - Craig Campbell

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved:



October 4, 1999

AGENDA ITEM 8e

**APPROVAL OF SEPTEMBER 27, 1999 SPECIAL SESSION
MINUTES**

MINUTES
KEIZER CITY COUNCIL
SPECIAL SESSION
Monday, September 27, 1999
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Newton called the special session to order at 5:32 p.m. Roll Call was taken as follows:

Present:

Bob Newton, Mayor
Craig Campbell, Councilor
Lore Christopher, Councilor
Jim Keller, Councilor
Jerry McGee, Councilor
Jacque Moir, Councilor
Garry Whalen, Council President

Staff:

Wally Mull, City Manager
Tracy Davis, City Recorder
Dianne Hunt, Personnel Officer
Rob Kissler, Public Works Director
Marc Adams, Chief of Police

PUBLIC TESTIMONY

No public testimony was brought before the Council.

**ADMINISTRATIVE
ACTION**

**Review of City
Manager's Employment
Contract**

Wally Mull, City Manager announced he is considering retirement on December 1, 1999 due to his retirement options pertaining to PERS. Mr. Mull indicated he would like to continue on as a contracted employee for an additional year until a new City Manager is hired and trained.

Mr. Mull pointed out the City Attorney indicated the Council could not discuss process or negotiations at this meeting. Ms. Hunt interjected that Council may only respond to Mr. Mull's request and may set a public meeting regarding the criteria or process for the hiring of a City Manager.

There was discussion among the Council whether Mr. Mull would be willing to contract only six months as opposed to a year and his feeling regarding turning over the reigns to the new City Manager once the training had been completed.

Mr. Mull indicated he would be willing to discuss the time frame of the contract.

Councilor McGee moved to accept the City Manager's resignation to take effect December 1, 1999 with our appreciation and to then appoint a sub-committee to renegotiate a contract. Councilor Campbell seconded the motion.

Councilor McGee indicated that he did not include a time frame as the committee may come up with a different concept.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Keller moved that the Council form a sub-committee to put together the criteria for selection of the new City Manager. Council President Whalen seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilors Christopher, Keller and Moir volunteered to be part of this committee.

Councilor McGee moved that an additional sub-committee be formed to renegotiate the extension of Mr. Mull's contract. Councilor Campbell seconded the motion.

The motion passed unanimously as follows:

AYES: Christopher, Campbell, Keller, McGee, Moir, Newton, Whalen (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor's McGee, Christopher and Mayor Newton volunteered to be part of the sub-committee.

OTHER BUSINESS

New Keizer Schools Access Roads

Councilor McGee opened for discussion the road extending through the proposed school property to Verda Lane. He proposed if the Council and staff are in agreement in a position that it be announced prior to the public hearing.

Councilor McGee pointed out that this would consist of a neighborhood street developed to collector standards with traffic calming devices be installed.

Councilor McGee moved that the Council go on record supporting the street going from Cherry to Verda (known as Alder Street) to be built as a residential street to collector standards. Councilor Moir seconded the motion.

Mayor Newton suggested if students are only from the Keizer area, there may not be the need for a road to the north, however if the boundaries are changed then the road must be completed to specified standards.

Councilor McGee stressed that school boundaries can change for a number of reasons and was concerned with this option. He indicated that safety was an issue that should be pursued. Councilor McGee indicated that by the Council stating their position prior to the public meeting would allow both sides to work more effectively.

Councilor Christopher suggested a friendly amendment to not manufacture the street to collector standards, rather a residential street which would allow the speed limit to be set at 25 mph.

The Council accepted the friendly amendment.

Councilor Keller stated that he would continue to oppose the suggestion for the need of the extension of the street. He stressed the additional traffic was a major concern.

Council President Whalen indicated he would also be opposed because he felt there was the need for by-pass ability for emergency services. This would include dedication of the width and the paving of an emergency road up to the school. He was also concerned with the amount of traffic that would be placed on the road if it were allowed to go through.

Councilor Christopher noted her support of the motion. She expressed her opinion that the extension of Alder Street would not alter the pattern for drivers who are already using the Salem Parkway.

Mayor Newton stressed as the history of schools in Keizer, once one is complete there had been no changes made pertaining to parking due to the expense involved. He urged the Council to consider this before making a decision.

Responding to questions City Manager Mull noted that the Development Code would not allow a gravel emergency exit because of the grade of the hill.

There was discussion of the financing and possible things that could be done now and in the future for completion of the Alder extension.

City Manager Mull noted in the last negotiations the City had offered to do the street improvements from Cherry Avenue to the bridge at the end of Pleasant View. The school district would be responsible to do the improvements through their property and from their property to Verda Lane. The estimated cost of the road by the City was \$350,000 the school district estimated \$500,000. Engineers from both sides concurred that the cost \$400,000. Mr. Mull noted that it would cost the school district \$200,00 to build the emergency exit and the City had offered to split that cost with them. The school district refused this offer. Mr. Mull noted that he felt the City would still be responsible for improvements from Cherry Avenue to the bridge.

Mr. Mull explained that it would also be advantageous for the school district to have this be a public street due to the maintenance being the City's requirement.

Responding to questions Public Works Director, Rob Kissler indicated that the development code contains three different designations for streets

Mr. Mull supplied an explanation of how urban renewal money could be used from Cherry to Alder and that the City would be applying for grants for completion of the road from that point to the bridge.

The motion passed as follows:

AYES: Christopher, Campbell, McGee, Moir and Newton (5)

NAYS: Keller and Whalen (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor McGee moved to correspond to the School District that the City will pay for the road construction costs from Cherry Avenue to the bridge, the School District pay for the road construction from the bridge through the school property, and the City and School District split the costs 50/50 for the construction of the road from the eastern border of the school property and the costs of the traffic signal to Verda Lane. Mayor Newton seconded the motion.

Mr. Mull suggested that the City pick up 50% of the construction costs and explained how during negotiations there was discussion of placing a signal at the top of the hill at a cost of \$130,000.

Responding to questions, Councilor McGee stated he would await further information to determine that the traffic signal is warranted at this intersection.

Council President Whalen pressed the issue of funding of the traffic light in the future.

Councilor Keller indicated that he would oppose the motion due to the timing. He felt by taking the financing issue on in a motion was too early in the process.

Councilor McGee stressed he felt it was important that the school district was aware of the Council's wishes and reiterated this would be subject to any new information being brought forward during a public hearing.

Mayor Newton suggested a friendly amendment to the motion to include the wording, "subject to additional information coming to the attention of the Council".

The friendly amendment was accepted by the Council.

The Council continued their discussion of the financing issues surrounding this road extension.

The motion passed as follows:

AYES: Campbell, McGee, Moir and Newton (4)

NAYS: Christopher, Keller and Whalen (3)

ABSTENTIONS: None (0)

ABSENT: None (0)

ADJOURNMENT

Mayor Newton adjourned the meeting at 6:31 p.m.

Tracy L. Davis, CMC-City Recorder

APPROVED:

Mayor Newton

COUNCIL MEMBERS:

Councilor #1 - Garry Whalen

Councilor #4 - Jacque Moir

Councilor #2 - Lore Christopher

Councilor #5 - Craig Campbell

Councilor #3 - Jim Keller

Councilor #6 - Jerry McGee

Minutes approved: