



FAXED
7-30-04
dl

City of Keizer

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

Fax Cover Sheet

DATE: July 30, 2004

TO: Keizertimes - Scotta

FROM: Tracy L. Davis, CMC
City Recorder

FAX: (503) 390-8023

PHONE: (503) 390-3700 Ext. 108

FAX: (503) 393-9437

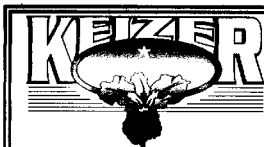
RE: Public Notice - Water Rates

Number of pages including cover sheet: 2

Message:

Please publish the attached notice in the August 6 and August 13, 2004 editions 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, 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

Publish August 6, and 13, 2004 editions 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 – 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.

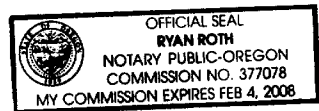
Subscribed and Sworn to before me this

13th day of August, 2004


Scotta Callister


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

CITY COUNCIL AGENDA PACKET

MONDAY, August 16, 2004

**6:30 P.M. URBAN
RENEWAL AGENCY
EXECUTIVE SESSION**

**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!!!***

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
URBAN RENEWAL AGENCY
EXECUTIVE SESSION

**Monday, August 16, 2004
6:30 p.m.**

**Conference Room B
Keizer, Oregon 97303**

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

a. Purchase of Real Property

4. ADJOURN

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

AGENDA

KEIZER CITY COUNCIL
REGULAR SESSION

**Monday, August 16, 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

- a. River Road Speed Reduction**
- b. RESOLUTION – Certification of Street Lighting District Assessments**
- c. ORDINANCE Setting Water Rates (2004); Repealing Ordinance
2002-473; Declaring an Emergency**

6. COMMITTEE REPORTS

- a. Loren Calkins from Keizer United – Presentation of Funds for Peer
Court.**
- b. Establishing Transportation System Development Charge Task Force**

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

Civic Center Recommendation Update

8. ADMINISTRATIVE ACTION

a. Towing RFP

9. CONSENT CALENDAR

a. RESOLUTION – Budget Adjustment to Street Fund

b. Approving August 2, 2004 Regular Session Minutes

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. 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

12. ADJOURN

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



August 16, 2004

AGENDA ITEM 5a

River Road Speed Reduction

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: RIVER ROAD SPEED REDUCTION

DATE: AUGUST 11, 2004

BACKGROUND:

City Council at there regularly scheduled meeting on July 19, 2004 requested a Public Hearing be set for August 16, 2004 to receive Public input on the proposed speed reduction along River Road from Lockhaven Drive to the Northern City Limits. Staff has been in contact with ODOT representatives who have advised us when Council makes the final decision on the River Road speed; the appropriate order will be authorized.

ATTACHMENTS:

June 30, 2004 staff report
Speed Investigation Data and Map
Letter to ODOT contesting results
ODOT letter authorizing speed reduction.

FISCAL IMPACT:

Funds are available in the 04/04 Street Fund Budget for costs associated with changing signs.

RECOMMENDATION:

Staff recommends Council open the Public Hearing receives testimony, close the Public Hearing and deliberate this issue. If you have questions please contact me on my City cell phone. You may obtain the number from Jennifer Warner at ext. 116

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: RIVER ROAD SPEED REDUCTION

DATE: JUNE 30, 2004

BACKGROUND:

The Public Works Department requested a speed investigation along River Road North of Lockhaven to the Northern most City Limits. The current posted speed is 45 mph except for an 800' stretch south bound River Road just North of Lockhaven which is posted at 35mph. Upon conclusion of the speed investigation by the Oregon Department of Transportation, the requested reduction in speed of 5mph was not recommended, but could be contested. Public Works staff contested the results, formally requesting a 5 mph reduction in speed. ODOT has granted and recommends the speed zone change.

Council makes the final decision on speed reductions or increases as the official road authority.

ATTACHMENTS:

Speed Investigation Data and Map
Letter to ODOT contesting results
ODOT letter authorizing speed reduction

FISCAL IMPACT:

Funds are available in the 04/05 Street Fund Budget for costs associated with changing signs.

RECOMMENDATION:

Staff recommends Council deliberate this issue and direct staff to impose the speed reduction as authorized or notify ODOT Council recommends no change at this time.

OREGON DEPARTMENT OF TRANSPORTATION
REPORT OF SPEED ZONE INVESTIGATION
N. Commercial St./N. Liberty St./N. River Road
Salem Highway to 0.18 mile north of Parkmeadow Drive
City of Salem / City of Keizer
July 28, 2003

Recommendation:

Rescind existing Speed Zone Order No. 1234D, dated September 30, 1996 and establish speed zoning as described below:

	<u>Existing</u>	<u>Recommended</u>
Not Investigated		
<u>On N. Commercial Street (one way southbound)</u>		
<u>Section A</u>		
From: Salem Highway	35 mph	35 mph <u>2/</u>
To: N River Road		
<u>On N. Liberty Street (one way northbound)</u>		
<u>Section A</u>		
From: Salem Highway	35 mph	35 mph <u>2/</u>
To: N River Road		
<u>On N. River Road</u>		
<u>Section A</u>		
From: N Commercial Street	35 mph	35 mph <u>2/</u>
To: 150 feet south of Plymouth Drive		
From: 150 feet south of Plymouth Drive	35 mph	35 mph <u>1/ 3/</u>
To: Lockhaven Avenue		
Investigated		
<u>On N. River Road</u>		
<u>Section B</u>		
From: Lockhaven Avenue	45 mph	40 mph <u>3/</u>
To: 0.18 mile north of Parkmeadow Drive		

1/ Except that in the following school exception section(s), the designated speed shall be 20 mph as per provisions of ORS 811.105 or ORS 811.123:

2/ City of Salem
3/ City of Keizer

Historical Background:

Investigation requested by: Rob Kissler, Public Works Director, City of Keizer

Requested Speed: Section B: 40 mph

Previous Action: Established Speed Zone Order No. 1234D, dated September 30, 1996

Investigation:**Section A****Section B**

Section Length
 85% Speed
 2001 Accident Rate*
 2001 Average Daily Traffic
 Culture Type & Density
 Horizontal Alignment
 Vertical Alignment
 Curve Signs & Speed Riders
 Existing Posted Speed
 Recommended Speed

N

O

T

1.70 mile
 47 mph
 0.68
 23,680
 Light Residential
 4 curves
 Mildly Undulating
 Partially Posted
 45 mph
 40 mph

* Accidents per Million Vehicle Miles

Roadway Data:

Surface
 Width
 Lanes
 Parking
 Shoulders
 Intersecting Streets
 Paved
 Stopped
 Signalized

I

N

V

E

S

Bituminous
 25 - 67 feet
 2-5 w/CLTL
 Prohibited
 0 - 5 feet paved/partly curbed/bike lanes
 13
 13
 13
 1

Accident Data:

T

Study Period
 Total Accidents
 Injuries
 Fatalities
 2001 Accidents
 2001 Accident Rate (R)
 2001 State Rate (r) 1/
 Deviation (R-r)

I

G

A

T

E

1/1/99 - 12/31/01
 35
 24
 0
 10
 0.68
 -
 -

Spot Speed Data:

D

85% Speed
 Pace Limits 2/
 % in Pace
 Maximum Speed
 Posted Speed
 % Exceeding Posted Speed
 Computed Speed 3/
 Recommended Speed

47 mph
 38 - 47 mph
 79 %
 56 mph
 45 mph
 23%
 47 mph
 40 mph

1/ No Comparable State Rate

2/ Ten-mile-per hour range containing the largest number of sampled vehicles

3/ 85% speed

Factors Influencing Recommendation:

85 % speed, pace limits, culture type and density.

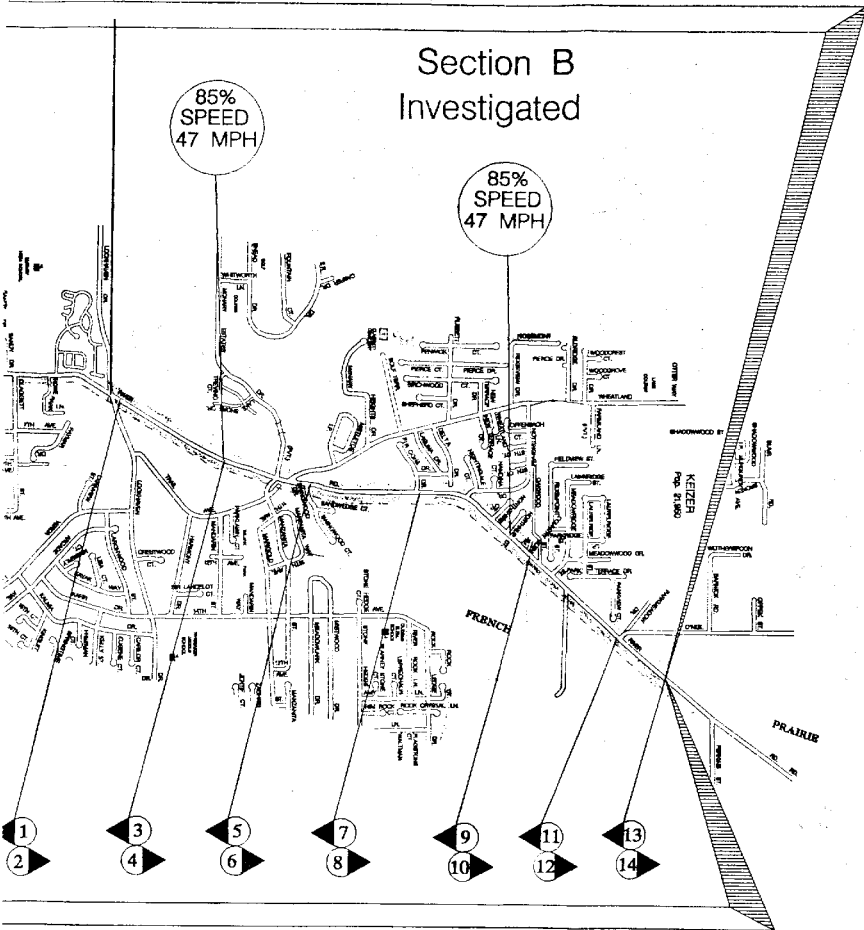
ended



Section B Investigated

85%
SPEED
47 MPH

85%
SPEED
47 MPH



isting

LEGEND	
	20 MPH
	20 MPH When Children Are Present
	25 MPH
	30 MPH
	35 MPH
	40 MPH
	45 MPH
	50 MPH
	55 MPH (STAT)
	CITY LIMITS



City of Keizer

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

March 20, 2004

Paul Davis, Investigations Coordinator
Oregon Dept. of Transportation
Traffic Management Section
355 Capitol Street NE
Salem, OR 97301-3871

Dear Mr. Davis

The City of Keizer Public Works and Police Departments have reviewed your speed survey along River Road from Lockhaven Drive to the North City Limits. Your letter dated August 13, 2003 indicates the speed survey was conducted from N Commercial and Liberty along River Road to just north of Parkmeadow, however the enclosed map reflects the area studied is from Lockhaven Drive to the North City Limits along River Road. I'm assuming the map is correct and Section B of the map concludes that the 85% speed is 47 mph during your study period.

The City is still concerned about the peak hour volumes and speed along this corridor of River Road. Accesses to River Road in this stretch have increased due to residential and multi family developments. The City requests the Speed Control Board or State Traffic Engineer consider a lowering of the 45mph speed to 40 mph in all or a portion of the investigated section.

Mr. Davis, I apologize in my late response to your findings letter and analysis. If I can answer any questions, please contact me.

Sincerely,

Rob Kissler
Director of Public Works



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

Transportation Building

355 Capitol St. NE

Salem, Oregon 97301

May 12, 2004

FILE CODE:

Rob Kissler
Director of Public Works
City of Keizer
930 Chemawa Road NE
Keizer, OR 97307-1000

Dear Rob,

Your letter dated March 20, 2004 indicates the City's objection to proposed speed zoning on N River Road in the City of Keizer.

After review of your concerns with ODOT's speed zone proposal, we have changed our speed zoning recommendation to establish a 40 MPH speed zone from Lockhaven Avenue to 0.18 mile north of Parkmeadow Drive. Please refer to the attached report.

Enclosed is a copy of Speed Zone Order by Delegated Authority No. J7450 dated May 12, 2004 establishing this speed zone. Please notify this office of the date the signs have been installed by returning the enclosed copy of this letter.

If you have any further questions, please contact me at (503) 986-3609.

Sincerely,

Paul Davis

Paul Davis
Traffic Investigations Coordinator

SIGNS INSTALLED	
By	Date
Signature	

Copy with Enclosure to:

Kathy McConnell, Region 2 Traffic Investigator

Eric Destival, Assistant Traffic Engineer, City of Salem

PD/cwc



August 16, 2004

AGENDA ITEM 5b

RESOLUTION ~ Certification of Street

Lighting District Assessments

CITY COUNCIL MEETING: August 16, 2004

AGENDA ITEM NUMBER:

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

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

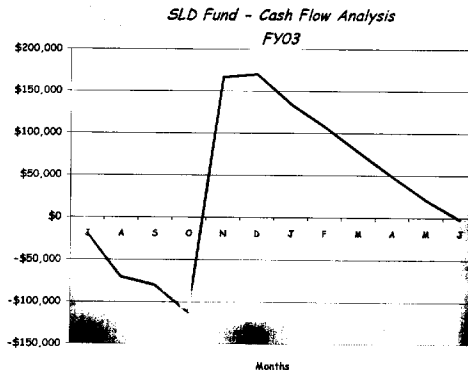


**SUBJECT: RESOLUTION - CERTIFICATION OF STREET LIGHTING DISTRICT
(SLD) ASSESSMENTS**

BACKGROUND:

Prior to Fiscal Year 2004, the Street Lighting District Fund (SLD Fund) operated on a reimbursement basis. Electricity was paid in Year One and assessed on the tax roles in Year Two. Because of this, the fund operated in a cash deficit, especially during times of rising costs. The City traditionally used cash from other funds to meet the cash flow needs of the SLD Fund.

The graph below represents the cash balance of the SLD Fund in FY03.

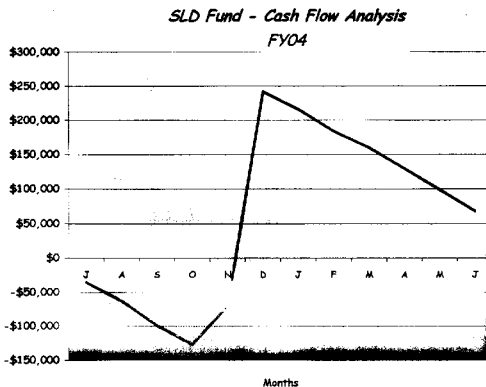


At the beginning of the year, the fund had approximately \$12,000 in cash. Approximately 90% of the SLD Fund expenditures are for electricity costs. Consequently, cash outlays were consistent from month to month and averaged approximately \$35,000. Revenue in the SLD

fund consists solely of property tax assessments and the City began receiving this revenue in late November. The disparity between the revenue stream and the expenditure stream resulted in a cash flow deficit in the first part of the fiscal year. The deficit dipped to \$113,000 just before assessment revenue was received. By June 30, the fund ended in a slight deficit of \$2,000.

Historically, the annual SLD tax assessments have not included a provision for working capital. Deficits have been funded through inter-fund borrowing and repaid when tax revenues are received the following year. Even though the money is repaid with interest, the cash borrowed from those funds becomes the corpus for the SLD Fund. The money cannot be spent for its intended purpose because it will be needed the following year to cover the cash needs of the SLD Fund.

On August 18, 2003, the Council passed a Resolution certifying the Street Lighting District assessments for the November 2003 tax roles. The direction from the Council was to reduce the Cash Flow requirement to 1/3 of the amount recommended by staff. The purpose of the reduction was to build the ending fund balance over a period of three years rather than assess the full amount in one year. With this change, the Cash Flow for Fiscal Year 2004 resulted in the following:



At June 30, 2004, the ending fund balance was approximately \$70,000 compared to the \$2,000 deficit at June 30, 2003.

The FY05 budget was adopted with the expectation that one-third of the working capital needs would be added to the tax assessments. This assessment is consistent with the Council's direction on August 18, 2003 and City's financial policy adopted during the FY03 budget process:

"All operating funds will maintain an unrestricted and undesignated balance equal to annual revenue of at least 5% percent. This is the minimum needed to maintain the City's credit worthiness. **At June 30 of each year sufficient**

reserves shall exist to adequately cover the cash flow needs of the fund and to adequately provide for economic uncertainties for the upcoming year. Should the fund balance fall below the targeted amount in a given fund, a plan for expenditure reductions and/or revenue increases shall be submitted to the City Council via the Budget Committee. If, at the end of a fiscal year, the fund balance falls below the target amount in a given fund, then the City shall develop a plan to restore the fund balance within the five-year planning period."

ISSUE:

Staff has computed the amount of money necessary to be raised by assessment to cover Street Lighting District costs as shown on the attached exhibit "A". The calculation of this assessment is delayed each year because June electricity bills are not received and paid until July. The Marion County Assessor's office has granted the City an extension in filing these assessments. These assessments need to be turned over to the County Assessor for collection by August 31, 2004.

This year the Street Lighting District assessment includes the second of a three-year cash flow assessment. By the end of the third year, staff project the cash balance in the SLD fund to be adequate and the annual assessment will be adjusted each year, up or down, to cover the projected cash needs of the following year.

FISCAL IMPACT:

A total of \$472,200 has been calculated as the assessment for the November 2004 tax roles. Of this amount, approximately \$57,700 is needed for cash flow requirements.

RECOMMENDATION:

Staff recommends council open the public hearing on the Street Lighting District Assessments for Fiscal Year 2005. After testimony staff recommends council close the public hearing and deliberate on this issue. After which, staff recommends the council adopt the attached resolution certifying the Street Lighting District Assessments, by tax account, to the Marion County Assessor for collection, if it so chooses.

"EXHIBIT A"
CERTIFICATION OF
LIGHTING DISTRICTS ACCOUNTS

LIGHTING DISTRICTS 2003/04

DISTRICT NAME	FRONT FOOTAGE OR # OF LOTS	TOTAL PER DISTRICT	PER LOT or FRONT FOOTAGE		
			Service and Administrative Costs	Cash Flow Requirement	Total
MARDELL	204	\$ 8,543.52	5.12	5.12	41.88
WILARK PARK ST LTG	190	17,185.50	11.05	11.05	90.45
MAI LIN	290	12,913.70	5.44	5.44	44.53
APPLEBLOSSOM	88	3,823.60	5.31	5.31	43.45
RIVERCREST	326	14,787.36	5.54	5.54	45.36
IVY WAY	119	4,769.52	4.90	4.90	40.08
ARNOLD WAY	40	1,097.20	3.35	3.35	27.43
NORTHVIEW	86	4,801.38	6.82	6.82	55.83
MCNARY HGHTS	88	6,658.96	9.24	9.24	75.67
CEDAR PARK ST LGHT	19	1,485.61	9.55	9.55	78.19
MENLO	27	1,394.55	6.31	6.31	51.65
SHADY LANE FRONT FOOTAGE	5345	3,333.01	0.5474	0.0760	0.5234
NORTHWOOD PARK #1	49	4,284.56	10.68	10.68	87.44
GREENWOOD FRONT FOOTAGE	3785	1,818.78	0.4218	0.0586	0.4804
WILARK PARK #6	18	1,022.04	6.94	6.94	56.78
WILARK PARK ANN #7	16	1,004.96	7.67	7.67	62.81
NORTHWOOD PARK #2	43	3,255.53	9.25	9.25	75.71
MAI-LIN DISTRICT #2	22	969.32	5.38	5.38	44.06
MCLEOD PARK	36	2,036.88	6.91	6.91	56.58
LANCER PARK	36	2,324.16	7.89	7.89	64.56
HILLIGOSS	14	719.18	6.28	6.28	51.37
CARLHAVEN ADDITION	28	890.96	3.89	3.89	31.82
WINDSOR ESTATES	23	1,644.27	8.73	8.73	71.49
WHITAKER PARK	78	5,424.90	8.50	8.50	69.55
ANDREW PARK	15	1,082.55	8.82	8.82	72.17
GLYNBROOK	41	2,714.61	8.09	8.09	66.21
LAWNDALE SUB	34	2,672.06	9.60	9.60	78.59
NORTHWOOD PARK #4	98	8,995.42	11.21	11.21	91.79
PALMA CIEA #5	22	1,052.26	5.84	5.84	47.83
WILARK PARK ANN #5	18	1,309.68	8.89	8.89	72.76
HICKS JONES FRONT FOOTAGE	18006	9,006.73	0.4387	0.0609	0.5001
CARLHAVEN ADD #2	28	1,020.32	4.45	4.45	36.44
WILL MANOR 4	23	1,489.48	7.91	7.91	64.76
WHEATLAND LN	7	547.54	9.56	9.56	78.22
NORTHTREE ESTATES	100	8,783.00	10.73	10.73	87.83
CHEMAWA PARK	18	1,841.94	12.50	12.50	102.33
MCLEOD PARK #2	27	1,960.74	8.87	8.87	72.62
CHEMAWA EST #1	30	2,273.40	9.26	9.26	75.78
SIX SUBDIVISION	23	848.70	4.51	4.51	36.90
MCLEOD ESTATES	74	4,944.68	8.16	8.16	66.82
CHEHALIS SUB	16	629.12	4.80	4.80	39.32
DENNIS LANE N#B70	43	2,167.20	6.16	6.16	50.40
CRESTWOOD VILLAGE	12	684.24	6.97	6.97	57.02
CHEMAWA EST #2	34	2,594.54	9.32	9.32	76.31
CHARLOTTE	45	1,890.45	5.13	5.13	42.01
PALMA CIEA	447	20,557.53	5.62	5.62	45.99
RIVERVIEW N	29	1,241.49	5.23	5.23	42.81
MEADOWBROOK	9	511.38	6.94	6.94	56.82
JUNIPER	20	967.60	5.91	5.91	48.38
TERRACE GLEN	16	1,104.16	8.43	8.43	69.01
WEDGEWOOD ESTATE	32	1,310.72	5.00	5.00	40.96
JULIE ESTATES	20	1,901.20	11.61	11.61	95.06
KEPHART	40	2,286.40	6.98	6.98	57.16
JOHNISEE ADDN	13	521.04	4.90	4.90	40.08
WALENWOOD SUB	9	285.39	3.87	3.87	31.71
WARNER PARK	10	295.00	3.60	3.60	29.50

DISTRICT NAME	FRONT FOOTAGE OR # OF LOTS	TOTAL PER DISTRICT	PER LOT or FRONT FOOTAGE		
			Service and Administrative Costs	Cash Flow Requirement	Total
SPRINGTIME PK SUB	15	996.60	8.12	8.12	66.44
STONEHEDGE ESTATE	100	7,474.00	9.13	9.13	74.74
RIVERVIEW N #2	28	1,249.92	5.45	5.45	44.64
TIMBERVIEW SUB	142	8,395.04	7.22	7.22	59.12
VISTAVIEW ESTATE #2	60	2,935.20	5.98	5.98	48.92
NORTHBRIDGE PARK	32	1,328.00	5.07	5.07	41.50
JUNIPER #2 SUBDIV	21	1,403.22	8.16	8.16	66.82
KEIZER HEIGHTS+B112	64	4,224.00	8.06	8.06	66.00
CLARK ST NE	29	889.58	3.79	3.79	31.02
FRIENDSHIP ADDITION	12	512.52	5.22	5.22	42.71
TEN AT MCNARY	15	1,204.05	9.81	9.81	80.27
BUCHOLZ ADDITION	21	736.05	4.28	4.28	35.05
PARKLAWN ADDITION	6	425.40	8.66	8.66	70.90
GLYNBROOK II N	43	3,359.16	9.54	9.54	78.12
FOUR WINDS ADDON N	123	5,990.10	5.95	5.95	48.70
FERNBROOK	39	1,717.17	5.38	5.38	44.03
EDEN ESTATES	42	3,121.02	9.08	9.08	74.31
COUNTRY CLUB EST	28	1,655.64	7.22	7.22	59.13
LAWNDALE I SUB PH-2	39	2,756.91	8.64	8.64	70.69
STONEHEDGE EST II	89	5,360.47	7.36	7.36	60.23
GARY ST	37	1,253.19	4.14	4.14	33.87
ARNOLD ST #2	23	952.89	5.06	5.06	41.43
FOUR WINDS III	20	576.60	3.52	3.52	28.83
GREENWAY	19	875.14	5.63	5.63	46.06
NOON AVE	32	1,338.56	5.11	5.11	41.83
STONEHEDGE EST III	32	2,003.20	7.65	7.65	62.60
STONEHEDGE EST 4&5	32	2,272.64	8.68	8.68	71.02
WILLOW LAKE EST	44	2,966.92	8.24	8.24	67.43
THE MEADOWS PH-1	56	4,992.40	10.89	10.89	89.15
FOURWINDS II	16	673.12	5.14	5.14	42.07
WHITAKER HGTS	34	2,050.20	7.37	7.37	60.30
THE MEADOWS PH-3	35	3,123.05	10.90	10.90	89.23
THE MEADOWS PH-2	37	3,301.14	10.90	10.90	89.22
THE MEADOWS PH-4	39	3,479.19	10.90	10.90	89.21
ORCHARD CREST	53	3,070.29	7.08	7.08	57.93
STONEHEDGE EST #6	31	2,281.60	8.99	8.99	73.60
SPRINGMEADOW EST	1	4,978.86	608.24	608.24	4,978.86
WILLOW LAKE 2&3	96	5,994.24	7.63	7.63	62.44
CHERRYLAWN CT NE	8	535.04	8.17	8.17	66.88
ORCHARD CREST PH-3	35	2,335.20	8.15	8.15	66.72
MAX CT	10	796.20	9.73	9.73	79.62
THE MEADOWS PH-5	42	3,746.40	10.90	10.90	89.20
ORCHARD CREST PH-2	53	2,938.32	6.77	6.77	55.44
RIVERCREST PH-1&2	44	2,322.76	6.45	6.45	52.79
THE MEADOWS PH-6	31	2,767.37	10.91	10.91	89.27
THE MEADOWS PH-7	32	2,856.00	10.90	10.90	89.25
TIMBERVIEW PH-3	28	2,543.80	11.10	11.10	90.85
APPLETREE PH-1,2,3	46	4,420.14	11.74	11.74	96.09
BRIARWOOD	1	3,529.02	431.12	431.12	3,529.02
HIDDEN CRK EST PH-1	37	4,918.41	16.24	16.24	132.93
CATERWOOD ESTATES	51	3,601.11	8.63	8.63	70.61
PARKMEADOW APTS	1	1,452.55	177.45	177.45	1,452.55
NORTHUP/NORTHSHIRE	12	824.04	8.39	8.39	68.67
COUNTRY GLEN EST B138	187	14,245.68	9.31	9.31	76.18
FIRCOONE	29	2,509.66	10.57	10.57	86.54
HIDDEN CRK EST PH-2	16	1,292.64	9.87	9.87	80.79
CLEARLAKE SUBDIV	49	4,158.14	10.37	10.37	84.86
SPRINGRIDGE EST	32	2,755.84	10.52	10.52	86.12
THE RIDGE	22	1,918.18	10.65	10.65	87.19
NORTHSIDE ESTATES	43	3,304.98	9.39	9.39	76.86
HOMESTEAD/CLEARVIEW	10	445.60	5.44	5.44	44.56
HONEYSUCKLE	25	1,640.75	8.02	8.02	65.63
LARSON PARK SUBDIV	12	684.24	6.97	6.97	57.02

DISTRICT NAME	FRONT FOOTAGE OR # OF LOTS	TOTAL PER DISTRICT	PER LOT or FRONT FOOTAGE		
			Service and Administrative Costs	Cash Flow Requirement	Total
BAILEY ESTATES	10	667.20	8.15	8.15	96.72
STICKLES ADDITION	9	371.25	5.04	5.04	41.25
CEDAR BLUFF SUBDIV	27	2,535.03	11.47	11.47	93.89
ABT KOUFAX LN	22	2,205.50	12.25	12.25	100.25
HIDDEN CREEK PH-3	33	1,149.06	4.25	4.25	34.82
HOLLY LN/ALDER DR NE	9	437.13	5.93	5.93	48.57
3RD AVE N	57	2,257.20	4.84	4.84	39.60
HIDDEN CREEK PH-4	15	1,571.40	12.80	12.80	104.76
JACOB ESTATES SUB	10	1,241.70	15.17	15.17	124.17
PRAIRIE EST	93	10,907.97	14.33	14.33	117.29
TECUMSEH ESTATES	21	1,622.46	9.44	9.44	77.26
TEPPER E SUB	28	2,518.04	10.99	10.99	89.93
WESTMORE	24	1,447.20	7.37	7.37	60.30
PINEHURST ESTATES	57	4,930.50	10.57	10.57	86.50
LEEWOOD MEADOWS	54	3,605.58	8.16	8.16	66.77
BROWER PLACE	31	2,816.35	11.10	11.10	90.85
HIGHLANDS ESTATES	60	4,834.20	9.84	9.84	80.57
JACOB ESTATES PH2	18	1,596.96	10.84	10.84	88.72
BAHNSEN WOODS EST	60	5,000.40	10.18	10.18	83.34
FOREST RIDGE EST	55	4,209.15	9.35	9.35	76.53
WHEATLAND TERRACE	15	1,054.50	8.59	8.59	70.30
WATERFORD	49	4,158.14	10.37	10.37	84.86
ROCKLEDGE ADDITION	16	1,004.96	7.67	7.67	62.81
WITTENBERG	1	2,472.62	302.07	302.07	2,472.62
JORDON RUN	11	807.29	8.97	8.97	73.39
PRAIRIE CLOVER	4	708.48	21.64	21.64	177.12
VINEYARDS	90	6,484.50	8.80	8.80	72.05
HIGHLANDS NORTH	16	588.32	4.49	4.49	36.77
CHEMAWA GLEN	38	2,775.90	8.92	8.92	73.05
SPARROW ADDITION	8	742.48	11.34	11.34	92.81
VINEYARDS NO. PHASE 2	51	3,823.98	9.16	9.16	74.98
HIDDEN CREEK PHASE 5	10	994.80	12.15	12.15	99.48
BARNICK ESTATES	12	1,541.88	15.70	15.70	128.49
MCLEOD ACRES	10	724.90	8.86	8.86	72.49
BEIER ESTATES	18	1,739.52	11.81	11.81	96.64
WESTMORE EAST SUBDIV N.	18	513.36	3.48	3.48	28.52
SHADY ADDITION N.-RING ST. N.E.	18	866.70	5.88	5.88	48.15
CLEARLAKE HEIGHTS	12	679.56	6.92	6.92	56.63
PINE MEADOWS ESTATE	14	803.04	7.01	7.01	57.36
AT MURPHY SUBDIVISION-PHASE 1 & 2	24	1,565.04	7.97	7.97	65.21
FULTZ ESTATES	17	597.89	4.30	4.30	35.17
RICKMAN CROSSING	10	561.60	6.86	6.86	56.16
CEDAR TREE	11	777.37	8.63	8.63	70.67
WINDSOR WOODS SUBDV	44	4,037.00	11.21	11.21	91.75
APPLE TREE ANNEX/PEIRCE DRIVE	38	1,965.60	6.67	6.67	54.60
FULTZ ESTATES PH 2	6	945.96	19.26	19.26	157.66
PLEASANTVIEW NE	43	3,199.74	9.06	9.06	74.18
TOTAL ASSESSMENT		\$ 472,198.76			

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2004-_____

3 CERTIFICATION OF LIGHTING DISTRICT ACCOUNTS

4
5 BE IT RESOLVED by the City Council of the City of Keizer that Keizer has
6 determined and computed the amount of money necessary to be raised by
7 assessment to cover funds spent to operate and maintain certain street lighting
8 facilities within Keizer, including administrative costs and one-third of the
9 estimated cash flow requirements for a total of \$472,198.76; and

10 BE IT FURTHER RESOLVED that Keizer certifies Exhibit "A" attached hereto,
11 is a true and correct list of the properties within the various lighting assessment
12 district in Keizer giving the proper assessment and apportionment of costs and
13 expenses to be assessed against the respective properties for operation and
14 maintenance of street lighting facilities for the year; and

15 BE IT FURTHER RESOLVED that Exhibit "A" attached hereto, is certified to
16 the County Assessor to be added to the appropriate tax accounts for the respective
17 properties indicated.

18 PASSED this _____ day of _____, 2004.

19 SIGNED this _____ day of _____, 2004.

20
21 Mayor _____

22
23
24 City Recorder _____
25



August 16, 2004

AGENDA ITEM 5c

ORDINANCE – Setting Water Rates

COUNCIL MEETING:

August 16, 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR
and
ROB KISSLER, PUBLIC WORKS DIRECTOR**



SUBJECT: WATER RATE INCREASE

BACKGROUND AND ISSUES:

At the May 3, 2004 City Council meeting, staff introduced the need to increase water rates. A Public Hearing was opened to receive comment on the proposed increase. The Hearing was held over to provide for additional comment and allow staff to complete the update of the Water Rate Model.

On June 7, 2004, the updated Water Rate Model was presented to the Council. The model was designed so that both fixed and consumption rates for all customer class be based on the cost of service, which is the method the Council adopted in 2002. The model showed that a 4% system-wide increase is needed to pay for infrastructure as outlined in the City's Capital Improvement Program. After public testimony, the Council passed a motion directing staff to provide an analysis of a two-tier system with commercial and residential being the only two tiers.

Because a two-tiered system changes consumption rates from a "cost of service" structure to more of a "flat rate" structure, another public hearing has been scheduled for this evening.

FISCAL IMPACT:

A 4% system-wide increase will bring in approximately \$80,000 in additional revenue in fiscal year 2004-2005.

RECOMMENDATION:

Staff recommends Council open the public hearing on the water rate changes as directed by Council, close the public hearing, deliberate on this issue and approve the attached Ordinance, setting new water rates and repealing Ordinance 2002-473.

If you have any questions please contact Susan Gahlsdorf or Chris Eppley at 503.390.3700.

Water Utility Rate Update FY 2004/2005

City of Keizer, OR

City Council Workshop
August 16, 2004

Presented by:
Karyn Johnson
Senior Project Manager

FY 04/05 Rate Update

Objectives

- Incorporate system-wide required revenue increase of 4.0 percent
- Update cost recovery between fixed charge and volume charge to reflect FY 04/05 costs by functional components
- Update customer class allocations to reflect FY 02/03 customer statistics
- Modify rate structure to incorporate City policy to apply a single volume charge to both single family and multi-family residential customers

Policy Considerations in Utility Ratemaking

- Cost of service is a guide to developing equitable rates by class
- Policy considerations take into account:
 - Simplicity/ease of administration
 - Customer understanding
 - Impact on customer bills
 - Balance of often conflicting needs of constituents, as well as other City goals

Distribution of Costs By Rate Component

2002 Study

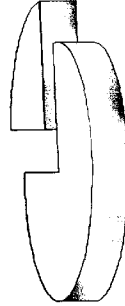
Fixed Charge
24%



Volume
Charge
76%

2004 Study

Fixed Charge
23%

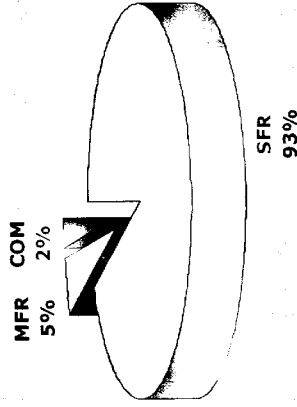


Volume
Charge
77%

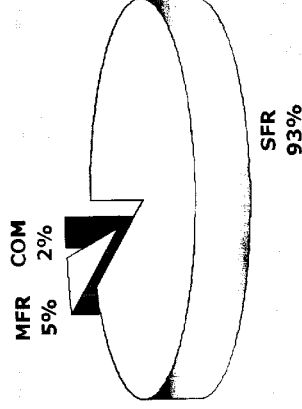
Results in slightly lower
bi-monthly service charge

Distribution of Customer Accounts

2002 Study



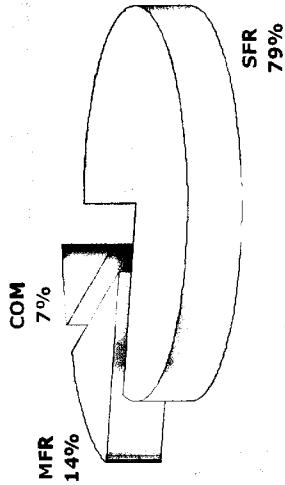
2004 Study



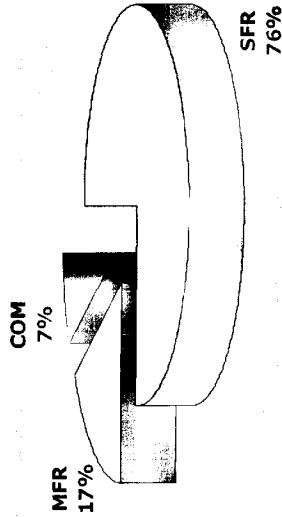
**Two-year growth rate of 4.2 percent,
relatively uniform over all customer classes**

Distribution of Total Water Usage

2002 Study

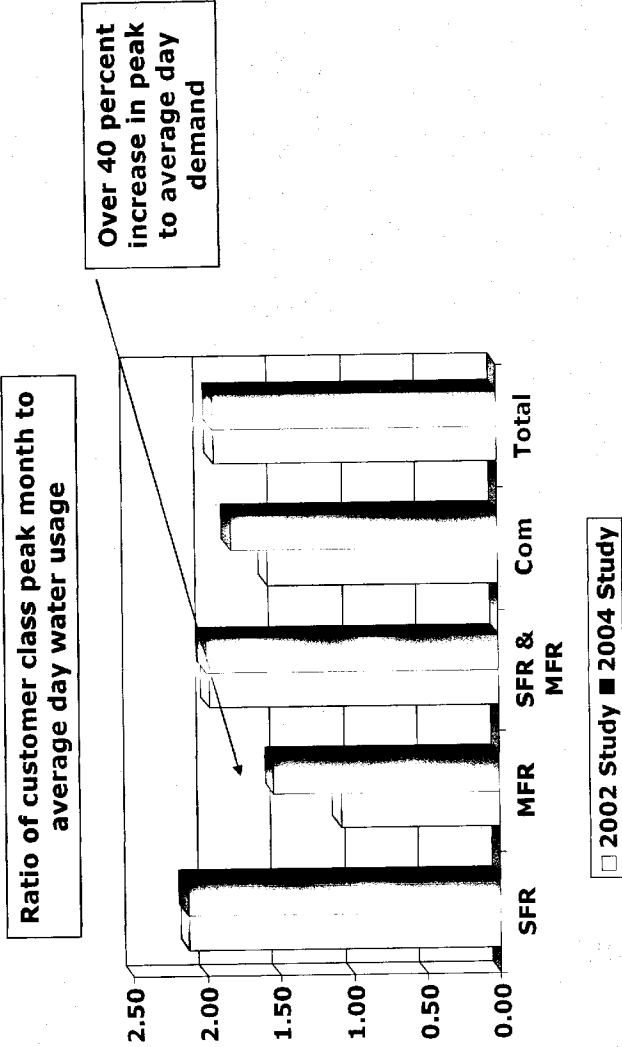


2004 Study



Multi-family water usage per account increased roughly 15 percent.

Comparison of Customer Class Peaking Factors



Revenue under Existing Rates vs. Cost of Service

- MFR increase driven by significant increase in peak day demand; indicates change in usage patterns
- Commercial increase driven by increased peak demands and shift from private fire
- Private fire decrease driven by better data on fire hydrants – reduces share of fire protection costs

Customer Class	Cost of Service	Revenue Under Existing Rates	Indicated Increase/ (Decrease) \$	Indicated Increase/ (Decrease) %
Single Family	\$ 1,676,400	\$ 1,663,600	\$ 12,800	0.8%
Multi-Family	282,600	224,500	58,100	25.9%
Commercial	141,700	126,600	15,100	11.9%
Private Fire	11,500	16,300	(4,800)	-29.4%
Total	\$ 2,112,200	\$ 2,031,000	\$ 81,200	4.0%
SFR & MFR	\$ 1,959,000	\$ 1,888,100	\$ 70,900	3.8%

Comparison of Increase/Decrease under COS and Adj. COS Rates

- Assuming a single rate applies to SFR & MFR (Adj. COS):
 - SFR will experience a rate decrease and under-pay indicated cost of service by 3 percent
 - MFR will experience a significant rate increase and over-pay indicated cost of service by 17 percent
- No impact to commercial and private fire

Customer Class	COS Increase/ (Decrease) \$	COS Increase/ (Decrease) %	Adj. COS Increase/ (Decrease) \$	Adj. COS Increase/ (Decrease) %
Single Family	\$ 12,800	0.8%	\$ (34,400)	-2.1%
Multi-Family	58,100	25.9%	105,300	46.9%
Commercial	15,100	11.9%	15,100	11.9%
Private Fire	(4,800)	-29.4%	(4,800)	-29.4%
Total	\$ 81,200	4.0%	\$ 81,200	4.0%
SFR & MFR	\$ 70,900	3.8%	\$ 70,900	3.8%

Comparison of Existing and Alternative Proposed Rates

Service Charge - \$/Bi-Monthly Billing Period				
Meter Size	Existing FY 03/04	COS		Adj. COS FY 04/05
		FY 04/05		
5/8-3/4"	\$7.51	\$7.35		\$7.35
1"	\$15.22	\$15.09		\$15.09
1-1/2"	\$29.44	\$29.23		\$29.23
2"	\$46.52	\$46.21		\$46.21
3"	\$86.39	\$89.98		\$89.98
4"	\$143.34	\$142.48		\$142.48
6"	\$285.67	\$284.01		\$284.01
8"	\$570.40	\$484.47		\$484.47

Volume Charge - \$/ccf				
Customer Class	Existing FY 03/04	COS		Adj. COS FY 04/05
		FY 04/05		
Single Family	\$0.96	\$	0.98	\$0.94
Multi-Family	\$0.58	\$	0.78	\$0.94
Commercial	\$0.76	\$	0.88	\$0.88

Private Fire Services - \$/Bi-Monthly Period				
Line Size	Existing FY 03/04	COS		Adj. COS FY 04/05
		FY 04/05		
4	\$30.02	\$21.12		\$21.12
6	\$83.39	\$58.68		\$58.68
8	\$175.12	\$123.23		\$123.23
10	\$300.20	\$211.25		\$211.25

Comparison of Sample Water Bills: Single Family

Meter Size	Bi-Monthly Usage (Ccf)	Existing Bi-Monthly Bill	Cost of Service				Adj. Cost of Service			
			Estimated Bi-Monthly Bill	\$	from Existing	% incr(decr) from Existing	Estimated Bi-Monthly Bill	\$	from Existing	% incr(decr) from Existing
Inches		\$				%				%
5/8-3/4	0	7.51	7.35	(0.16)	-2.1%	7.35	(0.16)	-2.1%		
5/8-3/4	10	17.11	17.11	0.00	0.0%	16.75	(0.36)	-2.1%		
5/8-3/4	18	24.79	24.93	0.14	0.5%	24.27	(0.52)	-2.1%		
5/8-3/4	24	30.87	31.11	0.24	0.8%	30.23	(0.64)	-2.1%		
5/8-3/4	40	45.91	46.40	0.49	1.1%	44.96	(0.95)	-2.1%		
5/8-3/4	50	55.51	56.17	0.66	1.2%	54.36	(1.15)	-2.1%		
1	0	15.22	15.09	(0.13)	-0.9%	15.09	(0.13)	-0.9%		
1	16	30.58	30.71	0.13	0.4%	30.13	(0.45)	-1.5%		
1	24	38.58	38.84	0.26	0.7%	37.96	(0.62)	-1.6%		
1	40	53.62	54.14	0.52	1.0%	52.69	(0.93)	-1.7%		
1	60	72.82	73.67	0.85	1.2%	71.50	(1.32)	-1.8%		
1	80	92.02	93.19	1.17	1.3%	90.30	(1.72)	-1.9%		
Average	24									

Comparison of Sample Water Bills: Multi-Family

Meter Size	Bi-Monthly Usage (Ccf)	Existing Bi-Monthly Bill \$	Cost of Service				Adj. Cost of Service			
			Estimated Bi-Monthly Bill \$	\$	incr(decr) from Existing	% Existing	Estimated Bi-Monthly Bill \$	\$	incr(decr) from Existing	% Existing
inches										
5/8-3/4	0	7.51	7.35	(0.16)	-2.1%		7.35	(0.16)		-2.1%
5/8-3/4	20	19.11	22.94	3.83	20.0%		26.15	7.04		36.9%
5/8-3/4	40	30.71	38.52	7.81	25.4%		44.96	14.25		46.4%
5/8-3/4	60	42.31	54.11	11.80	27.9%		63.76	21.45		50.7%
5/8-3/4	106	69.09	90.09	21.00	30.4%		107.17	38.08		55.1%
5/8-3/4	120	77.11	100.87	23.76	30.8%		120.17	43.06		55.8%
1	0	15.22	15.09	(0.13)	-0.9%		15.09	(0.13)		-0.9%
1	40	38.42	46.26	7.84	20.4%		52.69	14.27		37.2%
1	106	76.80	97.83	21.03	27.4%		114.90	38.10		49.6%
1	120	84.82	108.61	23.79	28.0%		127.91	43.09		50.8%
1	160	108.02	139.78	31.76	29.4%		165.51	57.49		53.2%
1 1/2	0	29.44	29.23	(0.21)	-0.7%		29.23	(0.21)		-0.7%
1 1/2	50	58.44	68.19	9.75	16.7%		76.23	17.79		30.4%
1 1/2	106	91.02	111.97	20.95	23.0%		129.04	38.02		41.8%
1 1/2	150	116.44	146.13	29.69	25.5%		170.25	53.81		46.2%
1 1/2	200	145.44	185.09	39.65	27.3%		217.26	71.82		49.4%
Average	106									

Comparison of Sample Water Bills: Commercial

Meter Size	Bi-Monthly Usage (Ccf)	Existing Bi-Monthly Bill	Cost of Service				Adj. Cost of Service			
			Estimated		% incr(decr)		Estimated		% incr(decr)	
			Bi-Monthly Bill	\$	Existing	from Existing	Bi-Monthly Bill	\$	Existing	from Existing
inches				\$	%	%		\$	%	%
5/8-3/4	0	7.51	7.35	(0.16)	-2.1%	-2.1%	7.35	(0.16)	-2.1%	-2.1%
5/8-3/4	20	22.71	24.91	2.20	9.7%	9.7%	24.91	2.20	9.7%	9.7%
5/8-3/4	40	37.91	42.48	4.57	12.0%	12.0%	42.48	4.57	12.0%	12.0%
5/8-3/4	60	53.11	60.04	6.93	13.0%	13.0%	60.04	6.93	13.0%	13.0%
5/8-3/4	93	78.32	89.16	10.85	13.8%	13.8%	89.16	10.85	13.8%	13.8%
5/8-3/4	100	83.51	95.16	11.65	14.0%	14.0%	95.16	11.65	14.0%	14.0%
1 1/2	0	29.44	29.23	(0.21)	-0.7%	-0.7%	29.23	(0.21)	-0.7%	-0.7%
1 1/2	50	67.44	73.13	5.69	8.4%	8.4%	73.13	5.69	8.4%	8.4%
1 1/2	93	100.25	111.04	10.79	10.8%	10.8%	111.04	10.79	10.8%	10.8%
1 1/2	150	143.44	160.94	17.50	12.2%	12.2%	160.94	17.50	12.2%	12.2%
1 1/2	200	181.44	204.85	23.41	12.9%	12.9%	204.85	23.41	12.9%	12.9%
2	0	46.52	46.21	(0.31)	-0.7%	-0.7%	46.21	(0.31)	-0.7%	-0.7%
2	93	117.33	128.02	10.70	9.1%	9.1%	128.02	10.70	9.1%	9.1%
2	200	198.52	221.84	23.32	11.7%	11.7%	221.84	23.32	11.7%	11.7%
2	300	274.52	309.65	35.13	12.8%	12.8%	309.65	35.13	12.8%	12.8%
2	400	350.52	397.46	46.94	13.4%	13.4%	397.46	46.94	13.4%	13.4%
Average	93									

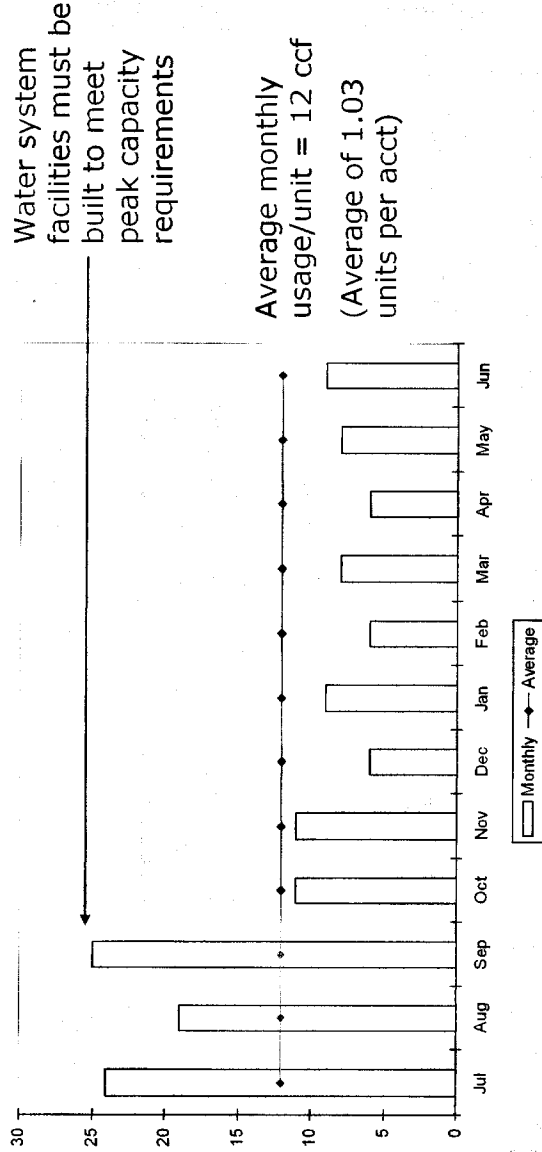
Supplemental Information

Residential Water Usage Patterns

Single Family

Peak month to average
annual ratio = 2.12

Usage per Unit



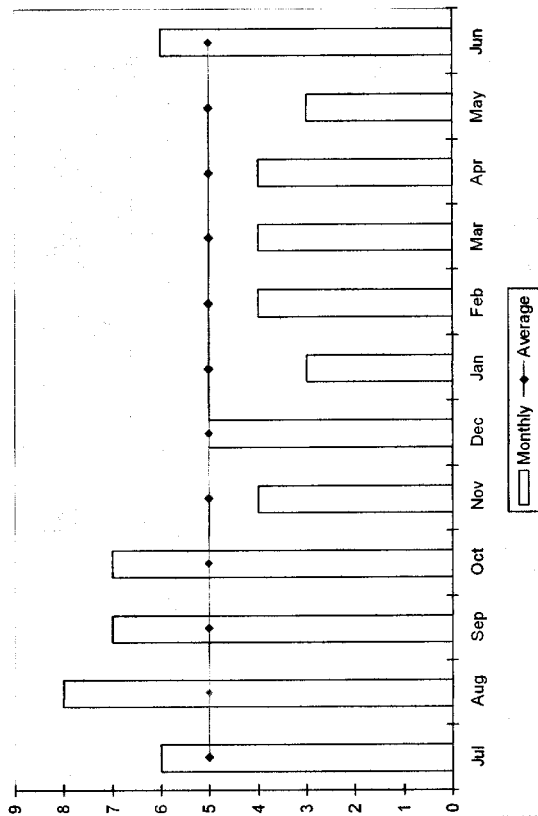
Residential Water Usage Patterns

Multi-Family

Multi-family customers place less peak demand on the water system than do single family customers.

Peak month to average annual ratio = 1.54

Usage per Unit



Average monthly usage/unit = 5 ccf
(Average of 10.4 units per acct)

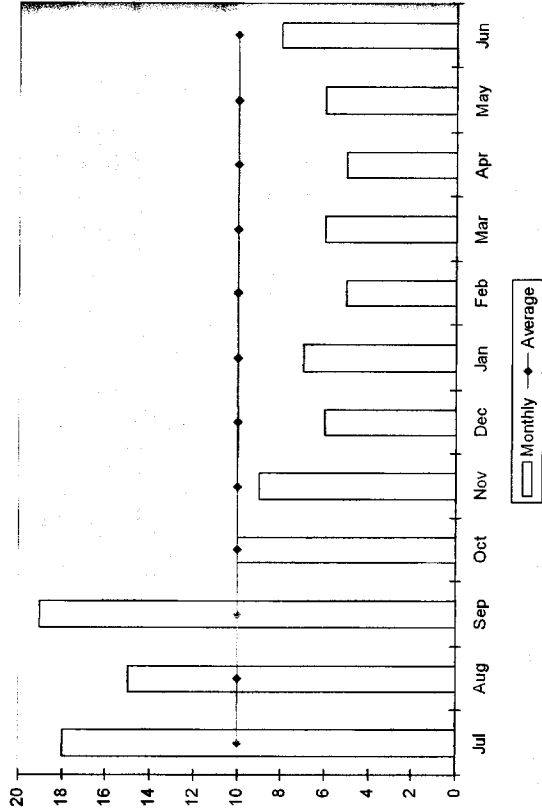
Residential Water Usage Patterns

SRF & MFR

Combining SRF & MFR results in a slight decrease to SFR and a material increase to MFR. (Because MFR is a very small percentage of total)

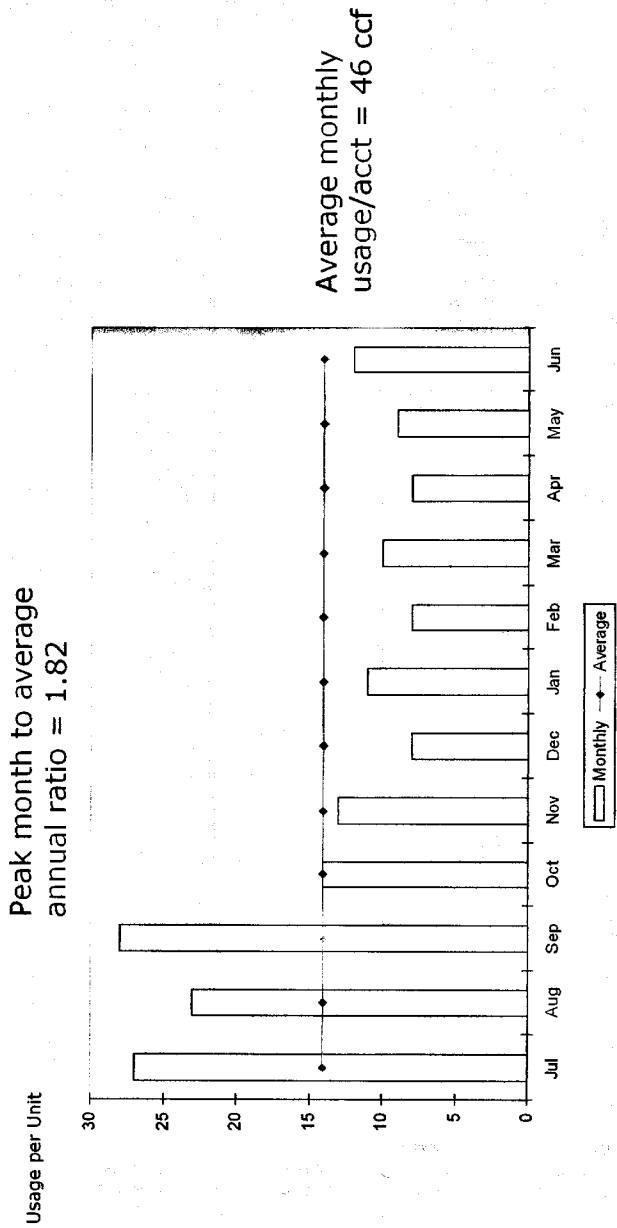
Peak month to average annual ratio = 1.99

Usage per Unit



Average annual usage/unit = 10 ccf

Commercial Water Usage Patterns



1 BILL NO. ____

A BILL

ORDINANCE NO.

2

2004-____

3

FOR

4

AN ORDINANCE

5

SETTING WATER RATES (2004);

6

REPEALING ORDINANCE 2002-473;

7

DECLARING AN EMERGENCY

8

The City of Keizer ordains as follows:

9

Section 1. WATER RATES. Water rates for the Keizer Water Department are

10 imposed as set forth on Exhibit "A" and by this reference incorporated herein.

11

Section 2. REPEAL OF ORDINANCE 2002-473 Ordinance No. 2002-473 is

12 hereby repealed.

13

Section 3. EFFECTIVE DATE. This Ordinance being necessary for the

14 immediate preservation of the public health, safety and welfare, an emergency is

15 declared to exist and this Ordinance shall take effect for the September 2004 billings

16 and all successive billings.

17

PASSED this ____ day of _____, 2004.

18

SIGNED this ____ day of _____, 2004.

19

20

Mayor

21

22

City Recorder

EXHIBIT "A"

Meter Charge - \$/Meter/Bi-Monthly

<u>Meter Size</u>		<u>Rate</u>
5/8 - 3/4"	\$	7.35
1"	\$	15.09
1-1/2"	\$	29.23
2"	\$	46.21
3"	\$	89.98
4"	\$	142.48
6"	\$	284.01
8"	\$	484.47

Volume Rate - \$/ccf

<u>Customer Class</u>		<u>Rate</u>
Residential	\$	0.94
Commercial	\$	0.88

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

<u>Hydrant Size</u>		<u>Rate</u>
4"	\$	21.12
6"	\$	58.68
8"	\$	123.23
10"	\$	211.25

Miscellaneous Fees:

Service Fee	\$	15.00
Shut off Processing Fee	\$	30.00
After Hours Fee	\$	75.00
Tampering Fee	\$	30.00
Removal of Meter Following Third Tampering Incident	Cost Plus 15%	

The Service Fee will be charged for all new accounts, account transfers, landlord/rentals and vacation accounts. The Service Fee will not be charged for customers voluntarily terminating service or moving out.

The Shut off Processing Fee will be charged for all accounts remaining unpaid as of the day of shut off, whether or not such meter is physically shut off.

The After Hours Fee will be charged to customers requesting water to be turned on after regular business hours. This fee does not apply to emergency calls.

The Tampering Fee will be charged to all customers whose water has been shut off if they turn the water back on themselves or otherwise tamper with the water meter or City water equipment.



AGENDA ITEM 6a

Keizer United Presentation for Peer Court

August 16, 2004

COUNCIL MEETING: August 16, 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: DEBBIE LOCKHART, RECORDING SECRETARY
CITY RECORDER PRO TEM**

SUBJECT: KEIZER UNITED/PEER COURT

ISSUE:

Loren Calkins from Keizer United will present funds to Council for Keizer Peer Court.



August 16, 2004

AGENDA ITEM 6b

**Establishing Transportation System
Development Charges Task Force**

*DISTRIBUTED
e MB*

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Establishing Transportation System Development Charges Task Force

BACKGROUND:

The City of Keizer has retained a consultant, Andrew Mortensen of The Transpo Group, to develop recommendations on how to implement Transportation System Development Charge program in the city. To ensure that the methodology is consistent with the establishment of any program in the City, staff recommends that a citizen task force be established to provide input and recommendations into the Transportation System Development Charges implementation process.

ISSUE:

Input from citizens is important for several reasons, not the least of which is to ensure guidance from the community perspective on important development issues. Staff feels that this input is critical to ensure that development of such important processes, which will have long term impacts on all areas of our community, occur in a responsive manner.

Staff recommends that the Task Force be established with representatives in the following categories:

- Home builders—one member
- Chamber of Commerce—one member
- Bikeways committee—one member
- Northwest National LLC—one member
- Chemawa LLC—one member
- Citizen at large—two members
- City Council—two members

RECOMMENDATION:

Staff recommends: a Transportation System Development Charge Task Force be established with members as recommended by the staff

Recommended Individuals:

Mike Smith, representing Building Industry Association
Rich Duncan representing Chamber of Commerce
Hirsch Sangster representing Bikeways Committee
Citizens at Large: Karen Trucke, and Ufemia Castaneda
Don Jensen representing Northwest National LLC
Eric Scott representing Chemawa LLC
Judy Smith and Jacque Moir representing City Council

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: NATE BROWN *NLSB*
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Establishing Transportation System Development Charges Task Force

BACKGROUND:

The City of Keizer has retained a consultant, Andrew Mortensen of The Transpo Group, to develop recommendations on how to implement Transportation System Development Charge program in the city. To ensure that the methodology is consistent with the establishment of any program in the City, staff recommends that a citizen task force be established to provide input and recommendations into the Transportation System Development Charges implementation process.

ISSUE:

Input from citizens is important for several reasons, not the least of which is to ensure guidance from the community perspective on important development issues. Staff feels that this input is critical to ensure that development of such important processes, which will have long term impacts on all areas of our community, occur in a responsive manner.

Staff recommends that the Task Force be established with representatives in the following categories:

- Home builders—one member
- Chamber of Commerce—one member
- Bikeways committee—one member
- Citizen at large—two members
- City Council—two members

RECOMMENDATION:

Staff recommends that: a Transportation System Development Charge Task Force be established with members as recommended by the staff (individual's names to be presented at Council meeting).



August 16, 2004

AGENDA ITEM 7

OLD BUSINESS ~ Civic Center Task

Force Recommendation

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR AND CITY COUNCIL

FROM: CHRISTOPHER C. EPPLEY
CITY MANAGER

SUBJECT: CIVIC CENTER TASK FORCE RECOMMENDATION

BACKGROUND

At the Council Work Session on June 21, 2004, the City Council requested that staff contact the property owners listed below to identify whether they are interested in selling their parcels for a potential future civic center and for what price. In addition, the City Manager was to attain an appraisal of the existing City property at 930 Chemawa Road, NE including the land and, separately, the value of the buildings.

The following property owners/parcels were listed as sites of a suitable nature upon which to potentially locate a future civic center:

Earle	5750 Trail Ave, NE
Roso	W side of River Rd, S of McNary Estates Dr
Roso	E side of River Rd, S of McNary Estates Dr
Epping	E side of River Rd, S of Country Glen Rd
St. Edwards	5303 River Rd

I was able to make contact with all of the property owners listed above except for Don Earle, although some information attained from Mrs. Roso could be inferred upon his parcel by association. Presented below is the information I was able to attain through my contacts with the owners of each of these properties:

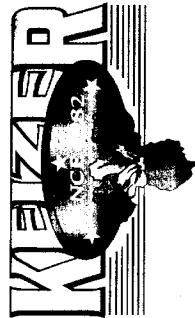
- Mr. Epping is in the process of selling half of his 22-acre site on North River Road just South of Country Glen Neighborhood. The other half is still available at a purchase price of \$4.50/sf.

- Mrs. Roso informed me that her emotional attachment to the two parcels she owns on River Road just South of McNary Estates Drive has grown less strong in the last few years. She would be willing to sell her property for the right use but wants full market price for it. She did not have a specific price in mind and a recent appraisal is not available for review. Being, however, that her property is in the same general location as Mr. Epping's ground and is similarly zoned, it is reasonable to assume that the price of the ground would be valued similarly. Therefore, I suggest that \$4.50/sf would be a likely target price since the sale of Mr. Epping's ground will set a strong comparable to evaluate against.
- I did not contact Mr. Earle, however, Councilor Moir did have an opportunity to speak with him and I was informed that Mr. Earle has definite plans for his property on Trail Avenue. Additionally, Mr. Earle's property would likely value very closely to Mrs. Roso's property given their close proximity and other similar characteristics.
- Councilor Lee offered to make contact with the Archdiocese regarding the ground at St. Edwards Catholic Church on River Road. As I understand it, St. Edwards parish is unlikely to be in a place for some time where they are ready to contemplate the best use of that ground.

In addition to making these contacts, I was also to obtain an appraisal of the existing City Hall property and buildings. That appraisal has, as I have been informed by Councilor Johnson, been ordered and will be available soon. I was really hoping to have that information available to you for your review with this report.

RECOMMENDATION

Staff recommends that Council receives this information and then wait until staff has been able to provide them with the appraisal of the existing City Hall property at 930 Chemawa Road, NE before making a determination on the best course of action.



August 16, 2004

AGENDA ITEM 8a

Tow Services RFP

COUNCIL MEETING: 16 August 2004
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: H. MARC ADAMS
CHIEF OF POLICE

SUBJECT Tow Services RFP

ISSUE:

The City of Keizer contracts with a number of towing companies to provide basic towing services for the Keizer Police Department. The City currently contracts with 12 towing companies and uses a rotational list for requested services. Currently, tow companies requesting to perform services for the City need only meet minimum expectations to be added to our tow list.

Over the past several years, the Keizer Police Department has received numerous complaints from citizens involving tow companies contracting with the City. The complaints primarily involve extraordinary charges, however there have been complaints about charges for services not requested or required, and rude staff. In addition, various tow companies are routinely in violation of the minimum response time and are often observed speeding to the scene or failing to obey traffic control devices. In fact, failure to respond has resulted in the termination of two towing agreements and multiple contract violations. There is also concern for tow companies who refuse to provide a receipt at the scene when requested or adding charges to the tow bill after the vehicle has been removed from the scene. Other problems include tow companies releasing vehicles without authorization from the Keizer Police Department.

The Keizer Police Department has little control over what tow companies charge to release a vehicle to an owner on a vehicle tow ordered by the police. Tow companies can lawfully keep vehicles until all charges are paid. Vehicles that are not claimed in a timely manner are assessed daily storage fees as high as \$35 per day. Although we require tow companies to include their fee schedule initially, these can be changed at any time and tow companies frequently do not notify the City of price increases. A basic towing service charge can vary by hundreds of dollars, depending on which tow company responded and depending on the fees involved. One documented incident on Aug. 12th 2002 resulted in a towing bill of \$401.00 involving services the towing business did not allegedly perform.

Volunteer Ted Plumb researched towing data from January through July of 2002. He noted most of the tow receipts provided to the officer at the scene were incomplete. Mr. Plumb noted some receipts contained basic towing charges while others contained only tow company and date/time information. He noted in certain cases, the fees charged did not reflect the fees initially reported to the City. Mr. Plumb concluded, "Consistency in all aspects is significantly lacking."

Towing businesses are contractors with the City, and subsequently represent the City when towing services are requested. We should expect the highest of standards from all employees including independent contractors. It is the Keizer Police Department's intent to award three towing service agreements to contractors who have consistently provided the best service possible to the citizens of Keizer and the Keizer Police Department. The intent of such a bidding process is to promote an incentive for competitive pricing and customer service.

It is the intent to release the attached Request for Towing Services Proposal (RFP). In summary, the proposed towing agreement RFP requires the following:

- An award of three primary contracts, with a fourth awarded as an Alternate Provider
- The contractor must obtain a Letter of Appointment issued by the Oregon State Police;
- The contractor must consent to a background check on the company and each employee providing services to the City, including requiring submission of the company's organizational chart;
- The contractor's storage area must be located within Keizer, or within 5-travelled miles of Keizer within the U.G.B.;
- The contractor may only charge rates as documented in the contract;
- Includes costs such as dollies, mileage, flares and other basic services as part of the "basic towing service charge";
- Defines certain terms like daily storage, recovery and after-hours release;
- The contractor is prohibited from releasing certain personal information;
- Provides for five types of tows to be served: 1) Penalty Tow; 2) Evidence Tow; 3) Abandoned/Disabled tow; 4) City Vehicle tow; 5) Owner-requested tow;
- Towing services will be dispatched by the police dispatcher, or by a common dispatch number used by other tow companies served under the proposed contract;
- Provides rates for three types of tows: Class A, Class B and Class C tows depending on the towed vehicle's weight;
- Requires tow trucks to arrive at the requested location within 15-minutes of being dispatched;
- A point-system award based on organization structure and staffing, facilities and equipment/vehicles, references and performance history for comparable services in the past five years and proposed fee schedule.

It is the intent of this proposal to renew the awarded towing services agreement on an annual basis. If I can provide additional information, please let me know. I would like to release the RFP on September 1st 2004.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the Council authorized the attached Request for Proposal for towing services.

CITY OF KEIZER, OREGON
KEIZER POLICE DEPARTMENT



REQUEST FOR PROPOSAL FOR
TOWING SERVICES

Closing Date: October 1st 2004
Time: 5:00 PM (local time)

TABLE OF CONTENTS

SECTION 1.0	BACKGROUND INFORMATION
SECTION 2.0	REQUIRED SCOPE OF SERVICES & DESIRABLES
SECTION 3.0	GENERAL INFORMATION/INSTRUCTION TO PROPOSERS
SECTION 4.0	SUBMITTAL REQUIREMENTS
SECTION 5.0	PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA
SECTION 6.0	PROPOSED RATE SCHEDULE

APPENDIX A	NON-DISCLOSURE FORM
APPENDIX B	SAMPLE CONTRACT
APPENDIX C	PERSONAL AND CRIMINAL HISTORY INQUIRY AUTHORIZATION AND RELEASE

CITY OF KEIZER, OREGON

REQUEST FOR PROPOSAL TO PROVIDE TOWING SERVICES

The City of Keizer is soliciting proposals for citywide towing services from qualified Proposers. Proposals will be received until, but not after, **5:00 p.m. October 1, 2004** at the Office of the City Recorder, Keizer City Hall, 930 Chemawa Rd NE, Keizer, Oregon, 97303. Proposers shall submit one (1) original and five (5) copies of the proposal in a sealed envelope entitled **"TOWING SERVICES RFP"**

Any objections to or comments about the RFP specifications must be submitted in writing to the City of Keizer, City Recorder, 930 Chemawa Rd NE, Keizer, OR 97303. Objections must be received no later than ten (10) business days before the RFP closing date.

Proposals that are received after the time and date set for the RFP closing will not be accepted. Proposals that are delivered to an office other than the office identified above will not be accepted. It is the sole responsibility of the party submitting the RFP response to ensure that the response is received at the designated location on or before the deadline.

The proposals received will be held confidential until award or recommendation for award has been approved by the City Manager. Thereafter, all proposals will be available for public inspection in the office of the City Recorder unless specifically requested to be kept confidential (names of firms and total cost figures may not be held confidential).

The City will be the sole judge in determining award of contract and reserves the right to reject all proposals.

The City will provide ADA accommodations upon request to the City Recorder.

Questions regarding the technical aspects of this RFP, or those pertaining to the Request for Proposal process, should be addressed to Sgt. Lance Inman of the Keizer Police Department at 503-390-3713 ext. 166, or email inmanl@keizer.org.

The City of Keizer is an Equal Employment Opportunity employer.

ANTICIPATED SCHEDULE

Release of RFP:	September 1, 2004
RFP due date:	October 1, 2004 5:00 p.m.
Evaluation completed:	December 1, 2004
Notice of Intent to Award Issued	December 15, 2004
Contract Award Date:	January 3, 2005

SECTION 1.0 - BACKGROUND INFORMATION

The City of Keizer maintains a rotational list of towing companies with non-exclusive contracts to provide citywide towing services. The City has approximately 700 tows performed in this manner per year. The City is seeking competitive proposals for citywide towing services to be contracted on an annual requirements contract basis. This Request for Proposal, hereby referred as "RFP," contains one category for all towing services and will result in a multiple award of three contracts to provide towing services on a rotational basis. A forth Contractor will be selected as an Alternate Provider should a primary contract be suspended or terminated.

The City of Keizer is hereby referred to as "City." Throughout the RFP and contract documents, the term "Contractor" shall include the selected tow company, its officers, agents and employees.

SECTION 2.0 - REQUIRED SCOPE OF SERVICES

- 2.0.1 The Contractor(s) agrees to furnish towing, storage and other related services as set forth below when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.
- 2.0.2 The Contractor(s) must have obtained a Letter of Appointment issued by the Oregon State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked or made invalid for any other reason, the Contractor shall immediately notify the Contract Administrator. This situation may result in contract suspension or termination
- 2.0.3 Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.

- 2.0.4 Contractor(s) shall save, defend and hold harmless the City from any and all claims, whether founded or not, arising from or alleged to have arisen from the performance of this Contract, except those claims arising from the sole negligence of the City.
- 2.0.5 Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background check including a driving history on contractor's officers, agents and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall notify the City when a new employee provides services to the City.
- 2.0.6 Contractor(s) shall not interfere with other Contractors performing towing services.
- 2.0.7 Contractor(s) agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 et seq (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law), and Title 15 United States Code. Contractor shall abide by all other city, state, and federal laws, including but not limited to towing and criminal laws.
- 2.0.8 Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.0.9 Contractor(s) shall provide service twenty-four (24) hours a day, seven (7) days a week and 365 days per year.
- 2.0.10 Contractor(s) shall not subcontract its work under this Contract, in whole or in part.
- 2.0.11 When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
1. Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
 2. Contractor has adequate storage space to accommodate the vehicle.
- 2.0.12 The Contractor agrees to process and record the status, condition and disposition of all vehicles towed under the contract and upon demand of the City, shall release such

records to the City. Records shall be retained in Contractor's business office for a period of seven (7) years.

- 2.0.13 Towing services covered under the contract include the removal of all dirt, glass and other debris upon the street attributable to the vehicle being towed or resulting from the tow including all vehicle parts associated with the towed vehicle. Tow response, dispatch fees and hookup charges (to include the use of dollies) are considered "included" in the basic charge for towing services.
- 2.0.14 The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.
- 2.0.15 Mileage between the Contractor's storage facility and the location of the requested tow within the Urban Growth Boundary is considered "included" in the basic charge for towing services. However, a Contractor may charge reasonable mileage rates for special tow requests to locations other than the Contractor's storage facility and to locations outside the Urban Growth Boundary.

2.0.16 FACILITIES AND STORAGE

Contractor shall maintain an indoor and outdoor storage area and business office in the City of Keizer or within five street traveled miles of the Keizer city limits within the Urban Growth Boundary. The Contractor shall have a storage area, tow trucks and drivers, manager, full time office employee(s), and office facility, none of which are used by any other towing Contractor or towing company (Dispatch service excepted). The Contractor must be on a separate tax lot, have a separate street address and have separate physical buildings from any other towing contractor or towing company.

Contractor shall:

- a. Maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted). This office must be staffed with at least one employee during these hours. That employee must not be shared with any other towing contractor or towing company.
- b. Maintain a telephone number answered at all times during normal business hours and an answering service for after hours calls.
- c. Maintain a facsimile machine capable of receiving at all times.
- d. Maintain a clean indoor customer waiting area with seating for at least one person.

Contractor's facilities shall be in conformance with all applicable zoning requirements. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof, from vandalism, theft or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle if deemed it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/agent immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.

For purposes of this Contract, reasonable care means, at a minimum:

- a. Having a fence surrounding the outdoor storage area which is at least six feet tall with barbed wire along the top edge, free of holes or weak spots that could allow unauthorized entry.
- b. Equipping all gates, doors and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
- c. When vehicle door keys are available, locking car doors and keeping keys in an area protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or open sunroofs. No additional fees shall be charged for these services.

Contractor shall have secure indoor storage with space for at least two (2) vehicles and with the following requirements:

- a. Floored with pavement, concrete or sealed decking;
- b. Fully secured from weather and unauthorized entry;
- c. Clearly marked as prohibiting unauthorized entry;
- d. Free of dirt, dust, oil spills, animal waste and loose items such as but not limited to auto parts; and
- e. Protected from contamination by foreign substances.

The outdoor storage facilities should be at least 10,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:

- a. All storage areas shall be reasonably protected to safeguard vehicles and contents.
- b. All streets and places adjacent to such storage and office facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor. No change of location of the designated storage facilities or use of

additional facilities shall be made without written notice to and approval of the City.

If Contractor's storage facilities are filled to capacity, Contractor may remove vehicles held longer than forty-eight (48) hours, excluding holidays and weekends, to the designated storage facilities of another towing company. Such alternate storage facility must meet the same criteria set forth herein for the Contractor's storage facility. Such a "re-tow" shall not be subject to charge. Contractor shall notify the City and any party requesting the location of the vehicle of the new storage location within one (1) hour from the time such re-tow is made.

Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for after hours information and if there will be a service charge for releases after regular business hours.

2.0.17 RELEASE OF VEHICLES AND CONTENTS

Contractor may refuse to release any vehicle, except a vehicle owned by the City, in Contractor's possession until Contractor receives payment of all charges from the owner or other claimant. The Contractor shall obtain written authorization for release from the Keizer Police Department before releasing any vehicle with a "hold" noted on the towed vehicle report.

Within the first fifteen (15) days of the tow, the owner of a towed vehicle shall have access to a towed vehicle during normal business hours for the purpose of removal of unattached property without charge. Unattached property is property within or on a vehicle that is not attached to the vehicle or an actual part of the vehicle. The owner of a towed vehicle may obtain release of the vehicle or its contents during other than normal business hours by making an appointment with Contractor for such release. The Contractor shall be allowed one (1) hour to respond to release a vehicle or its contents outside the normal business hours.

Parties responsible for towing and storage charges shall be as follows:

- a. City Tows. The City shall pay all towing charges and storage charges for all City owned vehicle tows. The City shall not be liable for inside storage fees unless the City has directed such storage.
- b. Evidence Tows. The City shall pay towing and storage charges up to and including the date of authorization for release to the owner of all Evidence Tows, except charges for recovered stolen vehicles will be the sole responsibility of the owner. The City will pay storage charges, at the contracted rate, when an Evidence Tow vehicle is held for evidence

processing. The vehicle owner or claimant shall be solely responsible for all storage fees accrued after City authorization for release, and those fees shall be at the Contractor's contracted rate.

- c. Penalty Tows. The registered or legal owner of a vehicle towed pursuant to a law or ordinance shall be responsible for all towing and storage fees. For a vehicle subject to a Penalty Tow where a court of law determines that the owner of the vehicle is not responsible for the payment of towing and/or storage charges, the Contractor, after receiving written authorization from the Keizer Police Department, shall release the vehicle and its contents without charge to the owner and the City will pay the contracted rates to the Contractor.
- d. Other Tows. In all other cases, towing and storage charges, shall be paid as follows: If the vehicle is claimed, regardless of the value of the vehicle, the owner or other claimant shall pay the Contractor's contracted towing and storage charges prior to release of the vehicle, unless owner has made other arrangements pursuant to law.

2.0.18 RATES

Contractor will only charge the City or the Owner the rates per the contract. All towing fees shall be recorded on a tow receipt and issued to the investigating officer at the time of the tow.

A Class A tow is under 10,001 pounds gross vehicle weight rating (GVWR) of the vehicle being towed;

A Class B tow is 10,001 to 26,000 pounds GVWR of the vehicle being towed;

A Class C tow is over 26,000 pounds GVWR of the vehicle being towed.

No additional administrative fees, hidden fees or other fees not listed in the contract will be charged.

The lowest price required by the vehicle size or condition will be charged. For example, if a Class B-rated truck is used to tow a vehicle that could be towed by a Class A-rated truck, the lower price will be charged. Costs for additional services performed but not required by the situation will not be charged.

Recovery - A per-hour rate shall be the same as the basic rate for towing services. Recovery rates are for winching or turning over any vehicle which may be off the roadway, requiring the Contractor to use additional vehicles, lengths of cable, air

recovery cushions, chokers, slingers, shackles, snatch blocks and additional chains other than required in a normal tow procedure. Recovery time ends when the vehicle is hooked up to the tow truck. When this charge is made, the actual beginning and ending times shall be recorded on the invoice and charged to the nearest 15-minutes. These rates apply if a tow apparatus responds to the scene and hooks onto a vehicle, whether or not the vehicle is towed.

Storage - These charges are based on any part of a consecutive, twenty-four (24) hour period.

After Hours Release Charge - An after hours release charge can be charged any time an owner requests access to a vehicle after normal business hours.

Only correctly completed billings for towing and storage charges authorized by the contract shall be paid. Billings will include vehicle license number, issuing state, make, model, year, body style, class of tow and incident number. In the absence of a license plate, the vehicle identification number shall be recorded. Handwriting must be legible. Billings which fail to comply with the contract shall be returned for correction prior to any payment being made.

2.0.19 RESERVATION OF RIGHTS BY CITY

The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents, and employees at any time during the term of the contract.

2.0.20 CONFIDENTIAL INFORMATION

Contractor shall not disclose personal information gathered in the performance of providing services under the contract to third parties. Personal information shall include but is not limited to names, addresses and phone numbers of vehicle drivers and/or owners. Law enforcement personnel, insurance companies and other entities authorized by the Contract Administrator shall have access to personal information.

2.1.1 VEHICLES SERVED UNDER CONTRACT

On a rotational basis, the Contractor(s) shall tow, upon request of the Keizer Police Department, any vehicle listed below. The term "vehicle" shall include vehicle equipment and accessories.

Penalty Tow: A tow of a vehicle for a violation of law or ordinance or under a court order. This includes tows for no insurance, driving while unlicensed, suspended or revoked and driving under the influence of intoxicants.

Evidence Tow: A tow or storage request by the Keizer Police Department to secure any vehicle involved in a police investigation. This includes recovered stolen vehicles towed for safekeeping, vehicles impounded for evidence and vehicles impounded by forfeiture to the City.

Abandoned/Disabled Vehicle Tow: A tow of any vehicle deemed by the Keizer Police Department to be abandoned, disabled or illegally parked under applicable state law or city ordinance. Any such tow shall be at the expense of the owner or person entitled to possession of the vehicle.

City Vehicle Tow: A tow of any vehicle owned, leased or otherwise in possession of, the City.

Owner-Requested Non-Preference Tow: A tow on behalf of any vehicle owner, or person entitled to possession thereof, that is requesting towing services without preference for a particular towing company and at the expense of the owner or person entitled to possession of the vehicle.

2.1.2 ROTATIONAL LIST

Should the City not provide tow-dispatching services, the Contractor agrees to make provisions for a dispatch service with a common telephone number among any other Contractors through which Contractors may be reached twenty-four (24) hours a day for service provided under the Contract.

All tows under the Contract shall be dispatched on a rotating basis among all Contractors. A Keizer Police Department tow list will be maintained by the dispatching service. The location of the vehicle and a vehicle description will be provided to the dispatching service. Each towing dispatch should include the license number, make, model, year, style, color and the location of vehicle. In the absence of a license plate, the vehicle identification number shall be provided.

The Contractor will be dispatched from the Keizer Police tow list. When a Contractor indicates he is not available to respond, the next available contractor will be contacted. Contractors who perform a towing service, or those who are not available, will not be requested again until the tow list has cycled.

A single Contractor will be requested for multiple vehicle tows to the same incident. An example of a multiple tow incident is a traffic accident where more than one tow is needed.

If the Contractor's towing service is cancelled by the Keizer Police Department, the Contractor will be placed back on the tow list for the next requested tow.

If the Contractor indicates that Contractor is available and accepts the tow, Contractor shall have the Contractor's truck arrive at the requested location within fifteen (15) minutes of receipt of the request from the dispatch service. This time limit may be extended where delay is caused by factors outside the control of the Contractor. However, repeated failure of the Contractor's towing service to arrive within 15-minutes constitutes just cause for suspension or termination of the contract. In addition, failure of a Contractor to respond to and remedy alleged contract violations constitutes just cause for suspension or termination of the contract.

Contractor(s) shall respond to at least ninety-five percent (95%) of tow requests in any 90-day period. If Contractor fails to respond to at least ninety-five percent (95%) of the tow requests in any 90-day period, the City may terminate or suspend the contract.

2.1.3 EQUIPMENT

Contractor(s) shall maintain a minimum of three (3) operable tow trucks of a Class A or larger rating. Contractor(s) shall maintain at least one (1) operable tow truck of a Class B rating and at least one operable tow truck of a Class C rating. The Contractor shall not share, rent or lease Contractor's tow trucks with any other towing company or business.

Contractor(s) must comply with all requirements of Oregon Administrative Rule 257-050-0160, Mandatory Equipment Standards for Tow Trucks.

2.1.4 NON-EXCLUSIVE CONTRACT

Contractor understands and acknowledges that the contract is non-exclusive and that the City reserves the right to enter into a contract for towing services with any person or entity who is capable of meeting the specifications and conditions of this Contract in its entirety. Should the City exercise such right, Contractor shall cooperate with such other Contractor(s), and shall abide by the dispatch procedures stated previously.

2.1.5 ASSIGNMENT OF WORK

Contractor shall tow, upon City request, all vehicles listed under section 2.1.1 of the RFP.

SECTION 3.0 - GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS

3.1 SCOPE OF RFP

This RFP contains administrative and procedural information concerning instructions for preparation and submittal of the proposal, an explanation of how the proposal will be evaluated and conditions which will be included in any contract(s) which may be awarded as a result of the RFP.

3.2 CLOSING DATE AND ANTICIPATED CALENDAR FOR PERTINENT EVENTS

All proposals must be received no later than 5:00 p.m. (local time) on the RFP closing date. Mailed proposals should allow normal mail delivery time to ensure timely receipt of proposals.

Submit one (1) original and five (5) copies of your proposal in a sealed envelope marked "TOWING SERVICES RFP" to:

Tracy Davis, City Recorder
City of Keizer
930 Chemawa Rd NE
Keizer, OR 97303

Proposals that are deemed as being highly responsive to the RFP may be requested to make an oral presentation to the Selection Committee.

It is anticipated that a notice of towing services contracts will be awarded by the City Manager on or about November 15th 2004 for the services delineated with the scope of services stated within this RFP. The selected towing Contractor(s) can expect to receive an executed contract within 30 calendar days of the contract award notice date.

3.3 PROPOSAL ACCEPTANCE

Proposals shall be firm for a period of 90 days after the closing date. Each responding Proposer may withdraw his or her proposal if it has not been accepted within ninety (90) days from the RFP closing date.

The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a Towing Services Contract may result in cancellation of the award.

3.4 PUBLIC RECORDS AND CONFIDENTIALITY OF PROPOSAL

This Request for Proposal and one (1) copy of each original response received, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Keizer for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

If the proposal contains any information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked clearly with the following legend:

THIS MATERIAL IS TO BE HELD CONFIDENTIAL

The **NON-DISCLOSURE FORM** (APPENDIX A) must be signed and attached to the RFP response. The above restriction may not include cost or price information that must be open to public inspection. The City will keep information confidential to the extent permissible under the law.

All RFP responses shall be held confidential, in total, until the City of Keizer has approved a recommendation for the award of contract(s).

3.5 RIGHTS OF CITY OF KEIZER TO AWARD OR REJECT PROPOSALS

The RFP does not commit the City to award a contract for the services specified within the RFP document. Under no circumstances will the City pay the costs incurred in the preparation of a response to this request.

The City reserves the right to:

- Accept or reject any portion of a proposal or accept, cancel or reject any or all proposals received as a result of this request for proposal in accordance with Section 58 of HB 2341;

- Accept a proposal and subsequent offers for contract from other than the lowest cost proposed.

3.6 INCURRING COSTS

Neither the City of Keizer, nor its agents, is liable for any cost incurred by Proposers prior to issuance of an agreement, contract or purchase order. Contractual work may not begin unless notice to proceed has been issued and the Proposer is notified in writing stating his or her proposal is accepted and a commencement date for contractual work is specified. All prospective Proposers who respond to a City of Keizer RFP do so solely at the respondent's cost and expense.

3.7 PRE-PROPOSAL INTERPRETATION OF THE RFP DOCUMENTS AND ISSUANCE OF ADDENDA

Any person who contemplates submitting a proposal for the services contract and who finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the RFP document, should submit to the Contract Administrator a written request for clarification or interpretation at least ten (10) business days prior to the RFP closing date, to the address which follows:

Sgt. Lance Inman
Keizer Police Department
930 Chemawa Rd NE
Keizer, OR 97303
FAX 503-390-8295
E-mail inmanl@keizer.org

If inquiries result in a significant disclosure, the question and the answer thereto will be provided in the form of an addendum to the RFP to all prospective Proposers who were sent the RFP.

3.8 CONTRACTOR'S RESPONSIBILITIES

The Contractor(s) will be required to assume responsibility for all services offered in the proposal. The City will consider the Contractor(s) responsible for any and all contractual matters.

3.9 INSURANCE COVERAGE

If a contract is awarded, the successful Proposer must provide a certificate of insurance coverage at the time of contract execution and proof of insurance coverages with limits not less than those required below.

- (a) \$500,000 for liability for bodily injury or property damage per occurrence, or the minimum required by the Federal Motor Carrier Regulations, which ever is greater when towing under authority of the Federal Motor Carrier Regulations; and
- (b) Garage-keepers legal liability (for care, custody and control) per occurrence will be set at:
 - (1) Class A -- \$ 50,000;
 - (2) Class B -- \$ 150,000;
 - (3) Class C -- \$ 200,000;

- (c) To protect against vehicle damage including but not limited to fire and theft, from the time the vehicle comes into custody and control of the operator and is hooked onto, throughout the recovery, and until it is reclaimed or sold, with limits as follows:
 - (1) Class A -- \$ 50,000;
 - (2) Class B -- \$ 150,000;
 - (3) Class C -- \$ 200,000;
- (d) Insurance for cargo transported in the amount of \$15,000 as per ORS 822.205(3).
- (e) Nothing in this section will relieve a person from maintaining insurance in the amounts and providing coverage of the type for motor carriers in the requirements of OAR 257-050-0070 if the amounts exceed or coverage is different from that required by this section.
- (f) The contractor, its subcontractors, if any, and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- (g) A certificate of insurance from the insurance carrier to the City that includes the type and amounts of coverage and provides for notification of cancellation of the Contractor's insurance is mandatory.
- (h) Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the City of Keizer, its Officers, Agents, and Employees and those for whose conduct the City is subject to action or suit pursuant to ORS 30.265(1); and shall further provide that the policy shall not be terminated or be canceled prior to the completion of this Contract without 10-days prior written notice to the City.

Notwithstanding the naming of additional insured, said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Contractor shall not perform services under contract without insurance. Any lapse of insurance shall immediately remove the Contractor from providing services until such time as written proof of insurance as set forth above is provided to the Contract Administrator. Upon the second lapse of insurance, the Contractor shall be terminated

for the remaining term of the contract. The adequacy of the insurance shall be subject to the approval of the City Recorder.

3.10 QUALIFICATION REQUIREMENTS

Each responsible Proposer shall respond to the proposal requirements as presented in Section 4 - Submittal Requirements of this RFP. Proposals received without the required information may be rejected as non-responsive.

3.11 EXECUTION OF THE PROPOSAL

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of the authorized partner.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office he holds in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

The address of the Proposer shall be typed or printed on the Proposer information form.

3.12 INFORMAL PROPOSALS

Proposals that are incomplete, or which are conditioned in any way, or which contain erasures or alterations may be rejected as informal.

3.13 WITHDRAWAL OF PROPOSAL

At any time prior to the hour and date set for the receipt of proposals, a Proposer may withdraw his or her proposal. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the opening of the proposal.

3.14 CONTRACT FOR TOWING SERVICES

Upon award of a contract, the successful Proposer(s) will be required to enter into a non-exclusive Towing Services Contract (see **SAMPLE CONTRACT - Appendix B**) with the City. It is anticipated that the Towing Services Contract(s) will include supporting documents. Supporting documents will include the RFP, the Contract, the Proposer's written proposal and any other documents incorporated by reference therein.

3.15 CONTRACT ADMINISTRATOR

The City's Contract Administrator for this contract is Sgt. Lance Inman. Sgt. Lance Inman may be contacted at 503-390-3713 ext. 166 or email InmanL@keizer.org.

3.16 ADDENDA

In the event that it becomes necessary to revise any part of this Request for Proposal, addenda will be provided to all Prospective Proposers who received the original Request for Proposal document. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than three (3) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly signed addenda will be considered non-responsive and will not be further considered for contract award.

3.17 RESPONSE DATE

In order to be considered for selection, proposals must arrive at the City of Keizer in the manner and on or before the date specified in the RFP solicitation. Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals.

3.18 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Proposer(s) will become contractual obligations if acceptance action ensues. Failure of the successful Proposer(s) to accept these obligations in a Towing Services Contract may result in cancellation of the award.

3.19 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of the content.

3.20 FORFEITURE OF THE CONTRACT

This contract may be canceled at the election of the City of Keizer for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

3.21 CONTRACT REQUIREMENTS

The successful Proposer(s) will be required to execute a Towing Services Contract, which will incorporate the proposal and Request for Proposal documents. Contract duration shall begin on the specified date and continue through December 31st 2005. The awarded Towing Services Contract will approximate the "SAMPLE TOWING SERVICES CONTRACT" found in Appendix B.

3.22 NON-ASSIGNMENT

If a contract is awarded, it shall not be assigned in part or in total without prior written consent of the City of Keizer. Reasonable requests for assignment of this contract will be granted based on the sole determination of the City.

3.23 NOTIFICATION OF INTENT TO AWARD CONTRACT

All respondents to formal RFPs will be notified of the proposal evaluation committee's recommendation and the City's intent to award a contract not less than thirty (30) calendar days prior to award of contract. The notice of intent to award a contract will be directed to the person who has signed the proposal on behalf of the Proposer.

3.24 PROTEST PROCESS

It is anticipated that any Towing Services Contract(s) awarded as a result of this RFP will be awarded on January 3, 2005. Any protests of the intent to award this contract must be filed with the City Manager in writing at any time prior to award, and shall not be considered if received after an award is made. The administrative review of protests is limited to disputes concerning the City's contractor selection or contract award decision. This policy does not provide an administrative review process for any issues or concerns that could have been raised prior to the close of the solicitation.

To be adversely affected or aggrieved, a protester must meet the criteria set forth in state law and administrative rules. For example, the protester must claim that all higher ranked Proposers were ineligible for selection because their proposals were non-responsive or the Proposers non-responsive. The City of Keizer will not consider a selection protest submitted after a contract has been awarded.

3.25 ANTICIPATED SCHEDULE

Release of RFP:	September 1, 2004
RFP due date:	October 1, 2004 5:00 p.m.
Evaluation completed:	December 1, 2004
Notice of Intent to Award Issued	December 15, 2004
Contract Award Date:	January 3, 2005

The City reserves the right to adjust the above listed dates as necessary.

3.27 NONDISCRIMINATION POLICY, GENERAL

It is the policy of the City of Keizer to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or handicap, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and

state funds. This policy thus becomes an obligation that must be assumed by the Contractor as well.

3.28 LAWS OF THE STATE OF OREGON

By submitting a proposal in response to this RFP, Proposer agrees that:

Any contract awarded as a result of this RFP shall be governed by the laws of the State of Oregon. Exclusive venue for litigation of any action arising under the Contract shall be in the Circuit Court of the State of Oregon for Marion County. The City of Keizer and vendor expressly waive any and all rights to maintain an action under the Contract in any other venue and expressly consent that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.

In addition, any contract awarded as a result of this RFP shall include the following:

"The following laws of the State of Oregon are hereby incorporated by reference into the Contract: ORS 279.312, 279.314, 279.316, and 279.320".

3.29 NOTICE TO PROCEED

It is City policy to give the selected Proposer(s) five (5) working days to execute the Contract and return it to the City. Contractual work may not begin until a notice to proceed has been issued. The City will issue a notice to proceed after execution of the Towing Services Contract by the City. The notice to proceed will state the date work under this contract shall begin.

3.30 CONDITIONS FOR RENEWAL

If the City determines that it is in the City's best interest, the City may elect to extend any contract(s) awarded through this RFP subject to the following conditions:

- a. Approval by the City and budget approval.
- b. Service has been determined by the Contract Administrator to be satisfactory.
- c. The rate remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract.
- d. Agreement to extend the contract, in writing, by the Contractor after a minimum 30-day notice by the City prior to the expiration of the contract.

The City expects the Towing Contractor(s) to maintain at least the same ability to provide services throughout the term(s) of the contract(s). The City reserves the right, in its sole

discretion, to increase or decrease performance requirements to include, but not limited to, levels of required equipment, response times and other performance standards of the contract, at any time during the initial contract term and thereafter at the time of each contract renewal.

3.31 PRICE ESCALATION/DE-ESCALATION

The contractor(s) under the contract will be allowed to increase or decrease rates charged under the contract, based upon the West Region CPI-U (Consumer price index for western states, published on a monthly basis), after approval by the Contract Administrator, and in no case shall rate increases exceed 5% annually. Requests for rate increases shall only be considered forty-five (45) days prior to annual contract renewal. Rate decreases shall be considered at any time during the contract period.

Application for a rate increase shall be submitted to the Contract Administrator along with documentation substantiating such increase. When the Administrator has been notified a Contractor's proposal to increase rates, the Administrator shall have authority not to renew the contract and to re-solicit for services. All documentation of the basis for a rate escalation is subject to review by the Administrator, who may demand such further documentation and/or conduct such further investigation as deemed necessary.

3.32 CONTRACT TERMINATION

The Contract Administrator may immediately suspend or terminate Contractor's operations under the contract if a Contractor is alleged to have violated the terms of the contract or any violation of Oregon Administrative Rules 257-050 governing Non-Preference Towing. The Contractor shall be notified in writing of a suspension or termination and the reason thereof. When the proposed suspension or termination is disputed, the Contractor shall request a hearing in writing which must be received by the City Recorder within ten (10) days of mailing date of the proposed suspension or termination notice. Hearing on the proposed suspension or termination shall be conducted before the City Manager or designee within 30 days of the City Recorder's receipt of the request for a hearing. Any action taken by the City Manager with respect to the contract following the hearing shall be final and binding on all parties.

Termination without Cause:

Either party may terminate the contract upon thirty (30) calendar days written notice to the other, with or without cause, for any reason whatsoever. Upon the termination of the contract, for any reason or for no reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of the contract shall not relieve an obligation to pay for services

already rendered nor shall any such termination relieve either party of its obligations or from any liability arising from any breach of the contract.

General Conditions of Termination:

All warranty obligations, indemnity and defense obligations and Contractor's insurance coverage obligations and storage requirements with respect to occurrences happening before termination of the contract, shall survive termination of the contract and such provisions and obligations shall remain in full force and effect as originally specified in the contract.

A proposed or actual suspension or termination of a contract shall not relieve a Contractor from any obligation to safeguard any vehicle in storage.

SECTION 4.0 - SUBMITTAL REQUIREMENTS

4.1 General Information

The Proposer must submit a definitive proposal for the end results that are set forth in this RFP. The proposal must describe how the Proposer will perform the required activities and the necessary resources to perform the activities.

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of the content.

4.2 REQUIRED INFORMATION

The proposal shall include, as a minimum, the following items:

1. Provide the Proposer information and the company organization chart contained in Section 6.
2. Provide a list of all employees that would be providing services under this contract to include those providing management, supervisory and clerical duties. Indicate the position held, the duty performed, the years of experience and any applicable training and/or certification. Provide completed copies of the Personal and Criminal History Inquiry Authorization and Release by all employees that would be providing services under this contract to the City.
3. Provide four references for which the Contractor is presently providing comparable services. Provide the name and telephone number of the person to contact as a reference.

4. Provide a copy of the "Letter of Appointment" from the Oregon State Police issued to the Contractor.
5. Provide the completed equipment/vehicle list the Contractor is proposing.
6. Provide the completed facility description list for the proposed contracting company. The list shall include the business facility, indoor storage facility, outside storage facility and any other facility used in providing towing services to the City.
7. Provide the proposed rate schedule by completing the form contained in Section 6.
8. Provide any other additional information regarding the Contractor's business that would be applicable and beneficial in the evaluation process.

SECTION 5.0 - SELECTION PROCESS AND EVALUATION CRITERIA

- 5.1 A selection committee will be used for the purposes of evaluating all proposals received by the time and date set for receipt of proposals. The City reserves the right to conduct selected interviews if, based on the City's sole determination, they are necessary. Although cost of services is important, the City will not necessarily select the lowest cost proposal for the contract award. The contract will be awarded to the Proposer(s) who, in the opinion of the selection committee, offers the best proposal based on their performance history, meets all requirements of the specifications and is in the best interest of the City.

Neither the City, nor its agents, shall be responsible for any cost incurred by any Proposer as a result of preparing a proposal or presentation in response to this RFP process.

The staff's recommendation to the City Manager to award a contract will be based on all materials provided by the Proposer in their response to the Request For Proposal for towing services.

It is the City's preference to contract for towing services with qualified towing companies organized as single legal business entity and not multiple entities with the same owners, managers, partnership, and/or corporate ownership.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research. The City reserves the right to conduct a background check

including criminal history and driving record, on contractor's officers, agents, and employees who provide services prior to execution of contracts. The Personal and Criminal History Inquiry Authorization and Release form is provided in Appendix C for informational purposes. The City reserves the right to request the replacement of employees based on the information gathered in its search.

The City will use the following criteria to assist in evaluating proposals:

- 5.1.1 Organization structure, staffing provided to perform services and background check (1 to 25 points)
- 5.1.2 Facilities and equipment/vehicles provided to perform services (1 to 25 points)
- 5.1.3 References, responsiveness and performance history for comparable services in the past five years (1 to 25 points)

In determining the most responsive Proposer, the City reserves the right to take into consideration any or all information supplied by the Proposer in his or her proposal and the City's investigation into the experience of the Proposer to include any experiences in providing services to the City.

- 5.1.4 Proposed Rate Schedule (1 to 25 points)

SECTION 6.0 - PROPOSED FEE SCHEDULE, PROPOSAL AND FORMS:

Each item must contain a rate or otherwise indicated as "Not Charged." The proposed rates for services under this Request for Proposal and any subsequent contract are:

ALL VEHICLES SERVED UNDER CONTRACT

- | | | |
|-----|--|---------------------------------|
| 1. | Class A Towing Service | \$ _____ per tow |
| 2. | Class B Towing Service | \$ _____ per tow |
| 3. | Class C Towing Service | \$ _____ per tow |
| 4. | Outside Storage Charges (24-hour period) | \$ _____ per day |
| 5. | Inside Storage Charges (24-hour period) | \$ _____ per day |
| 6. | Access to vehicle after first 15 days | \$ _____ per access |
| 7. | Recovery | \$ _____ per hour |
| 8. | After Business Hours Release or Access | \$ _____ per access |
| 9. | Dolly | INCLUDED in Towing Service Rate |
| 10. | Mileage between tow facility and location | INCLUDED in Towing Service Rate |
| 11. | Mileage one-way inside Urban Growth Boundary other than tow facility | \$ _____ per mile |
| 12. | Mileage one-way outside Urban Growth Boundary | \$ _____ per mile |
| 13. | Standby time (define and explain when applicable) | \$ _____ per hour |
| 14. | Removal of drive line | \$ _____ per tow |
| 15. | Additional Driver Charge | \$ _____ per tow |
| 16. | Re-tow fee | \$ _____ per tow |
| 17. | Flares | INCLUDED in Towing Service Rate |

LIST ANY OTHER CHARGES OR FEES ON A SUPPLEMENTAL PAGE

**CITY OF KEIZER, OREGON
KEIZER POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL
TOWING SERVICES**

THE UNDERSIGNED, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Proposal is made without any collusion with any person making another proposal on this Contract.

The Proposer further declares that they have carefully examined the contract documents; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this Proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this Proposal.

The Proposer further agrees that they have exercised their own judgment regarding the interpretation of the services required and has utilized all data which they believe pertinent from the Contract Administrator, City and other sources in arriving at their conclusions.

The Proposer agrees that all of the applicable provisions of Oregon Law relating to public contracts (ORS 279) are, by this reference, incorporated in and made a part of this Proposal.

The Proposer further agrees that if the Proposal is accepted, they will, within ten (10) business days after notification of acceptance, execute the Contract with the City on the Contract form included within the bidding documents; and will, at the time of execution of the Contract, deliver to the City the insurance certificates required herein; and will, to the extent of their Proposal, furnish all machinery, tools, apparatus and other means of equipment to do the work and furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Contract Administrator.

The Proposer agrees to commence work according to the time schedule specially set forth in the Contract Documents.

The Proposer further agrees to do no work on the project until on or after the date of issuance of a notice to proceed.

It is agreed that if the Proposer is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified insurance requirements within ten (10) business days after receipt of notification of acceptance of their Proposal, then, in that event, the City of Keizer may rescind award of the contract to that Proposer and shall have the right to award the contract to another. In the event that the City rescinds the award of the contract and chooses to enter into a new contract with a different contractor, the City shall retain all rights of recourse to the original contractor for the difference between the rates, as stated including any additional managerial and administrative services. The Proposer's name may also be removed from the City's qualified Proposers list.

The Proposer shall submit the proposed rate schedule as required within the RFP document. This Proposal shall be effective for a period of ninety (90) days from the RFP closing date with rates held firm for the initial contract period.

THE UNDERSIGNED PROPOSER agrees to furnish all equipment, labor and materials necessary to complete the services as specified herein and further attests that they have carefully considered any addenda in the preparation of this response.

Signature of Authorized Representative of Proposer's Firm:

Name, Print: _____

Signed: _____

Date: _____

Position Title: _____

Proposer's Firm Name and Address:

Firm Name: _____

Street Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

E-mail Address: _____

FAX: _____

Federal ID #: _____

State of Incorporation:
(If applicable) _____

Provide the information requested below of the dispatch service company to provide rotational dispatch services.

Firm Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

FAX: _____

E-Mail Address: _____

COMPANY ORGANIZATIONAL CHART

Complete all details regarding your company organization by entering the names of the individuals in the appropriate spaces. Provide additional pages if necessary.

Corporation:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Other Officers: _____

Partnership:

Partners: _____

Other Officers: _____

Sole Proprietor:

Owner: _____

Other Officers: _____

Other Company Type:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A NON-DISCLOSURE FORM

The pages of this proposal that I have marked "THIS MATERIAL TO BE HELD CONFIDENTIAL," (and I have so indicated in the space provided below), are to be kept confidential to the extent permissible under the law. This data shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the City shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if it is obtained from other sources.

This restriction does not apply to cost or price information or releasing the names of Proposers which must remain public information.

Listed in the space provided below are the **ONLY PAGES** of this proposal that have been marked "THIS MATERIAL TO BE HELD CONFIDENTIAL."

Page Numbers: _____

By: _____
(Signature)

(Print or Type Name)

(Title)

For: _____
(Firm Name)

Date: _____

APPENDIX B SAMPLE CONTRACT

CONTRACT

THIS CONTRACT, made and entered into, in duplicate, by and between the CITY OF KEIZER, OREGON, hereinafter called "CITY," and: _____ (Contractor's Name) hereinafter called "CONTRACTOR" for the project entitled:

TOWING SERVICES

It is Agreed:

THAT the said Contractor, in consideration of the sums to be paid by the City in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary things in accordance with the applicable plans and the special provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the City and according to and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the contractor.

THAT the contract documents, consisting of Request for Proposal, Proposal, Certificate of Insurance, City of Keizer Equal Opportunity Policy for Contractors, and Various Forms, bound herewith are hereby specifically referred to and by this reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the City, its agents or employees. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon, and the Charter and Ordinances of the City of Keizer.

THAT in consideration of the faithful performance of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents, and in accordance with the directions of the City of Keizer and to their satisfaction, the City agrees to pay to the said contractor the amount due from the City, as determined from the actual work performed and the rate and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the contract and to make such payments in the manner and at the times provided.

THAT the liability insurance required by this contract shall apply as primary coverage for each additional named insured.

THAT the following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279.312, 279.313, 279.314, 279.316 and 279.320.

IN WITNESS WHEREOF, the City of Keizer, and the said Contractor have caused this agreement to be signed on the dates below.

CITY OF KEIZER, OREGON

By: _____
Chris Eppley, City Manager

Date: _____

CONTRACTOR

By: _____
Name and Title

Date: _____

APPENDIX C
AUTHORIZATION TO CONDUCT INVESTIGATION
AND RELEASE OF INFORMATION

I authorize the Keizer Police Department to conduct a background check to determine my fitness to serve the public and the City of Keizer in the performance of towing services. I will be providing services to the City should a contract for towing services be awarded. This authorization includes information of a privileged nature concerning criminal history, driving records, employment and business practices, reputation, financial status and complaint history.

I authorize this information to be released only to those responsible for making a recommendation to award a towing services contract to the City Manager.

I hereby release the City of Keizer, the Keizer Police Department and it's officers, agents and elected officials from any and all liability or damage that may result from the background check and/or furnishing the information requested. I hereby release the City of Keizer, the Keizer Police Department and it's officers, agents and elected officials from any and all claims should I be disqualified from providing services to the City based on information of an adverse nature.

Signature of Employee

Name of Towing Business

Printed Full Name of Employee

Date of Birth

STATE OF OREGON)
) ss.
County of Marion)

SUBSCRIBED AND SWORN to and before me on this _____ day of _____, 20__.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____



August 16, 2004

AGENDA ITEM 9a

RESOLUTION ~ Authorization for
Resolution Transfer

COUNCIL MEETING: August 16 2004

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

FROM: SUSAN GAHLSDORF, FINANCE DIRECTOR



SUBJECT: RESOLUTION TRANSFERS

BACKGROUND:

ORS 294.450 allows for the transfer of appropriation authority within a fund during the fiscal year. A transfer from the Street Fund Contingency line-item is needed to fund Points of Interest signs. This recommendation was presented to the Council on June 21, 2004; however, no action was taken at that time.

ISSUES AND FISCAL IMPACT:

The estimated cost of the signage is \$5,000.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Appropriation Transfer Resolution, if it so chooses.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2004-_____

3
4 AUTHORIZATION FOR RESOLUTION TRANSFER
5
6

7 WHEREAS ORS 294.450 allows for the transfer of appropriation authority
8 within a fund during the fiscal year;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
10 Keizer, that the following transfer be made for fiscal year ending June 30, 2005:
11

12	Street Fund	<u>Increase</u>	<u>Decrease</u>
13	Capital Outlay – Signage	\$5000	
14	Capital Outlay - Contingency		\$5000
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

20 PASSED this ____ day of _____, 2004.

22 SIGNED this ____ day of _____, 2004.

26 _____
27 Mayor

28 _____
29 City Recorder
30
31



August 16, 2004

AGENDA ITEM 9b

**Approving August 2, 2004 Regular
Session Minutes**



**MINUTES
KEIZER CITY COUNCIL**

Monday, August 2, 2004

Keizer City Hall

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

CALL TO ORDER Mayor Christopher called the regular meeting to order at 7:07 pm.
Roll Call was taken as follows:

Present:

Lore Christopher, Mayor
Chuck Lee, Councilor
Michel Gaynor, Councilor
Jim Taylor, Councilor (Left at 8:20pm)
Judy K. Smith, Councilor
Crisel Perez, Youth Councilor (Outgoing)
Delilah Calhoun, Youth Councilor (Incoming)

Absent:

Jacque Moir, Council President
Richard Walsh, Councilor

Staff:

Chris Eppley, City Manager
Shannon Johnson, City Attorney
Rob Kissler, Public Works
Dianne Hunt, Human Resources Director
Nate Brown, Community Development Director
Chief Marc Adams, Police Department
Debbie Lockhart, Recording Secretary

FLAG SALUTE

Councilor Lee introduced Captain Kuhns, a long-time resident of Keizer and an asset to the Keizer Police Department, to lead the pledge of allegiance.

**PUBLIC
TESTIMONY**

David McKane, 674 Fall Creek Drive NE, Keizer, addressed Council regarding the proposed Noise Ordinance. He distributed two documents about "dynamic engine brakes" and explained that the offensive noise that is attributed to the use of these brakes is actually caused not by the brakes, but by a faulty muffler. He suggested rewording the ordinance to limit use of "unmuffled" engine brakes, or to delete the reference because it is addressed in the State of Oregon laws.

PUBLIC HEARINGS

a. RESOLUTION—

Renaming Pleasantview Park

Public Works Director, Rob Kissler, explained that at the June 8, 2004, Parks Board meeting a motion was passed recommending City Council hold a Public Hearing to change the name of Pleasantview Park to Ben Miller Park. He explained that Mr. Miller had been instrumental in developing the park as it is today. There are funds available to change signage if desired. Property owners within 250 feet of the park were notified and a sign was placed in the park indicating the proposed change. Staff recommends a Public Hearing be held to hear testimony and Council deliberate the issue.

Mayor Christopher opened the Public Hearing.

Ken Gierloff, 4035 Arnold Street NE, addressed Council regarding the proposed name change. He reviewed the history of Pleasantview Park explaining that Ben Miller had been a generous, dedicated volunteer, always unwilling to be in the spotlight or be recognized for his contribution. He concluded that the renaming of the park is a long overdue honor.

Mayor Christopher closed the Public Hearing.

Councilor Taylor moved to adopt Resolution R2004 Establishing the Name of "Ben Miller Park" for Pleasantview Park. Councilor Smith seconded.

Councilor Gaynor voiced his support of the name change adding that he was pleased to have the opportunity to vote on this issue.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir and Walsh (2)

b. RESOLUTION—

Forming Hunter Addition Street Lighting District

City Manager, Chris Eppley, provided a history of the formation of a Street Lighting Local Improvement District and noted that the Public Hearing was to consider remonstrances to the project and objections to proposed assessments. Staff recommendation is that City Council open a Public Hearing to consider oral objections and written remonstrances to the formation of Hunter Addition Street Lighting Local Improvement District and if there are no objections, close the public hearing and consider adoption of the resolution forming the district and the proposed assessment ordinance.

Mayor Christopher opened the Public Hearing.

Hearing no testimony, Mayor Christopher closed the Public Hearing.

Councilor Smith moved to adopt Resolution R2004 Forming Hunter Addition Street Lighting Local Improvement District. Councilor Lee seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir and Walsh (2)

Councilor Smith moved to adopt a Bill for an Ordinance Spreading Assessments to Hunter Addition Street Lighting Local Improvement District. Councilor Lee seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir and Walsh (2)

**ORDINANCE –
Spreading
Assessments to
Hunter Addition
Street Lighting
District**

**COMMITTEE
REPORTS**

**a. Recognition of
Crisel Perez,
Youth Councilor
and Welcome to
Delilah Calhoun**

Mayor Christopher reviewed Crisel's term as Youth Councilor, adding that she had been an outstanding Youth Councilor, participating not only in the Council meetings, but in many outside activities, task force and committee meetings. She explained that the Youth Councilor Program was put together by Salem/Keizer Chamber of Commerce as a mentorship program. Mayor Christopher read a Proclamation for Crisel, presented her with a plaque and gift and offered her "Goodbye Cake". Crisel thanked Council adding that everyone had been very helpful during her term.

Mayor Christopher then introduced the new Youth Councilor, Delilah Calhoun who has lived in Keizer since 1989, is employed at Coldstone Creamery and is entering her senior year at McNary.

**b. Swearing In of
Keizer Police
Officer Ben
Humphrey**

Chief Marc Adams introduced Officer Ben Humphrey, reviewing his history and qualifications. He explained that he had graduated with honors from Western Oregon University receiving a degree in Criminal Justice. City Attorney, Shannon Johnson, issued the Oath of Office.

**c. Community
Oriented
Policing
Committee**

Mayor Christopher explained that members of the committee were requesting direction from Council. She added that there are no pressing neighborhood issues for the committee to rally around because the Keizer PD is doing such an effective job. Discussion followed regarding changing meeting frequency, retaining volunteers

and keeping the committee together.

Chief Adams agreed that the committee had been experiencing difficulty in getting a quorum together and pointed out that the community policing philosophy had been around for over 10 years, so the general public talks to the Police force much more frequently lessening the need for a committee.

Councilor Lee suggested that this committee could become affiliated with the "Meth, Not in My Neighborhood" program. City Manager Chris Epley voiced his support of this idea stating that by getting involved with issues that already have strong leaders they can act as a clearing house of information. Captain Kuhns noted that this subject had been addressed at the last meeting. He added that he also attends most of the "Meth, Not in My Neighborhood" meetings and right now the issue of identity theft is being addressed because it is directly related to meth use. He concluded that the Community Oriented Policing Committee is very interested in contributing to this effort, but they also want direction beyond this.

Council agreed to schedule a joint work session with Community Oriented Policing Committee and City Council at 5:30 pm on, Monday, September 13.

OTHER BUSINESS

- **Old Business**
- **New Business**

KEIZER PEER COURT – Captain Kuhns noted that Cari Emery, the coordinator of the Stayton-Sublimity Peer Court, was at the meeting tonight to answer questions. He explained that Keiser PD wants to follow the example of the Stayton-Sublimity Peer Court and that enough funding has been secured to run the program for the remainder of this fiscal year. Committee members consisting of Councilor Smith, Captain Kuhns, Keizer United, Salem/Keizer School District, Salem/Keizer Together, and Marion County Children and Families Commission have been working together on the details of this project. The Keizer PD wholeheartedly supports the program and is hoping Council will allow Captain Kuhns to sign a contract and get a coordinator to get the program up and running this fall. Captain Kuhns and Cari Emery fielded questions from Council.

City Manager Chris Epley noted that the Keizer Rotary Board of Directors submitted to their foundation a recommendation for a \$500 donation to this program and Rick Day with Advantage Pre-Cast has submitted another \$500. Additional donations have come from Bank of the West, Tribes of Grand Ronde, and Superintendent Kay Baker from 24J.

Ms. Emery explained that the recidivism rate is less than 10% in communities that have this program in place. The program is focused

on educating the youth of the community about the law. Captain Kuhns added that many offenses which will come before Peer Court are offenses with no sanctions in Marion County Juvenile Department other than a letter to the parents. The program will provide a consequence where one is not already in place.

Councilor Smith moved to Authorize the City Manager and Captain Kuhns to Enter Into a Contract with Cari Emery as Peer Court Coordinator for the Remainder of the Fiscal Year. Councilor Lee seconded.

Motion passed unanimously as follows:

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

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir and Walsh (2)

Councilor Taylor left the meeting.

Councilor Smith reported that the Volunteer Coordinating Committee will be meeting Thursday, August 5. A position is open on the Traffic Safety Committee.

Councilor Gaynor invited everyone to the Concert in the Park at Chalmers-Jones Park on Wednesday night. Mayor Christopher added that this Wednesday would be the final concert of the season featuring the National Guard Jazz Band.

Mayor Christopher read an e-mail from Clark Williams regarding asking staff to pursue the potential of purchasing 6 to 10 acres for a west Keizer park. This is an effort to pursue the plan for a park in southwest Keizer. The direction would be to complete research and be prepared to defend the final location selected for the southwest Keizer park.

Councilor Smith encouraged staff to look into all options, but felt the Ericson property is not a feasible option.

Mayor Christopher moved to suspend the rules. Councilor Lee seconded.

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, Smith, and Lee (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir, Walsh and Taylor (3)

Mayor Christopher moved to direct staff to research properties available, make initial contacts and report back to Council on viable parks land options. Councilor Gaynor seconded.

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, Smith, and Lee (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir, Walsh and Taylor (3)

Chief Adams reported that

- Tuesday, August 3 is National Night Out. Those wishing to ride in a police car should meet at the Police Auditorium at 5:30 pm.
- The "snapshot of selected calls for service for June" which he had distributed gives an idea of a typical month in the world of crime. Councilor Smith requested a comparison of month to month and year to year and Councilor Lee asked if it was possible to show which arrests were meth-related. Chief Adams stated he would look into that.
- Pig Bowl was on Saturday night with a victory of 25 to 12 for the third year in a row over Washington County. Keizer had 5 people on the team and only one injury.

Dianne Hunt reported that

- Municipal Court Clerk position closed on Friday with almost 200 applications.
- Currently there is an opening for the Police Administrative Assistant position. That recruitment will close August 13.
- Staff is reviewing Ordinance 2000-427 relating to the disposition of surplus property in order to examine alternatives which they will present to Council in the near future.
- Based on comments on the City's website, a group is working on upgrading the site and hopes to have it complete in 30 days.
- Personnel Policy Committee is meeting Wednesday at noon.

Rob Kissler, Public Works Director reported:

- Regarding Chemawa Road Improvements there has been lively discussion with Rainbow Gardens voicing concerns about access. July 29 Public Works held an open house at City Hall inviting all residents along Chemawa Road. Residents noted that mail boxes are currently located on one side of the road. In order to avoid crossing the wider road, the City will be working with the US Postal Service to try to get mail delivered to both sides of the street.
- The city had the second largest July in water capacity in City and

District history at 217 million gallons.

Nate Brown reported that

- The joint application with Marion County had been submitted for the OPRD Property Acquisition Grant. He added that it was a very strong application and should receive a lot of consideration.
- Lowe's agreed that the building will not be tilt-up construction but masonry. Additional tweaking will need to be done on the Master Plan regarding building heights and that will be presented to Council in the near future.
- The first meeting with the consultant on the Transportation System Development Charges (TSDC's) has taken place. The objective is to have the TSDC's in place by January 1.

**ADMINISTRATIVE
ACTION**

**a. ORDINANCE –
Noise Variance
Amendment**

City Attorney Shannon Johnson explained that the most commonly necessary noise variance is "community events" such as the Iris Festival. Rather than amend the current ordinance it is proposed to adopt a new noise ordinance in its entirety and repeal the existing one. The new ordinance does not allow for a variance process for residential parties.

After discussion it was agreed to add in Section 2.B) (page 2) the word "community" before park (line 6). Discussion continued regarding the dynamic braking issue. It was agreed to leave the verbiage in the proposed ordinance.

Councilor Smith moved a Bill for an Ordinance Prohibiting Noise; Repealing Ordinance 90-190; Repealing Ordinance 93-269 and 95-323 as Amended. Councilor Gaynor seconded.

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, Smith, and Lee (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir, Walsh and Taylor (3)

**CONSENT
CALENDAR**

- RESOLUTION – Authorizing the City Manager to Sign Contract with Obsidian Phone System**
- RESOLUTION – Amending City of Keizer Personnel Policies Regarding 100.100 – Safety and Health and Adopting Policy 100.200 – Inclement Weather and Emergency Closure**
- Approving July 6, 2004 Regular Session Minutes**
- Approving July 12, 2004 Work Session Minutes**
- Approving July 19, 2004 Regular Session Minutes**

Councilor Smith moved to approve Consent Calendar items A, B, and E. Councilor Gaynor seconded.

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, Smith, and Lee (4)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir, Walsh and Taylor (3)

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

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, and Smith (3)

NAYS: None (0)

ABSTENTIONS: Lee (1)

ABSENT: Moir, Walsh and Taylor (3)

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

Motion passed unanimously as follows:

AYES: Christopher, Gaynor, and Lee (3)

NAYS: None (0)

ABSTENTIONS: Smith (1)

ABSENT: Moir, Walsh and Taylor (3)

WRITTEN COMMUNICATIONS

None

AGENDA INPUT

August 16, 2004

7:00 p.m. City Council Regular Session

- ❖ Public Hearing – Speed Reduction on River Road
- ❖ Public Hearing – Street Lighting District Assessments
- ❖ Public Hearing – Water Rates/COSA
- ❖ Towing RFP
- ❖ Civic Center Recommendation Update
- ❖ ORDINANCE – Disposition of Supplemental Property

August 30, 2004

5:30 p.m. City Council Work Session

- ❖ Parks Tour

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:42 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Recording Secretary

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – Judy K. Smith

~ Absent ~

Councilor #4 – Jacque Moir

Councilor #2 – Michel Gaynor

~ Absent ~

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:

Lockhart, Debbie

From: Administrator
Sent: Monday, August 16, 2004 2:52 PM
To: Lockhart, Debbie
Subject: FW: WATER DEPT

For you, don't know where else to send it.

Bill Hopkins
IT
City of Keizer
503-390-3700 x160

From: BigheadRider@cs.com [mailto:BigheadRider@cs.com]
Sent: Monday, August 16, 2004 1:39 PM
To: Administrator
Subject: WATER DEPT

HELLO...CONCERNING TONIGHTS COUNCIL MTG.

THIS IS A THOUGHT I HAD CONCERNING THE LOWERING OF WATER RATES TO HOME OWNERS. SINCE I AM ONE I WOULD CONSIDER LEAVING THE WATER RATES AS THEY ARE. THEY ARE NOT UN-AFFORDABLE. PERHAPS THE MONEY COULD BE PUT TO USE IN A SPECIAL FUND FOR THE FUTURE IN KEIZER. MAYBE A INTEREST BEARING ACCT. OF SOME KIND. IF NOT USED OVER TIME IT COULD TRICKLE BACK TO THE HOME OWNERS. OR MAYBE FOR EMERGENCYS.

8/16/2004

**CITY OF KEIZER-PARKS AND RECREATION
PRESENTS**

K ⚡ TOWN

5TH YEAR GRIND



***SK8 COMPETITION SPONSORED BY ANTIKS
SKATE SHOP***

FEATURING: Z100 

RANSOM TAXI

**FEAR OF FALLING STARS AND MORE...
FOOD, FUN AND GAMES SUPPORTED BY THE
UNION BUILDING TRADES, NORTHWEST
NATURAL GAS, COSTCO AND MANY LOCAL
BUSINESSES!!!**

SATURDAY AUGUST 21ST

11AM-7PM

CARLSON SKATE PARK

**BRING YOUR BOARD, BIKE OR BLADES AND
HELMET!! (HELMETS REQUIRED!)**

Dear Mr. Bobroviz,

I want you to know that I commend you for your involvement and commitment regarding the speed limit on North River Road and Wheatland. The work and research you have done and your rebuttals during the July 19th Keizer City Council meeting was very well taken. You did an excellent job of testifying and I feel how fortunate we are to have speakers that can fully relate to the safety issue regarding the speed limit.

It did sadden me to think there had never been a public hearing regarding this issue. Since September of 2003 I have been advocating for the speed to be dropped on this North area of Keizer. I have had many conversations, not only with Craig Chadwick and Paul Davis of ODOT but also with Bill Peterson, our City engineer. I also spoke in depth about this with Councilor Jacquie Moire and phone conversations with Councilor Taylor and Councilor Walsh. I have always thought that the speed should be reduced prior to the McNary Estates/North River Road intersection. My reasons and inquiries escalated with many of the above names after the additional lights were added at Wheatland and Swingwood and it had been my hope that someone would really look at the situation and agree to drop the speed down. I was pleased that after the speed study that ODOT did give Keizer the permission to drop the speed. I feel like any reduction in speed is better than none at all. Another reason I had for strongly urging ODOT to really look at this situation is the fact that our driveway at 6390 River Road NE, is only a very short distance from the Swingwood light is really a safety issue in making a right hand turn in to it. The reason for that is the fact that the two northbound lanes coming through that intersection taper to only one lane prior to our driveway. We always thought that would be an accident waiting to happen. Last summer we took part of our front lawn out and had it blacktopped in order to accommodate the Wheels Transportation bus that picks up my daughter, who uses an electric wheelchair. We did this because of the safety issue. Those clients on the bus are on a lift going on and coming off the bus. There were many times that the bus drivers and myself commented on how unsafe it is for them to be sitting out on River Road unloading a client in a wheelchair, due to the fact that those cars going North were obviously going above that speed limit. We know that for a fact for we see what happens on a daily basis. To this day I shudder every time I come through those lights and they are green all the way through. There have been many times we have been yelled at and honked at by drivers that do not feel it is right for us to slow down in order to be able to turn in to our driveway at a safe and reasonable speed. Also it is almost impossible to be able to take a left turn out of our driveway during the busy morning and evening hours.

In many of my conversations with ODOT I mentioned the fact that the speed drops to 35 coming south prior to the Lockhaven intersection. I did this because I had hoped the same courtesy would be possible in coming north to the McNary Estates and through the Wheatland and Swingwood intersection and also coming south of River Road and prior to the Swingwood intersection. I have issued an invitation to the Councilors to really look at what we must deal with on a daily basis.

I also feel it is important for the City to look at widening North River Road before putting islands in the middle of the main thoroughfare down in the business district. I disagree with the fact that one councilor mentioned, let's wait and see what happens with River Road Renaissance before addressing the speed limit issue. Another councilor mentioned that it was unfortunate that no one had addressed that issue with him before. I have dated documentation on phone calls that I have had with councilors regarding the speed limit. Regarding the fact that surveys were out involving traffic problems and how important it is to move the traffic. I guess I would ask why did the City of Keizer not ever put out a survey asking those that drive North River Road and Wheatland what they think the speed should be coming through one of our most complex and busy intersections in Keizer.

I do not feel ODOT would have granted the City to reduce the speed if they did not feel it would be in the best interest of those that are traveling North River Road and Wheatland if they, too, did not feel like it was a safety issue for our Keizer residents.

I thank you for taking the time to read this and I believe both yourself and Jerry McGee will be a real key to success if the city council comes through with the reduction of speed on the north section of our city. We as Keizer citizens can be thankful that we will have the opportunity to speak at a Public Hearing on August 16th. I also plan on speaking at the Public hearing.

Please feel free to call me with any questions you might have.

Joleen Vohland
6390 River Road, NE
Keizer, Oregon 97303-4311

Ph: 503-390-7525

7/27/04

Keizer City Council:

We have a duplex on the corner of Wheatland Rd. and Cater Dr. We also live off River Rd on Northshire Ct. The traffic is extremely heavy on Wheatland Rd and River Rd. People drive too fast and the speed limit should be reduced to 35 mph. on both River Rd and Wheatland Rd.

Pete Gutterrie

Margie Gutterrie

(503) 393-7750

Hi Jacque,

I just wanted to get back to you regarding the issue of the Speed Limits in Keizer. As we discussed at Chamber Lunch in the Park, I will not be able to be at the Council meeting on the 16th of August and I want to get my two cents worth in, so here it comes: I believe our speed limits should all be the same from border to border be it North - South, or East - West, and that is no more than 35 mph. And in some places that is too fast. The faster you let them go, the faster they will go, we all know that, it is a safety issue for all of Keizers residents and anyone who is visiting.

That's it, I did have one other issue which I email direct to Lore hopefully she'll share that with all of you.

Thanks again for listening.

Markey Humberstad,
Vital Life Nutrition and
Chamber Board of Director.

5930 River Rd. N.E.
Keizer, OR. 97303
August 10, 2004

Mayor Lore Christopher and
Keizer City Council
City Hall
Keizer OR.

Dear Mayor,

R.E: Traffic speed on River Rd. N. To be read
at the August 16, 2004 meeting of the Keizer
City Council.

My wife and I have lived in Keizer for 58 years. Due to
a prior commitment we are unable to attend your August 16, 2004
meeting. So therefore this letter.

Since 1955 we have lived and are still living at the top
of the hill, on the east side of River Rd. N. half way between
the Lockhaven Drive and River Rd. intersection and the Manzanita
Street, McNary Estates Drive, Wheatland Rd. and River Rd.
intersection. We have seen River Rd. N. grow from a two lane
road to a five lane road, and then re-stripped to five lanes with
bicycle lanes on both sides. To accommodate the bicycle lanes
the motor car lanes were made narrower. The street was not
widened.

We have witnessed many accidents along this stretch of
road. There have been several in front of our house. One lady
died in an accident in front of our house. Accidents have been
occurring at the Wheatland Rd., Trail Avenue and River Rd.
intersection long before there was Lockhaven Drive.

As far as we are concerned, River Rd. N. should be no more
than 35 miles per hour all the way out to the north city limits.
We do agree that 40 miles per hour would help. How much is
questionable.

We would invite the City Council, and people from ODOT to
bring your RV's, Tents or whatever and spend 24 hours, any day
Monday through Friday, in our driveway. We think that then and
only then could you completely understand the situation. (We
have no hookups but also there will be no charge for your stay.)

We suggest that if your goal is to reduce accidents and save lives, slow down the traffic on River Rd. N. But if your goal is to move traffic faster then speed it up from the south city limits to the north city limits. The choice is up to you.

Thank all of you for listening.

Sincerely,

Al Lamer Dorothy Lamer
Al and Dorothy Lamer

CC to Council Members:

Judy Smith
Jim Taylor
Mike Gaynor
Richard Walsh
Jacque Moir
Charles Lee

For the past 44 years we have lived on North River Road. Our first home was where the Albertson Shopping Center now is and we have lived in our current home for the past 20 years. For several years our daughter, who uses an electric wheelchair had been picked up at the bottom of our driveway on North River Road by a Wheels Transportation Bus. Many times the drivers and myself commented on the speed of the cars going around that bus while a person was being raised and lowered on the lift. What complicated matters even worse was the fact that the two northbound lanes reduce to only one lane prior to our entryway. Because of what we viewed as being extremely unsafe, we had a large portion of our front lawn taken out and had that portion and our entire driveway blacktopped in order to accomodate the Wheels Bus at the top of our hill. We did this for 3 reasons: #1 For Safety #2 Because we thought the speed was too high and #3 because the 2 northbound lanes merge.

I have had many phone conversations with ODOT representatives and our city engineer regarding the possibility of reducing the speed through this North section of the City Limits. Witnessing how many people are riding their bikes on the sidewalks rather than sharing the road with automobiles that are going 45 and above is testament to the fact that many people just do not feel safe even in the bike lanes on this road. My phone conversations escalated after the installation of the Wheatland/Swingwood lights. It is now extremely difficult to make a left hand turn out of our driveway during the morning and evening rush hours. Our situation is further complicated by the fact that the Swingwood lights are so close to our entryway and in reality made things much worse with the merging of those 2 lanes. That has caused many drivers to rush for that single northbound lane, honk at us for slowing down in order to make a right hand turn and there have even been times that they slam on their brakes if they were distracted by being on a cell phone or just not paying attention to the traffic ahead of them. It is very upsetting having an impatient and irritated driver behind you and each time that happens one wonders will this be the day I am rear-ended?

I was disappointed to hear that a motion was previously taken to not lower the speed to 40. I feel any reduction in speed that ODOT would authorize would be more beneficial than none at all, for it is a start, should we, in the future want to reduce the speed even more along this section of North River Road. I also feel reducing the speed to 40 will make a difference. As the old saying goes "Every little bit helps".

So I am appealing to you to put yourselves in our situations - listen to what we are going through on a daily basis, why we feel Safety is a very real and major concern, why we feel the new lights at one of our most complex and busy intersections causes so much frustration, why we have made changes to our entryways and driveways, why the City Staff listened to our concerns and requested that the speed be lowered and last but not least, why ODOT did authorize a reduction of speed. North River Road is no longer a rural highway going north to the City limits. The changes on North River Road are very real given all the growth out in this area of Kelzer. It is time to reduce the speed for the safety of your citizens living in this north section of Kelzer. This decision is in your hands. Please don't let us down.

Thank you.

Submitted by: Joleen Vohland
6390 River Rd. N.E.
Kelzer, Oregon 97303-4311

3939437

TO: KEIZER CITY COUNCIL

FROM: GREG MCVEY 938 HESTLETON Lp N. KEIZER

SUBJ: River Rd SPEED REDUCTION

I Feel the 45 MPH ZONE NORTH OF Lockhaven is AN APPROPRIATE SPEED ZONE. I have LIVED AND WORKED IN KEIZER for many years. THE Roadway has BEEN IMPROVED many times, always making it better.

I LIVED AT the NORTH END of the city OFF OF PARK meadow for over 8 years AND NEVER had trouble WITH THE SPEED WHEN I had to ACCESS or LEAVE River Road. People have good visibility AND A center median.

It has been stated in the newspaper that the transition from the two lane NORTHBOUND to the single lane NORTHBOUND is too short and dangerous; I haven't seen this to be a problem. Maybe, we should look at RESTRIPING it and extending the transition AREA.

I have extensive experience IN TRAFFIC CONTROL. I have maintained

and Built traffic signals for over 32 years. I was a Marion County Reserve Deputy for about 9 years, patrolling Keizer many times. I have sat on Keizer's Traffic Safety Committee and am currently on the Urban Renewal Board.

People are evidently happy with the 45 mph zone. The example of the 85th percentile speed evaluation shows that. If people are only 47 1/2 mph for the 85th percentile it shows it is a good speed. I have been told there is not hardly any history of accidents in this area. I believe it, because I can't remember seeing any during my 8 years going to and from home.

In closing, Please leave it alone. Find some other place to spend your time and money

Thank you

Greg McLeod

Reducing the Speed Limit River Road N. and Wheatland Rd.

Attitudes About Speeding

Many drivers admit to speeding in residential areas. Their reasons for speeding include:

- Being behind schedule and wanting to make up for lost time;
- Being unaware of the absolute danger to pedestrians and bicyclists;
- And trying to keep up with other traffic.

Our culture is becoming one that promotes speeding – giving it a generally positive social image. Most drivers do not think speeding is a particularly serious or dangerous offense, except in areas where children might be present. Drivers tend to overestimate their driving skills and underestimate the risks of crashing.

Speed-related collisions are considered “accidents” when in reality, they are “serious crashes”

Some of the reasons for concern associated with speeding in this area are:

- It makes citizens fear for children’s safety;
- It makes pedestrians and bicyclists fear for their safety;
- It increases the seriousness of injuries to other drivers, passengers, pedestrians, and bicyclists struck by a vehicle.

Speeding increases the risks of crashes and injuries for several reasons:

- The distance it takes to stop the vehicle is greater.
- Crashes are more severe at higher speeds.
- Speeding endorses aggressive driving behavior (road rage).
- Speeding and traffic crashes on rural roads/highways is becoming an acceptable form of lawlessness.

Speeders are disproportionately involved in vehicle crashes. Speeding is a contributing factor in about one-eighth of **ALL** crashes and in about one-third of all **FATAL** crashes.

Our goal as a community should be one that encourages motorists to slow down and enjoy our city, not – “*how do we get traffic through town quicker.*” If motorists want through quicker, let them travel I-5. There are several exits that make that a reality.



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: Judy McLee

Address: 1030 Redmont N.E.

Subject or Agenda Item Number: Sewer surcharge

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: _____

Terry Kephart

Address: _____

4350 Verda Ln. NE

Subject or Agenda Item Number: _____

Verda Lane

Speed reduction

Your Comments:

Proponent ☒

Opponent _____

General _____

Date _____

8-16-04

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: JIM CATHEY

Address: 1834 JONATHAN CT N.
KEIZER OR.

Subject or Agenda Item Number: VERDA LN.

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:

Cynda Astley

Address:

2475 Center St NE
Salem

Subject or Agenda Item Number:

POWER Program

Your Comments:

Proponent _____

Opponent _____

General _____



Date

8.16.04

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:

Marsha Clark

Address:

3788 3rd Ave N

Subject or Agenda Item Number:

Skate Park
Event

Your Comments:

Proponent _____ Opponent _____ General ☒

Date

8-16-04



PUBLIC HEARING SIGN UP SHEET

Agenda Item: 5c
Ordinance Setting Water Rates

Time: 7:00 pm

Place: Robert L. Simon Council Chambers

Please Print

[illegible]



**Agenda Item: 5a
River Road Speed Reduction**

Place: Robert L. Simon Council Chambers

Please Print

NAME	ADDRESS	GENERAL	PROPOSENT	OPPONENT
ART PROKOITZ	7315 WHEATLAND RD N		☒	
GODWIN VON MEER	3905 Ridge Road NW			☒
SUSAN KEEN	7448 Kayla Street		☒	
Young Ling Wen TH	CES 1023 Meadowridge			☒
JOLEEN VON LAND	6390 River Rd NE			



Agenda Item: 5b
Resolution – Certification of Street
Lighting District Assessments

Place: Robert L. Simon Council Chambers

[illegible]