

CITY COUNCIL AGENDA PACKET

TUESDAY,
SEPTEMBER 7, 2004

- 6:00 P.M. EXECUTIVE
SESSION
- 6:40 P.M. URBAN RENEWAL
AGENCY MEETING
- 7:00 P.M. CITY COUNCIL
REGULAR SESSION

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

Thanks!!



PUBLIC MEETING NOTICE KEIZER CITY COUNCIL

9/2/04
FAXED

NOTICE OF EXECUTIVE SESSION

NOTICE is hereby given that the City Council of the City of Keizer will meet in executive session on **Tuesday, September 7 2004 beginning at 6:00 p.m.**

The Executive Session is being held pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations.

The Executive Session will be held at Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon. This location is accessible to the disabled. Please contact City Hall if special arrangements are necessary.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700, extension 102.

Dated this 2nd day of September, 2004.

Tracy L. Davis, CMC
City Recorder

Notice for Information Purposes Only.

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



CITY OF KEIZER

NOTICE OF MEETING

9/2/04
FAXED

URBAN RENEWAL AGENCY MEETING

NOTICE is hereby given that the Urban Renewal Agency of the City of Keizer will meet on **Tuesday, September 7, 2004 at 6:40 p.m.** The agenda includes a Resolution Authorizing the City Manager to Enter Agreement to Purchase Property in the Vicinity of Lockhaven Drive and Burlington Norther Railroad.

The meeting will be held in the Robert L. Simon Council Chambers, Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon.

Questions regarding this session may be directed to Chris Eppley, City Manager at 390-3700.

Dated this 2nd day of September, 2004.

Tracy L. Davis, CMC
City Recorder

Notice for Information Purposes Only.

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

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

A G E N D A
KEIZER CITY COUNCIL
EXECUTIVE SESSION

Tuesday, September 7, 2004

6:00 p.m.

Keizer City Hall
Keizer, Oregon 97303

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - a. Pursuant to ORS 192.660(2)(d) – To conduct deliberations with persons designated by the governing body to carry on labor negotiations.**
- 4. ADJOURN**

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

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

CITY OF KEIZER MISSION STATEMENT
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A G E N D A

URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Tuesday, September 7, 2004

6:40 p.m.

Robert L. Simon Council Chambers
Keizer, Oregon

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

- a. RESOLUTION – Authorization for City Manager to Enter Agreement to Purchase Property in Vicinity of Lockhaven Drive and Burlington Northern Railroad**

6. CONSENT CALENDAR

- a. Approval of July 19, 2004 Agency Regular Session Minutes**

7. OTHER BUSINESS

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8. AGENDA INPUT

9. ADJOURN

Upon request, auxiliary aids and/or special services will be provided to participants with disabilities. To request services, please contact us at (503) 390-3700 at least two working days (48 hours) in advance.



Urban Renewal Agency
September 7, 2004

AGENDA ITEM 5a

**Resolution - Authorizing the City Manager to Enter
Agreement to Purchase Property in Vicinity of
Lockhaven Drive and Burlington Railroad**

URBAN RENEWAL AGENCY MEETING: September 7, 2004

AGENDA ITEM NUMBER: _____

TO: URBAN RENEWAL AGENCY

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

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

SUBJECT: *WEIGEL PROPERTY TRANSACTION*

Lloyd and Juanita Weigel own property immediately west of the railroad tracks and north of Lockhaven Drive in Area B of the Keizer Station Plan. After negotiation with city staff, the Weigels have agreed to sell their approximate 4.7 acre property to the Urban Renewal Agency for right-of-way and redevelopment purposes. The purchase price is \$1.2 million.

Based on available information, staff feels that this is a fair price and recommends the acquisition of this property.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to acquire the property for the Urban Renewal Agency.

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

ESJ/tmh
attachment

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

2 Resolution UR2004-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
4 AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY IN
5 THE VICINITY OF LOCKHAVEN DRIVE, KEIZER, OREGON AND
6 THE BURLINGTON NORTHERN RAILROAD (LLOYD AND
7 JUANITA WEIGEL)

8 WHEREAS, it is appropriate and necessary for the Urban Renewal Agency to
9 acquire real property for possible future right-of-way and redevelopment pursuant to the
10 North River Road Urban Renewal Plan as amended;

11 WHEREAS, Lloyd and Juanita Weigel have agreed to sell real property located
12 in the vicinity of Lockhaven Drive, Keizer, Oregon and the Burlington Northern
13 Railroad to the Urban Renewal Agency;

14 WHEREAS, the Urban Renewal Agency wishes to move forward with such
15 purchase;

16 NOW, THEREFORE,

17 BE IT RESOLVED as follows:

18 Section 1. Authorization to Purchase. The City Manager is hereby authorized to
19 enter into that certain Agreement for Purchase and Sale, a copy of which is attached as
20 Exhibit "A" and by this reference incorporated herein.

21 ///

1 Section 2. Authorization to Take Necessary Action. The Urban Renewal
2 Agency hereby authorizes the City Manager to take all actions necessary and appropriate
3 to consummate the transaction as contemplated therein.

4 PASSED this _____ day of _____, 2004.

5 SIGNED this _____ day of _____, 2004.

Agency Chair

8 _____
9 City Recorder

AGREEMENT OF PURCHASE AND SALE
(Under Threat of Condemnation)

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of Aug 31, 2004, 2004, by and between Lloyd A. Weigel and Janita Weigel, husband and wife (the "Seller"), and the Urban Renewal Agency of the City of Keizer, an Oregon municipal corporation (the "Buyer").

RECITALS

A. The Seller is the owner of the real property and improvements on it hereinafter referred to as the "Property," located in the city of Keizer, County of Marion, State of Oregon, and more particularly described in Exhibit "A" attached.

B. The Buyer desires to purchase the Property from the Seller, and the Seller desires to sell the Property to the Buyer.

C. The parties acknowledge and agree that this purchase is made under threat of condemnation.

The terms of this Agreement are as follows:

AGREEMENT

1. **Purchase and Sale.** The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property shall be \$1,200,000.00.

3. **Payment of Purchase Price.** The purchase price shall be payable as follows:

(a) **Deposit.** The Buyer shall pay into escrow the sum of \$10,000.00 within fourteen (14) days of execution of this Agreement by Buyer. At closing, this deposit shall be credited toward payment of the purchase price.

(b) **Cash Balance.** On or before the closing date, the Buyer shall deposit into escrow the cash, a wire transfer of funds, a certified check, or a cashier's check, in the amount of \$1,190,000.00, the balance of the purchase price.

4. Escrow

(a) **Opening of Escrow.** Upon the deposit by the Buyer of the sum of \$10,000.00, escrow is established for consummating this transaction. The Buyer and the Seller shall deliver a fully executed copy of this Agreement to Fidelity National Title Company (the Escrow Holder). The Buyer and the Seller shall execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. If the additional or supplemental instructions conflict with the express terms of this Agreement, the terms of this Agreement control.

(b) **Closing Date.** This transaction shall close on or before October 15, 2004 (the "Closing Date"), subject to extension as set forth in Section 5.

5. Conditions to Closing

(a) **Conditions Precedent to Buyer's Obligations.** The close of escrow and the Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(1) **Title.** Buyer, at the Buyer's cost and expense, shall cause the Escrow Holder to issue to the Buyer its preliminary title report on the Property (the "Preliminary Commitment"), along with copies of all documents that give rise to exceptions listed in the report (the "Underlying Documents"). Within seven (7) days of receiving the Preliminary Commitment and the Underlying Documents, the Buyer shall give the Seller written notice setting forth the exceptions that are not acceptable to the Buyer (the "Unacceptable Exceptions"). All other exceptions shall be deemed acceptable to the Buyer. The Seller shall have seven (7) days after receiving the Buyer's notice within which to give the Buyer its written notice stating whether it will remove some or all of the Unacceptable Exceptions; provided, however, that the Seller must remove all monetary liens and encumbrances to the Buyer's reasonable satisfaction on or before the Closing Date. If the Seller agrees to eliminate the Unacceptable Exceptions, the Seller must do so at its cost and as of the Closing Date. If the Seller declines to eliminate all of the Unacceptable Exceptions, the Buyer has the right to terminate this Agreement by written notice given to the Seller within five (5) days of receiving the Seller's notice.

(2) Survey. Buyer, at Buyer's expense shall have obtained a survey satisfactory to Buyer in Buyer's sole discretion and which meets title company requirements for an ALTA extended owner's title policy.

(3) Site Study. Before closing, the Buyer may engage consultants or engineers of the Buyer's choosing to conduct site studies of the Property as the Buyer deems necessary. The Buyer or its agents shall have the right to enter the Property at reasonable times before closing to make such tests, inspections, studies, environmental inspections (including Level I assessment), and other investigations as the Buyer may require, at the Buyer's expense and risk. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Property for the purpose of making tests, inspections, studies, and other investigations. It shall be a condition to closing that the results of such studies or analyses, as well as the survey be acceptable to the Buyer in its sole discretion.

Should the results of the Level I Environmental assessment, or the results of the survey indicate the need for additional inspection and inquiry, Buyer and Seller agree to extend the Closing Date to and including November 1, 2004.

(4) Representations, Warranties, and Covenants of Seller. The Seller shall have duly performed each and every agreement to be performed by the Seller hereunder and the Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

(5) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property, whether directly or indirectly.

(6) Seller's Deliveries. The Seller shall have timely delivered each and every item to be delivered by the Seller pursuant to this Agreement.

(7) Title Insurance. As of the close of escrow, the Escrow Holder shall have issued or shall have committed to issue the title policy to the Buyer.

The conditions set forth in this Paragraph 5(a) are solely for the benefit of the Buyer and may be waived only by the Buyer. The Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be delivered in writing to the Seller. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters). If any condition is not satisfied or waived by the

Closing Date, the deposit shall be refunded to Buyer. However, if the subject condition was not satisfied by reason of a breach of this Agreement by Seller, then Buyer may exercise any remedy available to Buyer.

(b) **Cancellation Fees and Expenses.** If this escrow terminates because of the dissatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Buyer. If this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.

6. Deliveries to Escrow Holder

(a) **By Seller.** On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:

(1) **Deed.** A statutory warranty deed duly executed and acknowledged in recordable form by the Seller, conveying the Property to the Buyer subject only to nondelinquent property taxes, and other matters that may be approved in writing by the Buyer.

(2) **Nonforeign Certification.** The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to the Buyer to this effect in the form required by that statute and related regulations.

(b) **By Buyer.** On or before the Closing Date, the Buyer shall deliver the following in escrow to the Escrow Holder:

(1) **Purchase Price.** The purchase price in accordance with Paragraph B.3 above.

7. Deliveries to Buyer at Closing. The Seller shall deliver possession of the Property to the Buyer at close of escrow.

8. Title Insurance. Within (7) days of closing, the Buyer shall receive, at its expense, a extended ALTA owner's title insurance policy in the amount of the purchase price specified above, insuring title vested in the Buyer or its nominees, subject only to nondelinquent real property taxes and any other matters revealed by the Preliminary Commitment and not objected to by the Buyer pursuant to paragraph 5(a)(1) above. Seller must execute and deliver to the Escrow Holder at closing a certificate and indemnity substantially in the form required by the Escrow Holder.

9. **Adjustments.** The Buyer shall pay for the title insurance policy, all recording charges, all escrow fees and costs, and the Buyer's share of prorations pursuant to Paragraph 10 below. The Seller shall pay the Seller's share of prorations pursuant to Paragraph 10 below. The Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by the Buyer and the Seller, respectively. At closing, the Buyer shall contribute any funds necessary to pay its share of adjustments.

10. Prorations

(a) General. Rental, revenues, and other income, if any, from the Property and presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Property, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, the Buyer shall be deemed to be in title to the Property and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

11. **Seller's Representations and Warranties.** In addition to any express agreements of the Seller contained here, the following constitute representations and warranties of the Seller to the Buyer:

(a) **Representations Regarding Seller's Authority.**

(1) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(2) This Agreement and all documents required to be executed by the Seller are and shall be valid, legally binding obligations of and enforceable against the Seller in accordance with their terms.

(3) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Seller is a party or affecting the Property.

(b) **Warranties and Representations Pertaining to Real Estate and Legal Matters.**

- (1) The information contained in the recitals is true and correct.
- (2) Except as disclosed to the Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened, with regard to the Property or its operation.
- (3) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of the Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by the Seller.
- (4) The Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. There shall be no change in the ownership, operation, or control of the Seller from the date of this Agreement until the Closing Date.
- (5) The Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.
- (6) The Seller has not received any notices from any insurance company of any defects or inadequacies in the Property.
- (7) The Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights" or other development rights or restrictions relating to the Property.
- (8) To the best of the Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it.
- (9) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property.
- (10) The Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(11) There are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(12) To the best of the Seller's knowledge, there has not been any hazardous substance, including asbestos, stored, produced, or disposed of on the Property.

(13) No leasing or brokerage fees or commissions of any nature whatsoever shall become due or owing to any person, firm, corporation, or entity after closing with respect to the tenant leases.

(c) **Representations, Warranties, and Covenants Regarding Operation of the Property Through the Close of Escrow.**

(1) The Seller further represents and warrants that, until this transaction is closed or escrow is terminated, whichever comes earlier, it shall:

- A. Keep all existing insurance policies affecting the Property in full force and effect;
- B. Make all regular payments of interest and principal on existing financing, if any;
- C. Comply with all government regulations;

(2) The Seller will not make any alterations to the Property.

(d) **General Representation.** The Seller's representations and warranties contained here are true and accurate, and are not misleading. The Seller's representations and warranties contained here shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by the Seller in a separate certificate at that time. The Seller's representations and warranties contained here shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records.

12. Property Sold "As Is". Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to the Buyer at closing, the Buyer acknowledges that it is purchasing the Property AS IS.

13. Damage or Destruction; Condemnation. Until close of escrow, the risk of loss shall be retained by the Seller. The Seller shall keep the Property fully insured until close of escrow.

In the event all or any material portion of the Property is damaged, destroyed, or condemned or threatened with condemnation before the close of escrow, the Buyer may terminate this Agreement. In such event, escrow will be terminated, the earnest money deposit and accrued interest thereon will be promptly returned to the Buyer, and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of the Property is destroyed or condemned, this Agreement shall remain in full force and effect, including, without limitation, the Buyer's obligation to close this transaction as provided for here and to pay the full purchase price to the Seller. In such event, the Buyer shall be assigned all insurance proceeds or condemnation proceeds payable to or for the account of the Seller.

14. Waiver and Release of Claims. Seller hereby releases and waives any and all claims, causes of actions and complaints, whether judicial, administrative or otherwise against Buyer and the City of Keizer which arise under or in any way connected with Seller's ownership of the Property or the sale of the Property to Buyer. This waiver and release includes, without limitation, waiver and release of any reversionary interest Seller may have by way of condemnation law, as well as a release and waiver of any relocation costs and benefits, it being the understanding of the parties that the consideration set forth herein to be paid to Seller contemplates the total amounts that may be due to Seller.

15. Notices. All notices or other communications required or permitted under this Agreement must be in writing and must be (1) personally delivered (including by means of a professional messenger service), which notices and communications will be deemed received on receipt at the office of the addressee; (2) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications will be deemed received three days after deposit in the United States mail, postage prepaid; (3) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications will be deemed received one business day after deposit with the courier; or (4) sent by telefax, which notices and communications will be deemed received on the delivering party's receipt of a transmission confirmation.

To Buyer: Urban Renewal Agency of the City of Keizer
 c/o Tracy Davis, City Recorder
 PO Box 21000
 Keizer, OR 97307

With a Copy to: E. Shannon Johnson
Lien & Johnson
4855 River Road N.
Keizer, OR 97303

To Seller: Lloyd A. And Juanita Weigel
PO Box 5384
Salem, OR 97304

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

16. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

17. Buyer Held Harmless as Municipal Government. Seller agrees and understands that Buyer's responsibility and obligations under this Agreement do not and cannot bind Buyer as to its duties as municipal government which are necessarily separate and apart from its obligations hereunder. To that end, with regard to any actions that may affect Seller's operation of the Premises in any manner whatsoever, Seller agrees that enforcement in good faith of any lawful ordinances or regulations or any other acts Buyer may take with regard to the adoption of appropriate and necessary laws and ordinances, or any other acts Buyer may take in its role as municipal government shall not be restricted by the fact that Buyer entered into this Agreement. However, nothing in this Section shall be interpreted to permit Buyer to act or fail to act in any way inconsistent with any common law, constitutional or statutory rights of Seller or the established duties and obligations of Buyer as a municipal body. This provision shall survive closing and shall not merge with the deed. As used in this Section, the term "Buyer" shall also include the City of Keizer.

18. Legal and Equitable Enforcement of This Agreement

(a) Default by the Seller. If the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Seller, the Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the deposit, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

(b) Default by the Buyer. If the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Buyer, the Buyer and the Seller agree that it would be impractical and extremely difficult to estimate the damages that the Seller may suffer. Therefore, the Buyer and the Seller agree that a reasonable estimate of the total net detriment that the Seller would suffer if the Buyer defaults and fails to complete the purchase of the property is and shall be, and the Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the deposit. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by the Buyer, all other claims to damages or other remedies being herein expressly waived by the Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to the Seller. On default by the Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of the Seller to collect such liquidated damages from the Buyer and the Escrow Holder.

19. Miscellaneous

(a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Survival of Representations. The covenants, agreements, representations, and warranties made here shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

(d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) Attorney Fees. If a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then the prevailing

party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

(f) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it, including but not limited to, the Sale Agreement and Receipt for Earnest Money and all addenda thereto and/or modifications thereof. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(g) **Time of Essence.** The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(h) **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. If the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

20. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

21. Statutory Disclaimer.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST

PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. ORS 93.040(2).

THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505. ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF SALE OR TRANSFER OF THIS PROPERTY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

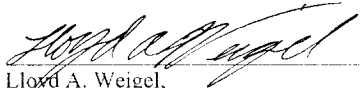
BUYER

URBAN RENEWAL AGENCY
OF THE CITY OF KEIZER

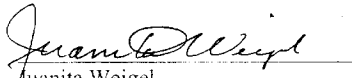
By: _____
Christopher C. Eppley, City Manager

Dated: _____

SELLER


Lloyd A. Weigel,

Dated: 8/31/04


Juanita Weigel,

Dated: 8/31/04

EXHIBIT "A"

PARCEL 1:

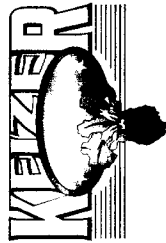
Beginning at an iron pipe set in the East boundary of the Oregon Electric Railway right of way and on the South boundary of the North half of Section 36 in Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point 46.87 chains West of the quarter section corner in the East boundary of said Section; thence North along the East boundary of said right of way 5.748 chains to the center of the County Road; thence South $45^{\circ}15'$ West 7.54 chains to the South boundary of the North half of said Section; thence East 5.34 chains to the place of beginning, excepting from the above described tract of land the right of way of the Oregon Electric Railway.

PARCEL 2:

Beginning at a point marked by an iron pipe in the center of the County Road said point being 11.50 chains East, and 19.535 chains South and South 39° East 26.247 chains, and North $45^{\circ}0'$ East, 0.914 chains from the Northwest corner of the Silas G. Pugh Donation Land Claim in Section 36, Township 6 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North $39^{\circ}0'$ West 9.088 chains to an iron pipe; thence East 9.462 chains to an iron pipe in the West line of the Oregon Electric Railroad Company's right of way; thence South $0^{\circ}37'$ East along said right of way line 3.362 chains to an iron pipe at the center of the aforesaid County Road; thence South $45^{\circ}0'$ West along the center line of said County Road 5.234 chains to the place of beginning.

SAVE AND EXCEPT:

Beginning at a point in the centerline of Chenawa Road, said point being 3244.17 feet West from the one quarter corner in the East line of Section 36, Township 6 South, Range 3 West of the Willamette Meridian, Marion County, Oregon; and running thence West along said centerline of Chenawa Road, 75.28 feet to a point; thence North $03^{\circ}49'$ East 149.19 feet to a point; thence North $88^{\circ}37'$ East 89.39 feet to a point; thence South $01^{\circ}11'$ West 151.63 feet to the point of beginning.



Urban Renewal Agency
September 7, 2004

AGENDA ITEM 6a

**Approval of July 19, 2004 Agency Regular Session
Minutes**



MINUTES
KEIZER URBAN RENEWAL AGENCY
Wednesday, July 19, 2004
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Agent Christopher called the session to order at 6:48. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Charles E. Lee
Jim Taylor
Jacque Moir
Judy Smith
Richard Walsh
Michel Gaynor

Absent

Crisel Perez

Staff:

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

PUBLIC TESTIMONY

None

**ADMINISTRATIVE
ACTION**
**Keizer Village
Property
Improvement Grant**

Community Development Director, Nate Brown, reviewed the Property Improvement Grant for frontage improvements at Keizer Village Shopping Center. Keizer Urban Renewal Board had recommended a 50% landscaping grant for landscape improvements inside the property lines and 100% "demonstration project" grant to move sidewalks away from the street. In presenting this request to the Urban Renewal Agency staff inverted the dollar figures resulting in a 100% match was for the lesser amount and a 50% match on the greater amount. Therefore staff recommends correction of the error and agency authorization of the disbursement of the additional amount.

Agent Moir moved to approve the disbursement of additional funds for the Property Improvement Grant for 3840 River Road North in the amount of \$6,767.35 as outlined in the staff report. Councilor Lee seconded.

The motion passed unanimously as follows:

AYES: Christopher, Lee, Moir, Smith, Gaynor, Taylor and Walsh (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

(a) Approval of June 21, 2004 Agency Regular Session Minutes

Agent Moir moved for approval of the Consent Calendar. Agent Smith seconded.

The motion passed unanimously as follows:

AYES: Christopher, Lee, Moir, Gaynor, Smith, and Walsh (6)

NAYS: None (0)

ABSTENTIONS: Taylor (1)

ABSENT: None (0)

OTHER BUSINESS

None

ADJOURNMENT

The meeting was adjourned at 6:54 p.m.

APPROVED:

Debbie Lockhart, Recording Secretary

Lore Christopher, Chair

AGENCY MEMBERS

Michel Gaynor

Charles E. Lee

Jim Taylor

Jacque Moir

Judy Smith

Richard Walsh

Minutes approved:

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

Tuesday, September 7, 2004

7:00 p.m.

**Robert L. Simon Council Chambers
Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

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

5. PUBLIC HEARINGS

6. COMMITTEE REPORTS

7. 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 that are not on tonight's agenda.

➤ New Business

➤ Old Business

8. ADMINISTRATIVE ACTION

9. CONSENT CALENDAR

- a. RESOLUTION – Ratifying a Collective Bargaining Agreement and Authorizing the City Manager to Enter Into Agreement with Keizer Police Association**

- b. **RESOLUTION** – Authorizing the City Manager to Sign Contract for Slurry Seals
- c. **RESOLUTION** – Amending City of Keizer Personnel Policies Regarding Insurance Program and Alcohol and Drug Free Workplace
- d. Approval of Change of Ownership – Thai Cuisine Liquor License
- e. Approving August 16, 2004 Regular Session Minutes

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

September 13, 2004

5:30 p.m. City Council Joint Work Session

- Community Oriented Policing Committee

September 20, 2004

7:00 p.m. City Council Regular Session

- Renewal of Keizer Little League Lease Agreement

October 4, 2004

7:00 p.m. City Council Regular Session

12. **ADJOURN**



AGENDA ITEM 9a

RESOLUTION - Ratifying a Collective Bargaining Agreement and Authorizing the City Manager to Enter Into Agreement with Keizer Police Association

September 7, 2004

CITY COUNCIL MEETING: September 07, 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS
THRU: CHRIS EPPLEY, CITY MANAGER
FROM:  DIANNE HUNT, HUMAN RESOURCES DIRECTOR
SUBJECT: COLLECTIVE BARGAINING AGREEMENT WITH THE KEIZER POLICE ASSOCIATION

BACKGROUND:

The City's contract with the Keizer Police Association expired June 30, 2003. City staff (Chief Adams, Captains Teague and Kuhns and Human Resources Director Dianne Hunt), along with the City's labor attorney, Bruce Zagar, have negotiated a new Collective Bargaining Agreement. The Agreement is attached as Exhibit 'A'.

FISCAL IMPACT:

The 2004 and 2005 budgets and the Long-Range Plan were based upon the City's proposal to the KPA, therefore, no additional fiscal impact will be realized due to the implementation of this contract. The costs are included in the Police Department budget under Personal Services.

RECOMMENDATION:

It is recommended that the Council adopt the enclosed resolution authorizing the City Manager to sign the Collective Bargaining Agreement between the City of Keizer, Oregon and the Keizer Police Association, effective July 1, 2003 through June 30, 2006.

If you have any questions, do not hesitate to contact me at 503-390-3700, ext. 110 or Email me at hunt@d@keizer.org.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R04-_____

3 RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZING THE
4 CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH
5 THE 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 as Exhibit 'A'
11 and by this reference incorporated herein, is effective July 1, 2004 through June 30,
12 2006.

13
14 PASSED this _____ day of _____, 2004.

15 SIGNED this _____ day of _____, 2004.

16
17
18
19 _____
20 Mayor

21
22 _____
23 City Recorder
24

EXHIBIT 'A'

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF KEIZER, OREGON

AND THE

KEIZER POLICE ASSOCIATION

2003 - 2006

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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 Officer
- D. Investigative Services Specialist
- E. Property and Evidence 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 fourteen (14) days of its receipt of the City notice.

Pursuant to ORS 243.698, if after ninety (90) 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, except the arbitrator shall be bound by the applicable provisions of ORS 243.746. 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.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probable 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 ninety (90) calendar days from the receipt of the City's written notice. If not settled after ninety (90) 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. The arbitrator shall be bound by the applicable provisions of ORS 243.746.

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;
 - 2. Mental patient supervision and transports.
 - 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.

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 the representative wishes 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.

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 employees' 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 the 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.
 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. 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. There will be a one (1) hour unpaid lunch.
 4. 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.
 5. 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.
- 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)5, 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. The 4 hours of compensatory time will be credited to an FLSA Bank. The FLSA Bank balance shall not exceed 24 hours. Each member is responsible for scheduling

FLSA time off during each 28-day cycle. FLSA hours not scheduled, in excess of 24, shall be forfeited without pay.

D. Scheduled 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 Units: Pursuant to Article 5.1(B)1; as set forth in Attachment D;
2. Investigations Unit: A 5/8 work schedule pursuant to Article 5.1(B)2.
3. Investigative Services Specialist: A 5/8-work schedule pursuant to Article 5.1(B)3.
4. Traffic Safety Unit: A 4/10 work schedule pursuant to Article 5.1(B)4.
5. School Resource Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.
6. Police Support Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
7. Property and Evidence Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
8. Community Services Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.

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.

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)5 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.

Employees who voluntarily leave a specialty assignment shall be placed on the shifts vacated by the employee replacing them.

Employees in specialized assignments who are involuntarily assigned to patrol duties shall be assigned to the new assignment/vacancy for the remainder of the current shift rotation.

- 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. Inservice Skills Maintenance Training: Officers required to attend in-service skills maintenance training on their day off will be compensated at the regular overtime rate of time and one-half. (Effective from time of execution of contract.)
- J. K-9 Training: The K-9 handler will be approved to attend the 4-hour, once a week K-9 training and practice sessions. The handler's shift shall be adjusted to allow attendance and to avoid overtime. Adjustments to the shifts should provide at least eight (8) hours off between trainings and shifts. Attendance to K-9 training may be denied by the on-duty supervisor based on staffing needs during the shift.

- K. 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 Periods

- 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, all sworn 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.
- 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 sixty (60) hours of compensatory time and no more than forty-eight (48) hours may be carried forward into the next fiscal year. Compensatory time accrued in excess of forty-eight (48) 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.
- 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.

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 unreasonably 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 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, or grand jury, 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.
- 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 the “Management and General Unit Employees Salary Schedule” – effective July 1, 2003 (Salary Schedule “A” attached hereto, which reflects a 1% increase from July 1, 2002).

Police Officer Range – 21

Investigative Services Specialist Range – 17

Community Service Officer Range 17

Police Support Specialist I – Range 13

Police Support Specialist II – Range 15

Property and Evidence Specialist - Range 16

1. The City recognizes that fluctuations in the state’s economy will affect the market value of salaries. The salary schedules shall automatically be amended each year of this Agreement in July to reflect these fluctuations by incorporating any increases necessary into the schedules as determined by the Portland CPI-W (Consumer Price Index-W) for the prior year (January-December). If the Portland CPI-W indicates a reduction, no change will be made to the schedules. Notwithstanding, these CPI increases will be subject to a minimum increase of 1.5% and a maximum increase of 3% in the second year of this Agreement (2004-2005) and subject to a minimum increase of 1.5% and a maximum increase of 3.5% in the third year of this Agreement (2005-2006).
- B. Original Appointments: Management will review the lateral transfer’s experience and ability and make a recommendation of the appropriate starting pay step 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 12 continuous months of satisfactory service and eight (8) 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.
- 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 to which the employee would be otherwise entitled. 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. A maximum of 10% per month may be received by any employee for collateral duty pay incentives. The total amount of all incentive pay (education, certification, collateral duty) may not exceed 15% per month for any employee. 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, in addition to the above maximums.
- F. **K-9 Handler Pay:** To compensate the K-9 handler for the off-duty care of the canine, the handler will be paid five percent (5%) per month of the member's current pay step when assigned as the department canine officer.
- G. **Field Training Officer (FTO):** A member designated by the City as a Field Training Officer shall be paid five percent (5%) above the member's normal pay step when acting as a FTO (has a recruit officer assigned for training). The member will be responsible for reporting the premium pay on the 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, e.g., daily maintenance, etc., the Motorcycle Officer will be paid five percent (5%) above the member's normal pay step when assigned to the traffic team as a motorcycle officer.
- I. **Special Duty Assignments:** Members serving on the Interagency Bomb Squad or the Interagency SWAT Team will be paid an additional five percent (5%) of their regular rate of pay (and overtime) when called out for service. Members will be responsible for reporting the premium pay on their time sheets.
- J. **Fleet Manager:** Nonsworn members assigned as the Fleet Manager for the department will be paid an additional two and one-half percent (2.5%) of their regular rate of 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, excluding the laundering and pressing of shirts. The City will pay for the cleaning of up to eight (8) uniforms per month for nonsworn employees, excluding the laundering and pressing of shirts.
- C. Clothing Allowance for Detectives: Employees assigned as a Detective requiring business-like attire will be paid five hundred (\$500) 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.
- D. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within two (2) weeks.
- E. 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 \$100.00 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. The City's obligation shall be limited to the hourly tuition cost for an undergraduate degree course at Western Oregon University.
- 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. 1. For regular full-time employees, effective July 1, 2004, the City will pay up to:
- Employee only \$323.24
 - Employee and Spouse \$609.18
 - Employee and Children \$534.58
 - Employee and Family \$745.94
- per month towards the purchase of medical, dental, life, and long-term disability insurance.
2. Effective with the fiscal year ending June 30, 2004, unencumbered funds for the Insurance Benefits line item will be redistributed to the bargaining unit as a special addition to the above caps and not as a permanent addition to the above caps. This special offset for July 1, 2004, through June 30, 2005, is as follows:
- | | Monthly | Per Pay Period |
|-------------------------|---------|----------------|
| • Employee only | \$33.91 | \$15.56 |
| • Employee and Spouse | \$63.92 | \$29.50 |
| • Employee and Children | \$56.09 | \$25.89 |
| • Employee and Family | \$78.27 | \$36.12 |
- The combined figures for July 1, 2004, through June 30, 2005, are as follows:
- Employee only \$357.15
 - Employee and Spouse \$673.10
 - Employee and Children \$590.67
 - Employee and Family \$824.21
3. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks. Effective the first of the month following acceptance of the Agreement, the short-term disability insurance will be terminated and the medical insurance cap will not be reduced. Effective July 1, 2004, the City will commence paying the full premium, outside of the medical insurance cap, for the long-term disability insurance program covering employees in high-risk positions and the medical insurance cap will not be reduced.
- B. The insurance benefits and City contribution levels will be subject to a reopener for the third year of this Agreement, 2005-2006. The parties agree that the negotiations will be conducted pursuant to ORS 243.698 and that after ninety (90) days of negotiations, if the parties have not resolved the issues in dispute, then the

terminated and the medical insurance cap will not be reduced. Effective July 1, 2004, the City will commence paying the full premium, outside of the medical insurance cap, for the long-term disability insurance program and the medical insurance cap will not be reduced by the amount of the former premium.

- B. The insurance benefits and City contribution levels will be subject to a reopener for the third year of this Agreement, 2005-2006. The parties agree that the negotiations will be conducted pursuant to ORS 243.698 and that after ninety (90) days of negotiations, if the parties have not resolved the issues in dispute, then the parties will proceed to arbitration pursuant to the provisions set forth in ORS 243.746.
- C. For regular part-time employees, the City will pay up to \$357.15 per month towards the purchase of employee-only medical insurance, employee-only dental insurance, short-term disability, long-term disability, and life insurance. Any cost in excess of the City's obligation shall be payroll deducted from the employee's paychecks.
- D. The City will continue to provide an IRC Section 125 flexible spending account plan.
- E. The City currently provides health and dental insurances through ODS Health Plans. 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.
- F. In each year of this Agreement, 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 125 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.
 - 3. The Association may opt to reduce the scheduled salary schedule increase as determined by Salary Schedule "A" that is attached hereto, by up to .5% 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 \$60,000 24-hour life insurance protection to all regular full-time employees covered by this Agreement. Effective July 1, 2005, the City will commence paying, outside of the medical insurance cap, the full premium for the \$60,000 life insurance benefit for all regular full-time members of the bargaining unit and the medical insurance cap will not be reduced.

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.
- A. 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 Investigative Services Specialist.
- B. 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, Investigative Services Specialist, and Property and Evidence Specialist.
- C. 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 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.

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 of 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 2520 hours. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 1260 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 per calendar year to another employee annually as approved by the Chief of Police or City Manager. The sick leave donated will be valued at the hourly rate of the donor. To be eligible, a donee must have exhausted all sick leave, compensatory time, vacation and holiday time prior to receipt of any donated sick leave.
- 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 any accrued leave at the discretion of the Chief of Police. 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, Sister-in-law, Brother-in-law, Grandchild, Grandparent, including the grandparent of any minor children residing in the immediate household, and other persons residing in the employee's immediate household.

- 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 during 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.

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; except in any case where the Association or the employee is a complainant against the City, 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.
- 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 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 twelve months of continuous employment. After completion of the twelve months, the appropriate amount of vacation shall be credited to the regular employee. 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 400 hours of vacation time. Any excess hours over 400 will be forfeited without compensation.
- 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.
- F. Effect of Separation: Any vacation owed to a terminating employee shall be added to the employee's final pay.

G. Pay for Vacation: An employee, subject to availability of funds and Chief of Police approval, may elect to receive 40 hours of pay in lieu of 40 hours of vacation if such pay is taken concurrently with 40 hours of accrued leave.

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 the employee chooses to use at some time during the fiscal year the full amount of the vacation credit which the employee 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 twelve (12) paid floating holidays off per fiscal year.

1. A member assigned to a twelve (12) hour Shift will earn twelve (12) hours of floating holiday time off per month (5.54 hours per pay period).
2. A member assigned to a ten (10) hour Shift will earn ten (10) hours of floating holiday time off per month (4.62 hours per pay period).
3. A member assigned to an eight (8) hour Shift will earn eight (8) hours of floating holiday time off per month (3.70 hours per pay period).

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-four (24) hours of holiday time.

- B. **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. Detectives and school resource officers shall schedule off the ten (10) holidays listed in 10.3, A, below, and may utilize accrued holiday time, vacation time, or compensatory time or take off the day on an unpaid basis.

Section 10.3 Other Employee Holidays

- A. The following shall be recognized and observed as guaranteed paid holidays for all non-sworn employees in the bargaining unit. On these holidays, the business office will normally be closed. The two additional personal leave days will be treated as set forth below.

- | | |
|-----------------------|---------------------------|
| 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. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

- B. **Personal Leave:** In addition to the above authorized holidays, employees described in 10.3, above, shall receive 16 hours of Personal Leave per fiscal year. Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year. Personal leave may be taken in one-hour increments. Employees are to request time off with their supervisor in advance. Time off will be granted on the basis for each unit of time off requested; an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advance notice, etc.). Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not compensable and are not paid at separation.

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.
- 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 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. It is recognized that employees may be recalled to duty during normal off-duty hours. The callback of employees who have consumed alcoholic beverages during off-duty hours is discouraged. However, when operational need dictates the necessity to attempt to recall such employees, caution and good judgment must be exercised. There shall be no disciplinary action if refusal to return to work would cause a person to violate a state or federal law by doing so. The employee is required to notify the supervisor upon being contacted for recall that the employee has consumed alcoholic beverages within four (4) hours of responding to the callback. The supervisor will evaluate the employee's fitness to be recalled to work and will make a decision regarding such. Nothing in this provision relieves either the employee or the supervisor of the obligation to act in a safe and responsible manner.
- 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 the employee's urine test indicates fifty (50) or more nanograms THC metabolites/ml.

- 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 can 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 can subject an employee to immediate termination, subject only to such procedural safeguards as are required by law.
- B. When the employee is notified that the employee is required to consent and submit to such tests or searches as described in Section 13.12 of this Article, the employee 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.

- 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 the employee's 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 the employee's own expense at a laboratory approved by the City.
- 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, the employee 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, the employee can 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 can 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

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 Appendix B and Appendix C. Appendices B and C 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 disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. Normally, the employee will be asked to acknowledge receipt of a copy by affixing the employee's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof.

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.

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
1. 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 Association 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 Association 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 the 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. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding.

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, 2003**, and terminates on **June 30, 2006**. The parties will commence negotiations on or about January 1, 2003. This Agreement will remain in full force and effect during the period of negotiations.

CITY OF KEIZER, OREGON

Chris Eppley Date
City Manager

H. Marc Adams Date
Chief of Police

KEIZER POLICE ASSOCIATION

Jeffrey Johnson Date
President

Vice President Date

APPENDIX - A

MONTHLY SALARY SCHEDULE

Effective July 1, 2003											
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13	Police Support Specialist I	2,227	2,293	2,362	2,433	2,506	2,581	2,659	2,738	2,820	2,905
15	Police Support Specialist II	2,455	2,528	2,604	2,682	2,763	2,846	2,931	3,019	3,110	3,203
16	Property & Evidence Specialist	2,577	2,655	2,734	2,816	2,901	2,988	3,078	3,170	3,265	3,363
17	Investigative Services Specialist Community Services Officer	2,706	2,788	2,871	2,957	3,046	3,137	3,232	3,328	3,428	3,531
21	Police Officer	3,290	3,388	3,490	3,595	3,702	3,814	3,928	4,046	4,167	4,292

APPENDIX - A-1

MONTHLY SALARY SCHEDULE

Effective July 1, 2004											
Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13	Police Support Specialist I	2,262	2,330	2,400	2,472	2,546	2,622	2,701	2,782	2,866	2,952
15	Police Support Specialist II	2,494	2,569	2,646	2,725	2,807	2,891	2,978	3,067	3,159	3,254
16	Property & Evidence Specialist	2,619	2,697	2,778	2,862	2,947	3,036	3,127	3,221	3,317	3,417
17	Investigative Services Specialist Community Services Officer	2,750	2,832	2,917	3,005	3,095	3,188	3,283	3,382	3,483	3,588
21	Police Officer	3,342	3,442	3,546	3,652	3,762	3,875	3,991	4,110	4,234	4,361

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.
 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 **are 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.

Complaints that appear to warrant suspension without pay, criminal charges, dismissal, or if it appears such action is likely to result from further investigation or internal proceedings then the complaints 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.
- 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 an Association representative present to witness the interview provided the representative does not interfere with the interview.

The Association 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.
- 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 the member's 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 pay, and not as discipline, at the discretion of the Chief of Police. 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 ASSOCIATION REPRESENTATION. An Internal Affairs investigation is an administrative matter. A member involved has the right to meet with or seek advice from an Association 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 Association representative and does not waive that right, the Internal Affairs investigator may:
 - 1. Grant the request and defer the interview until an Association representative is present. The schedule of such representative will be reasonably accommodated and the representative will make reasonable efforts to accommodate the I.A. investigator.
 - 2. Give the member a choice of having the interview without Association representation or having no interview at all.
- B. The role of the Association 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 affected 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 a 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 directives 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 assure 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 may 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 may occur when a deteriorating effect 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, e.g., 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. Verbal reprimand.
- B. Written reprimand.
- C. Suspension without pay which is specified to constitute punitive discipline rather than administrative action.
- D. Reduction of pay or deprivation of privileges or benefits.
- E. Demotion.
- F. Dismissal.

Verbal reprimands may be documented in the supervisor's log, calendar, or notebook. Verbal reprimands, as well as other types of discipline, may be summarized in the performance evaluation. Verbal reprimands are not grievable.

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 Association 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 Association agreement exclusively.

JUST CAUSE. When a member is entitled by virtue of an Association 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 SUSPENSION WITH PAY. Due process is not a factor when considering this type of action. Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, e.g., 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 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 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/REDUCTION IN PAY/REDUCTION 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.** The Chief of Police shall identify the directives, policies, procedures, work rules, regulations or other order of the Department which appear 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 member may be represented.

The meeting may be tape recorded or a 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 a written statement. The member may provide written statements of others. 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.

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.

Bargaining Unit. Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The Association agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.

9.20.00 INFORMAL PROBLEM/COMPLAINT RESOLUTION PROCESS. To facilitate communication between the member(s) and administration of the Department, any members who feel 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.



AGENDA ITEM 9b

**RESOLUTION - Authorizing the City Manager to
Sign Contract for Slurry Seals**

September 7, 2004

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS**

SUBJECT: ANNUAL STREET MAINTENANCE

DATE: SEPTEMBER 02, 2004

BACKGROUND:

The Department of Public Works in conjunction with Marion County and the City of Salem solicited bids for slurry sealing various streets in Keizer. Slurry seals are a low cost maintenance method used to extend the life of our streets. This project consists of 20 streets totaling approximately 2.8 miles. See attachment "A" for a map showing the selected streets. The bids were provided from City of Salem Contract Number 045016, dated 04/27/04, Schedule "D", Project Number 070040, as part of a cooperative purchasing bid process. The lowest price was received from Asphalt Maintenance Associates Inc. in the amount of \$0.845 per square yard with a total amount not to exceed \$50,000.00.

FISCAL IMPACT:

Funds for this project are available in the fiscal year 04/05 street fund budget line 88.

RECOMMENDATION:

Staff recommends council adopt the attached resolution authorizing the City Manager to enter into a contract with Asphalt Maintenance Associates Inc. not to exceed \$50,000.00 for the slurry sealing of various City streets.

Please contact me with any questions or concerns.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2004-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT FOR SLURRY
4 SEALS ON VARIOUS STREETS WITHIN THE CITY OF KEIZER
5

6 WHEREAS, the City of Keizer has an annual pavement management
7 maintenance program contracted through Marion County;

8 WHEREAS, as part of this program, several streets within various
9 neighborhoods in the city of Keizer have been selected to be slurry sealed;

10 WHEREAS, the City of Keizer has participated with Marion County and the
11 City of Salem to secure bids for this project. The lowest bid price was received
12 from Asphalt Maintenance Associates, Inc. in the amount of \$.085 per square yard
13 with a total amount not to exceed \$50,000; NOW THEREFORE

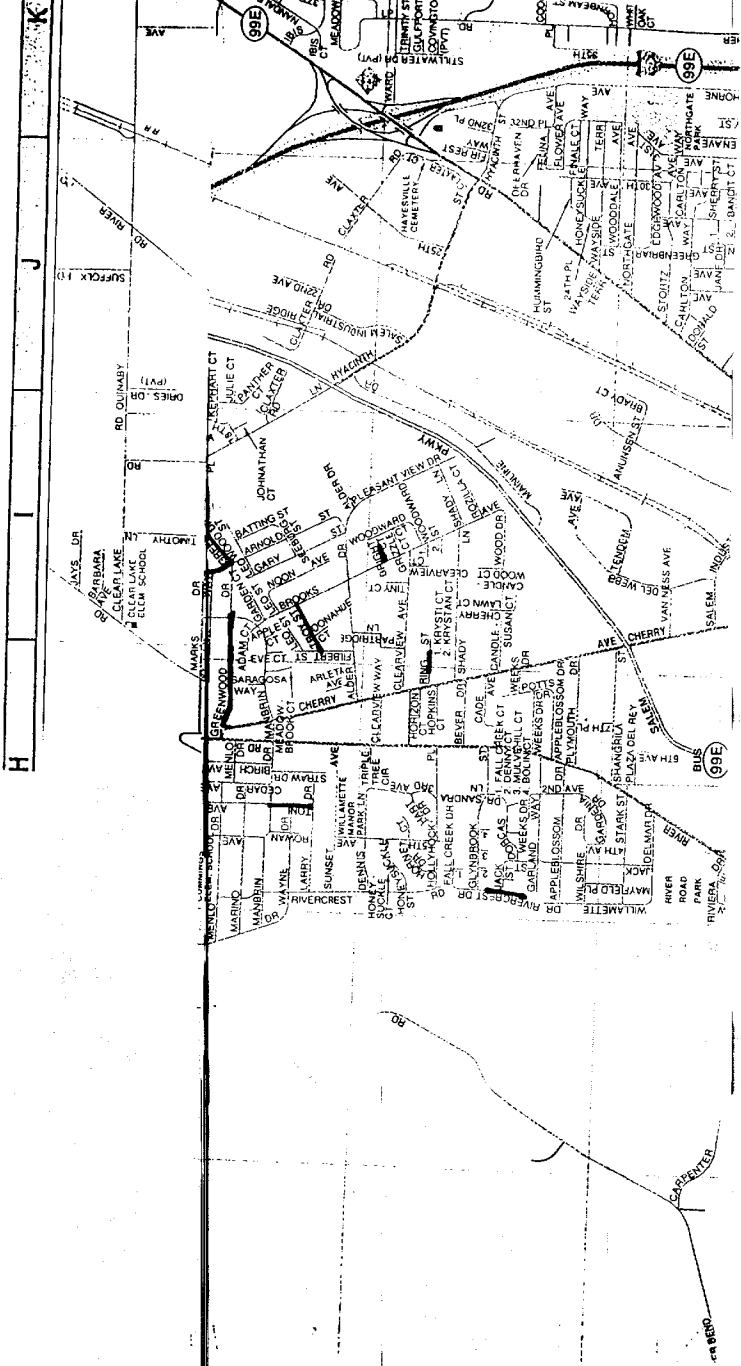
14 BE IT RESOLVED by the City Council of the City of Keizer that the City
15 Manager is hereby authorized to enter into an agreement with Asphalt Maintenance
16 Associates, Inc to slurry seal various streets within the city of Keizer in the amount
17 of \$.085 per square yard with a total amount not to exceed \$50,000.

18 PASSED this ____ day of _____, 2004.

19 SIGNED this ____ day of _____, 2004.

20
21 _____
22 Mayor
23

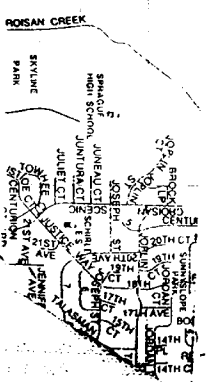
24 _____
25 City Recorder
26



177

ROBERTS RIDGE RD.

BRIDGE VIEW ST.





AGENDA ITEM 9c

RESOLUTION - Amending City of Keizer Personnel Policies

September 7, 2004

CITY COUNCIL MEETING: September 07, 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THRU: CHRIS EPPLEY, CITY MANAGER

FROM:  DIANNE HUNT, HUMAN RESOURCES DIRECTOR

SUBJECT: PERSONNEL POLICIES

BACKGROUND:

The Personnel Policies Committee members have been meeting to review personnel policies. The following policies were reviewed by the Committee, management staff and labor attorney, Bruce Zagar. The Committee unanimously agreed to the revised policies.

30.600 – Insurance Program (Exhibit A)

This policy changes 30.600 Insurance Program, effective August 1, 2004 by adding the following language:

Annual Offset. Effective with the fiscal year ending June 30, 2004, unencumbered funds for the Insurance Benefit line item will be used in the next fiscal year to reduce the out of pocket expense for the employees by increasing the amount the city has to purchase insurance. This amount will be redistributed to employees as a special addition to the City's contribution and not as a permanent addition to the Cap. The Annual Offset will be calculated on a year-by-year basis.

100.400 – Alcohol and Drug-Free Workplace (Exhibit B)

This policy replaces Section 1.7 Policy on Drug-Free Workplace in its entirety.

The current policies are included for your review.

These policies apply to all City of Keizer staff, except where a bargaining unit agreement exists. Where policies are absent in the agreement, City personnel policies prevail.

FISCAL IMPACT:

There is no fiscal impact to implementing these personnel policies.

RECOMMENDATION:

Staff recommends Council accept the attached Resolution amending 30.600 of Resolution 04-1502 and Section 1.7 of Resolution R98-1051, as recommended by the Personnel Policies Committee, with an effective date of October 01, 2004.

If you have any questions please contact me at 390-3700, ext. 110, or email me at hunt@keizer.org

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R 04-_____

3 AMENDING CITY OF KEIZER PERSONNEL POLICIES REGARDING
4 30.600 – INSURANCE PROGRAM; (*DELETING 30.600 – INSURANCE PROGRAM*
5 *ADOPTED BY R04-1502, June 21, 2004*); AND
6 100.400 – ALCOHOL AND DRUG-FREE WORKPLACE; (*DELETING SECTION 1.7 OF*
7 *PERSONNEL POLICIES ADOPTED BY R98-1051, July 6, 1998*)

8
9 WHEREAS, it is the policy of the City of Keizer to provide personnel policies
10 that are consistent and fair for represented and non-represented employees (within
11 the constraints of ratified union contracts) and is a wise use of public funds;
12

13 WHEREAS, the City Council wishes to revise certain personnel policies;

14 WHEREAS, 30-600 – Insurance Program of the Personnel Policies adopted by
15 R04-1502, June 21, 2004 provide for Insurance Programs; and

16 WHEREAS, Section 1.7 of the Personnel Policies adopted by R98-1051, July 6,
17 1998 provide for Policy on Drug-Free Workplace; and

18 WHEREAS, the City Council wishes to adopt new personnel policies
19 regarding:

- 20 • Insurance Program; and
21 • Alcohol and Drug-Free Workplace;

22 NOW, THEREFORE,

23 BE IT RESOLVED that the City Council of the City of Keizer hereby adopt the
24 following Personnel Policies:

- 1 • 30.600 – Insurance Program; and
2 • 100.400 – Alcohol and Drug-Free Workplace

3 which are attached hereto and by this reference is made a part hereof; and

4 BE IT FURTHER RESOLVED that 30.600 of Resolution 04-1502, adopted by the
5 City Council on June 21, 2004, and Section 1.7 of Resolution R98-1051, adopted by
6 the City Council on July 6, 1998 are deleted.

7 This Resolution is effective October 01, 2004.

8
9 PASSED this ____ day of _____, 2004.

10
11 SIGNED this ____ day of _____, 2004.

12
13
14
15 _____
16 Mayor

17
18
19 _____
20 City Recorder

Employment Policies
Policy No. 30.600

SECTION:	BENEFITS AND SERVICES	
TOPIC:	Insurance Program	Effective Date: August 1, 2004 Revised: October 1, 2004

I. Policy

The policy of the City of Keizer is to provide access and contribution toward a package of employee insurance benefit programs for its eligible employees.

II. Scope – This policy applies to all eligible City employees**III. Purpose** – To define the City's contribution policy and insurance programs.**IV. General Provisions**

1. The City of Keizer complies with all federal, state and local laws relating to insurance benefit programs. Any cost in excess of the City's contribution shall be payroll deducted from the employee's paycheck.
2. The City's contribution for medical and dental services is adjusted each July 1 by the previous years' National Consumer Price Index for Medical Care Services (CPI-M). The City's contribution for disability and life insurance is adjusted each July 1 by the previous years' increase in the Portland Consumer Price Index for Urban Wage Earners and Clerical Workers' (CPI-W). The contribution is based upon the percentage and number of eligible City employees.
3. **Annual Offset.** Effective with the fiscal year ending June 30, 2004, unencumbered funds for the Insurance Benefit line item will be used in the next fiscal year to reduce the out of pocket expense for the employees by increasing the amount the city has to purchase insurance. This amount will be redistributed to employees as a special addition to the City's contribution and not as a permanent addition to the Cap. The Annual Offset will be calculated on a year-by-year basis.
4. The scope of insurance benefits will be determined annually by the City's Management Team, subject to applicable provisions of collective bargaining agreements.

SECTION:	Employee Safety and Health	Effective Date:	October 1, 2004
TOPIC:	Alcohol and Drug-Free Workplace		

I. Policy

The City is legally required to provide a safe and healthy work place for all employees. The City has responsibilities under the Drug Free Work Place Act of 1988. Employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees must understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of intoxicating liquor, controlled, or illegal substance, or a drug not medically authorized is strictly prohibited while on duty. Conduct in violation of this policy shall result in disciplinary action and/or criminal investigation, if appropriate.

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.

Any employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with current law.

II. Scope: This policy applies to all City employees.

III. General Provisions

1. 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.

2. Reports of Drug/Alcohol Arrest

Each employee must report facts and circumstances to his/her department immediately (within five days) after arrest or conviction.

3. Prohibited Conduct

The following conduct is prohibited:

- a. The buying, selling, or providing; or possession of controlled substances 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.
- c. 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) while on City property or in City vehicles or equipment at any time, during work hours, including paid rest and meal periods.

- d. For purposes of this policy, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).
4. 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.
5. Discipline and Other Action
Violation of this policy will lead to disciplinary action up to and including termination.

IV. Mandatory Testing

1. Reasonable Suspicion
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 controlled 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.
2. Concurrence
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 the City Manager 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).
3. Consent Form
The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form.
4. Positive Test
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 his or her own expense at a laboratory approved by the City.
5. Procedures
The procedure followed under this policy is to obtain, handle and store blood and urine samples and 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.

V. Voluntary Treatment

1. 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 this policy, the employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, 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.
2. If an employee has previously enrolled in voluntary rehabilitative treatment and subsequently again volunteers for such treatment in advance of being required to submit to any tests specified in this policy, the employee shall immediately submit 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 he or she shall be terminated.

VI. Searches

1. 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, locker, clothing or personal property) to the extent permitted by the law.
2. Refusal by the employee to submit to a lawful search shall result in termination.

VII. Consequences of Search Results

1. No further action shall be taken for searches which do not reveal the presence of alcohol or controlled substances. The employee shall be informed of such search results.
2. Employees can be terminated if searches reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use).

SECTION:	BENEFITS AND SERVICES	
TOPIC:	Insurance Program	Effective Date: August 1, 2004

I. Policy

The policy of the City of Keizer is to provide access and contribution toward a package of employee insurance benefit programs for its eligible employees.

II. Scope – This policy applies to all eligible City employees**III. Purpose** – To define the City's contribution policy and insurance programs.**IV. General Provisions**

1. The City of Keizer complies with all federal, state and local laws relating to insurance benefit programs. Any cost in excess of the City's contribution shall be payroll deducted from the employee's paycheck.
2. The City's contribution for medical and dental services is adjusted each July 1 by the previous years' National Consumer Price Index for Medical Care Services (CPI-M). The City's contribution for disability and life insurance is adjusted each July 1 by the previous years' increase in the Portland Consumer Price Index for Urban Wage Earners and Clerical Workers' (CPI-W). The contribution is based upon the percentage and number of eligible City employees.
3. The scope of insurance benefits will be determined annually by the City's Management Team, subject to applicable provisions of collective bargaining agreements

SECTION 1.7. POLICY ON DRUG-FREE WORKPLACE

CURRENT POLICY

- 1.7.1. 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 coworkers and the general public. The City is committed to maintaining a safe and healthy 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 City has responsibilities under the Drug Free Work Place Act of 1988. The Employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees must 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 seized evidence while on-duty. 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.

- 1.7.2. 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.

1.7.3. Employee education: The City will afford employees an opportunity to deal with drug and alcohol related problems. The City Manager or designee 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.

1.7.4. 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.

1.7.5. Reports of drug conviction: Each employee must report facts and circumstances to his/her department head no later than five (5) days after conviction violating any criminal drug statute.

1.7.6. 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 positively for cannabinoids (marijuana or hashish) if his or her urine test indicates 50 or more nanograms THC metabolites/ml.

E. For purposes of this policy, the term "controlled substance" shall be defined in accordance with ORS 475.005(6).

1.7.7. 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.

1.7.8. Discipline and other action: Except as described in paragraph (B) of this Section, prohibited conduct described in Sections 1.7.6 (A), (C), and (D) above shall result in termination. Prohibited conduct described in Section 1.7.6(B) shall result in actions specified in Section 1.7.10 below.

1.7.9. 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 controlled 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. 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 the City Manager 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).

C. 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.

D. 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.

E. 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 his or her own expense at a laboratory approved by the City.

- F. The procedure followed under this policy is 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.

1.7.10. Consequences of test results:

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 1.7.6(B) or 1.7.6(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 established that the employee has engaged in prohibited conduct specified in Sections 1.7.6(B) or 1.7.6(E) as a direct result of undercover police assignments referenced in Section ____, 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 his or her termination from employment.
- C. If an employee has previously committed prohibited conduct specified in Sections __ 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, he or she 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.

1.7.11. 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 1.7.9 of this Article, the employee notifies a supervisor that he or she has 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 1.7.9 of this Article, then the employee shall immediately submit 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 he or she shall be terminated.

1.7.12. 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.

1.7.13. 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 1.7.6(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 1.7.8, 1.7.10(B) or 1.7.10(C) though a positive blood or confirmed urine test had been administered.



AGENDA ITEM 9d

Approval of Change of Ownership – Thai Cuisine
Liquor License

September 7, 2004

CITY COUNCIL MEETING: September 7, 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

**SUBJECT: THAI CUISINE
CHANGE OF OWNERSHIP**

BACKGROUND:

On August 16, 2004 an application for a change of ownership was received from Christy and Keith Lomchanthala requesting approval of a change of ownership for Thai Cuisine located at 4140 River Road N, Keizer. There will not be any change in name of the establishment. The City of Keizer Ordinance indicates the Council must approve the requested change; however no public hearing is required.

RECOMMENDATION:

It is recommended the City Council approve and forward a recommendation to the Oregon Liquor Control Commission for the change of ownership for the liquor license for Thai Cuisine.



1982

KEIZER POLICE

City Council Meeting of _____

Agenda Item No. _____

To: Mayor and City Council

Thru: Chris Eppley, City Manager

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

Subject: Thai Cuisine (Change of Ownership)

Issue: Shall the City Council approve the liquor license application of Thai Cuisine, 4140 River Rd. N., Keizer, Oregon 97303.

Background

There were no calls for service at the address of 4140 River Rd N., between August 1, 2003 and July 31, 2004. The applicants, Keith and Christy Lomchanthala have no Oregon 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 Thai Cuisine, 4140 River Rd. N., Keizer, Oregon.

1. restaurant sales agreement
2. lease agreement



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☒ Limited On-Premises Sales (\$202.60/yr)
☒ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

FOR CITY AND COUNTY USE ONLY
The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: ☐ Yes ☐ No

Applying as:

- ☒ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

1. Applicant(s): [See SECTION 1 of the Guide]

① CHRISTY - V. LOMCHANTHALA ③

②

④

2. Trade Name (dba): THAI CUISINE

3. Business Location: 4140 RIVER RD N KEIZER OR 97303
(number, street, rural route) (city) (state) (ZIP code)

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

5. Business Numbers: (503) 393-6216
(phone) (fax)

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

7. If yes to whom: TONY SIHAPANYA Type of License: Limited on Premises

8. Former Business Name: THAI CUISINE

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

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

11. Contact person for this application: CHRISTY LOMCHANTHALA (503) 581-8116
(name) (phone number(s))

4507 SKYLAR PL N. SEASIDE OR 97138
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① Christy Lomchanta Date 8-4-07 ③ Date _____
② _____ Date _____ ④ Date _____

1-800-452-OLCC (6522)
www.olcc.state.or.us



AGENDA ITEM 9e

Approving August 16, 2004 Regular Session Minutes

September 7, 2004



**MINUTES
KEIZER CITY COUNCIL
Monday, August 16, 2004
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon**

CALL TO ORDER Mayor Christopher called the regular meeting to order at 7:04 pm.
Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Jacque Moir, Council President
Richard Walsh, Councilor
Chuck Lee, Councilor
Michel Gaynor, Councilor
Jim Taylor, Councilor
Judy K. Smith, Councilor
Delilah Calhoun, Youth Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development Director
Susan Gahlsdorf, Director of Finance
Chief Marc Adams, Police Department
Debbie Lockhart, Recording Secretary

FLAG SALUTE

Councilor Lee led the pledge of allegiance.

**PUBLIC
TESTIMONY**

Jerry McGee, 1030 Ridgepoint NE, Keizer – addressed Council regarding the Salem Sewer Surcharge. Mr. McGee suggested that the city collect the 7.5% surcharge but instead of remitting it to the City of Salem place it in an escrow account. If Salem sues Keizer for the funds, they would lose. If they choose not to sue and instead to drop the surcharge, the funds could be returned to the citizens of Keizer.

Mayor Christopher agreed that the surcharge is an arbitrary charge based on false assumptions and noted that Mayor Taylor of Salem had indicated a willingness to work with the City of Keizer towards eliminating the surcharge. The hope is to accomplish this within the next 24 months.

Terry Kephart, 4350 Verda Lane, Keizer, requested that City Council lower the speed limit on the east end of Verda Lane. He gave a brief overview of the street, pointing out that it is a narrow street with no sidewalks and a great deal of pedestrian traffic. He suggested safety improvements such as sidewalks and good lighting.

Jim Cathey, 1834 Jonathan Court N, Keizer spoke to Council on the same issue echoing Mr. Kephart's comments and adding that the portion of Verda that is now 35 mph is only .7 mile long but has had 8 accidents in the past year. He concluded that he hoped that action would be taken to lower the speed limit before the start of the school year.

With consensus of Council, Mayor Christopher referred the issue of safety improvements to Verda Lane to City staff for research and recommendation. She added that ODOT is the governing authority on all streets, even those located within city limits.

Cyndi Astley, 2475 Center Street NE, Salem, program director for Community Action Drug Prevention Network updated Council on the POWER after school program. She gave a brief overview of the schools served by the program as well as the program itself adding that she would come before Council once a quarter with an update. She concluded that October 14 is "Lights on After School" - a national celebration of after-school programs promoting the critical importance of quality after-school programs in the lives of children, families and communities. She requested a city proclamation in recognition of the two middle schools and the programs they provide on October 4 adding that she would bring principals from the two schools to the meeting to accept the proclamation and highlight activities planned for the school year.

Marsha Clark, 3788 Third Avenue N, Keizer, a member of the Parks and Recreation Advisory Board, addressed Council regarding the upcoming "5th Year Grind" youth skate event at Carlson Skate Park on Saturday, August 21 from 11 am to 7 pm. She pointed out that Sasia Culbertson, a student volunteer, had been very energetic in helping her organize this event and concluded by inviting Councilors to attend the event and speak at the opening ceremony between 11:30 and noon.

Councilor Moir added that the Parks Board had requested the change of Pleasantview Park to "Ben Miller Family Park" rather than the adopted name of "Ben Miller Park". In lieu of this Councilor Smith moved to reconsider the naming of Ben Miller Park to insert the word "Family". Councilor Lee seconded.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Smith moved to add the word "Family" to Ben Miller Park making it "Ben Miller Family Park". Councilor Lee seconded.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Moir added that the parks tour would be held on Monday, August 30 at 5:30 beginning at Chalmers-Jones Park and continuing on to Country Glen, Bair, Ben Miller Family Park and River's Edge.

PUBLIC HEARINGS

a. River Road Speed Reduction

City Manager, Chris Eppley, reviewed the past events relating to the speed limit on River Road.

Mayor Christopher read correspondence received from Greg McLeod who supported keeping the speed limit on River Road at 45 mph and Al and Dorothy Lamer and Markey Humberstad who encouraged Council to lower the speed limit to 35 mph or at least 40 mph.

Mayor Christopher opened the Public Hearing.

Art Bobrowitz, 7315 Wheatland Road N, Keizer offered his support of lowering the speed limit on River Road to 35 mph adding that this speed limit should be from border to border. He explained that he felt reduction of the speed limit would automatically reduce the chances of accidents.

Joleen Voland, 6390 River Road NE, Keizer encouraged Council to lower the speed limit to 40 mph and explained difficulties she has had in the past due to higher traffic volume and speed. She added that this was a safety issue affecting all users of the road, not just those driving automobiles.

Susan Keen, 7448 Kayla Shae Loop, Keizer voiced her opinion that the speed limit should be lowered to 35 mph. She pointed out that when drivers travel at a lower speed limit they are more relaxed so a

lower speed limit would improve the livability of the community.

Charlene Weathers, 1023 Meadowridge Street, Keizer noted that traffic had been slowed considerably since the installation of the Swingwood and McNary Estates Drive traffic lights not being synchronized. She voiced her hope those could be synchronized and added that many people drive under the speed limit in the 35 mph zone, impeding traffic. She concluded that she supported the 40 mph speed limit reduction on River Road north of Wheatland to the city limit.

With no others wishing to testify Mayor Christopher closed the Public Hearing.

Responding to inquiry from Mayor Christopher regarding the possibility of getting approval from ODOT for 35 mph speed limit on River Road, City Manager Chris Epley explained that it could be presented to ODOT along with supporting data if Council so directs. City Attorney Shannon Johnson explained that Council could table this issue and start over with the process with ODOT focusing on reduction to 35 mph.

Councilor Smith made a motion to reduce the speed limit on River Road from the existing 45 mph to 40 mph from Lockhaven to the City limits. Councilor Moir seconded.

Councilor Smith noted that the 35 mph reduction might be a possibility in the future but at the present time there was probably not enough data to support the reduction. She concluded that she was in favor of lowering the speed limit to 40 mph. Councilor Lee, Mayor Christopher and Councilor Moir added their support.

Councilor Gaynor noted that he was not opposed to slowing traffic on River Road, but he felt that the 5 mph reduction was not enough. He would not vote against lowering the speed limit to 40 mph but preferred lowering it to 35 mph.

Councilor Taylor agreed that the 5 mph reduction was insignificant and concluded that because he preferred the significant reduction to 35 mph, he would vote against the reduction to 40 mph.

Councilor Walsh noted that he did not support any reduction because it would cause congestion. He encouraged Council to wait for direction of the River Road Renaissance before moving on any reduction of the speed limit on River Road.

Councilor Smith called for the question.
Motion passed as follows:

AYES: Christopher, Moir, Gaynor, Smith, and Lee (5)

NAYS: Walsh and Taylor (2)

ABSTENTIONS: None (0)

ABSENT: None (0)

**b. RESOLUTION –
Certification of
Street Lighting
District
Assessments**

Finance Director Susan Gahlsdorf explained that this is the second part of a three-year plan to increase the working capital of the Street Lighting District Fund. It is estimated that approximately \$170,000 is needed. Last year 1/3 of that amount was raised and this year the proposal is to raise another 1/3 of the \$170,000.

Mayor Christopher opened the public hearing.

Hearing no testimony, Mayor Christopher closed the public hearing.

Councilor Moir moved to Adopt Resolution R2004, Certification of
Lighting District Accounts. Councilor Gaynor seconded.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

**c. ORDINANCE –
Setting Water
Rates (2004);
Repealing
Ordinance 2002-
473; Declaring
an Emergency**

Finance Director Susan Gahlsdorf gave background on the water rates over the past two years. Karyn Johnson then gave a power point presentation on a two-user group (commercial and residential) system compared to the City's existing three-tier system (single-family, multi-family and commercial).

Mayor Christopher opened the public hearing.

Harvey Price, 5013 through 5019 10th Avenue, Keizer reviewed the history of his apartment complex stating that although it was run down and 50% vacant when he purchased it in 2003, it has now been landscaped and rehabbed and is fully rented. The proposed increase in water rates will be a strain. He questioned the fairness of this policy and suggested pro-rating the increase over a period of years.

Mayor Christopher explained that the Water Master Plan was adopted to build up capacity, build reservoirs and increase pipe size and all citizens are paying the added rates.

Robert Bergstrom, 6111 Lakeshore Court N., Keizer, Treasurer of an 18-unit condominium association at McNary Estates, calculated that the combined effect of the proposed water rates will increase the annual water cost by 47% or \$1,000 per year. This \$1,000 spread out among 18 apartments will amount to \$5 per month per apartment which is not a large amount, but is unfair nonetheless.

Judith DeSpain, 896 Appleblossom Avenue NE, Keizer voiced her support of the proposed rate structure and encouraged Council to pass it.

Lynn DeSpain, 896 Appleblossom Avenue NE, Keizer commended Karyn Johnson on her presentation, voiced his sympathy for citizens who will be paying more and suggested that the increase be spread out over a period of years.

John LaPray, 848-898 Lockhaven Drive NE, Keizer (Fern Villa Apartments) stated that he liked what had been presented and encouraged pro-rating the increase over a couple of years. He also suggested that a letter be sent out to the consumers whose rates are going up that would explain the system so that feelings of resentment could be avoided.

With no others wishing to testify, Mayor Christopher closed the Public Hearing.

Councilor Moir moved a Bill for an Ordinance Setting Rates (2004): Repealing Ordinance 2002-473; Declaring an Emergency. Councilor Smith seconded.

Councilor Moir explained that she had voted against this in the past but stated that after listening to the explanation presented by Ms. Johnson, she was in favor of this plan. She added that she was against any phasing of the implementation because it is a long-range plan and phasing will create a need for adjustment later.

Responding to questioning from Councilor Gaynor, Ms. Johnson explained that the 47% increase would amount to approximately \$3.66 per apartment per month for the typical average multi-family customer.

Councilor Taylor stated that because his constituency supports this plan, he would be voting in favor of it. Councilor Walsh, Mayor Christopher, Councilor Smith and Councilor Lee also offered their support of this plan.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

COMMITTEE REPORTS

a. Loren Calkins from Keizer United – Presentation of Funds for Peer Court

Loren Calkins from Keizer United presented a check for \$5,675.00 and added that Keizer United was able to match funds from the private sector and that the organization will continue to seek funds. He noted that Keizer United is part of the community progress team with the Marion County Children and Families Commission and committed to this effort to work with City Councilors and Police Officers to bring the Peer Court back. It is hoped that this program will bring about positive healthy resolutions in minor crimes and offenses and invite people back to a healthy relationship with their community.

b. Establishing Transportation System Development Charge Task Force

Community Development Director, Nate Brown, reported that a consultant has begun work on the methodology necessary to establish a Transportation System Development Charge in the city of Keizer. Staff is recommending that Council establish a task force to ensure that work done at staff level is in touch with the community. The recommended membership would consist of representatives from the homebuilders industry, Chamber of Commerce, Bikeways Committee, Northwest National LLC, Chemawa LLC, two citizens at large and two City Council members. It is anticipated that the Task Force would be short in duration: no more than 3 meetings of 2-hour blocks.

Councilor Moir moved to appoint the Transportation System Development Charge Task Force including Mike Smith representing the Building Industry Association, Rich Duncan representing the Chamber of Commerce, Hersch Sangster representing Bikeways, Karen Trucke and Ufemia Castaneda representing Citizens-at-large, Don Jenson representing Northwest National LLC, Eric Scott representing Chemawa LLC, and Judy Smith and Jacque Moir representing the City Council. Councilor Taylor seconded.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

OTHER BUSINESS

➤ Old Business

Councilor Moir reported that EVAK (Emergency Volunteers Assisting Keizer) has a "New Volunteer Orientation" scheduled for September 9

➤ New Business

at 7 p.m. On Saturday, September 25 at 10 a.m. in the auditorium Dave Lamb will present a training session on "Volunteers Manning Road Blocks in Emergency". On Saturday, October 23 at 9:30 a.m. in the auditorium Larry Morgan will conduct the second training over "Damage Assessment During and After Emergencies". And KARE (Keizer Animal Rescue in an Emergency) is planning an exercise tentatively for mid September. Also there are more than 20 vehicles for use during an emergency to help with evacuation.

Councilor Taylor reported that Keizer Points of Interest Committee would like to put up signage saying "Keizer, the Iris Capital" around the city. Mayor Christopher encouraged the committee to present a formal presentation which would include the number of signs and location.

Councilor Walsh reported that the RIVERR Task Force would be meeting on Wednesday. The presentation to Oregon State Parks went well. There is \$1.5 million to give away and \$4.3 million worth of applicants. The City is asking for \$500,000.

Councilor Smith reported that

- The city has signed a contract with Cari Emery for Peer Court so that program is on its way.
- Planning Commission was cancelled this month.
- Volunteer Coordinating Committee is looking for volunteers for Traffic Safety Commission, Budget Committee, Planning Commission and Bikeways.

Mayor Christopher reported that SEDCOR has requested that she serve on their Board. The consensus of the council was to make said recommendation to SEDCOR.

Civic Center Recommendation Update

City Manager, Chris Eppley, reported that a review had been done of potential properties around town as possible Civic Center complex locations. He noted that Mr. Epping's property price is \$4.50 per square foot which is significantly higher than the estimated value of the current location property. Given the close proximity of Ms. Roso's property Mr. Eppley suggested that the price would likely be the same. Councilor Moir spoke to Mr. Earl who is not interested in selling. Councilor Lee has indicated that the Archdiocese is not in a position to discuss the sale of their property.

In conclusion, Mr. Eppley recommended that Council receive the information and wait until current property has been appraised before making a determination on the best course of action.

Chief Adams reported that the detective unit and crew have been working on the recent murder and attempted murder investigations and this is causing a backup in other cases. He added that there have been three floods at the Police Department in the past week:

1. A waterline broke in the wall which has now been repaired. The plumbing is now outside of the ceiling and walls.
2. The air conditioning unit flooded the sergeant's area and was repaired on Friday.
3. The air conditioning unit flooded again on Monday morning.

Chief Adams reported that Captain Kuhns has been invited to attend the FBI National Academy in January. This is a command college that less than 2% of the police officers in the nation and friendly countries working with the U.S. get invited to attend so it is a real honor. It is an 11 week program paid for by the FBI.

ADMINISTRATIVE ACTION

a. Towing RFP

City Manager Chris Eppley explained the past procedure for towing and the difficulties encountered. The proposed RFP authorizes selection of 3 companies with specific terms. City Attorney Shannon Johnson pointed out a change on page 17: changing thirty (30) to fourteen (14) in section 3.23. Discussion followed regarding the 5 mile/within the UGB requirement.

Councilor Walsh suggested changing the wording throughout the document to read "within 5 miles or within the UGB".

Councilor Lee moved that Council Authorize City Staff to Proceed with the attached Request for Proposal working out the "5 mile/within the UGB" issue. Councilor Moir seconded.

Councilor Smith offered a friendly amendment that the verbiage say only "within 5 miles of the city limits". Councilor Lee and Moir accepted the friendly amendment.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

CONSENT CALENDAR

- A. RESOLUTION – Budget Adjustment to Street Fund**
B. Approving August 2, 2004 Regular Session Minutes

Councilor Moir moved to approve Consent Calendar item A. Councilor Lee seconded.

Motion passed unanimously as follows:

AYES: Christopher, Moir, Walsh, Taylor, Gaynor, Smith, and Lee (7)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: None (0)

Councilor Smith moved to approve Consent Calendar item B.
Councilor Gaynor seconded.

Motion passed as follows:

AYES: Christopher, Gaynor, Taylor, Lee and Smith (5)

NAYS: None (0)

ABSTENTIONS: Moir and Walsh (2)

ABSENT: None (0)

**WRITTEN
COMMUNICATIONS**

None

AGENDA INPUT

August 30, 2004

5:30 p.m. City Council Work Session

❖ Parks Tour – Beginning at Chalmers-Jones Park

September 7, 2004 (Tuesday)

7:00 p.m. City Council Regular Session

❖ ORDINANCE – Disposition of Supplemental Property

❖ RESOLUTION – Allowing City Manager to Sign Contract
for Slurry Seals

September 13, 2004

5:30 p.m. City Council Work Session

❖ Community Oriented Policing Committee Joint Work
Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 10:28 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Recording Secretary

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – Judy K. Smith

Councilor #4 – Jacque Moir

Councilor #2 – Michel Gaynor

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:

PUBLIC TESTIMONY

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

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

Name: Rob Rosamond

Address: 851 Claggett St. NE
Keizer, OR 97303

Subject or Agenda Item Number: Claggett Street
Neighborhood Development

Your Comments:

Proponent _____ Opponent _____ General _____

Date _____

PUBLIC TESTIMONY

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

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

Name: Jim Reimann

Address: PO Box 21209

Keizer, Oregon 97303

Subject or Agenda Item Number: _____

Your Comments:

Proponent _____ Opponent _____ General _____

Date _____

PUBLIC TESTIMONY

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

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

Name: PAUL GORLINSKY

Address: 799 CRYSTAL SPRING LN
KEYER

Subject or Agenda Item Number: School Zones

Your Comments:

Proponent _____ Opponent _____ General Taylor
Smith
Moore

Date 9-7-04

PUBLIC TESTIMONY

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

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

Name: Michael Courser

Address: 4342 Adam Ct NE
Keizer OR 97303

Subject or Agenda Item Number: Mayor's Pinewood
Derby

Your Comments:

Proponent _____ Opponent _____ General _____

Date 9-7-2004

PUBLIC TESTIMONY

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

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

Name: Gene D. Snook

Address: 4138 oakman st S
Salem Ore 97301

Subject or Agenda Item Number: proposed

subdivision 810 Claggett St

Your Comments:

Proponent _____ Opponent ☒ General _____

Date 9-7-04





Claggett Street Area Neighbors

Meeting Notes – August 29, 2004

Thirteen neighbors were in attendance representing the following residences:

795 Claggett Street
809 Claggett Street
851 Claggett Street
935 Claggett Street
959 Claggett Street
969 Claggett Street
979 Claggett Street
984 Claggett Street
5200 10th Street
5145 Bailey Court

New subdivisions at 810 and 960 Claggett Street have been proposed. The subdivisions would include six new houses on each lot as well as new access streets or easements for the houses. Neighbors met to discuss current issues, future concerns, and questions related to the proposed development.

CONCERNS

- Increased traffic on Claggett Street as it is already becoming a prominent thoroughfare to River Road
- Increased number of cars parked on Claggett, 8th, and 10th Streets
- Current green space eliminated, including many older trees
- New homes in close proximity to current residents' back yards
- Diminished ecology of properties and surrounding areas

QUESTIONS

- What are the plans to deal with displaced standing water and flooding of the properties? Most spacious properties in the neighborhood already flood during heavy rain seasons.
 - Will storm drains be installed on the properties?
 - Will existing Claggett drains be enlarged?
- What happens if a neighboring lot becomes unavailable for development?
 - Will plans change for the proposed development?
- How does current zoning affect the possible options of the developers?
 - Apartments were built on the South end of 10th Street and the Wittenberg Inn and other commercial buildings were built on the West end of Claggett Street
 - Does the land between these areas fall into a "buffer" that could allow further commercial/multi-family dwelling development into our neighborhood?
- What type of housing will be built?

- How many stories will the structures be? All but two existing homes in the neighborhood are only one story.
- Four homes on each property would be much more reasonable granted the amount of land. Six houses on 1.09 acres at 810 Claggett Street is very cramped; building only four would allow for a full-width access street in the middle of each of two lots.
- What impact will this development have on the existing neighborhood?
 - What improvements will be required of the neighborhood and who will be responsible for footing the bill for these improvements?
 - Will street lights be installed?
 - Will sidewalks be required?
 - What type of landscaping will be required?
 - Will all the mature trees be removed? Most are larger than six inches in diameter.
- What type of access to the properties will be allowed or required?
 - If easements are used rather than full-width access streets, the properties become flag lots.
 - At a city council meeting approximately four years ago, the City of Keizer decided to disallow the development of flag lots.
 - If building a full-width access street at 810 Claggett Street, how does the developer plan to gain the required width based on current plans?
 - Can the City of Keizer condemn adjacent property for utility hookups and street development?
- How does the City of Keizer plan to address current issues about traffic on Claggett, 8th, and 10th Streets to minimize the affect on the neighborhood?
 - Will an extensive traffic study be conducted? Will any of the following options be considered to slow down the thoroughfare of Claggett Street?
 - Traffic circle at Claggett and 8th
 - 3-way intersection with stop signs at Claggett and 8th
 - What else can be done about traffic on the residential street? Buses, large frequent delivery trucks, and other traffic already abounds and drivers use Claggett as a shortcut to and from the following locations:
 - Kingdom Hall of Jehovah's Witnesses
 - Apartments on 10th Street
 - The Wittenberg Inn and nearby commercial locations
 - Keizer Retirement Center
 - How will the development of 810 and 960 Claggett affect the current traffic situation?
- Is the developer of 810 Claggett Street aware that the property is adjacent to the home of a known illegal drug lab on 8th?
- Ultimate question for City Councilors: What is the plan for development in the City of Keizer? Is it to absolutely cram in the maximum number of possible residences or is it to drive away current residents on supposed "underdeveloped" lots?

Neighbors will represent the neighborhood at the upcoming City Council meeting on Tuesday, September 7, to address these and other concerns.

Mayor Christopher and Council Members - September 7, 2004

The following Multifamily owners (or owner's representatives) respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

Name of Apartments	Address	No. of Units	Signature
Evergreen Villa	687-759 Bever Dr NE	27 units	Deak Mann (Shelter Mgmt, Inc.) for Bruce and Janet Clemenhagen and Rodney and Kathy Schoenborn
Fernwood Court	5317-5327 River Rd N	24 units	Deak Mann (Shelter Mgmt, Inc.) for Ed Cravinko and Rodney and Kathy Schoenborn
Keizer Terrace	1778-1799 Kersey Way NE 1804-1854 Drexler Ln NE 5045-5096 Alameda Way NE	153 units	Deak Mann (Shelter Mgmt, Inc.) for Bill Lydon
Appleblossom Apts.	139-169 Appleblossom N	12 Units	Deak Mann (Shelter Mgmt, Inc.) for Salem CDC, Beverly Hughes
Susan Court	1151-1238 Susan Cr NE	88 Units	Deak Mann (Shelter Mgmt, Inc.) for Martin Mueller
Elliot Square	3600 Burr Rd N	64 units	J.C.S.
Hidden Creek	6651 Hidden Creek Loop	116 units	A. Lee Spitzer
Lake Point	206 Lake Pl Place	50 units	J.C.S.
Parkview Court	622 Parkview Court	86 units	A. Lee Spitzer
Nolan Ridge	6012 Highland Rd N	64 units	J.C.S.
Royal Oaks	115 Homewood Ct	72 units	Wanda Farns Robert Fells

FROM

Mayor Christopher and Council Members - September 7, 2004

The following Multifamily owners (or owner's representatives) respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatories ask the Council to reinstate the previous ordinance No. 2002-473 capping for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

[illegible]

Mayor Christopher and Council Members - September 7, 2004

The following Multifamily owners (or owner's representatives) respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

[illegible]

Sep. 07 2004 10:29AM P2

The following Multifamily owners (or owner's representatives) respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

[illegible]

EXHIBIT "A"

Meter Charge - \$/Meter/Bi-Monthly

<u>Meter Size</u>	<u>Rate</u>
5/8 - 3/4"	\$ 7.51
1"	\$ 15.22
1-1/2"	\$ 29.44
2"	\$ 46.52
3"	\$ 86.39
4"	\$ 143.34
6"	\$ 285.67
8"	\$ 570.40

Volume Rate - \$/ccf

<u>Customer Class</u>	<u>Rate</u>
Single Family Residential	\$.96
Multiple Family	\$.58
Commercial	\$.76

Private Fire Protection - \$/Hydrant-Bi-Month

<u>Hydrant Size</u>	<u>Rate</u>
4"	\$ 30.02
6"	\$ 83.39
8"	\$ 175.12
10"	\$ 300.20

Miscellaneous Fees:

Service Fee	\$ 15.00
Shut off Processing Fee	\$ 30.00
After Hours Fee	\$ 75.00
Tampering Fee	\$ 30.00 (for each offense)
Removal of Meter Following Third Tampering Incident	Cost Plus 15%
Returned Check Fee	\$ 15.00
Fee for Three NSF Checks Within One Year	\$ 50.00

Mayor Christopher and Council Members - September 7, 2004

The following residents of Keizer respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

Name	Address	Signature
Alfred J. Amerio	5317 River Rd. N. #5	Alfred J. Amerio
Marie Amerio	5317 River Rd. N. #5	Marie Amerio
KATHRYN ALKSON	5325 River Rd. N. #1	Kathryn Alkson
Timmie Hokenson	5327 River Rd. N. #1	Timmie Hokenson
Sara Garcia	5327 River Rd. #1	Sara Garcia
Larry Gonzalez	5327 River Rd. #6	Larry Gonzalez
STEVEN COREY	5325 RIVER RD #1	Steven M. Corey
TRAVIS KING	5319 River Rd N #2	Travis King
Nancy King	5319 River Rd N #2	Nancy King
Eva Lemus	5317 River Rd N #3	Eva Lemus
Armando Ortiz	5317 River Rd #3	Armando Ortiz
Doug Watters	5319 River Rd #4	Doug Watters
Jackie Van Amburgh	5327 River Rd N #3	Jackie Van Amburgh
ANNE PILLATE	5325 River Rd #3	Anne M. Pillate
Cibyl Eckley	5325 River Rd #2	Cibyl Eckley
Jammie Langley	5317 River Rd #6	Jammie Langley
Ron Smith	5319 RIVER RD #1	Ron Smith
Seren Garcia	5327 River Rd #1	Seren Garcia
Crystal Gonzalez	5327 River Rd #6	Crystal Gonzalez
LUCILLE HARLEY	5317 River Rd #4	Lucille Harley
Kris Klein	5327 River Rd #5	Kris Klein

Name	Address	Signature
Marie Amerio	5317 River Rd N. #1	Marie Amerio
ALFRED J AMERIO	5317 RIVER RD N. #1	Alfred J. Amerio
KATHRYN Mc Gowan	5325 River Rd N #6	Kathryn McGowan
DAN Rounds	5317 RIVER RD #1	Dan Rounds
Jimmie Holmerson	5327 River Rd #91	Jimmie Holmerson
Sara Garcia	5327 River Rd #1	Sara Garcia
Paul Berman	5327 River Rd #2	Paul Berman
Amber Bowman	"	Amber Bowman
Larry Gonzalez	5327 River Rd #6	Larry Gonzalez
STEVEN COREY	5325 RIVER RD #1	Steven M Corey
Nancy King	5319 River Rd #2	Nancy King
Travis King	"	Travis King
Eva Lemus	5317 River Rd #3	Eva Lemus
Luis Orlando Ortiz	5317 River Rd #3	Luis Ortiz
Doug Watters	5319 River Rd #4	Doug Watters
Joe Van Amburg	5327 River Rd N #3	Joe Van Amburg
Jackie Van Amburg	5327 River Rd #3	Jackie Van Amburg
ANNEM PELLOTTE	5325 River Rd #3	Annem Pellette
CIDY Eckley	5325 River Rd #2	Cidy Eckley
Jammie Langley	5317 RIVER RD #6	Jammie Langley
RON S. Smith	5319 RIVER RD #1	R. Smith
Senon Garcia	5327 River Rd #1	Senon Garcia
Crystal Gonzalez	5327 River Rd #1	Crystal Gonzalez
LUCILLE HARLEY	5317 River Rd #4	Lucille Harley
Kris Klein	5327 River Rd #5	Kris Klein
Alan Doen	5325 #2	Alan Doen
Jose GATICH	5327 River Rd #4	Jose GATICH
PHUONG NGUYEN	5319 RIVER #5	Phuong

The following residents of Keizer respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

Name	Address	Signature
Dennis Toepfer	206 Lakepoint Pl. N. #109 Keizer, OR	Dennis Toepfer
Chris Holt	205 Lakepoint Pl. #109 Keizer, OR	Chris Holt
James Davis	225 Lakepoint Pl. #318 Keizer, OR	James Davis
Mary Toepfer	206 Lakepoint Pl. N. #109 Keizer, OR	Mary Toepfer
Calvin M. Reimer	3280 Adams Ave. Salem, OR 97303	Calvin M. Reimer
Tammy Durham	615 Sandpiper Ct. NE Salem, OR 97303	Tammy K. Durham
Salvador Contreras	354 Lakepoint Pl. N. #123 Keizer, OR 97303	Salvador Contreras
Kew Peeler	206 Lakepoint Pl. Apt 203 Salem, OR 97303	Kew R. Peeler
Nikki Langley	206 Lakepoint Pl. Keizer, OR 97303	Nikki R. Langley
Lazaro Garcia	205 Lakepoint Pl. N. Keizer, OR 97303	Lazaro Garcia
Jacqueline R. Zell	225 Lakepoint Pl. N. Keizer, OR 97303	Jacqueline R. Zell
Jennifer L. Jones	206 Lakepoint Pl. N. #109 Keizer, OR 97303	Jennifer L. Jones
James Garcia	206 Lakepoint Pl. N. #109 Keizer, OR 97303	James Garcia
Allyson M. Brown	344 Lakepoint Pl. N. #127 Keizer, OR 97303	Allyson M. Brown
Stephan McKee	344 Lakepoint Pl. #127 Keizer, OR 97303	Stephan McKee
Alice R. Jones	225 Lakepoint Pl. N. #118, Keizer, OR 97303	Alice R. Jones
Frank Silken	225 Lakepoint Pl. N. #223, Keizer, OR 97303	Frank Silken
Kenneth VanVeen	206 Lakepoint Pl. N. #122 Keizer, OR 97303	Kenneth VanVeen
Grant Zaitz	205 Lakepoint Pl. N. #208, Keizer, OR 97303	Grant Zaitz
Jovita Estrada	4703 Conn St. NE Salem, OR 97305	Jovita Estrada
Brigitte Contreras	354 Lakepoint Pl. N. #123 Keizer, OR 97303	Brigitte Contreras
Merle Alberts	225 Lakepoint Pl. N. #121 Keizer, OR 97303	Merle Alberts

Mayor Christopher and Council Members - September 7, 2004

The following residents of Keizer respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

Name	Address	Signature
Nati Boethaus	10218 Hidden Creek Pl	Nati Boethaus
Robert K. Evers	10221 Hidden Creek	Robert K. Evers
John Elmer	6659 Hidden Crk	John Elmer
Olga Detrenko	1051 Hidden Creek	Olga Detrenko
Marie Campbell	6605 Hidden Crk Lp	Marie Campbell
Jim Keller	1022 Fir Cone	Jim Keller
Elaine Schlechter	6657 Hidden Creeper	Elaine Schlechter
Emily Randolph	6649 Hidden Creek	Emily A. Randolph
Rhonda Orlanting	6647 Hidden Creek	Rhonda Orlanting
Scott Wolf	6655 Hidden Creek	Scott Wolf
Lillian J Arnold	6629 Hidden Creek	Lillian J Arnold
Frank Blukacz	6625 Hidden Creek	Frank Blukacz
Lisha Vance	6602 Hidden Creek Lp	Lisha Vance
Dimitri Lancy	6608 Hidden Crk	Dimitri Lancy
Cindy Brandy	6606 Hidden Crk	Cindy Brandy
Felaret Martushoff	6612 Hidden Cr	Felaret Martushoff
Sheena Vance	10442 Hidden Cr.	Sheena Vance
Larry Hartman	6630 Hidden Creek	Larry Hartman
Megan Gualis	6644 Hidden Creek	Megan Gualis
Wesley Yarnall	6650 Hidden Creek	Wesley Yarnall
Krista Rowland	6656 Hidden Creek	Krista Rowland
Jason Martin	6664 Hidden Creek	Jason Martin

The following residents of Keizer respectfully ask the Council to reconsider Ordinance No. 2004-513 and set a public hearing to discuss the proposed water rate and customer class. In particular, the following signatures ask the Council to reinstate the previous ordinance No. 2002-473 calling for water rates and a three-tier customer class as shown in Exhibit "A" attached hereto.

Name	Address	Signature
Amber Bowman	5327 River Rd Apt #2	Amber R. Bowman
Paul Bowman	" "	Paul Bowman
Alan, DOWN	5325 River #2	Alan
Jose Gatica	5327 River N #4	Jose Gatica
HUONG NGUYEN	5319 River N #5	Huong
Bradley R Maben	5317 River Rd N #6	Bradley R Maben
Mary Bishop	5317 River Rd N #	Mary Bishop
Velisa Reynaga	5319 River Rd N #6	Velisa Reynaga
Isabelia Trevino	5325 River Rd N #5	Isabelia
Homero Reynaga	5319 River Rd N #6	Homero

[illegible]

Name	Address	Signature
Bradley R Mahen	5317 River Rd #16	Bradley R Mahen
Mary Bishop	5317 River Rd #3	Mary Bishop
Nelissa Reynaga	5319 River Rd #14	Nelissa Reynaga
Isabella Trevino	5325 River Rd N #5	Isabella Trevino
Homero Reynaga	5319 River Rd N #10	Homero Reynaga

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: CHRISTOPHER C. EPPLEY
CITY MANAGER

DATE: SEPTEMBER 7, 2004

SUBJECT: TIMELINE OF PUBLIC NOTICE REGARDING THE WATER RATES PUBLIC MEETINGS

Below, please find a timeline identifying the dates the City of Keizer provided notice for the public hearings and Council work session held regarding the FY 2004-05 scheduled water rates increase.

Also, please find copies of the notices that were sent to the Keizertimes along with a copy of the notice language sent to every person or entity listed in our water billing system as owners and/or managers of multifamily units.

<u>Event</u>	<u>Date(s) Noticed</u>	<u>Date(s) Published</u>	<u>Medium</u>
Public Hearing (5-3-04)		4-23-04	Keizertimes
Public Hearing (6-7-04)		5-28-04, 6-4-04	Keizertimes
Work Session (7-12-04)	7-8-04		Keizertimes, Statesman Journal
Public Hearing (8-13-04)	8-2-04 Mailing	8-6-04, 8-13-04	Direct Mailing, USPS Keizertimes

If you have any questions, please let me know.

Chris Eppley
City Manager



City of Keizer

Keizer City Hall, P.O. Box 21000, Keizer, OR 97307-1000

Fax Cover Sheet

DATE: April 15, 2004

TO: Keizertimes - Scotta

FAX: (503) 390-8023

FROM: Tracy L. Davis, CMC
City Recorder

PHONE: (503) 390-3700 Ext. 108
FAX: (503) 393-9437

RE: Public Notice - Proposed Water Rate Change Public Hearing

Number of pages including cover sheet: 2

Message:

Please publish the attached notice in the **April 23, 2004** edition of the Keizertimes. I will put the original in your box here at City Hall.

If unable to publish in this edition or if you have any questions, please give me a call.

Thanks!



NOTICE OF PUBLIC HEARING

PROPOSED WATER RATE CHANGES

NOTICE is hereby given that the City Council of the City of Keizer will hold a public hearing to receive comment and discuss proposed changes to the City of Keizer water rates.

The hearing will be held on **Monday, May 3, 2004 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 Monday, May 3, 2004. Responses may be mailed to Tracy L. Davis, 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 (503)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 Susan Gahlsdorf, Finance Director at (503) 390-8280.

Dated this 16th day of April, 2004.

Tracy L. Davis
City Recorder

Publish April 23, 2004 edition of Keizertimes

AFFIDAVIT OF PUBLICATION
STATE OF OREGON, COUNTY OF MARION, SS:

I, Scotta Callister, being first duly sworn, depose and say that I am Publisher of the Keizertimes, a newspaper of general circulation as defined by Section 58, Oregon Laws, as amended by Chapter 445 General Laws of Oregon, 1929, printed and published in Keizer, in aforesaid county and state; that the Notice of Hearing - Proposed Water Rate Changes, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for Two (2) successive and consecutive week(s) in the following issue(s): May 28 and June 4, 2004.

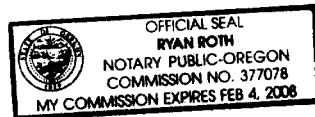
Subscribed and Sworn to before me this

4th day of June, 2004

Scotta Callister
Scotta Callister

[Signature]
Notary Public for Oregon, Marion County

Feb 4, 2008
My Commission Expires



RECEIVED
JUN 16 2004
TEL. 973. 973. 973.

**NOTICE OF PUBLIC HEARING
PROPOSED WATER RATE
CHANGES**

NOTICE is hereby given that the City Council of the City of Keizer will hold a public hearing to receive comment and discuss proposed changes to the City of Keizer water rates.

The hearing will be held on Monday, June 7, 2004 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 Monday, June 7, 2004. Responses may be mailed to Tracy L. Davis, 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 (503)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 Susan Gahlsdorf, Finance Director at (503) 390-8280.

Dated this 19th day of May, 2004.
Tracy L. Davis
City Recorder
5/28/04



PUBLIC MEETING NOTICE KEIZER CITY COUNCIL

FILED
7/8/04
[Signature]

NOTICE OF WORK SESSION

The Keizer City Council will meet for a Work Session on **Monday, July 12, 2004 at 12:00 p.m.** This session will be held at Keizer City Hall, 930 Chemawa Road NE, Keizer, Oregon. The agenda for this meeting includes discussion of the water rate and cost of service analysis report.

This location is accessible to the disabled. Please contact City Hall if special arrangements are necessary. Questions regarding this meeting may be directed to Chris Eppley, City Manager at (503) 390-3700, ext. 102.

DATED this 8th day of July, 2004.

Tracy L. Davis, CMC
City Recorder

NOTICE FOR INFORMATIONAL PURPOSES ONLY

The City of Keizer would like to invite you to a public hearing to be held to receive comments on proposed Water rate revision. The meeting will be held in the City Council Chambers at City Hall on Monday, August 16, 2004, 7:00 p.m. If you have any questions regarding this meeting please contact the Utility Billing Department at 503-390-8280.

AFFIDAVIT OF PUBLICATION
STATE OF OREGON, COUNTY OF MARION, SS:

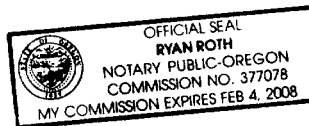
I, Scotta Callister, being first duly sworn, depose and say that I am Publisher of the Keizertimes, a newspaper of general circulation as defined by Section 58, Oregon Laws, as amended by Chapter 445 General Laws of Oregon, 1929, printed and published in Keizer, in aforesaid county and state; that the Notice - Water Rates, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for Two (2) successive and consecutive week(s) in the following issue(s): August 6 and 13, 2004.

Subscribed and Sworn to before me this
13th day of August, 2004

Scotta Callister
Scotta Callister

Ryan Roth
Notary Public for Oregon, Marion County

Feb 4th, 2008
My Commission Expires



**NOTICE OF PUBLIC HEARING
PROPOSED WATER RATE
CHANGES**

NOTICE is hereby given that

the City Council of the City of Keizer will hold a public hearing to receive comment and discuss proposed changes to the City of Keizer water rates.

The hearing will be held on Monday, August 16, 2004 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 Monday, August 16, 2004. Responses may be mailed to Tracy L. Davis, 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 (503) 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 Susan Gahlsdorf, Finance Director at (503) 390-8280.

Dated this 30th day of July, 2004.

Tracy L. Davis
City Recorder