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
WORK SESSION

Monday, August 7, 2006
5:45 p.m.
Robert L. Simon Council Chambers
Keizer City Hall, Keizer, Oregon 97303

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCUSSION**

   a. **City of Keizer Public Works Department Strategic Plan**

4. **ADJOURN**

CITY OF KEIZER
OFFICE OF THE DIRECTOR OF PUBLIC WORKS

DATE: July 24, 2006

TO: Mayor Lore Christopher
Councilor Richard Walsh
Councilor Jim Taylor
Councilor Jackie Moir
Councilor David McKane
Councilor Chuck Lee
Councilor Troy Nichols
City Manager Chris Eppley

FROM: Rob Kissler
Director of Public Works

SUBJECT: Public Works Strategic Plan – Final Draft

Attached is the final draft of the Public Works Strategic Plan for your review in preparation for our August 7 work session at 5:45 p.m. in Council Chambers. The draft plan has been revised based on discussion during our last work session. The revisions are highlighted in yellow in the attached documents and are summarized below:

- Population projections have been revised (page 7 of the plan). The consultants obtained updated population and employment projections from the Council of Governments and calibrated the Strategic Plan document to the Regional Transportation System Plan published in June 2005. This data more clearly reflects the significant (47%) growth of the 1990's and the projected growth of 24% from 2000-2030.

- The comparison of funding vs. inventory growth has been clarified (page 8 of the plan).

- Key policy issues for City Council discussion have been highlighted in the Executive Summary, as well as in the draft plan. I look forward to discussing these policy issues with you during the work session on August 7.
    - Parks organizational structure and funding.
    - Implementation of the Stormwater Management Plan.
    - Development of a growth management strategy.
    - Development of a succession plan for City staff.

Background

Keizer has been one of the fastest growing cities in Oregon during the past decade. Population and employment growth, demographic changes, fiscal constraints and new state and federal mandates have placed increasing demands on the City to provide public works services to the community.

The City's leadership recognized that a strategic plan was needed to position the Public Works Department (PWD) to provide the best possible services to the community. The Department contracted with Nyquist and Associates to help the organization assess and adjust to a changing environment, align services with community needs, and define strategic goals that can be implemented over the next 15-20 years.

The Future of Keizer

Keizer's City Councilors, other civic leaders and stakeholders articulated the following vision and key issues for Keizer over the next twenty years:

- **Livability**: Keizer's unique location and small size means it will continue to be an "edge city" providing a higher quality of life at a lower cost than neighboring cities. Services such as parks, schools, roads, and clean water will continue to be important factors in Keizer's livability.

- **Changing Demographics**: The demographics of the community have changed with an increase in young families new to the City, resulting in increased demands for services, particularly parks and transportation amenities. The demand for increased public works, parks and recreational services must be balanced with the desire to keep Keizer an affordable, livable city with a small-town feel.

- **Growth**: [redacted] Without an expansion of the Urban Growth Boundary (UGB), Keizer's growth will occur as infill, which increases density and may threaten the livability that residents currently enjoy. Keizer needs to take a regional approach in planning for and managing growth.

- **Business Climate**: [redacted] Utilizing the livability of the community to attract an educated workforce will in turn attract business including high-tech, professional services and retail.

- **Regulatory Mandates**: New mandates are expected from local, state, and federal regulatory agencies that will require a higher level of service, and expense, for the Stormwater, Water and Sewer systems.

Public Works Department Profile

- **Five business areas.** The Keizer PWD has five principal business areas: Parks, Stormwater, Transportation, Sewer and Water. The Department has managed proactively by developing facility master plans, controlling costs, developing staff skills and utilizing the expertise of neighboring jurisdictions.

- **Lean operation.** Compared with six other Oregon cities, Keizer provides services more economically and with a leaner organization. Keizer's property tax rates, system development charges and utility fees (except sewer) were lowest among comparable cities.

- **Great customer service.** During the strategic planning process, customers and stakeholders repeatedly praised PWD staff for providing great customer service, being sensitive to community needs, and creatively stretching limited funds. However, stakeholders cautioned that funding and staffing shortages are limiting the Department's ability to respond to the community's needs, especially in the areas of Parks, Stormwater and Transportation.

Key Strategies for the Future

Keizer PWD will pursue the following strategies to meet the demands of growth, changing demographics, and new regulatory mandates while maintaining Keizer's livability and supporting its healthy business climate:

- **Plan for Growth:** The City must develop a strategy to manage the projected population growth over the next 25 years. Growth management options include infill developments resulting in increased density and/or planning for eventual expansion of the UGB. PWD will proactively plan infrastructure improvements to serve development and manage the impacts of growth.

- **Provide a Stable, Affordable Funding Base:** PWD will work with City Council to develop a comprehensive funding strategy for transportation, stormwater, and parks that could include increased fees, development of new revenues, lobbying efforts, and regional partnerships. PWD will develop investment strategies that honor the philosophy of affordability while providing infrastructure that supports growth and quality of life.

- **Strengthen Regional Partnerships:** Many of the issues and opportunities facing the City of Keizer are also important to the quality of life in the region. Keizer PWD will strengthen its already healthy regional partnerships and look for opportunities for joint sponsorship of developments including parks, trails, stormwater, transportation, sewer and water facilities.

- **Educate and Involve the Public:** While PWD receives high marks from the public, citizens are generally unaware of the problems and opportunities facing PWD over the next 20 years. PWD will educate the community about unmet infrastructure needs, explain options and trade-offs, and work with City Council and the community to develop solutions that meet the public's expectations.

Key Policy Issues

To begin initial implementation of the Strategic Plan, the Public Works Department will involve the other City departments and City Council in developing policy direction on four key issues:

- **Parks Organizational Structure and Funding.** The demand for parks and recreational services has grown significantly as younger families increase in Keizer. The City has taken steps to respond to this demand by acquiring more land for parks. The majority of park land, however, is undeveloped, and the City does not offer a recreation program. The Parks program is presently managed as a collateral duty of the Public Works Department and is seriously understaffed. All of the comparable cities surveyed for this plan had a more fully developed Parks program and managed it as a separate department. PWD is currently updating the Parks and Recreation Master Plan to provide a road map for future development of the parks system. PWD will work with City Council to evaluate options for managing the Parks system and to determine an appropriate organizational structure to manage the program by 2008.

- **Implementation of Stormwater Management Plan.** PWD has proposed a Stormwater Management Plan that is currently under review by the Oregon Department of Environmental Quality. The Plan identifies control measures and best management practices (BMPs) to meet regulatory requirements. Since the regulatory review process is delayed, it is recommended that PWD proactively implement aspects of the Plan that will enable the City to prevent pollution, protect waterways and set standards for development. PWD will work with City Council to develop policy direction for stormwater management, including consideration of a funding mechanism, in 2007.

- **Growth Management Strategy.** Keizer is currently built out to the urban growth boundary (UGB), and significant population increases are expected. The development choices made by the City will have a significant impact on Public Works and will require careful planning to develop an adequate, economical infrastructure system. The City must choose whether, and if so when, to separate from the Salem UGB and expand it, or to continue to pursue an infill-only policy. PWD will provide input to the Community Development Department and City Council to develop a growth management strategy by 2007-2008.

- **Succession Planning.** A significant number of key City staff members, including Public Works staff, will be eligible to retire in the coming decade. To prepare for the future, the PWD will work with Human Resources and the City's Management Team to recommend a succession planning strategy for City Council's approval by 2009.

[1] 2030 SKATS Regional Transportation System Plan, MVCOG, June 2005

Draft [redacted]

Keizer Public Works Department Strategic Plan

[redacted]

This document is the 2006 Strategic Plan of the Public Works Department of the City of Keizer, Oregon. It maps out a twenty-year vision and mission for the department, identifies the values held by City staff and stakeholders, delineates goals by service area, and sets out a plan of action for achieving the Department's mission, vision, and goals. An Environmental Scan, attached as an appendix, summarizes key issues, trends, and opportunities that served as input to developing this plan.

About the City

The City of Keizer is the second largest incorporated city in Marion County and the 14th largest city in Oregon with a population of 34,737 in 2005. The City is located in the North-Central Willamette Valley, bordered to the south by the City of Salem, the State Capitol. Settled by pioneers who immigrated to the Oregon Territory in the mid-1850s, Keizer was incorporated as a city in 1982, and has been one of the fastest growing cities in the state in the past decade. The city increasingly attracts newcomers because of its pleasant suburban neighborhoods, affordable housing, good schools, strong youth organizations and relatively low tax rates and fees.

Keizer is an "edge city," largely residential with increasing commercial and industrial facilities. The largest sectors of Keizer's employment base are retail and professional services. The population is growing – [redacted].[1] Keizer's growth is explained in part by its unique location between Portland and Salem along Interstate 5 and the Willamette River, providing access to cultural and recreational opportunities in the larger cities while maintaining its own small-town identity.

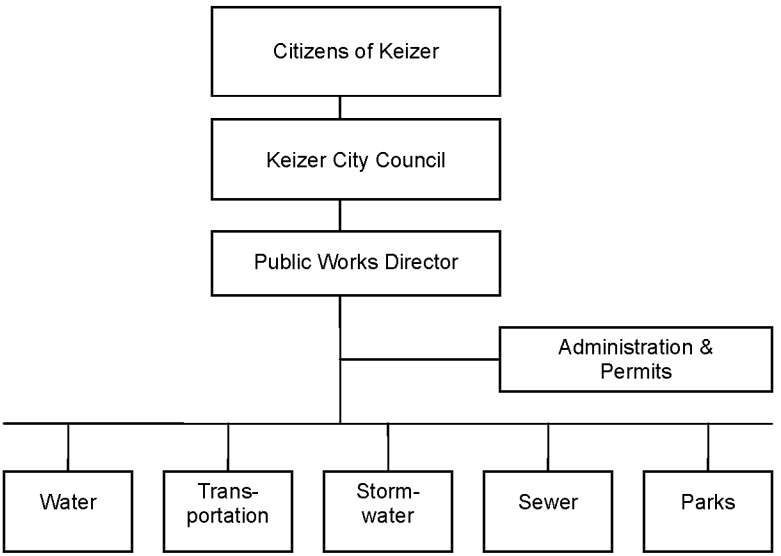
About the Public Works Department (PWD)

The Keizer Public Works Department (PWD) is the second-largest department of Keizer city government (after police), with 17 full-time permanent employees. PWD has five principal business areas:

- Ensuring a safe, clean drinking water supply for Keizer residents.
- Ensuring the safe removal of stormwater from city streets.
- Providing sanitary sewer facilities and services.
- Managing the city's street system.
- Maintaining the city's parks and trails.

[redacted]

PWD is headed by a department manager, a superintendent and two supervisors. There are also thirteen field staff and a permits specialist. The department is housed in two buildings: Keizer City Hall and the Public Works Building at 641 Chemawa Street NE.



The Keizer community has long enjoyed a reputation of being an affordable, livable city with a small-town feel. A number of factors, including population and employment growth, demographic changes, fiscal constraints and state and federal mandates, place increasing demands on the City to provide public works services to support a growing, vibrant community. Looking forward, the City's leadership recognized that a deliberate planning effort was needed to ensure that the Public Works Department is positioned to provide the best possible services to the community as it develops toward a desired future.

Scope of Work

The strategic planning process provided an opportunity for the staff of the Public Works Department to rise above the day-to-day business demands to plan the course and direction of the organization for the next 15-20 years. The strategic plan is a management tool that helps the organization assess and adjust to a dynamic, changing environment. It presents broad, strategic goals that focus the organization's energy to achieve the best possible future outcome for the community. The objectives for the planning process were:

- To examine trends, opportunities and challenges in the community and region to position Keizer Public Works Department for the future.
- To align Keizer Public Works Department services with the community's needs and expectations.
- To identify strategic goals that the Keizer Public Works Department can implement over the next 15-20 years.

Approach

The Keizer Public Works Department contracted with Nyquist & Associates, Inc., a management consulting firm with extensive background in the field of public works, to develop a strategic plan for the organization. A small team of staff members worked with the consultant to provide project guidance.

Since the Department places high importance on customer relations, the planning process was designed to obtain extensive input from customers and business partners. Two recent (2004 and 2005) citizen surveys provided insight into citizens' service priorities, and the consultants conducted over 25 stakeholder interviews involving Keizer's elected officials, boards and committees, City staff, business leaders, other agencies, and contract service providers.

The Strategic Planning Process and Timeline

December 2005	Define Objectives & Outcomes
Jan/March 2006	Conduct Environmental Scan to identify internal strengths and weaknesses and external opportunities and challenges • *Review existing planning efforts, including facility master plans and customer surveys* • *Conduct stakeholder interviews* • *Compare Keizer's services with other cities*
April/May 2006	Define Strategic Issues Develop Strategic Direction for the Department • *Define a future vision* • *Develop mission statement* • *Identify core values* Develop operational goals and strategies to achieve the vision
May/June 2006	Publish the plan and inform stakeholders

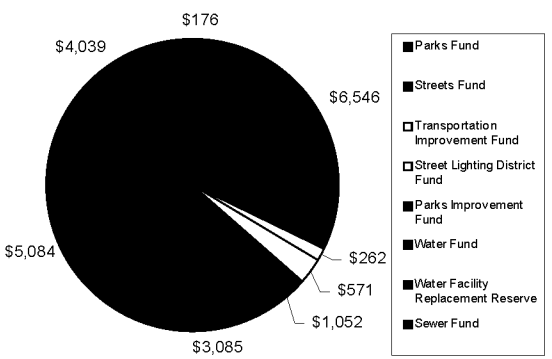
Financial

Keizer PWD has five principal business areas: Water, Sewer, Stormwater, Streets, and Parks. Nearly 40% of the budget is allocated to maintenance, operations, and improvements to the Water system, another 33% supports Transportation services, and 19% provides Sewer services. Only 6% of PWD's budget is allocated to Parks maintenance, and 2% funds Street Lighting. There is no separate budget for Stormwater. PWD's total budget expenses, including operating and capital, are summarized in Figure 1 below.

On the Revenue side, bond proceeds for system improvements comprise 26% of the budget. Water and sewer fees together comprise another 30%. Fund balance and interest make up nearly one-fifth of the budget. The remaining 25% is split between the state highway fund transfer, SDC's, grants, and other miscellaneous revenue. City Council recently decided to allocate 2.5% of General Fund revenue to support Parks services.

The Department's total budget is summarized below:

Figure 1. Keizer PWD FY05-06 Total Budget ($K)



Funding for Public Works services are provided from a variety of sources:

Parks **– City general fund (including property tax revenues)**

Streets **– State gasoline tax**

Water **– Water utility fee**

Sewer **– Sewer utility fee**

Stormwater **– No dedicated fund. Currently supported by gas tax.**

System Management

The Department proactively manages operations and maintenance of the City's infrastructure systems. Facility master plans have been developed for all major systems and are updated on a regular basis. The Department is scheduled to update its Parks System Master Plan in response to the recent significant growth in

the Parks land inventory and public demand for more park facilities and recreational services.

The Department's service model utilizes a small base of staff with versatile skills, supplemented by contracts with private sector service providers and intergovernmental service agreements with neighboring jurisdictions. This has helped the Department manage a significant increase in demand while keeping costs low. However, resources have not kept pace with demands.

Public Support

The City of Keizer conducted citizen surveys in 2004 and 2005 to help determine city goals and priorities. Citizens consistently ranked growth as the most important issue for Keizer. With regard to Public Works:

- Transportation – Traffic congestion ranked second only to crime prevention in growth-related concerns in both surveys.
- Customer Service – Public Works and Reception/Utility Billing received the highest rating for customer service (2005).
- Water – Clean, safe drinking water ranked highest of all city services in importance and customer satisfaction (2004).
- Parks – Citizens indicated a desire to double funding for parks and recreation services (2004).

Stakeholder feedback during the strategic planning process was remarkably positive about the Public Works Department. Citizens cited PWD's customer service orientation, and particularly the way PWD staff provides personalized customer service. Keizer citizens often know PWD staff by name and repeatedly cited their professionalism, responsiveness and sensitivity to community needs. Stakeholders consistently observed that the Department does an excellent job with very limited resources. The only significant weakness observed by stakeholders is that staffing levels are too low to keep up with the growing demands, particularly in the area of Parks services.

City Comparables

As part of the environmental scan, the consultants compared Keizer's services and rates to those of six other Oregon cities: Albany, Lake Oswego, Salem, Tualatin, Tigard, and Woodburn. The criteria for selecting these cities were:

- Among the list of comparable cities regularly used by the City of Keizer
- Located in the Willamette Valley along the I-5 corridor
- Population within 10,000 of Keizer's

This comparison showed that Keizer provides services more economically and with a leaner organization than its counterparts. Keizer's property tax rate was just over half of the next-highest city's and less than one-fourth of Lake Oswego's. Keizer's utility rates were lowest among all cities for all utilities except sewer. Its System Development Charges (SDC's) were also lowest among all cities compared.

City of Keizer Public Works
Comparison to other jurisdictions

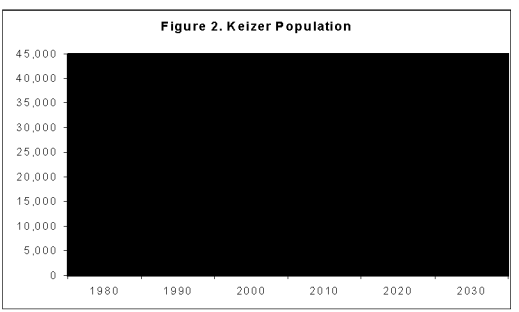
	Keizer	Albany	Lake Oswego	Salem	Tigard	Tualatin	Woodburn
Staff	14	79.2	99.1	317	64.25	20.75	57.62
SDC	$4,513	$7,584	$11,590	$10,830	$12,049	$11,977	$10,151
Monthly fees	$47	$68	$55	$48	$43	$52	$68

Key Issues and Trends

Several key issues and trends emerged in the research conducted in support of this plan. The Environmental Scan in the Appendix provides additional detail on these findings.

Growth: Keizer's *population* increased 47% during the decade of the 1990's [redacted] on Cherry Ave., N. River Rd. and Keizer Station.[2]

- Growth will place increasing demands on public works and parks infrastructure, requiring additional resources for expansion, operation and maintenance.
- The Department has developed public facility plans for water, sewer, stormwater, streets and parks that forecast needed expansion and modernization efforts.
- Traffic will increase as a result of development and increased I-5 oriented trips. Traffic congestion will increase on Keizer's arterial streets such as River Road, Lockhaven, Chemawa and parts of Verda Lane and Cherry Avenue.



Affordability: As Keizer has grown, the demographics of the community have changed to include newcomers who expect more services. Keizer's leadership is working to strike a balance between honoring the long-standing philosophy of affordability while providing adequate funding for basic

[redacted]

infrastructure services that protect the environment and the cherished livability of the City.

Regulatory Mandates: Local, state and federal governments prescribe standards that public works agencies must comply with to protect health, safety and the environment. Regulatory standards are expected to increase in the future, with no funding identified for implementation.

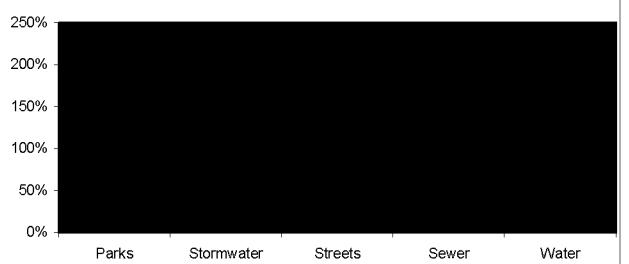
Space: Due to lack of space in City Hall, PWD is housed in two separate buildings, creating communications issues with each other and with other City staff. PWD also requires additional space for its tools and equipment.

Succession planning needed: Most senior managers in the City, including PWD, are within five to ten years of retirement. Their expertise is often cited as a key strength of the department. The potential retirement of these managers risks the loss of significant institutional memory.

In-house v. outsourcing: Keizer's strategy has been to outsource functions wherever possible to private firms or neighboring municipalities. As Keizer grows and its levels of service increase, economies of scale may suggest bringing some of these operations in-house.

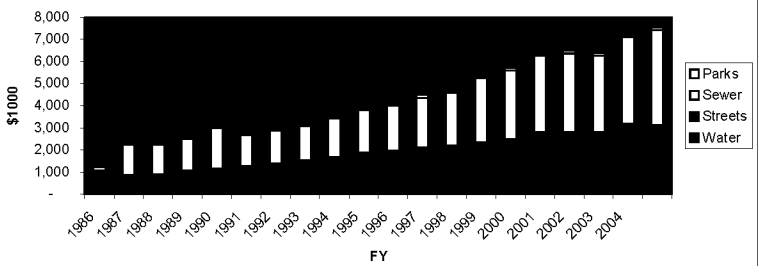
[redacted]

Figure 3.
Inventory Increase 1985-2006



However, with the exception of streets, PWD's actual operating expenses have risen at a slower rate, rising about 1½ to 1.8 times since 1986. Adjusted for inflation, Keizer's funding has not kept pace with increased inventories, system use, and inflation. However, the fact that Keizer's facilities are fairly young in relative terms has helped keep maintenance and repair costs low.

Figure 4.
Keizer DPW Operating Budget History



Funding will continue to be a challenge in the future as growth pressures, an aging infrastructure and greater regulatory standards will continue to increase costs faster than revenue. The Department will need to educate the community about the unmet infrastructure needs, develop comprehensive funding strategies and inform the community about the options and trade offs.

Summary of Fiscal Outlook

Service Area	Fiscal Outlook	Potential Strategic Issues
Parks	Current funding is not adequate to support capital and maintenance needs	▪ Parks acreage is growing in size by 2 ½ times ▪ High citizen demand for increased services ▪ Capital and maintenance efforts not keeping pace with needs
Stormwater	Current funding is not adequate to support capital and maintenance needs	▪ Capital and maintenance efforts not keeping pace with needs ▪ Increased regulation is expected
Transportation	Current funding is not adequate to support capital and maintenance needs	▪ Congestion is a concern as population and development increase ▪ Planning for future rehabilitation
Sewer	Adequate if rates keep pace with cost increases	▪ Services are currently provided by City of Salem ▪ Planning for system replacement ▪ Meeting future regulations
Water	Healthy if rates keep pace with cost increases	▪ Planning for system replacement ▪ Meeting future regulations

To be a recognized Public Works Department dedicated to the health, safety, and welfare of the city we serve, working to ensure the quality of life and preservation of resources for future generations. We keep our community affordable and modern while maintaining our identity.

"Focused on our community"

Keizer Public Works Department is a professional, dedicated team that proudly serves the community by effectively and efficiently building, operating and maintaining quality, safe and secure public facilities.

1. **Customer service**. We provide friendly, responsive service that is sensitive to the needs of the community. We go above and beyond what is expected to serve the public.

2. **Teamwork**. We work together as a team. We treat each other with mutual respect and support each others' efforts to do a high quality job.

3. **Resourcefulness**. We find innovative solutions, value flexibility and take calculated risks when necessary to provide the best possible service.

4. **Trust**. We value an open, communicative environment. Staff is empowered to make decisions and exercise sound judgment.

5. **Professionalism**. We are professionals who perform to the highest standards of quality and conduct. We are reliable and dedicated, take initiative, and pursue pro-active, preventive solutions. We enjoy our work, our jobs, and our team.

6. **Integrity**. We value honesty and candor in our relationships with each other, City staff, officials and the public. We place a high value on integrity and always do what is best for the community.

Background

Keizer's Parks footprint has expanded rapidly in recent years, with total acreage increasing 213% over the past 20 years. In FY2006 alone, parks acreage increased 150%, from 85 acres to 212 acres. However, most of this park land is undeveloped, with few recreational facilities and no City recreational programs.

Parks funding comes from the General Fund and System Development Charges. Council has allocated 2.5% of the General Fund to Parks maintenance. However, this decision occurred before the rapid growth in parks acreage. Only one full-time staff person is devoted to parks maintenance year-round.

Parks maintenance is the one service area of PWD in which citizens expressed disappointment in a citizen survey, and stakeholders expressed a desire for greater recreational opportunities, facilities, and services. With the growth in regional population expected in coming years, particularly among younger families, this demand will only increase. In short, Keizer's parks and recreation program is underdeveloped and in need of focused attention.

Future Focus

- **Demand for recreation services.** Recreation is emerging as a key new service demand, creating the need for development of new parks acreage to include more recreational facilities.

- **Organizational structure.** Keizer must address staffing needs and determine how Parks and Recreation should be structured within the organization.

- **Preservation of open space.** There is a unique opportunity to secure land in the region for open space, parks, and recreational facilities before that land is developed for housing or commercial uses. How Keizer approaches this opportunity will have a big impact on the community in the future.

- **Regional planning.** Keizer should take a regional approach to planning parks and recreation facilities, taking advantage of opportunities to connect regional and local park facilities by trails and ensure public access to the Willamette River. These opportunities will require regional cooperation with strategic partners at all levels of government.

- **Funding.** City Council designated 2.5% of the City's General Fund to support the Parks program. While this allocation establishes a funding base, it is not adequate to support the dramatic growth in parks acreage or the demand for more parks facilities and recreational programs.

Parks Goals

- Develop parks facilities and offer recreational opportunities to serve the community.

Parks Strategies[3]	Begin	End
⇒ Develop a Parks Level of Service Plan.	2006	2007
⇒ Develop a Parks and Recreation Master Plan.	2006	2007
⇒ [redacted]	2008	2008
⇒ Secure funding for Parks and Recreation facilities and programs for the future.	2008	2009
⇒ Develop Recreation programs.	2009	2019
⇒ Build Parks facilities to support program goals.	2009	Ongoing

[redacted]

[3] **Fiscal years, unless noted. E.g. "2007" means FY2006-07.**

[redacted]

Background

The natural drainageways in Keizer – the Willamette River, Claggett Creek, and the Labish Creek – are the backbone of the drainage system. The existing stormwater infrastructure is not adequate to handle heavy rain events, resulting in ponding in many areas of Keizer. In addition, state and federal regulations are placing increasing demands on the City to manage the quality of stormwater runoff.

Future Focus

- **Stormwater Management Program**. Keizer has defined a Stormwater Management Program (SWMP) to comply with federal regulations. The proposed SWMP identifies control measures; best management practices (BMPs) and strategies for operating and maintaining underground injection controls (UICs), also known as sumps. The SWMP has been submitted to the Department of Environmental Quality (DEQ) for review. DEQ hopes to complete review of the application and issue permits by the end of 2006. Keizer PWD should consider updating the 1982 Drainage Master Plan and implementing BMPs proactively.

- **Funding** has not been identified to support implementation of Keizer's stormwater program. Keizer should consider implementing a drainage utility fee, which is a common funding mechanism for stormwater programs in other Oregon cities.

Stormwater Goals

- Implement the Stormwater Management Plan now to protect the environment and comply with state and federal regulations.

- Update and implement a Stormwater Master Plan to provide a stormwater system to meet the needs of Keizer for the future.

Stormwater Strategies	Begin	End
⇒ Develop Level of Service plan for stormwater.	2007	2008
⇒ [redacted]	2007	2010
⇒ Update Drainage Master Plan and prepare for future regulatory requirements.	2008	2009
⇒ Develop funding for stormwater services.	2008	2009

[redacted]

Background

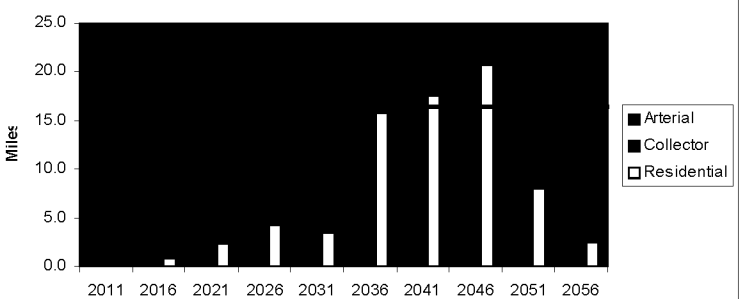
Keizer's transportation system is currently in good condition and serves the community with minimal congestion. However, as Keizer continues to grow and develop, improvements to the transportation system are needed to manage congestion and upgrade substandard street and sidewalk facilities. Funding for transportation services is currently provided by Keizer's share of the State gas tax. This revenue source has not kept pace with inflation and increased demands and is not adequate to meet Keizer's future needs.

As the following table shows, Keizer's current street preservation program (based on an annual average from 1996-2005) is keeping pace with industry average deterioration rates.

Miles of:	Arterial	Collector	Local
Annual Deterioration	0.2	0.2	1.5
Preservation Program	0.4	0.5	2.4

Keizer's street preservation program, if continued, will prevent costly future repairs. The following graph depicts the potential deterioration of Keizer's transportation infrastructure if scheduled preservation efforts are *not* implemented.

Figure 5. Major Road Deterioration Forecast



Future Focus

- **Managing traffic congestion**: Keizer will need to develop a comprehensive approach to managing traffic congestion for the future as local infill development and growth in the region will increase traffic demands on Keizer's street system. Since regional traffic patterns impact Keizer, the City will need to participate actively with its regional transportation partners to develop a transportation plan that provides facilities that serve both Keizer and the region. In conjunction with regional planning, the City needs to develop an effective arterial and collector street system to handle peak hour traffic demands and minimize cut-through traffic on local residential streets.

- **Upgrading substandard facilities**. Streets and sidewalks in some of Keizer's older neighborhoods were not constructed to City standards. The City will need to develop a plan to upgrade substandard streets and sidewalks to provide facilities that are safe and economical to maintain and operate.

- **Funding** will be a critical element in accomplishing transportation goals, as the current funding mechanism, the State Gas Tax, does not provide enough resources to address both system maintenance and expansion. Keizer will need to work with regional partners to develop funding strategies to develop and support a transportation system that serves both Keizer and the region effectively.

Transportation Goals

- Manage traffic congestion at level of service "D"[4] or lower.

- Improve substandard streets and sidewalks along major transportation routes to provide safe facilities that are economical to maintain.

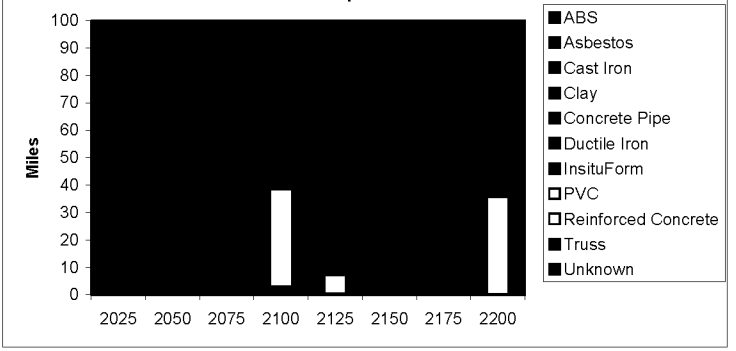
Transportation Strategies	Begin	End
⇒ Develop a Level of Service Plan for transportation.	2007	2008
⇒ Identify projects to meet the Transportation System Plan.	2007	2008
⇒ Develop a congestion management plan to include: • North I-5 Access • Interchange management planning for Chemawa • 3rd bridge across the Willamette • Arterial street system • Alternative transportation, including transit	2008	2020
⇒ Improve substandard streets and sidewalks along major transportation corridors.	2011	2020
⇒ Develop a transportation funding strategy with cooperation of regional partners.	2010	2011

[4]**Level of Service D is considered by the city to be approaching capacity. The influence of congestion becomes more noticeable with average delays in the range of 25.1 – 40 seconds per vehicle. Groups of vehicles may have to wait through more than one green signal.**

Background

Keizer currently contracts with City of Salem through an intergovernmental agreement (IGA) to maintain the Sewer collection system, provide treatment, and bill customers. Salem has been performing satisfactorily, and the IGA reduces the City of Keizer's liability for costly system failures. Keizer is currently in the process of renewing the IGA with the City of Salem and forecasting needs for future system rehabilitation or replacement.

Figure 6.
Keizer Sewer Replacement Schedule



Future Focus

- **Update sewer master plan.** The 1994 Sewer Master Plan should be updated to provide the Public Works Department with better information with which to manage the system. A cost of service study should be completed every five years and rates adjusted accordingly.

- **Plan for capital improvements.** The City of Keizer needs to ensure that long-range capital improvements are planned to preserve its significant investment in the Sewer collection system infrastructure.

Sewer Goals

- Provide sewer services at the most affordable rate possible.
- Ensure adequate system capacity to support Keizer's growth.

Sewer Strategies	Begin	End
⇒ Continue Intergovernmental Service Agreement with City of Salem.	2007	ongoing
⇒ Develop level of service plan.	2007	2008
⇒ Keep utility rates and systems development charges current, affordable and equitable.	2007	ongoing
⇒ Identify and prioritize capital improvement requirements.	2007	ongoing

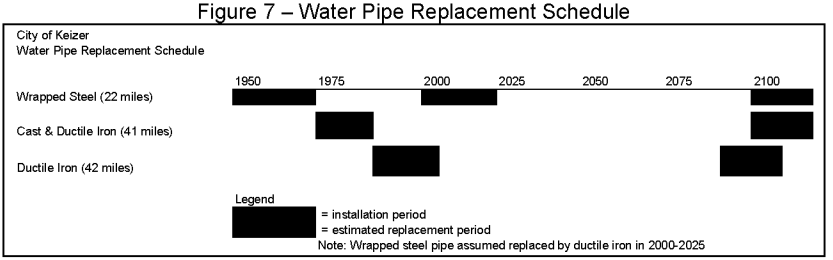
Background

Keizer's water source is a large, underground aquifer that supplies water to 14 wells serving the City. Drinking water currently meets or exceeds all state and federal standards. Citizens rank the water system as the City's highest priority service and also register high levels of satisfaction with the City's management of the system. Keizer's water bills were lowest when compared with 12 other comparable Oregon cities in 2004.[5]

Water supply and storage systems are adequate to meet current needs and future needs are planned for in the water system capital improvements plan. The PWD updates the cost of service study annually and adjusts the rates accordingly to meet operating and capital needs.

The water distribution system consists of wrapped steel, cast and ductile iron. The wrapped steel piping should be planned for replacement by 2025 with ductile or cast iron. The remaining inventory of cast and ductile iron should be planned for replacement beginning around 2080.

Figure 7 – Water Pipe Replacement Schedule



Future Focus

- **Regulatory Requirements**. The City currently meets regulatory requirements for the water system. The PWD is working closely with regulatory agencies to assess the impact of upcoming federal regulations governing disinfection and storage systems for groundwater, ensuring the security of the system, protecting water

[5] 2004 Water Rate Comparison, monthly residential water bills based on 1,000 cubic feet of consumption: Albany $39.16, Oregon City $25.57, Ashland $20.52, Portland $22.49, Bend $15.59, Corvallis $17.48, Salem $19.64, West Linn $12.69, Gresham $23.44, Wilsonville $30.82, Woodburn $21.42, Lake Oswego $19.35, Keizer $11.20 - source City of Keizer.

quality from contamination by stormwater, and developing treatment and testing strategies to protect the quality of the water supply.

- **Backup Water Supply**. The City currently has an intertie with the City of Salem's water system that provides a reciprocal backup source for both communities. The City should consider increasing the capacity of the intertie to accommodate growth in the communities.

- **Funding**. The City currently adjusts water rates annually to provide for ongoing operations and needed capital improvements. The City should continue this practice to ensure that the water system continues to meet the needs of the community and is able to keep pace with regulatory requirements.

Water Goals

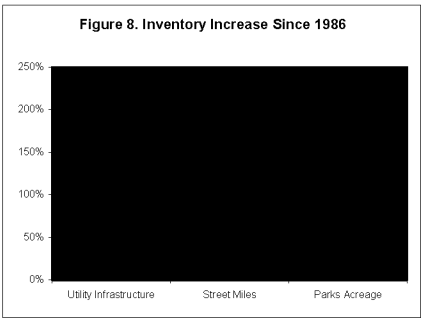
- Implement Water Master Plan capital improvements to provide the community with an adequate supply of safe, clean drinking water now and for the future.

Water Strategies	Begin	End
⇒ Develop a level of service plan for water.	2007	2008
⇒ Keep water rates current to support operations and implementation of the capital improvements plan.	2006	annually
⇒ Increase capacity of existing intertie with Salem to 10 mgd to provide backup water supply.	2010	2011
⇒ Develop a source water protection program	2007	2010

STRATEGIC FOCUS AREA 6: PUBLIC WORKS DEPARTMENT

Background

Some issues affect all of PWD's service areas. There has been significant growth in infrastructure inventories in the past 20 years:



- Utility infrastructure (water, sewer, stormwater) increased an average of 69%
- Street miles increased 51%
- Parks acreage increased 213%.

Funding and staffing levels have not kept pace with growth and regulatory mandates, and continued growth in the community will place increasing demands on the Public Works Department (see pages 7-9).

Future Focus

- **Organizational Structure:** PWD's organizational structure may require revisions to ensure it is designed to meet the challenges of growth. A determination must be reached on how to structure Parks & Recreation – as a Division in PWD or as a separate department. Engineering services are currently outsourced; however, the Department may need some in-house engineering support in the future.

- **Staffing**: PWD's inadequate facilities and staffing must be addressed.

- **Funding**: Long-term funding must be secured for provision of desired services, especially for parks, stormwater and transportation services. The City's role in the region affects funding and partnership strategies that will enable realization of Keizer's priorities.

- **Public Relations:** PWD will need the support of a well-informed citizenry as it deals with the issues of the future. While citizens give PWD high marks for performance, more efforts will be needed to educate constituents about public works issues and involve them in formulating solutions that will receive community-wide support.

Department-wide Goals

- Prepare PWD to meet the challenges of the future.
- Increase PWD's public visibility and better educate citizens about public works services.
- Secure funding to enable required improvements and achieve long-range goals.

Department-wide Strategies	Begin	End
⇒ Develop an operations manual.	2007	2007
⇒ Design an organizational chart for the next ten years.	2007	2007
⇒ Upgrade Public Works facilities to provide staff with modern, safe, efficient work space.	2007	2007
⇒ Co-locate staff with City Hall service partners.	2008	2008
⇒ Develop a staffing plan to meet PWD's future needs.	2007	2007
⇒ Develop a long-range plan for engineering services.	2008	2008
⇒ Utilize new technologies such as Geographic Information Systems to enhance service delivery.	2008	Ongoing
⇒ Develop a public relations and public education strategy.	2007	2007
⇒ Develop a public communications program.	2008	2008
⇒ Develop an outreach program to better communicate with key stakeholder groups.	2008	2008
⇒ Secure resources for visibility efforts.	2008	2008
⇒ Minimize life-cycle costs and add value in the build, operate, and maintenance cycle.	2006	Ongoing
⇒ Emphasize "quality over quantity" philosophy to employees, Council, and the public.	2006	Ongoing
⇒ Develop comprehensive funding packages that make sense to the public.	2008	2008
⇒ Develop regional partnerships to promote Keizer's needs.	2007	Ongoing
⇒ Develop a stronger relationship with Marion County Health Department to improve planning for water and groundwater quality and emergency response issues.	2008	Ongoing
⇒ Integrate local issues with larger regional issues to build regional buy-in and support for Keizer's needs.	2008	2020

[redacted]

Background

Because PWD is an important partner to other City departments and regional service providers, some key goals and strategies extend beyond PWD to the needs of the City as a whole. These initiatives would best be coordinated with City Council and other departments.

Future Focus

- **Growth.** Council will need to make a strategic decision in the next 5-10 years with regard to whether to expand the urban growth boundary and whether to pursue a separation of its UGB from Salem's.
- **Volunteerism.** Optimal use of volunteers could benefit many City departments, and this resource could be leveraged by a Citywide volunteer coordinator.
- **Succession Planning.** A large cohort of senior City managers will likely retire in the next five to ten years; a new generation of leaders and managers must be at the ready to efficiently and effectively deliver the needed services.
- **Emergency Management.** PWD is the lead agency in several Emergency Management efforts. Continued attention to roles and responsibilities is needed to ensure smooth operations in case of emergency.

City-wide Goals

- Identify strategies with City Council to meet the demands of Keizer's growth.
- Encourage and leverage volunteerism.
- Ensure the smooth succession of Keizer City government leadership.

City-wide Strategies	Begin	End
⇒ Manage infill development proactively.	2006	Ongoing
⇒ [redacted]	2007	2017
⇒ Develop a strategy to encourage and leverage volunteerism in the delivery of City services.	2007	2007
⇒ Consider a Citywide volunteer coordinator to maximize volunteer efforts.	2007	2008
⇒ [redacted]	2009	2009

[redacted]

KEIZER PUBLIC WORKS DEPARTMENT STRATEGIC PLAN

SUMMARY OF GOALS AND STRATEGIES

Goal/Strategy	2006	2007	2008	2009	2010	2011-2015	2016-2020
Strategic Focus Area 1: Parks ▪ **Develop parks facilities and offer recreational opportunities to serve the community**.							
Develop a Parks Level Of Service (LOS) plan	■	■					
Develop a Parks & Recreation Master Plan	■	■					
Determine organizational structure for Parks & Recreation*			■				
Secure funding for facilities and programs			■	■			
Develop recreational programs				■	■	■	■
Build Park facilities to support program goals				■	■	■	■
Strategic Focus Area 2: Stormwater ▪ **Implement stormwater management plan now to protect the environment and comply with regulations.** ▪ **Update and implement Stormwater Master Plan to provide stormwater system to meet future needs.**							
Develop LOS Plan for Stormwater		■	■				
Implement Stormwater management plan now*		■	■	■	■		
Update master plan & prepare for future regulations			■	■			
Develop funding for Stormwater services			■	■			
Strategic Focus Area 3: Transportation ▪ **Manage traffic congestion to level of service "D" or lower.** ▪ **Improve substandard streets and sidewalks along major transportation routes.**							
Develop LOS plan for Transportation.		■	■				
Identify projects to meet Transportation System Plan		■	■				
Develop a congestion management plan			■	■	■	■	■
Improve substandard streets & sidewalks on major routes						■	■
Develop a Transportation funding strategy with cooperation of regional partners					■	■	

	2006	2007	2008	2009	2010	2011-2015	2016-2020
Strategic Focus Area 4: Sewer ▪ **Provide sewer services at most affordable rate possible.** ▪ **Ensure adequate system capacity to support Keizer's growth.**							
Continue Intergovernmental Agreement with City of Salem		■	■	■	■	■	■
Develop LOS plan		■	■				
Keep utility rates and SDC fees affordable and equitable		■	■	■	■	■	■
Identify and prioritize capital improvement requirements		■	■	■	■	■	■
Strategic Focus Area 5: Water **Implement Water Master Plan capital improvements to provide Keizer with safe, clean drinking water.**							
Develop LOS plan for Water.		■	■				
Keep rates current to support operations and CIP	■	■	■	■	■	■	■
Increase intertie w/Salem to 10 mgd					■		
Develop a source water protection program		■	■	■	■		
Public Works Dept. ▪ **Prepare to meet challenges of the future.** ▪ **Increase visibility and educate citizens about PWD.** ▪ **Secure funding to enable required improvements and achieve goals.**							
Develop operations manual		■					
Develop organizational chart for next 10 years		■					
Upgrade Public Works facilities		■					
Co-locate w/City Hall service partners			■				
Develop staffing plan to meet PWDs future needs		■					
Develop long-range plan for engineering services			■				
Utilize new technologies to enhance service delivery			■	■	■	■	■
Plan a public relations and education strategy		■					
Develop public communications program			■				
Develop outreach program to communication w/stakeholders			■				
Secure resources for visibility efforts			■				
Minimize life-cycle costs	■	■	■	■	■	■	■
Emphasize quality over quantity	■	■	■	■	■	■	■

Develop comprehensive funding packages							
	2006	2007	2008	2009	2010	2011-2015	2016-2020
Develop regional partnerships							
Strengthen relations with Marion County Health							
Integrate local and regional issues to build support							
Citywide Partnerships ▪ **Identify strategies with Council to meet growth demands.** ▪ **Encourage and leverage volunteerism.** ▪ **Ensure smooth succession of Keizer government leadership.**							
Manage infill development proactively							
Develop strategy to leverage volunteerism							
Consider volunteer coordinator Citywide							

LOS = level of service

APPENDIX IV
Keizer Public Works Department
Strategic Plan
Environmental Scan Report – [redacted]

Introduction

The City of Keizer Public Works Department contracted with Nyquist & Associates, Inc. to develop a strategic plan for the Department with a 15-20 year planning horizon. The planning process included an environmental scan which consisted of a review of existing planning documents, analysis of financial information, comparison of services with other cities, and interviews of key stakeholders.

Interviews were conducted with the Department's key stakeholders to:

- Provide information about the planning process and Keizer Public Works Department, including an overview of the current situation, including summary financial information, key trends and issues.
- Conduct a SWOT analysis in which the stakeholders identified the external opportunities and threats facing the Department in the future and discussed the strengths and weaknesses of the Department.
- Determine the best method to keep the stakeholders informed about the planning process.

The consultants conducted over 25 meetings and interviews with the following key stakeholder groups to gain valuable input about the future of the Public Works Department:

- Keizer Boards and Commissions
- City Staff
- Business Leaders
- Youth Groups
- Other Agencies
- Suppliers
- Contract Engineers

The following document summarizes the key themes emerging from the Environmental Scan.

VISION

The following vision for the community was articulated by Keizer's leadership including City Council, Boards and Commissions and business owners.

- **Livability:** Keizer is a great place to live and raise a family. The small-town feel and the affordability and safety of the community draw residents who want an alternative to living in a larger city. Keizer is unique in that it is located on I-5 with access to the Willamette River and to the major population and cultural centers of Salem and Portland. Keizer will continue to be an "edge city" providing a higher quality of life at a lower cost than neighboring cities. Services such as parks, schools, roads, and clean water will continue to be important factors in Keizer's livability.

- **Changing Demographics:** Keizer was formed with the philosophy of providing efficient services at the least cost. The demographics of the community are changing, bringing about increased demands for services, particularly parks and other amenities as lot sizes are decreasing. The city will need to maintain a balance between meeting the desires of the community for increased public works and parks services, as well as the continued demand for affordability.

- **Growth:** [redacted] Keizer is currently built out to the Urban Grown Boundary (UGB). Without an expansion of the UGB, Keizer's growth will occur as infill, which increases density and may threaten the livability that residents currently enjoy. Growth pressures are occurring in both the commercial and residential sectors as developable land is very limited. Keizer needs to take a regional approach in planning for and managing growth.

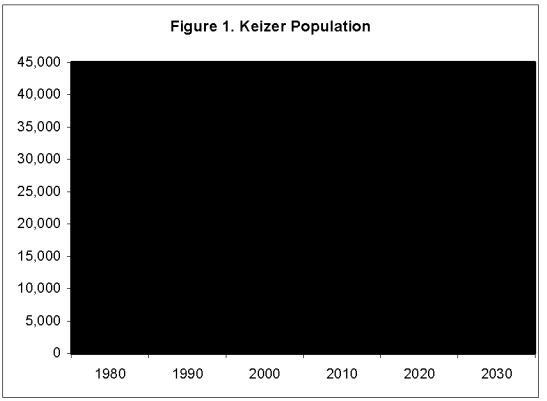
- **Business Climate:** [redacted] with most of the growth occurring as a result of Keizer Station, Chemawa Station, the sports area North of Keizer Station, and Keizer Village.[2] Keizer's leadership suggests a strategy of utilizing the livability of the community to attract an educated workforce that will in turn attract business including high-tech, professional services and retail. Expansion of the UGB would bring increased opportunities for business development and diversification of the economy.

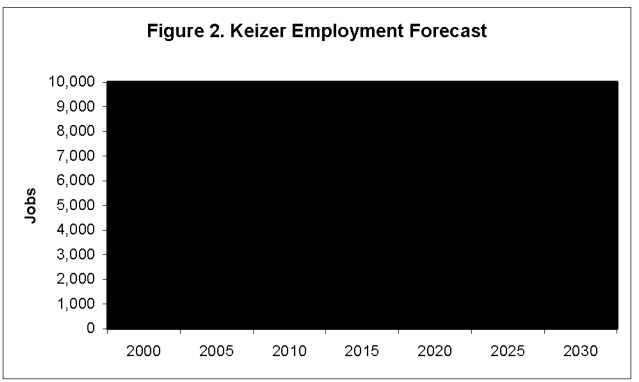
The following document summarizes input from all stakeholders.

[redacted]

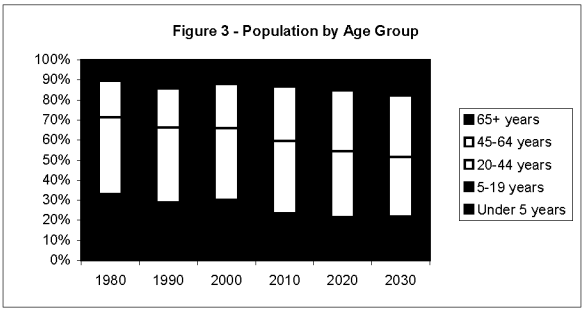
OVERARCHING EXTERNAL ISSUES FOR PUBLIC WORKS

- **Growth and livability:** Growth and livability are key issues for Keizer. Population increased 47% over the past decade (1990-2000) and is expected to grow 24% from 2000-2030 (see Figure 1). Employment is expected to increase 123% by 2030 with most jobs in the retail and service sectors. Keizer is currently built out to the Urban Growth Boundary (UGB). Unless the UGB is expanded, Keizer's growth will occur as infill, which will place more pressures on infrastructure systems, particularly transportation, stormwater and parks, potentially resulting in reduced livability. Keizer's leadership and business community acknowledges that it is critical to preserve and enhance livability by planning for growth, providing the infrastructure to support development, and creating regional partnerships that support a larger vision as well as serve Keizer's needs.





Keizer's population will continue to age as it grows, as Figure 3 illustrates. This is consistent with national trends. Keizer will need to keep this demographic in mind as it plans service offerings, particularly in transportation, parks, and economic development.



- **Affordability:** When Keizer was established in 1982, a philosophy was adopted to provide efficient government services at the lowest possible cost. Keizer has remained fiscally conservative as it has grown and as the demographics of the community have changed to include newcomers who expect more services. Keizer's leadership is working to strike a balance between honoring the philosophy of affordability while providing adequate funding for basic infrastructure services that protect the environment and the cherished livability of the City. The challenge for Public Works staff will be to work with City Council to craft smart investment strategies that will appeal to the fiscal conservatism of the community while providing infrastructure that supports growth and quality of life.

- **Funding:** Sufficient funding mechanisms are currently in place to support water and sewer services, as long as cost of service studies are done routinely and rates are adjusted accordingly. Transportation services are supported by the gas tax, which is inadequate to support operations, maintenance, and expansion of the system. Stormwater does not currently have an adequate funding source, and is faced with a looming funding liability to meet mandated stormwater management requirements. Parks services are currently funded by a 2.5% transfer from the general fund. While the general fund support has provided some stability, it is inadequate to meet the increasing demand for development of new parks and recreation services, as well as maintenance of existing facilities.

  The City will need to develop a comprehensive funding strategy for transportation, stormwater, and parks to include increased fees, development of new revenues, lobbying efforts, and regional partnerships. While Keizer citizens place a high value on affordability, they also have a history of supporting revenue measures when they understand what they are paying for.

- **Educating the public – telling the public works story:** The Keizer Public Works Department does an excellent job in managing the infrastructure system with very limited resources. The staff is very resourceful and uses good judgment in setting priorities. They also receive high marks for customer services, sensitivity to the community and willingness to work with partners to achieve win-win solutions. The Department needs to educate the community about the unmet infrastructure needs, explain the options and trade-offs, and market itself to develop the trust of the public.

OVERARCHING INTERNAL ISSUES:

- **Space:** PWD is housed in two separate buildings, creating communications issues with other City staff. There is not sufficient space in City Hall for all of PWD staff. Nor is there sufficient space in the PWD building for all of the staff and equipment. Further, PWD staff in the City Hall building are physically separated from one another and from Community Development staff. In particular, the Permits Specialist needs to be colocated with CD staff.

- **Coordination with CD and Police:** City staff identified Community Development and Police as the two departments with whom PWD needs to improve communication and coordination, both in day-to-day operations (permits, police) and in long-term planning (CD).

- **Succession planning:** Most senior managers in the City are within five to ten years of retirement. This is true of PWD as well. Their expertise is often cited as a key strength of the department. The retirement of these managers risks the loss of significant institutional memory. Succession planning is needed to ensure smooth transitions and the transfer of knowledge to the next generation of Keizer city managers.

- **In-house v. outsourcing:** Keizer's strategy has been to outsource functions wherever possible to private firms (e.g. Engineering) or neighboring municipalities (sewer operations to City of Salem, paving to Marion County). Usually this makes sense as Keizer's size and "edge" city status make this more cost-effective than creating its own organization in-house. As Keizer grows and its levels of service increase, however, economies of scale may suggest bringing some of these operations in-house. A review of outsourced services would help to determine if and when that would be advantageous to the City.

PARKS:

- **Green spaces:** As the city's population grows in size and density and lot sizes shrink, demand is growing for more public greenspaces to keep the city livable.

- **River access:** The Willamette River is viewed as an important public amenity. As development consumes open space along the river, public access to the river is becoming a greater concern.

- **Neighborhood parks:** New families are moving in to Keizer's neighborhoods, often from cities where developed parks with play amenities are treated as fundamental government services. Keizer's parks often are "hidden," undeveloped, and located on the otherwise least desirable land in a development. The City must address the gap between expectations and current service levels in coming years.

- **Trails:** The current system of trails for bikes and pedestrians is incomplete and in places disconnected and underdeveloped. Existing local and regional facilities are often underutilized due to inaccessibility. Keizer has the opportunity to leverage local and regional facilities and resources via targeted investments to expand and improve its trails system. Examples include the "Hooley Hoop" to use trails and a multi-purpose bridge to connect parks and trails on both sides of the river with nearby Willamette Mission State Park.

- **Recreation:** With the increased demand for developed parks comes a concomitant demand for recreation programs. Facilities that create opportunities for organized play require staff or partner agencies to run them.

- **Parks Master Plan Update:** The Parks Master Plan is over ten years old and predates much of Keizer's growth in population and parks acreage. A new master plan is needed to provide direction to this quickly changing activity of the Public Works Department.

- **Funding:** Council has established a policy that allocates 2.5% of the General Fund to Parks. This amount is still inadequate for the desired level of Parks services. Some urban renewal funds may come available after the completion of Keizer Station but this would still leave many development priorities as well as parks maintenance and recreation underfunded.

- **Collateral Duty:** Parks is currently a collateral management duty of one of the Public Works Supervisors with management responsibility for critical systems. As such will always be a lower management priority. Consideration should be given to the proper management structure and visibility for parks in Keizer in the coming decade.

STORMWATER:

- **Regulatory mandates:** Keizer has defined a Stormwater Management Program (SWMP) to comply with federal regulations. The proposed SWMP identifies control measures, best management practices (BMPs) and strategies for operating and maintaining underground injection controls (sumps). The SWMP has been submitted to the Department of Environmental Quality (DEQ) for review. DEQ hopes to complete review of the application and issue permits by the end of 2006. Keizer PWD should consider updating the 1982 Drainage Master Plan and implementing BMPs proactively, such as:
  - Inventorying and registering UICs
  - Developing strategies to address Willamette River Total Maximum Daily Load (TMDL) requirements for bacteria and temperature.
  - Considering flow and hydrology in permitting decisions.
  - Shading and restoration outside of stormwater permit.

- **Funding:** Funding has not been identified to support implementation of Keizer's stormwater program. Keizer should consider implementing a drainage utility fee, which is a common funding mechanism for stormwater programs in other Oregon cities.

TRANSPORTATION:

- **Third Bridge:** Adding a third span across the Willamette River is a key priority for not just Keizer but the entire region. The bridge is needed to ease traffic congestion across the Willamette.

- **Congestion:** Congestion is increasing with the growth in population in Keizer and north Salem. The Transportation System Plan predicts that peak hour traffic will increase by 1,877 in Keizer Station and 2,683 overall.

- **North access to I-5:** Also a key congestion issue, enhancing access to Interstate 5 in the northern end of Keizer will be needed to accommodate growth in that area. About half of predicted congestion increases are I-5 oriented.

- **Transit:** Transit needs are growing with density. The second-largest transit route in the region serves Keizer's River Road. Like other cities, Keizer cannot build its way out of congestion; demand must be managed.

- **Higher Standards:** Keizer's citizens are increasingly demanding full-service roads and facilities. Curbs, sidewalks, drainage systems, and pedestrian crossings are no longer viewed as "extras" but as essential amenities in the transportation system. Higher standards mean higher construction and maintenance costs in the future.

- **Areas not built to standard:** Some older streets in Keizer were not built according to current standards, most before the city was incorporated. Keizer faces the issue of how to bring these streets up to current standards and how to pay for it.

- **Stable funding:** In the short run, population growth will continue to create transportation funding growth due to the state distribution formula. In the long run, once growth levels off, the system is built out, and the system begins to age, maintenance and replacement costs will increase faster than revenues. A long-term stable funding source is needed.

SEWER:

- **System management:** Keizer currently contracts with City of Salem to maintain the collection system, provide sewer treatment, and bill customers. Salem has been performing satisfactorily. Some stakeholders have suggested that Keizer PWD

should perform maintenance and operation of the collection system and billing to give the Department more control and provide a larger base of public works staff that would give the department more flexibility. In considering this issue, the Department should consider the overall cost of liability for system failure, equipment, and staffing. The 1994 Sewer Master Plan should be updated to provide the Department with better information with which to manage the system.

- **Funding:** A cost of service study should be completed every five years and rates adjusted accordingly. The 1994 Sewer Master Plan needs to be updated.

WATER:

- **System management:** Keizer's water source is a large, underground aquifer that supplies water to 15 wells serving the City. Drinking water currently meets or exceeds all state and federal standards. Citizens rank the water system as the City's highest priority service and also register high levels of satisfaction with the City's management of the system. Keizer's water bills were lowest when compared with 12 other comparable Oregon cities in 2004.[3]

- **Supply and storage** is adequate to meet current needs. Future supply needs can be met by optimizing and modifying existing wells and adding 3 more wells and 2 reservoir/pump stations. Keizer has a reciprocal agreement with Salem to provide/receive water in event of system failure.

- **Meeting regulatory requirements:** The Environmental Protection Agency (EPA) is scheduled to promulgate new regulations requiring installation of disinfection and storage systems for groundwater in August of 2006. Water systems are required to comply by August of 2009. The PWD should work closely with State Health to assess the impact to Keizer's water system. Additionally, federal regulations may be adopted in the future governing cross-connection programs. Keizer currently has a good cross-connection program, but may need to make minor adjustments to meet new regulations in the future.

- **Security:** The 2004 Source Water Assessment Report identifies that the water system is highly sensitive to contamination. Keizer PWD should take appropriate measures to ensure the security of the water system to protect water quality, which may require decommissioning some underground injection controls (sumps) to prevent groundwater from being contaminated by stormwater.

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[3] 2004 Water Rate Comparison, monthly residential water bills based on 1,000 cubic feet of consumption: Albany $39.16, Oregon City $25.57, Ashland $20.52, Portland $22.49, Bend $15.59, Corvallis $17.48, Salem $19.64, West Linn $12.69, Gresham $23.44, Wilsonville $30.82, Woodburn $21.42, Lake Oswego $19.35, Keizer $11.20 - source City of Keizer.

- **Funding:** The 2002 cost of service study identified that current water rates are not adequate to meet projected requirements, including implementation of an $8.1 million capital improvement program. The PWD updates the cost of service study annually and adjusts the rates accordingly to meet operating and capital needs.

EMERGENCY MANAGEMENT:

The Keizer Police Department coordinates emergency planning and response for the City of Keizer. The Public Works Department is the lead agency on 5 out of 11 potential disasters and provides support to police and fire on the remaining events. The Department utilizes its own emergency operations center (EOC) for management of major events, but coordinates closely with Marion County's EOC and has mutual aid agreements with the County and with Salem. Keizer PWD performed well in managing past emergencies and is well prepared for the future. The Department should:

- Continue to monitor the dike system along the Willamette River and regularly update the flood plan.

- Continue to participate in regional exercises and coordinate with Marion County to apply for homeland security funding and develop an interoperable communications system.

- Support Marion County's Disaster Mitigation Plan, which makes provisions for the City of Keizer. The Disaster Mitigation plan helps to ensure continued availability of federal funding for disaster relief.

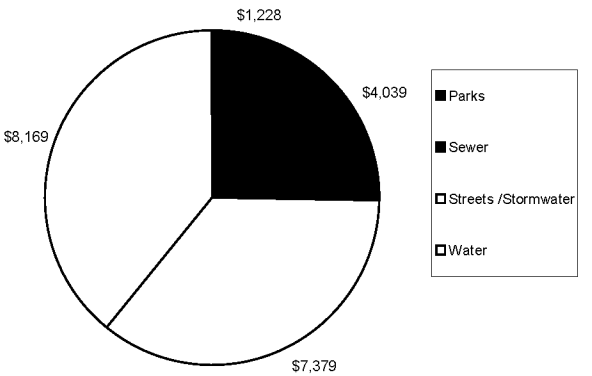
- Continue to keep its disaster preparedness plan current and train staff in NIMS ICS.

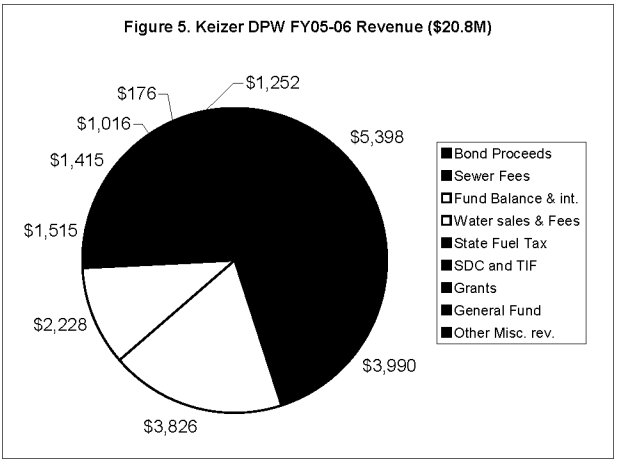
BUDGET, FINANCIAL STRATEGY

Keizer PWD has four principal business areas: Water, Sewer and Stormwater, Streets, and Parks. Nearly 40% of the budget is allocated to maintenance, operations, and improvements to the Water system, and another 35% goes to Streets. Only 1% of PWD's budget is allocated to Parks maintenance. PWD's total budget expenses, including operating and capital, are summarized in Figure 4 below.

Figure 5 breaks out the revenue side of the budget. Bond proceeds for system improvements comprise 26% of the budget. Water and sewer fees together comprise another 30%. Fund balance and interest make up nearly one-fifth of the budget. The remaining 25% is split between the state highway fund transfer, SDC's, grants, and other miscellaneous revenue. The General Fund contributes only 1% of PWD revenue, for Parks maintenance.

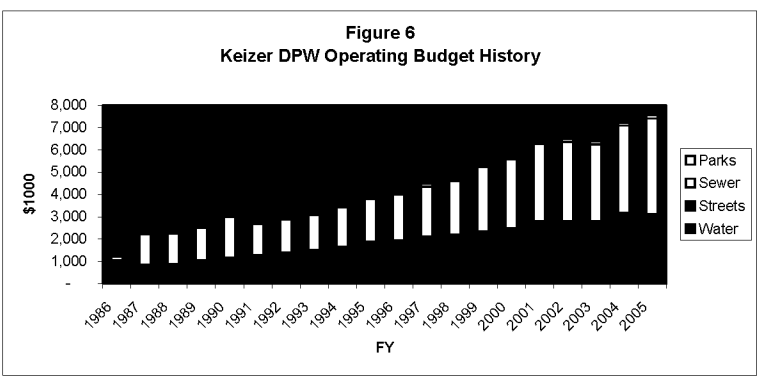
Figure 4
Keizer DPW Total Budget by Function ($K)





Operating Budget History

Over the last 20 years, the portion of the operating budget allocated to Water has remained relatively constant at about 23%. Sewer operations and maintenance, however, has increased from 52% of the budget to 58%, while Streets has fallen from 25% to 19%. Parks has increased only slightly, now at just under 2%, up from 1.2% in 1986.



These trends are reflected on the revenue side. The area of largest revenue growth is sewer revenues, which increased from $1.4 million in 1987 (their first year of collection) to $3.6 million in 2005. Street funding increased from $380,000 to $1.65 million. Water revenues increased from $760,000 to $1.95 million. The General Fund allocation for Parks increased nearly fourfold, from $16,000 to $61,500, but still lagged behind property tax revenues, which increased more than six-fold over that time from about $350,000 to nearly $2.6 million.

The principal reasons for these increases are: (A) inventory growth, (B) population growth (and resulting increased use of the systems), and (C) inflation. Inventories have increased over 50% in most cases and Keizer's population has increased nearly 75% since 1986. Combined with compounded inflation, these two factors alone would suggest a 200% increase in costs. However, with the exception of streets, PWD's business area expenses have risen at a slower rate than this, rising about 1½ to 1.8 times since 1986. Adjusted for inflation, Keizer's funding has not kept pace with increased inventories, system use, and inflation, as illustrated in the table below. However, the fact that Keizer's facilities are fairly young in relative terms has helped keep maintenance and repair costs low.

Table I.
Keizer Inventory Growth vs. Budget

		1985	2006	Inventory Increase	Funding Change adjusted for Pop. Growth and Inflation
Parks	Acres	67.9	212.6	213%	174%
Stormwater	Miles of Pipe	28.95	54	87%	3%*
	Catch Basins	840	1595	90%	
Streets	Lane Miles	134.6	203.5	51%	-15%
	Centerline Miles	67.3	96.4	43%	
Sewer	Miles of Pipe	67.58	103.97	54%	3%*
	Connections	5,861	9,984	70%	
Water	Miles of Pipe	63	105.23	67%	1%
	Connections	5,861	9,984	70%	

Inflation assumed at 3% per year since 1986
Population increased 79% since 1986

* Sewer and drainage budgets are combined

SUMMARIES OF FACILITY MASTER PLANS

PARKS

Park System Development Plan, May 1992

- Plan provides policies and direction for improving park and recreation services to meet anticipated growth. Plan needs to be updated.
- Keizer currently has 90 acres of parkland and will be adding 140 acres for Keizer Rapids Park.
- Keizer does not have a recreation plan or service.
- Funding is inadequate to manage existing facilities and to develop the system to meet future needs.
- Various park-specific master plans exist – status of implementation unclear.

Park System Development Charge Update, July 2000

- SDC rates based on estimated capital facility costs per capita based on number of persons per dwelling unit. How have the growth projections held up? Is there a need to update the SDC rates?

STORMWATER

NPDES Phase II Stormwater Management Program, February 2004

- PWD has submitted their application to DEQ for review. Response is expected by end of 2006.
- A funding mechanism has not been identified to support the implementation of the program.

Keizer Area Drainage Master Plan, November 1982

- Plan is out of date and needs to be updated.
- Major drainage systems are Willamette River, Claggett Creek, and Labish Ditch. A system of pipes and ditches drain half of the City. The remainder of the City flows into dry wells or sumps.
- Issues include ponding, clogged dry wells, fine soils that drain poorly and water quality in Claggett Creek.

TRANSPORTATION

Transportation Systems Plan, September 2000, Amended May 2004

- Keizer is part of the Salem-Keizer Transportation Study (SKATS), which is governed by a policy body made up of elected representatives from Keizer, Turner, Salem, Marion and Polk Counties, Salem Area Mass Transit District, and the Mid-Willamette Valley Council of Governments. SKATS provides a forum for developing the Regional Transportation System Plan and for programming federal and state funding.

- Keizer is a member of Mid-Willamette Area Commission on Transportation (MWACT), which is an advisory body to the Oregon Transportation Commission.
- System is in good condition and is expected to meet City's present and future needs.
- Population expected to increase from 32,203 in 2000 to 42,571 by 2025. Most of the growth projected to occur between N. River and Wheatland Roads.
- Employment is expected to increase 64% by 2020 with most jobs in the retail and service sectors on Cherry Ave., N River Rd and Chemawa areas. Employment growth in East Salem could impact Keizer on Cherry Ave and N. River Rd.
- Build-out occurs sometime after 2010—moderate additional demands are expected. Increased traffic volumes may lower Level of Service (LOS) at some intersections, but overall street system should remain above LOS E contained in City policy.
- CIP projects are slated to complete bicycle-pedestrian connectivity.
- Gas tax supports O & M and provides half the needed revenue to construct capital projects. Remainder must be obtained from other sources. Other stable sources of funding need to be identified.
- Under consideration:
  - Future bridge across Willamette River
  - Belt-line concept for Salem/Keizer
  - Commuter rail to Portland
  - Transit Center in Keizer
  - Additional access to I-5

Keizer Transportation Systems Development Charge

- Peak-hour traffic will increase by 1,877 in Keizer Station; 2,683 in UGB; about ½ I-5 oriented.
- Most Keizer station CIP projects are not SDC-eligible. About $4.6M is eligible.
- SKATS model insufficient for estimating peak hour traffic operational and capacity conditions.

SEWER

Master Sewer Plan Update (March 1994)

- Sewer system is operated by City of Salem through intergovernmental agreement with City of Keizer. Salem is performing satisfactorily.
- Study projects need to build additional sewer lines in Basin 36 NE of the City.
- Rates should be reviewed and adjusted regularly to support long-term operation, maintenance and replacement needs.

WATER

Water System Master Plan Update (January 2001)

- Water storage is adequate for current needs, but will need to be increased in future

- Additional storage needed to meet current peak demands – 2 750,000-gallon storage facilities.
- Additional 250,000-gallon storage needed to meet 2020 requirements.

- Water source is adequate for current population but additional capacity is needed for growth. By 2020 average daily demand is 4.7 million gallons per day (MGD) and maximum daily demand is 14 MGD.
- Current groundwater sources are adequate to meet future demand. Future supply needs can be met by optimizing and modifying existing wells and adding 3 more wells and 2 reservoir/pump stations.
- Potential water quality issues:
  - Mandated groundwater treatment requirements may require replacement or modification of 3 vulnerable wells.
  - Wellhead protection program should be implemented.
- Hydraulics are adequate to meet current and future needs, but new commercial/industrial developments need to be analyzed individually to ensure adequate hydraulic capacity.
- Continue pipeline replacement program to replace steel pipe w/ductile iron.
- CIP – most improvements needed by 2010.
- Adequate funding has not been identified for CIP implementation.

Water Cost of Service Study, November 2002
- $8.1 million CIP identified.
- 2002 rates not adequate to meet projected requirements.
- Update should occur every 3-5 years – i.e. next update should be done soon.

Source Water Assessment Report, September 2004
- Report identifies that the water system is highly sensitive to a contamination event inside several of the Drinking Water Protection Areas. The system is also susceptible to viral contamination.

Annual Drinking Water Quality Report, 2004
- Drinking water meets or exceeds all state and federal standards.
- Keizer water bills are lowest when compared with 12 other Oregon cities.

FACILITIES

Civic Center Facility Plan, March 2004
- Recommends developing civic center at 930 Chemawa Rd.
- Projected construction costs range from $9.5M - $11.7M, depending on phasing options chosen.
- Funding package would require citizen approval of GO bonds.

EMERGENCY MANAGEMENT

- Keizer PWD is lead agency on 5 out of 11 potential disasters and provides support on remaining:
  - Is Keizer PWD appropriately resourced and trained?
  - Does Keizer PWD play an appropriate leadership role in emergency planning and management?
- PWD's needs to participate in regional emergency management planning and grant applications.
- Need to complete FEMA required NIMS training for staff.
- Does Keizer PWD play an appropriate role in regional and state emergency planning?
- Is Keizer PWD receiving appropriate share of available federal funding for emergency operations?

FACILITY CONDITION RATINGS

Streets

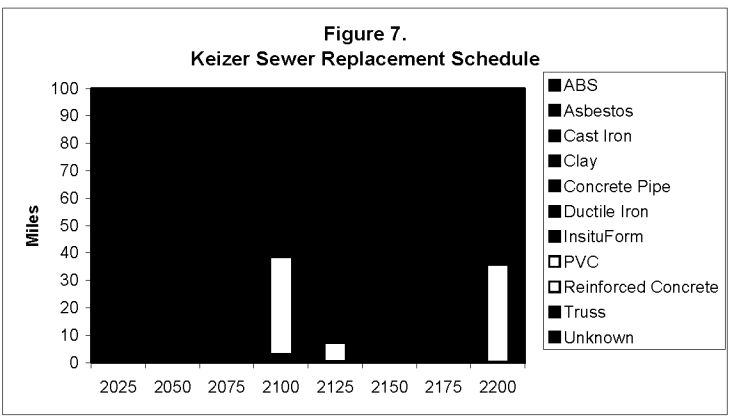
Facility Condition ratings are available for streets based on PWD's pavement rating program. The table below summarizes Keizer's street ratings. Nearly 95% of Keizer's streets are rated at or above Level III, "Good", the goal set by City Council.

Table 2
City of Keizer
Pavement Ratings

	Miles	Pct
I – Excellent	80.3	83.3%
II/III – Very Good/Good	10.8	11.2%
IV – Fair	5.0	5.2%
V – Poor	0.3	0.3%

Sewer

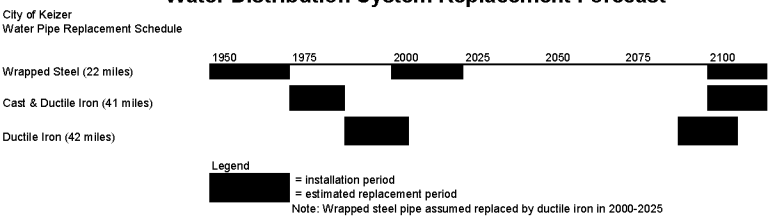
[redacted]



Water

The water distribution system consists of wrapped steel, cast and ductile iron. The wrapped steel piping should be planned for replacement by 2025 with ductile or cast iron. The remaining inventory of cast and ductile iron should be planned for replacement beginning around 2080.

Figure 8
Water Distribution System Replacement Forecast



SUMMARY OF COMPARABLE CITIES

As part of this environmental scan, the Strategic Planning Team compared Keizer PWD to other cities on a variety of benchmarks. Criteria for selecting cities for comparison were:

- Subset of Keizer's usual 10 comparator cities
- On the I-5 corridor
- Population +/- 10,000 from Keizer (with the exception of Salem)
- Part of a metropolitan area

In addition, Salem was included due to its proximity and importance to Keizer. The six cities selected were:

- Albany
- Lake Oswego
- Salem
- Tigard
- Tualatin
- Woodburn

Results of this comparison are given in the tables below.

Services provided: All six cities provide operations and maintenance services for water, stormwater, transportation, parks, and stormwater facilities. Tualatin and Tigard provide sewer services via an intergovernmental agreement with Washington County. Salem, Lake Oswego, and Albany have separate Parks departments.

Strategic Plan: None of the other cities' Public Works departments has a strategic plan. Albany has a city-wide strategic plan.

Facilities Inventory:
The following table summarizes the inventory of the various cities.

> **Water, Sewer:** As the table shows, Keizer's water and sewer systems are approximately the same size as Tualatin's and Woodburn's, about half of the size of Albany's and Lake Oswego's, and one-fifth to one-tenth the size of Salem's.
>
> **Stormwater:** As with water, Keizer's system is about the same size as Tualatin's and Woodburn's, about half of the size of Albany's and Lake Oswego's, and much smaller than Salem's.

Streets: By contrast, Keizer's street system is twice the size of Tualatin and Woodburn's, about 2/3 the size of Albany's, and about half the size of Lake Oswego's. Salem's street system is six times larger than Keizer's.

Parks: Keizer has the second-smallest Parks system, its recent additions placing it ahead of Woodburn but still well behind the other cities. Keizer has more neighborhood parks than Tualatin or Woodburn but has smaller individual parks on average than all of the other cities. Keizer has the smallest amount of developed parks acreage among all cities surveyed.

Support facilities: Keizer has many fewer vehicles and much less building space than its comparable cities.

Staffing and funding for each function are difficult to compare as each city has a different strategy for allocating staff between functions and whether activities are staffed in-house vs. outsourced. In general, Keizer "makes do" on a lower level of permanent, in-house staff for public works management than its comparable cities, opting to contract out many functions that other cities staff internally.

The one area in which it is clear that Keizer has opted to deliver a much lower level of service than its comparable cities is Parks. Keizer has the fewest number of developed acres of parks, the fewest employees, and the smallest budget for parks than any of the other cities compared.

Table 3
Inventory, Staffing, and Funding:
Keizer vs. comparable cities

	Keizer	Albany	Lake Oswego	Salem	Tigard	Tualatin	Woodburn
Population	34,737	45,360	36,075	147,225	45,500	25,465	22,065
Inventory							
Water							
Miles of pipe	105.23	190	235	1,045	215	87	77
# Connections	9,984	16,000	14,776	47,869	17,285	6,300	6,417
Budget ($1000)	*4,039*	*38,631*	*984.5*	*20,541*	*12,650*	*916*	*3,108*
Staff (FTE)	*10.5*	*20.5*	*6*	*64*	*16.5*	*5*	*13.4*
Sewer							
Miles of pipe	104	195	195	634	150	67	69
# Connections	9,984	16,000	11,991	54,552	15,000	4,291	n/a
Budget ($1000)	*3,085*	*22,905*	*801*	*25,724*	*1,474*	*229*	*4,284*
Staff (FTE)	*0*	*21.5*	*5*	*97*	*7.25*	*2.5*	*11.8*
Stormwater							
Miles of pipe	54	124	130	444	114	44	55.18
Miles of ditch		159	n/a	98	4.9	n/a	n/a
# drainage basins	1,595	10	43	12	4,100	12	2
Budget ($1000)	*in Streets*	*in Streets*	*397*	*4,578*	*1,289*	*278*	*in Transp*
Staff (FTE)	*in Streets*	*in Streets*	*3*	*9*	*7.25*	*in Sewer*	*in Transp*
Transportation							
Lane miles	203.5	311	370		276	120	119.4
Centerline miles	96.4			600	138	60	
Budget ($1000)	*6,546*	*11,668*	*664*	*17,152*	*868*	*338*	*9,096*
Staff (FTE)	1.5	8	5.3	51	7	2.5	16.3
Parks							
# Parks	20	32	27	43	11	7	15
Acres total	212.6	603	606	1,779	300	260	93.38
Developed	*57.7*	*386*	*200*	*638*	*179*	*114*	*68.97*
Undeveloped	*154.9*	*217*	*406*	*1,141*	*121*	*146*	*24.41*
Budget ($1000)	*176*	*4,659*	*3,924*	*4,600*	*1,001*	*923*	*467*
Staff (FTE)	1	29.2	52.3	42	10.75	7.75	5.62
Facilities							
# buildings	6	6	n/a	153	0	33	28
Total Square footage	26,247			291,626	11,030	88,000	148,834
Pub Wks Sq. ft.	3,340	44,000		42,067		n/a	n/a
Staff	1					3	
Fleet							
# vehicles	18	n/a	180	710	144	73	106
Engineering							
Budget *($1000)*	In depts	in depts.	2,350	8,761	1,790		1,187
Staff	0	in depts.	27.5	54	15.5		10.5

Funding sources

The table on the following page summarizes Keizer's funding sources and rates for each of its service areas. Keizer depends on essentially the same sources of revenue as its companion cities: user fees and SDC's for utility services, state highway funds (mostly gas taxes) and SDC's for transportation, and the General Fund and SDC's for parks.

Keizer's water rates are lower than the other cities', but sewer rates are second to the highest. Other cities, however, rely more heavily on Systems Development Charges (SDC's). Keizer's SDC's are lower than all six other cities' in all service areas. In addition, the City share of Keizer's property tax (which funds parks and other services) is by far the lowest among those surveyed – about half of the next-highest city (Tualatin) and about a third that of Albany, Woodburn, and Salem.

Table 4
Keizer vs. Comparable Cities
Taxes, User Fees, and System Development Charges

	Keizer	Albany	Lake Oswego	Salem	Tigard	Tualatin	Woodburn
Population	34,737	45,360	36,075	147,225	45,500	25,465	22,065
Avg. City Property Tax/Yr	**$231**	**$704**	**$1,035**	**$769**	**$443**	**$392**	**$706**
Water							
Avg. Monthly Bill	$11.20	$39.16	$21.01	$15.19	$19.04	$19.92	$27.55
SDC	$795	$1,921	$2,201	$3,629	$2,041	$2,863	$2,085
Principal Rev. source	UF, SDC	UF, IGA	UF, SDC	UF, SDC	UF	UF	UF
Sewer							
Avg. Monthly Bill	$36.22	$28.98	$23.52	$32.49	$17.81	$24.37	$39.95
SDC	$1,627[4]	$2,231	$2,006	$2,433	$2,635	$2,600	$2,977
Principal Rev. source	UF	UF	UF	UF	UF	UF	UF
Stormwater							
Avg. Monthly Bill	none	in sewer	$6.64	in Sewer	$4.00	$4.00	none
SDC	0	0	117	$390	$500	$275	$355
Principal Rev. source	UF	street fund	UF	UF, SDC	UF	UF	UF
Transportation							
Trans. User Fee	None	None	$3.75	None	$2.18	$3.42	None
SDC	$1,046	$1,632	$3,995	$1,528	$2,850	$2,851	$3,286
Principal Rev. source	SHF, SDC	SHF, SDC, fees	SHF, SDC, UF	SHF, SDC	SHF, TUF, TIF, SDC	UF, SHF	SHF, GF
Parks							
SDC	$1,045	$1,800	$3,271	$2,850	$4,023	$3,388	$1,448
Principal Rev. source	GF, SDC	GF, SDC	GF, SDC	GF, Grants, SDC	SDC, GF	GF	GF
Total							
Avg. Monthly Bill	$47	$68	$55	$48	$43	$52	$68
SDC	$4,513	$7,584	$11,590	$10,830	$12,049	$11,977	$10,151

Funding source codes:
- UF = User fees
- SDC = System Development Charge
- SHF = State Highway Fund
- GF = General Fund

[4] Sewer SDC's are not controlled by the citizens of Keizer. These fees are established and collected by the City of Salem, which provides sewer services to Keizer.

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 7, 2006

7:00 p.m.

Robert L. Simon Council Chambers

Keizer, Oregon

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. **RESOLUTION – Forming Griswold Partition Street Lighting District**
      ORDINANCE – Spreading Assessments to Griswold Partition Street Lighting District

   b. **RESOLUTION – Forming Brian Meadows Street Lighting District**
      ORDINANCE – Spreading Assessments to Brian Meadows Street Lighting District

   c. **RESOLUTION – Forming Jacobe Estates Street Lighting District**
      ORDINANCE – Spreading Assessments to Jacobe Estates Street Lighting District

   d. **RESOLUTION – Forming Iris Village Street Lighting District**
      ORDINANCE – Spreading Assessments to Iris Village Street Lighting District

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Authorizing the City Manager to Enter Into Option Agreement and Agreement of Purchase and Sale for Property Located at 2010 Chemawa Road N, Keizer In Connection With the Keizer Rapids Park (Buchanan)**

   b. **Review of Keizer Rapids Park Proposed Master Plan**

   c. **Request for Proposals – Civic Center Architect and Engineering Services**

7. **CONSENT CALENDAR**

   a. **RESOLUTION – Authorizing City Manager to Sign City of Keizer Public Works Local 320 Agreement**

b. **Approval of July 10, 2006, Work Session Minutes**

c. **Approval of July 10, 2006 Regular Session Minutes**

d. **Approval of July 17, 2006 Regular Session Minutes**

8. COMMITTTTEE REPORTS

a. **United Way – Mid Willamette Valley 2006 Campaign**

9. OTHER BUSINESS

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

a. **New Business or Old Business Issues**

10. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

11. AGENDA INPUT

August 14, 2006
5:45 p.m. City Council Work Session
***Work Session – Cancelled!**

August 21, 2006
7:00 p.m. City Council Regular Session
- **Street Lighting District Assessment – Public Hearing**
- **Certification of Delinquent Sewer Assessments**
- **Increase in Liquor License Application Fees Public Hearing**
- **Establishing Fees for Water Meter Sets Public Hearing**

September 5, 2006 (Tuesday)
7:00 p.m. City Council Regular Session

September 12, 2006 (Tuesday)
5:45 p.m. City Council Work Session
- **2006 City of Keizer Parks Tour**

September 18, 2006
7:00 p.m. City Council Regular Session

12. ADJOURNMENT

COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO GRISWOLD PARTITION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On November 3, 2004 the developer of Griswold Partition subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2004-1543 on November 15, 2004 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On April 18, 2005 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, was distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

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

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Griswold Partition Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2006-_____

FORMING GRISWOLD PARTITION STREET LIGHTING

LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of Griswold Partition Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's Report for Griswold Partition Street Lighting Local Improvement District; and

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

BILL NO._____ **ORDINANCE NO. 2006-_____**

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO GRISWOLD PARTITION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

a. The City Council did heretofore declare its intention to install street lights to serve an area known as Griswold Partition Street Lighting Local Improvement District which is described as follows:

> Griswold Partition - identified on the assessors map 07 3W 11AA – tax lot 3401 (3 lots) in the City of Keizer, County of Marion, State of Oregon;

which includes the installation of two (2) - 100-watt high pressure sodium flat lens luminaries mounted on six-foot long mast arms and attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Griswold Partition Street Lighting Local Improvement District.

b. The total initial estimated cost of Griswold Partition Street Lighting Local Improvement District is $165.66.

c. The per space/lot assessment formula was used for this district.

d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

e. Notice was duly mailed to the benefited property owners on July 14, 2006.

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

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

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

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

Section 2. ASSESSMENTS.

a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Griswold Partition Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Griswold Partition Street Lighting District Assessment Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Griswold Partition Street Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed the first annual assessment amount set opposite each respective description.

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

2 – Pole and 100 Watt Luminaries	$102.96
Engineering Costs	$42.00
Administrative Fee	$20.70
Total Estimated Assessments	$165.66

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

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

PRELIMINARY ASSESSMENT ROLL

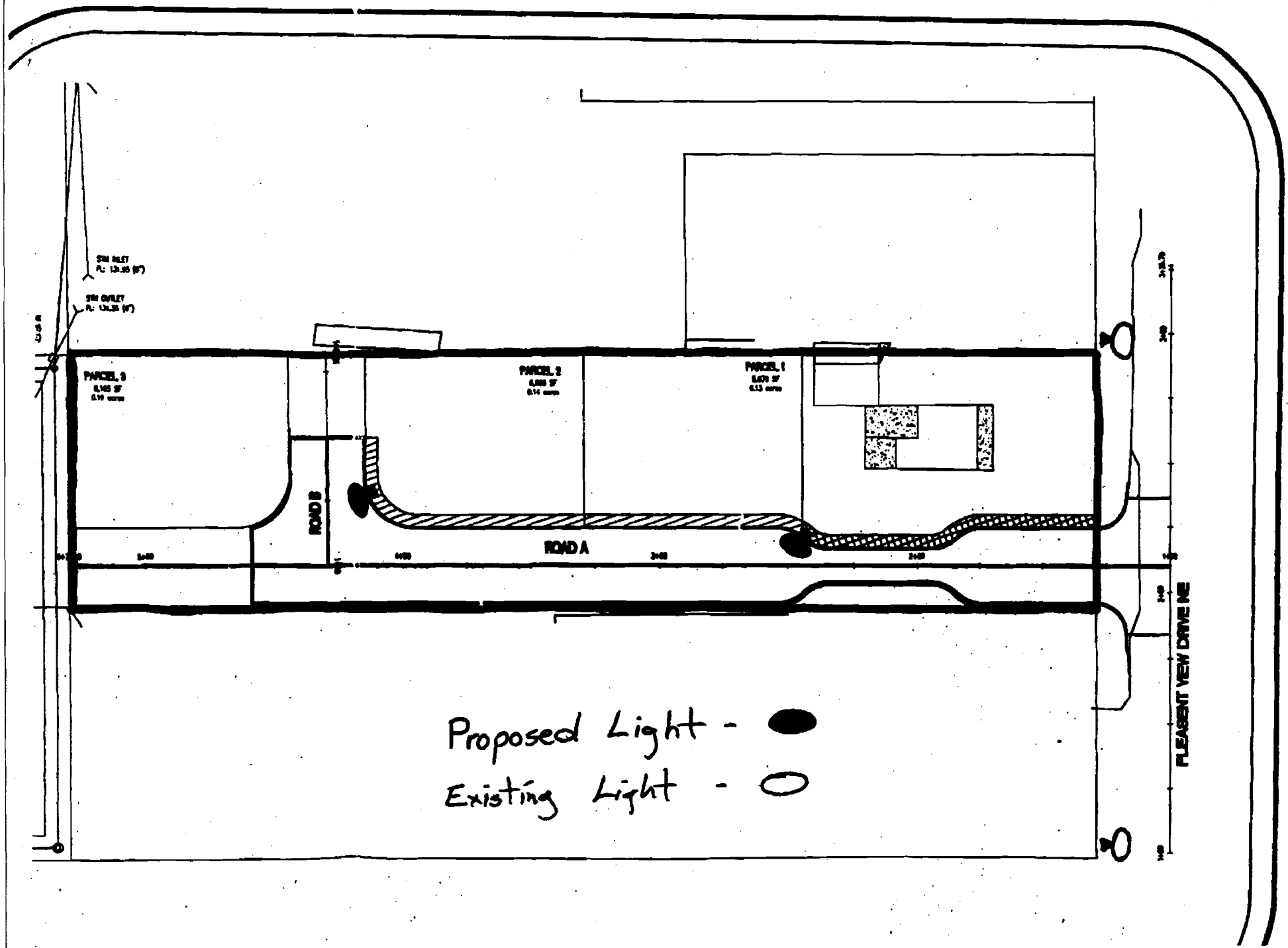
GRISWOLD PARTITION
STREET LIGHTING DISTRICT

*Assessors Map 07 3W 11AA

Tax Lot #:	Owners Name and Address	Cost per Lot	Lots	Assessment
3401	GRISWOLD, ROGER PO BOX 85 SALEM, OR 97308	$55.22	3	$165.66

TOTAL ASSESSMENT: $165.66

SITE MAP


PARCEL 3
PARCEL 2
PARCEL 1
ROAD B
ROAD A
PLEASENT VIEW DRIVE NE
Proposed Light - ●
Existing Light - O

COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO BRIAN MEADOWS STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On June 29, 2005 the developer of Brian Meadows subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2005-1615 on July 18, 2005 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On July 10, 2006 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, was distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

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

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Brian Meadows Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2006-_____

FORMING BRIAN MEADOWS STREET LIGHTING

LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of Brian Meadows Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's Report for Brian Meadows Street Lighting Local Improvement District; and

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

BILL NO._____ **ORDINANCE NO. 2006-_____**

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO BRIAN MEADOWS STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

a. The City Council did heretofore declare its intention to install street lights to serve an area known as Brian Meadows Street Lighting Local Improvement District which is described as follows:

> Brian Meadows - identified on the assessors map 06 3W 35DD and 06 3W 36CC – tax lots 35DD-7600 and 36CC - 5200 (22 lots) in the City of Keizer, County of Marion, State of Oregon;

which includes the installation of five (5) - 100-watt high pressure sodium flat lens luminaries mounted on six-foot long mast arms and attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Brian Meadows Street Lighting Local Improvement District.

b. The total initial estimated cost of Brian Meadows Street Lighting Local Improvement District is $795.80.

c. The per space/lot assessment formula was used for this district.

d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

e. Notice was duly mailed to the benefited property owners on July 14, 2006.

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

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

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

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

Section 2. ASSESSMENTS.

a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Brian Meadows Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Brian Meadows Street Lighting District Assessment Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Brian Meadows Street Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed the first annual assessment amount set opposite each respective description.

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

5 – Pole and 100 Watt Luminaries	$336.00
Engineering Costs	$308.00
Administrative Fee	$151.80
Total Estimated Assessments	$795.80

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

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

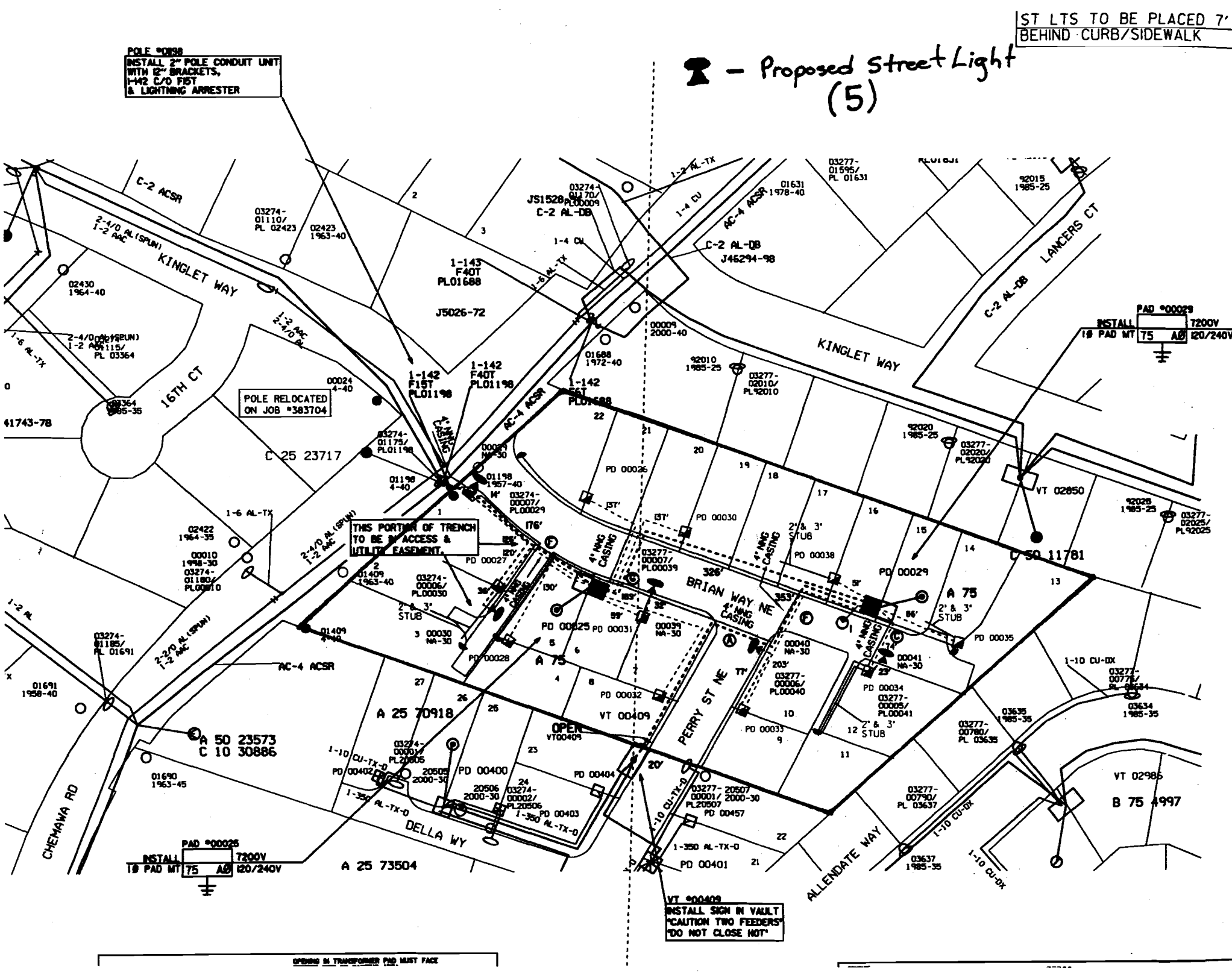
PRELIMINARY ASSESSMENT ROLL

BRIAN MEADOWS SUBDIVISION
STREET LIGHTING DISTRICT

*Assessors Maps 06 3W 35DD & 06 3W 36CC

Tax Lot #:	Owners Name and Address	Cost per Lot	Lots	Assessment
35DD-7600 36CC-5200	FBO MONTGOMERY, KENNETH M & LINCOLN TRUST CO. TRE P.O. BOX 991 LAKE OSWEGO, OR 97034	$36.17	22	$795.80

TOTAL ASSESSMENT: $795.80


ST LTS TO BE PLACED 7' BEHIND CURB/SIDEWALK
- Proposed Street Light
(5)
POLE *00038
INSTALL 2" POLE CONDUIT UNIT WITH 12" BRACKETS, 1-142 C/O F1ST & LIGHTNING ARRESTER
KINGLET WAY
16TH CT
LANCERS CT
POLE RELOCATED ON JOB *383704
C 25 23717
THIS PORTION OF TRENCH TO BE IN ACCESS & UTILITY EASEMENT
BRIAN WAY NE
PERRY ST NE
DELLA WY
CHEMAWA RD
ALLENDATE WAY
A 50 23573
C 10 30886
A 25 70918
A 25 73504
C 50 11781
B 75 4997
PAD *00029
INSTALL 1Ø PAD MT 75 AØ 7200V I20/240V
PAD *00026
INSTALL 1Ø PAD MT 75 AØ 7200V I20/240V
VT *00409
INSTALL SIGN IN VAULT "CAUTION TWO FEEDERS" "DO NOT CLOSE NOT"
OPENING IN TRANSFORMER PAD MUST FACE

COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO JACOBE ESTATES STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On October 29, 2004 the developer of Jacobe Estates subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2004-1542 on November 15, 2004 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On February 22, 2005 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, was distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

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

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Jacobe Estates Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2006-_____

FORMING JACOBE ESTATES STREET LIGHTING

LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of Jacobe Estates Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's Report for Jacobe Estates Street Lighting Local Improvement District; and

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

BILL NO._____ **ORDINANCE NO. 2006-_____**

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO JACOBE ESTATES STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

a. The City Council did heretofore declare its intention to install street lights to serve an area known as Jacobe Estates Street Lighting Local Improvement District which is described as follows:

> Jacobe Estates - identified on the assessors map 06 3W 25CD – tax lots 5300-6000 (8 lots) in the City of Keizer, County of Marion, State of Oregon;

which includes the installation of two (2) - 100-watt high pressure sodium flat lens luminaries mounted on six-foot long mast arms and attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Jacobe Estates Street Lighting Local Improvement District.

b. The total initial estimated cost of Jacobe Estates Street Lighting Local Improvement District is $286.72.

c. The per space/lot assessment formula was used for this district.

d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

e. Notice was duly mailed to the benefited property owners on July 14, 2006.

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

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

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

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

Section 2. ASSESSMENTS.

a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Jacobe Estates Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Jacobe Estates Street Lighting District Assessment Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Jacobe Estates Street Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed the first annual assessment amount set opposite each respective description.

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

2 – Pole and 100 Watt Luminaries	$119.52
Engineering Costs	$112.00
Administrative Fee	$55.20
Total Estimated Assessments	$286.72

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

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

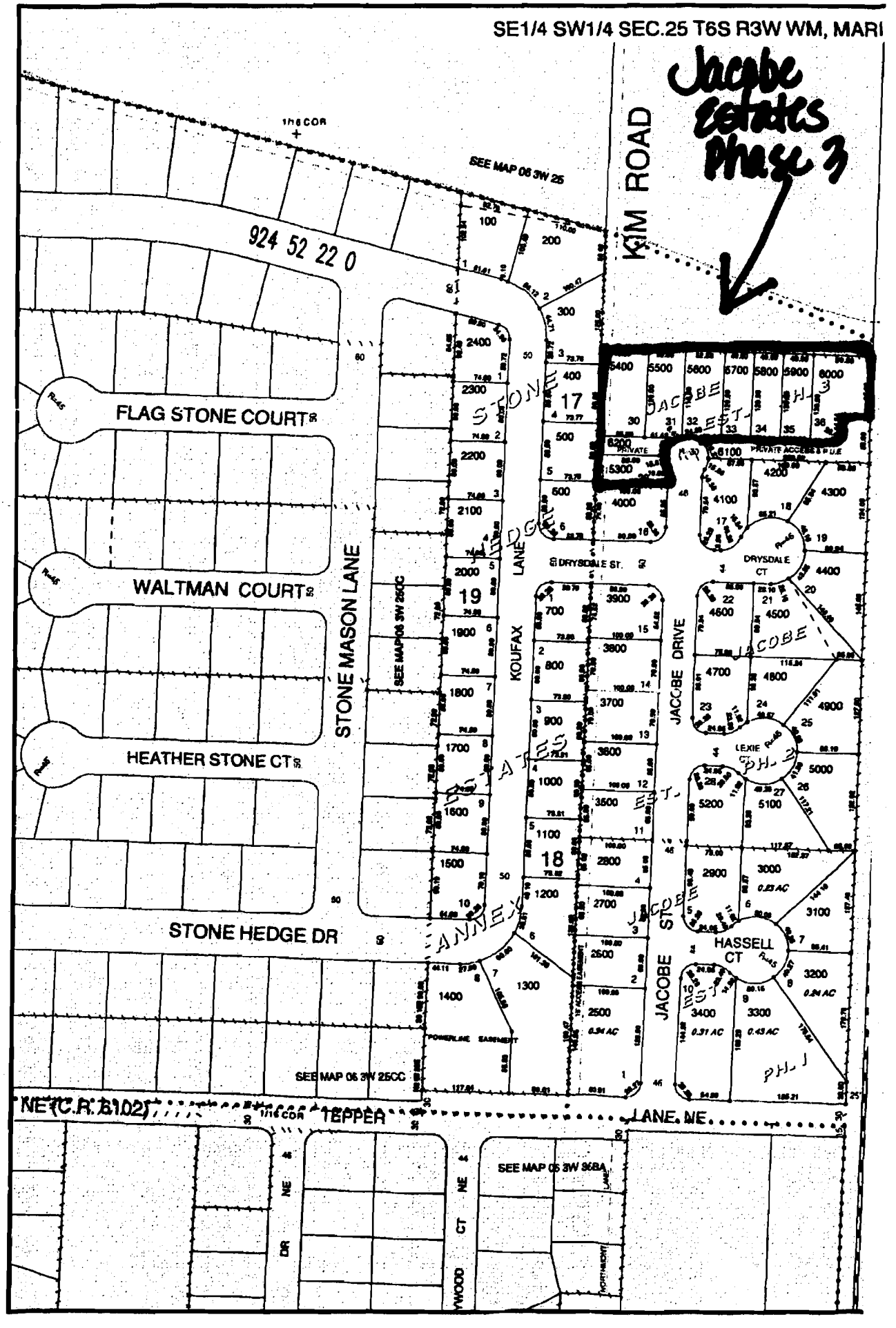
PRELIMINARY ASSESSMENT ROLL

JACOBE ESTATES PHASE 3 SUBDIVISION
STREET LIGHTING DISTRICT

*Assessors Map 06 3W 25CD

Tax Lot #:	Owners Name and Address	Cost per Lot	Lots	Assessment
5300-6000	JACOBE, KENNETH R & PEGGY JOA 709 BURNETT LANE SE SALEM, OR 97301	$35.84	8	$286.72

TOTAL ASSESSMENT: $286.72



LECEND

E TYPES

OUNDARY	OLD PROPERTY LINE
T-OF-WAY	VACATED RIGHT-OF-WAY
	RAILROAD RIGHT-OF-WAY
LKE, ETC. OUNDARY	STREAM, LAKE, ETC. NON-BOUNDARY
N BOUNDARY	PARTITION PLAT BDY.
BOUNDARY	EASEMENT

MBOL TYPES

ROL POINTS

EY MONUMENTS

CORNERS

1/4 SEC 1/16 SEC

MBERS

CODE NO.

0 00 00 0

OE - ALL ACREAGES EXCLUDE ANY PORTION THAT MAY LIE WITHIN THE INDICATED PUBLIC RIGHT OF WAYS.

MARKS - WHEN A TICK MARK IS NDICATED ON THE EXTENSION OF LINE, THEN THE DIMENSION GOES THE TICK MARK GENERALLY THIS USED WHEN DIMENSIONS GO INTO BLIC RIGHT OF WAYS.

ROWS ARE USED WITH DIMENSIONS AREAS OF GREATER COMPLEXITY.

ICE: This map was ited for Assessor's e use ONLY.

Assessor GIS "We Care"

ublic Information System

SCALE 1" = 100'
or 1::1200

e created: July 19, 2001

COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **PUBLIC HEARING – FORMING AND SPREADING ASSESSMENTS TO IRIS VILLAGE STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On November 3, 2004 the developer of Iris Village subdivision filed a petition to form a street lighting local improvement district. In response to this petition, the City Council adopted Resolution R2004-1544 on November 15, 2004 to initiate formation of a street lighting local improvement district and direct the City Engineer to make a survey and file a report. On April 18, 2005 the City Council approved the City Engineer's report and set a public hearing to consider remonstrances to the project and objections to the proposed assessments. Notice of public hearing stating the intention to form the district and to assess for the lighting improvements, was distributed as required under City of Keizer Ordinance 94-278.

FISCAL IMPACT:

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

RECOMMENDATION:

Open the public hearing to first consider oral objections and written remonstrances to formation of Iris Village Street Lighting Local Improvement District. If valid remonstrances of the owners of two-thirds of the land to be specially assessed for the lighting district are presented to the Council at the public hearing, close the hearing and suspend formation of the district for six months. If remonstrances are not received, close the public hearing and consider adoption of the Resolution forming the lighting district. If Council forms the district, consider adoption of the proposed assessment ordinance.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2006-_____

FORMING IRIS VILLAGE STREET LIGHTING

LOCAL IMPROVEMENT DISTRICT

WHEREAS, the City of Keizer has adopted a Resolution initiating the formation of Iris Village Street Lighting Local Improvement District; and

WHEREAS, the City Council has adopted a Resolution approving the City Engineer's Report for Iris Village Street Lighting Local Improvement District; and

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

BILL NO._____ **ORDINANCE NO. 2006-_____**

A BILL FOR

AN ORDINANCE SPREADING ASSESSMENTS TO IRIS VILLAGE STREET LIGHTING LOCAL IMPROVEMENT DISTRICT

Section 1. FINDINGS. The City Council of the City of Keizer makes the following findings:

a. The City Council did heretofore declare its intention to install street lights to serve an area known as Iris Village Street Lighting Local Improvement District which is described as follows:

> Iris Village - identified on the assessors map 06 3W 26AA – tax lots 9700-12400 (28 lots) in the City of Keizer, County of Marion, State of Oregon;

which includes the installation of six (6) - 100-watt high pressure sodium flat lens luminaries mounted on six-foot long mast arms and attached to 30 foot gray fiberglass poles located within the subject local improvement district, all in accordance with the City Engineer's Report for Iris Village Street Lighting Local Improvement District.

b. The total initial estimated cost of Iris Village Street Lighting Local Improvement District is $1675.20.

c. The per space/lot assessment formula was used for this district.

d. The improvements in the district have been or will be constructed as provided in the Engineer's Report.

e. Notice was duly mailed to the benefited property owners on July 14, 2006.

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

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

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

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

Section 2. ASSESSMENTS.

a. First Annual Assessment. It is hereby determined that the share of the cost of the improvements for Iris Village Street Lighting Local Improvement District for each parcel and property benefited thereby for the first annual assessment is the amount set opposite the description of each piece or parcel of land as described in Iris Village Street Lighting District Assessment Roll as set forth in Exhibit "A" attached, and that each piece or parcel of land benefited by the improvements, to the full extent of the amount so set opposite such piece or parcel and that the respective amounts represent the proportionate benefits of said improvements to said respective parcels of property, and the Council does hereby declare that each of the parcels of property described in Iris Village Street Lighting District Roll as set forth in Exhibit "A" attached is hereby assessed the first annual assessment amount set opposite each respective description.

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

6 – Pole and 100 Watt Luminaries	$1090.00
Engineering Costs	$392.00
Administrative Fee	$193.20
Total Estimated Assessments	$1675.20

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

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

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

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

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

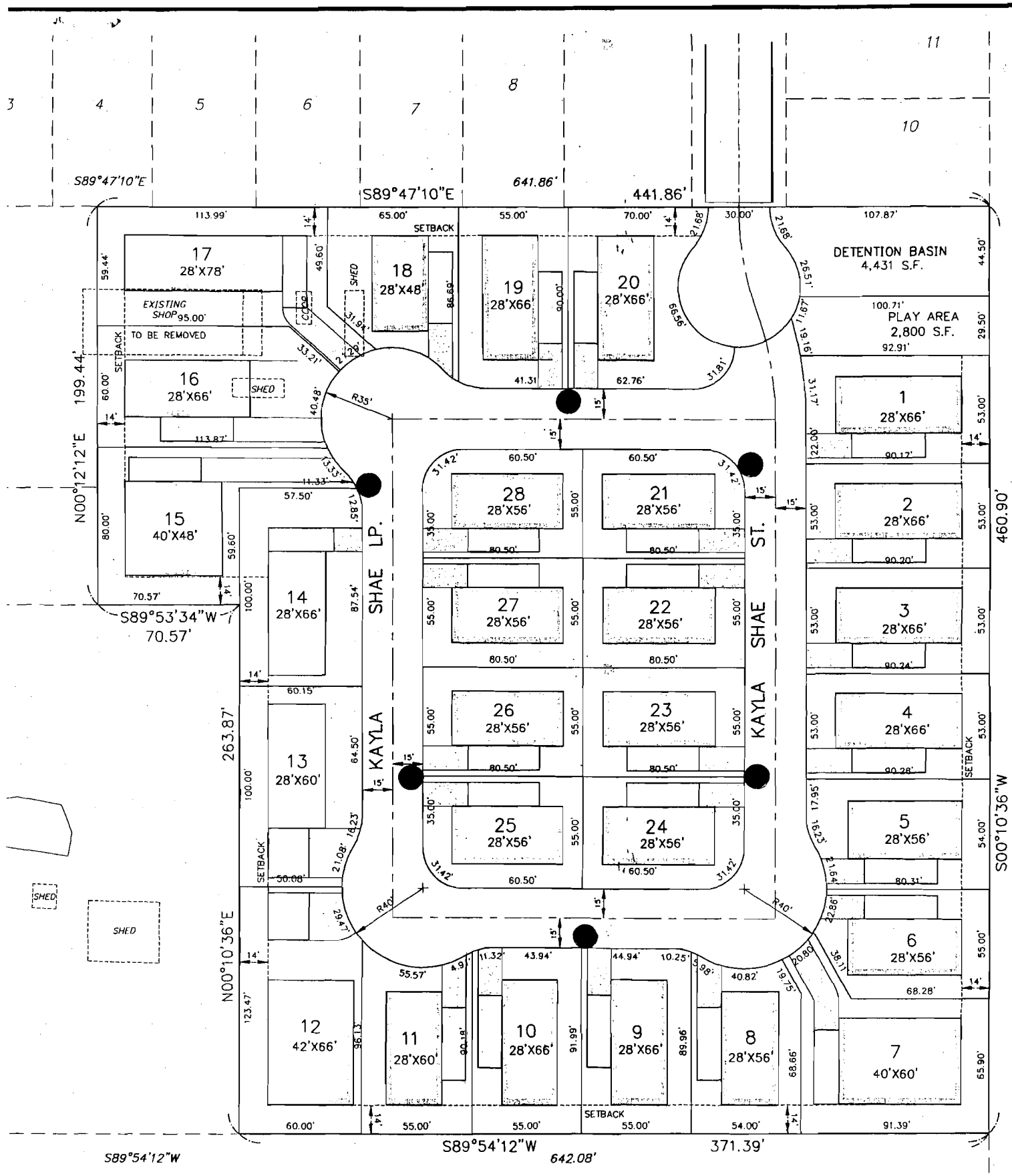
PRELIMINARY ASSESSMENT ROLL

IRIS VILLAGE
STREET LIGHTING DISTRICT

*Assessors Map 06 3W 26AA

Tax Lot #:	Owners Name and Address	Cost per Lot	Lots	Assessment
9700 - 12400	WYOMING COURT MHC LP %INVESTMENT PROPERTY GROUP 450 NEWPORT CENTER DR #595 NEWPORT BEACH, CA 92660	$59.83	28	$1,675.20

TOTAL ASSESSMENT: $1,675.20



AS CONSTRUCTED

MULTI/TECH ENGINEERING EXEMPT FROM LIABILITY IF NOT STAMPED APPROVED

REGISTERED PROFESSIONAL ENGINEER OREGON JULY 14, 1978 MARK D. GRENZ
CERT EXP JUNE 30, 1999

NO CHANGES, MODIFICATIONS OR REPRODUCTIONS TO BE MADE TO THESE DRAWINGS WITHOUT WRITTEN AUTHORIZATION FROM THE DESIGN ENGINEER.

DIMENSIONS & NOTES TAKE PRECEDENCE OVER GRAPHICAL REPRESENTATION.

SPUTR/SCALE:1

Design: M.D.G.
Drawn: D.G.G.
Checked: M.D.G.
Date: APR. 1998
Scale: AS SHOWN
As-Built:

IRIS VILLAGE

CITY COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:_____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

SUBJECT: BUCHANAN OPTION AGREEMENT (KEIZER RAPIDS PARK)

At Council's direction, we have negotiated an Option Agreement with the Buchanans. The Option Agreement calls for $20,000 non-refundable option payment. The option period ends January 31, 2008 with an extension to July 31, 2008. The option period is to give plenty of time to find grant money so that we can determine whether or not the City will exercise its option. The sales price is $325,000.

The $20,000 option payment would come from the park improvement fund (park SDCs).

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to sign the attached agreement.

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

ESJ/tmh
attachment

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2005-_____

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN OPTION AGREEMENT AND AGREEMENT OF PURCHASE AND SALE FOR PROPERTY LOCATED AT 2010 CHEMAWA ROAD NORTH, KEIZER, MARION COUNTY, OREGON IN CONNECTION WITH THE KEIZER RAPIDS PARK (STEPHEN AND RHONDA BUCHANAN) (PARK SYSTEM DEVELOPMENT CHARGE FUND)

WHEREAS, Stephen and Rhonda Buchanan are the owners of certain property located at 2010 Chemawa Road North, Keizer, Marion County, Oregon;

WHEREAS, Mr. and Mrs. Buchanan's property is in a position to be useful in connection with the Keizer Rapids Park;

WHEREAS, City staff has negotiated an option agreement for such land and the Option Agreement and Agreement of Purchase and Sale has been prepared for the City Manager's signature;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to enter into that certain Option Agreement and Agreement of Purchase and Sale, a copy of which is attached as Exhibit "A" and by this reference incorporated herein.

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

BE IT FURTHER RESOLVED that the City Manager is authorized to take all action necessary and appropriate to exercise the option.

BE IT FURTHER RESOLVED that the City Manager is directed and authorized to take all action necessary and appropriate to consummate such transaction upon exercising the option. The funds for this transaction will be paid from the park system development charges.

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

Lien & Johnson
Attorneys at Law
4855 River Road North
Keizer, Oregon 97303
503-390-1635

OPTION AGREEMENT
AND
AGREEMENT OF PURCHASE AND SALE

DATE: _____, 2006 ("Effective Date")

FROM: STEPHEN J. BUCHANAN and RHONDA M. BUCHANAN, as tenants by the entirety ("Owner")

TO: CITY OF KEIZER, an Oregon Municipal Corporation ("Optionee")

RECITALS

Owner owns fee simple title to the real property described in Exhibit One attached hereto, together with all improvements situated on it, if any. Optionee wishes to acquire such property. Such real property or a portion thereof and improvements, together with all other rights, hereditaments, and tenements appurtenant to the real property and improvements, are collectively referred to herein as the "Property."

Optionee desires to acquire an option to purchase the Property on the terms and conditions herein stated.

Owner has agreed to grant Optionee an exclusive option to purchase the Property and the parties desire to evidence their agreement regarding the option. If the option is exercised, Optionee will purchase the property under threat of condemnation as authorized under ORS 226.320.

The parties therefore agree as follows:

AGREEMENT

Section 1. Grant of Option

Owner, for and in consideration of the sum of $20,000.00 paid to Owner by Optionee, receipt of which is acknowledged by Owner, grants to Optionee the sole and exclusive option to purchase the Property in the manner and for the price stated in this Agreement.

Section 2. Option Terms

2.1 Term. The initial term of the Option (the "Initial Term") shall commence on the Effective Date and shall continue until January 31, 2008. Optionee shall have the right to extend the term of the Option for an additional period of six (6) months through and including July 31, 2008. This extension period (the "Extension Term") will commence on the date that the Initial Term expires. The Initial Term and the Extension Term may be referred to collectively in this Agreement as the "Term." Optionee's payment of the first Option Money Payment due under Section 3 after the Initial Term expires shall be deemed to constitute an election to extend the Option for the Extension Term. If the last day of the Initial Term or the Extension Term falls on a Saturday, a Sunday, or a holiday recognized by the federal government or the state of Oregon, all of Optionee's rights during either such time period shall extend through the next business day.

2.2 Exercise of Option. This option shall be exercised, if at all, by written notice (the "Exercise Notice") given by Optionee to Owner at any time during the Initial Term or the Extended Term, which notice shall state that Optionee has elected to exercise this option. Upon exercise of this option, Optionee shall be obligated to purchase the Property from Owner, and Owner shall be obligated to sell the Property to Optionee, for the price and in the manner herein set forth.

2.3 Failure to Exercise Option. If Optionee fails for any reason to exercise this option in the manner set forth herein, Optionee shall have no further claim against or interest in the Property or any of the Option Money Payments, unless Optionee is entitled to a refund of the Option Money Payments under another provision of this Agreement. In the event of the failure to exercise the Option, Optionee shall provide Owner with any instruments that Owner reasonably may deem necessary for the purpose of removing from the public record any cloud on title to the Property which is attributable to the grant or existence of this Option.

Section 3. Option Money

In payment for Owner's grant of this Option, Optionee has paid or shall pay Owner the following sums (the "Option Money Payments"): (1) Contemporaneously with the execution of this Agreement, Optionee has paid Owner the cash sum of $20,000.00 as stated in Section 1, the receipt of which is acknowledged by Owner. No other Option Money Payments shall be due or payable during the Initial Term. (2) During the Extension Term, Optionee shall pay Owner monthly payments in the amount of $2,000.00 each, the first such Option Money Payment to be due on the first day of the Extension Term and like payments shall be due and payable on the same date in each succeeding calendar month thereafter during the Extension Term, until the earlier to occur of the following events: (a) the delivery to Owner of an Exercise Notice; or (b) the termination of this Agreement. If Optionee fails to

pay Owner any Option Money Payment on or before the date on which such payment is due, TIME BEING OF THE ESSENCE OF THIS AGREEMENT, this Option and all of Optionee's rights under this Agreement shall automatically and completely terminate without any act or action by Owner. Notwithstanding anything to the contrary contained herein, Optionee shall have no personal or corporate liability to pay the Option Money Payments; Owner's sole remedy if Optionee fails to make any Option Money Payment is to retain all Option Money Payments previously received. If the Option is exercised and the Property is acquired by Optionee, then all Option Money Payments paid by Optionee shall be credited against the Purchase Price at Closing (as those terms are defined below).

Section 4. Purchase Price

4.1 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be $325,000.00.

4.2 Payment of Purchase Price. The purchase price for the Property shall be payable as follows:

4.2.1 Optionee shall be given credit for the Option Money Payments actually paid by Optionee to Owner.

4.2.2 The entire balance of the purchase price shall be paid in cash at closing.

Section 5. Remedies

5.1 Optionee. If Owner breaches any term or provision of this Agreement, then Optionee, as its exclusive remedy and in lieu of any other relief, may either (1) terminate this Agreement and obtain the return of all Option Money Payments previously paid to Owner, or (2) tender performance of the obligations of Optionee and specifically enforce all obligations of Owner. Except as noted in Section 5.3 and any specific remedies reserved elsewhere in this Agreement, Optionee waives the right to pursue any remedy in law or equity against Owner other than the remedies specified above, including any action for damages, in the event of a default by Owner.

5.2 Owner. If Optionee breaches any term or provision of this Agreement, and regardless of whether the breach occurs before or after Optionee notifies Owner of the exercise of the Option, then Owner, as its exclusive remedy and in lieu of any other relief, shall be entitled to terminate this Agreement by giving Optionee written notice of termination and to retain all Option Money Payments paid by Optionee. Owner acknowledges (1) the adequacy of this exclusive remedy and (2) that this limitation of remedies is an essential part of this Agreement from the perspective of Optionee. Except as noted in Section 5.3 and any

specific remedies reserved elsewhere in this Agreement, Owner expressly waives the right to pursue any other right or remedy in law or equity other than the remedy specified above, including the right of specific performance and the right to sue for damages, in the event of a default by Optionee. Optionee and Owner have established the foregoing remedy in favor of Owner because of the difficulty and inconvenience of ascertaining the actual damages Owner may suffer as a result of a breach of this Agreement by Optionee.

5.3 Other Remedies. The limitations on remedies set forth in this section shall not preclude either party from seeking or obtaining injunctive relief or from seeking recovery against the other under any contractual indemnity set forth herein or for causing physical damage or injury to persons or property.

Section 6. Conditions Precedent to Closing

In addition to any other conditions contained in this Agreement, set forth below are certain conditions precedent for the benefit of Optionee (the "Conditions"). The Conditions are intended solely for the benefit of Optionee and Optionee shall have the right to waive, by written notice, any of the Conditions, at its sole discretion; giving the Exercise Notice shall not constitute such a waiver. If any Condition is not satisfied or waived on or before the deadline for satisfaction specified herein, then Optionee shall have the right to terminate this Agreement, at its sole election, by giving Owner notice of termination before the deadline expires, to obtain the return of the Option Money Payments paid, and to exercise any remedy available to Optionee if the subject Condition was not satisfied by reason of a breach of this Agreement by Owner. If Optionee does not give Owner notice of termination before the applicable deadline, then Optionee shall be deemed to have waived the termination privilege with respect to the Condition in question. The Conditions specifically delineated in this section are the following:

6.1 On the Closing Date, the Title Company (defined below) shall be ready, willing, and able to issue, and shall issue to Optionee on recordation of the Owner's deed mentioned below, the title insurance policy required by Section 8.5.

6.2 On or before the Closing Date, Owner shall have performed all of the covenants, conditions, agreements, and promises to be performed by it under this Agreement.

6.3 On or before the Closing Date, Optionee, at Optionee's expense shall have obtained a survey satisfactory to Optionee in Optionee's sole discretion and which meets title company requirements for an ALTA extended owner's title policy.

6.4 On or before December 1, 2006, Optionee shall have conducted an

environmental review and audit (the "Environmental Audit") of the Property, indicating to the satisfaction of Optionee that the Property does not contain, either on its surface or in its subsurface or underlying water table, any Hazardous Substances (defined in Section 13). The Environmental Audit may include a historical review of the use of the Property, review of all regulatory agency permits and compliance and enforcement files and records, soil tests, the acquisition of core samples and water table samples by drilling conducted on the Property, and such other tests and studies as Optionee may deem appropriate. All tests and studies shall be conducted by agents selected by Optionee and performed as Optionee shall direct, subject to the approval of Owner, which shall not be unreasonably withheld, and the provisions of Section 11. Optionee shall pay the cost of all tests and studies undertaken.

Section 7. Title

Within 15 days following the Effective Date, the Title Company shall deliver to Optionee a preliminary title report (the "Title Report") covering the Property. The Title Report shall be issued by the Title Company (defined in Section 8.1). The Title Report shall be accompanied by legible copies of all plats and exceptions to title referenced in the Title Report (the "Exceptions"). Within 30 days of receiving the Title Report and the Exceptions documents, Optionee shall give written notice (the "Initial Notice") to Owner of the Exceptions that Optionee shall require Owner to remove of record at or before Closing (the "Unacceptable Exceptions"). If Optionee fails to give Owner the Initial Notice, then Optionee shall be deemed to have approved the Title Report. Owner shall have 10 days following receipt of the Initial Notice to give written notice to Optionee (the "Reply Notice") of those Unacceptable Exceptions that Owner concludes, in good faith, that Owner cannot or will not remove at or before Closing. Owner shall not have any obligation to institute litigation or spend any sum of money to cure or remove any Exceptions; provided, however, that Owner shall be obligated to remove without notice by Optionee, at or before Closing, any Exception created or suffered to be created by Owner that is security for payment of a sum of money (including mortgages, deeds of trust, tax liens, contractor's liens, and judgment liens) and any Exception created, or suffered to be created, by Owner after the Effective Date. Owner agrees to remove all Unacceptable Exceptions not referenced in a duly given Reply Notice. If one or more of the Unacceptable Exceptions cannot be removed at or before Closing and Owner so states in a duly given Reply Notice, then Optionee may exercise any of the following rights by giving written notice to Owner within 15 days of receiving the Reply Notice: (1) Optionee may terminate this Agreement, in which event the Option Money Payments shall be refunded to Optionee and neither party shall have any further liability; (2) Optionee may accept title to the Property subject to any such Unacceptable Exceptions; or (3) Optionee may attempt to cure the Unacceptable Exceptions or any of them without cost or liability to Owner (but Owner shall be obligated to cooperate with such cure efforts and to join in the execution of any curative instruments that will operate to remove such Unacceptable Exceptions). The foregoing rights of Optionee shall not be deemed waived by

giving the Exercise Notice. Exceptions that are shown on the Title Report and to which Optionee does not object or to which Optionee agrees, in writing, to waive objection, are referred herein to as the "Permitted Exceptions."

Owner shall not cause, permit, or suffer any matter to be recorded with respect to the Property during the Term, except (1) the Memorandum referenced in Section 14, and (2) any other matter that Optionee approves, in writing and at its sole discretion, before recordation.

Section 8. Closing

8.1 Time and Place. Closing of the sale and purchase of the Property (the "Closing") shall occur one hundred and twenty (120) days after the date that the Exercise Notice is given (the "Closing Date"). The escrow for the Closing shall be established at the office of Fidelity National Title (the "Title Company").

8.2 Closing Obligations. On the Closing Date, Owner and Optionee shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of Owner and Optionee.

8.2.1 Owner shall deposit the following:

(1) The conveyance documents described in Section 9, duly executed and acknowledged;

(2) A duly executed affidavit certifying that Owner is not a foreign person, trust, partnership, or corporation in compliance with the requirements of IRC ' 1445;

(3) Such documents as Optionee or the Title Company may require to evidence the authority of Owner to consummate this transaction; and

(4) Such other documents and funds, including (without limitation) escrow instructions, as are required of Owner to close the sale in accordance with this Agreement.

8.2.2 Optionee shall deposit the following:

(1) The cash payment specified in Section 4, minus any credits available to Optionee under the terms of this Agreement;

(2) Such documents as Owner or the Title Company may require to evidence the

authority of Optionee to consummate the transaction contemplated; and

(3) Such other documents and funds, including (without limitation) escrow instructions, as are required of Optionee to close the sale and purchase of the Property in accordance with this Agreement.

8.3 Costs. Optionee and Owner each shall pay one-half of the escrow fee of the Title Company with respect to the Closing. Optionee shall pay the premium for the title insurance policy. Optionee shall pay the fee for recording the conveyance documents referred to herein.

8.4 Prorations. All items of expense incurred by Owner with respect to the Property shall be paid by Owner at Closing, without proration. All real property taxes and assessments payable with respect to the tax year in which Closing occurs shall be prorated between Owner and Optionee as of the Closing Date.

8.5 Title Insurance Policies. As soon as practicable after Closing, and in any event no later than ten (10) days after the Closing Date, the Title Company shall issue its standard form Owners's ALTA Title Insurance Policy, with extended coverage, in the amount of the Purchase Price, insuring fee simple title to the Property vested in Optionee, subject only to the Permitted Exceptions.

Section 9. Conveyance

At the Closing, Owner shall execute, acknowledge, and deliver to Optionee a Statutory Warranty Deed conveying the Property to Optionee, subject only to the Permitted Exceptions.

Section 10. Possession

Optionee shall be entitled to exclusive possession of the Property one hundred and eighty (180) days after Closing.

Section 11. Access to Property

11.1 Access. Owner grants to Optionee and its agents the right to enter on the Property at any reasonable times before the Closing Date for the purpose of conducting tests or studies that Optionee may deem necessary or appropriate in connection with its acquisition of the Property. Owner shall cooperate with Optionee in making such tests and studies. No soil tests or drilling shall be undertaken without first obtaining Owner's approval with respect to the agents retained to perform such work and the location and purpose of the tests or

drilling. Optionee shall protect, defend, and hold Owner harmless from any loss, liability, or damage to persons or property arising out of or related to Optionee's activities on the Property. If Optionee fails to exercise the Option and purchase the Property, Optionee shall fully compensate Owner for any physical damage to the Property or any lien, encumbrance, or charge on it attributable to Optionee's activities pursuant to this paragraph. If Optionee fails to exercise the Option, Optionee shall deliver to Owner a legible copy of any reports, studies, and drawings owned by Optionee that relate to the Property.

11.2 Approvals. Optionee shall have the right to apply for and obtain any governmental approvals to use and develop the Property as Optionee may desire. Owner shall assist and cooperate with Optionee in obtaining any such approvals. Such cooperation shall include, but not be limited to, signing all applications and other documents requested by Optionee that may be reasonably related to such matters, provided that Owner approves the form and substance of all of such documents. All costs and expenses incurred with respect to such approvals shall be paid for by Optionee.

Section 12. Covenants of Owner

Owner acknowledges that the covenants of Owner contained in this Agreement, including the covenants contained in this Section 12 (the "Covenants"), are material inducements to Optionee to enter into this Agreement. The Covenants specifically delineated in this Section are the following:

12.1 Maintenance. Before the Closing Date, Owner shall maintain the Property in the same condition as it now exists, ordinary wear and tear excepted, and shall not cause or permit any waste.

12.2 Ownership. During the Term, Owner shall not sell, contract to sell, assign, lease, or otherwise transfer the Property or any part of it, nor grant an option to any third party to acquire all or any portion of it.

Section 13. Warranties and Representations of Owner

13.1 Warranties. Owner acknowledges that the warranties and representations of Owner contained in this Agreement, including the warranties and representations contained in this Section 13 (the "Warranties"), are material inducements to Optionee to enter into this Option Agreement. All Warranties, and Optionee's right to assert a breach of them, shall survive execution of this Agreement, the Closing, and the execution and delivery of the Closing documents. If, before Closing, Optionee discovers or is advised that any of the Warranties was untrue when made, then Optionee shall have the option to either (1) terminate this Agreement and obtain the return of all Option Money Payments paid, without waiving

any cause of action that Optionee may be entitled to assert against Owner by reason of the breach of the Warranty, or (2) continue this Agreement, without waiving any cause of action that Optionee may be entitled to assert against Owner by reason of the breach of the Warranty. If, after Closing, Optionee discovers or is advised that any of the Warranties was untrue when made, then Optionee may pursue any remedy available to Optionee at law or in equity by reason of the breach of such Warranty. Owner warrants and represents to Optionee that the following matters are true and correct:

13.1.1 No Condemnation or Assessment Proceedings. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part of it and, to the knowledge of Owner, no such proceeding is contemplated by any governmental entity.

13.1.2 Litigation; Law. There is no litigation, arbitration, or administrative hearing pending before any governmental authority that concerns or affects the Property or any portion of it and, to the knowledge of Owner, no such proceeding is threatened. To the knowledge of Owner, the Property complies with all laws, ordinances, and governmental approvals and decisions that relate to it.

13.1.3 Access and Site Conditions. Owner has no knowledge of any pending changes in land use designation (comprehensive plan or zoning ordinance) that apply to the Property. To the knowledge of Owner, there are no material encroachments onto the Property.

13.1.4 Hazardous Substances. For purposes of this subsection, the phrase "Hazardous Substances" has the same meaning as is designated in ORS 465.200(15). Owner warrants, represents, and covenants as follows:

(1) To the knowledge of Owner, there are no Hazardous Substances in, on, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;

(2) Owner has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, or emitted or released from, the Property any Hazardous Substances in violation of any environmental laws of the federal or state government; and

(3) To the knowledge of Owner, no underground storage tanks are located on the

Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Owner agrees not to cause or permit any such tanks to be installed in the Property before Closing.

13.1.5 Status of Owner. Owner warrants that Owner is not a foreign person, foreign partnership, foreign corporation, or foreign trust, as those terms are defined in IRC §1445.

13.1.6 Breach of Agreements. Neither the execution of this Agreement, nor the execution, delivery, or recordation of any document or agreement referenced herein, nor the exercise of the Option and closing of the transaction contemplated herein, constitutes or will constitute a default under any other agreement or contract that relates to the Property or to which Owner is a party.

13.1.7 Authority. No consents, documents, or approvals that have not been obtained are necessary to the effectiveness of the grant of the Option by Owner.

13.1.8 Contracts and Leases. Owner warrants and represents to Optionee that there are no lease agreements, maintenance contracts, service agreements, or other contracts of any nature that pertain to, cover, or affect the Property or any part of it.

As used herein, the phrase "to the knowledge of Owner" or any variation of that phrase shall refer to matters within the actual knowledge of Owner and shall not include constructive or imputed notice or knowledge; and the use of that phrase shall not imply that Owner has undertaken any special inquiry or investigation with respect to the representation modified by such phrase, unless circumstances within the actual knowledge of Owner would warrant a reasonable person to undertake further inquiry when presented with similar circumstances.

13.2 Changed Conditions. If Owner discovers that one or more of the Warranties or one of the conditions referred to in the Warranties has changed after this Agreement is executed, through no fault of Owner, Owner shall immediately inform Optionee, in writing, of such discovery. If the changed condition or Warranty cannot be cured within 10 days of the date Owner discovers the change, then Optionee may terminate this Agreement (and its exercise of the Option, if any) by giving written notice of termination to Owner within 15 days after receiving the notice from Owner, and all Option Money Payments previously paid by Optionee shall be returned to Optionee. If the changed condition or Warranty can be corrected within 10 days after discovery by Owner, Optionee shall not have the right to terminate this Option Agreement pursuant to this section and Owner shall correct the changed condition or Warranty within 10 days of the discovery. If Optionee does not terminate this Agreement and the changed condition or Warranty can be corrected, Owner shall correct the changed condition or Warranty and the Closing date shall be extended up to

ninety (90) days at Optionee's discretion. At the end of such extended period, if the changed condition or Warranty has not been corrected, all Option Money Payments previously paid by Optionee shall be returned to Optionee. A change caused by Owner is deemed to be a breach of this Agreement by Owner if the change materially and adversely affects the Property or Optionee's rights.

Section 14. Recording

On the Effective Date, Owner shall execute, acknowledge, and deliver to Optionee a Memorandum in the form attached as Exhibit Two. If Optionee fails to exercise the Option before the Term expires, Optionee shall execute, acknowledge, and deliver to Owner a statutory quitclaim deed releasing any interest in the Property.

Section 15. Waiver

Failure by Owner or Optionee to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

Section 16. Successors and Assigns

Subject to the limitations on Owner's right to convey the Property set forth elsewhere herein, the terms, covenants, and conditions herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of Owner and Optionee. Optionee and Owner may not assign their interests in this Option Agreement and the Property to any person or entity without the express written consent of the other party.

Section 17. Notices

All notices required or permitted to be given shall be in writing and shall be deemed given and received on personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Owner: Stephen and Rhonda Buchanan
2010 Chemawa Road N.
Keizer, OR 97303

To Optionee: City of Keizer
c/o E. Shannon Johnson
4855 River Road N.
Keizer, OR 97303

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

Section 18. Attorney Fees

If litigation is instituted with respect to this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard.

Section 19. Real Estate Commission

Each party agrees to pay any commission or finder's fees that may be due on account of this transaction to any broker or finder employed by it, if any and to indemnify the other party against any claims for commissions or fees asserted by any broker claiming by, through, or under the indemnifying party.

Section 20. Risk of Loss

Except as otherwise provided for herein, Owner shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, and regardless of whether the Exercise Notice has yet been given or is subsequently given, all or part of the Property is damaged by any cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Owner shall give Optionee written notice of such event. Optionee may terminate this Agreement by giving written notice to Owner within 15 days after receipt by Optionee of written notice from Owner of such casualty or condemnation, and Owner will return to Optionee the Option Money Payments previously paid. If Optionee does not elect to terminate this Agreement, then this Agreement shall continue in force and, if Optionee exercises the Option and the Property is conveyed to Optionee, then all interest of Owner in and to any insurance proceeds or condemnation awards that may be payable to Owner on account of such casualty or condemnation shall be assigned to Optionee at Closing.

Section 21. Integration, Modification, or Amendments

This Agreement contains the entire agreement of the parties with respect to the Property and supersedes all prior written and oral negotiations and agreements with respect to the Property. Any modifications, changes, additions, or deletions to this Agreement must be approved by Owner and Optionee, in writing.

Section 22. Representation

Optionee has been represented by Lien & Johnson, Attorneys at Law with respect to this transaction. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as both parties had prepared it.

Section 23. Counterparts; Pronouns

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by Owner and Optionee. With respect to any pronouns used, each gender used shall include the other gender and the singular and the plural, as the context may require.

Section 24. Governing Law; Interpretation

This Agreement shall be governed by the laws of Oregon. If a court of competent jurisdiction holds any portion of this Agreement to be void or unenforceable as written, Owner and Optionee intend that (1) that portion of this Agreement be enforced to the extent permitted by law, and (2) the balance of this Agreement remain in full force and effect.

Section 25. Time Is of the Essence

Time is of the essence of this Agreement.

Section 26. Authority to Execute

Each person executing this Agreement on behalf of Owner and Optionee, respectively, warrants his or her authority to do so.

Section 27. Statutory Disclaimer

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO

INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ors 197.352.

Executed on the day and year first above written.

OWNER:

_____
Stephen J. Buchanan

_____
Rhonda M. Buchanan

OPTIONEE:

CITY OF KEIZER, an Oregon Municipal Corporation

By:_____
Christopher C. Eppley,
City Manager

Attachments:
Exhibit One-Property
Exhibit Two-Form of Memorandum

EXHIBIT "TWO"

MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement is made as of _____, 2006, by Stephen J. Buchanan and Rhonda M. Buchanan ("Owner") and CITY OF KEIZER, an Oregon Municipal Corporation ("Optionee").

Owner and Optionee desire to memorialize and give notice of the following described agreement.

1. Agreement. Owner and Optionee have entered into an Option Agreement ("Agreement") whereby Owner has agreed to grant an option to Optionee to purchase the real property described in Exhibit "One" (the "Property").

2. Date of Agreement. The Option Agreement was executed on _____.

3. Consideration. The consideration paid to Owner for the option is $20,000.00. The option money will be applied to the purchase price of the Property, if the option is exercised.

4. Legal Description. The legal description of the Property is set forth in Exhibit "One" attached.

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AFTER RECORDING,
RETURN TO:

E. Shannon Johnson
4855 River Road N.
Keizer, OR 97303

5. Term. The option must be exercised on or before January 31, 2008, but may be

extended for an additional period of six (6) months upon payment of additional option consideration.

OWNER:

_____
Stephen J. Buchanan

_____
Rhonda M. Buchanan

OPTIONEE:

CITY OF KEIZER, an Oregon Municipal Corporation

By:_____
Christopher C. Eppley,
City Manager

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on _____, 2006, by Stephen J. Buchanan.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on _____, 2006, by Rhonda M. Buchanan.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)

) ss.
County of Marion)

This instrument was acknowledged before me on _____, 2006, by Christopher C. Eppley, City Manager of the City of Keizer.

_____
NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

EXHIBIT "ONE"

Beginning at an iron bar marking the Northeast corner of a tract of land described in Volume 77, Page 424, Deed Records for Marion County, Oregon, said iron bar described as being 121.917 chains North 89° 30' West and 0.50 chains South from the Northeast corner of the J. B. Keizer Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in said County and State; thence South 89° 30' East parallel with the North line of said Claim, 320.77 feet; thence South 0° 13' East 1022.18 feet to an iron rod marking the true point of beginning of the herein described tract of land; thence North 0° 13' West 116.82 feet; thence South 77° 47' West 151.54 feet to an iron rod; thence South 22° 22' East 116.19 feet to an iron rod which bears South 77° 47' West 107.21 feet from the true point of beginning; thence North 77° 47' East 107.21 feet to the true point of beginning.

TOGETHER with an Easement for access described as follows:

The Westerly fifteen (15) feet of land beginning from the Northwest corner thereof then South for a distance of 1034.18 feet of that certain of land legally described as follows:

The East half of the following described property:

Beginning at a point 112.227 chains North 89° 30' West and 0.50 of a chain South from the Northeast corner of the D.L.C. of J.B. Keizer and wife in Township Seven (7) South of Range Three (3) West of the Willamette Meridian in Marion County, State of Oregon and running thence North 89° 30' West 9.69 chains to a point 0.50 of a chain South from the North line of the J.B. Keizer Claim, said point being the Northeast corner of land described in deed recorded in Volume 77, Page 424, Deed Records of Marion County, Oregon; thence South 36.31 chains to the Willamette River; thence in an Easterly direction along the bank of the Willamette River to a point South of the place of beginning; thence North 36.48 chains to the place of beginning, in Marion County, State of Oregon.

COUNCIL MEETING:_____
AGENDA ITEM NUMBER:_____

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

THROUGH: **CHRIS EPPLEY, CITY MANAGER**
NATE BROWN, COMMUNITY DEVELOPMENT DIRECTOR

FROM: **SAM LITKE, SENIOR PLANNER**

SUBJECT: **KEIZER RAPIDS PARK**

BACKGROUND:
The City Council formed the RIVERR Taskforce in February, 2005 to look at ways to reconnect with the Willamette River and to develop a master plan for the Keizer Rapids Park. To achieve that goal the taskforce held monthly meetings at which the public was invited to provide testimony on a variety of aspects associated with the new park. To understand community opinions on the development of the park a survey was sent to city residents with almost 1,500 surveys returned. The analysis of this survey and the discussion of the park and recreation needs analysis and a site analysis of constraints further aided the Taskforce.

The culmination of the planning process involved a design charette in June where 40 members of the taskforce, community, various civic organizations worked with professional landscape architects to develop six different scenarios for the design of the park. Approximately 10,000 invitation were mailed to residents inviting them to attend the open house presentation and approximately 100 people turned out to view and evaluate the scenarios by voting on the various designs. In July, a presentation was held at the monthly Chamber of Commerce luncheon and another 75 people voted on the parks designs. The results of the balloting was brought before the RIVERR Taskforce which after considerable review decided to combined some of the best features of each design into one hybrid design.

The following design elements were established:
1. Include the pedestrian bridge design over the pedestrian path at the boat ramp as shown in Scenario "D". Design features would be subject to varying water levels, technical design issues, and subject to State Marine Board approval.
2. Utilize all access easements to maximize area for park improvements.
3. Include an entryway feature into the park as shown in scenario "A".
4. Include parking closer to the BMX area as shown in Scenario "E".
5. Include a trailhead in the northwest forested area of the park as shown in Scenario "D".
6. Add a picnic area and associated parking near the parking area near BMX area.
7. Move the playground area to a central location.
8. Add fitness stations as noted in Scenario "B".
9. Multi-use area to be compatible with softball/soccer field as noted in Scenario "D" and "E".
10. Locate the off-leash dog area and parking at the entrance area, with a buffer from the street.

The Master Plan provided to the Council conforms with the recommendation of the RIVERR Taskforce.

Capital improvement costs

The following is a breakdown of the identified park features within the Master Plan and an estimated cost of for each of these amenities. The costs were derived based on estimates from the City Engineer and Community Development Department. A detailed description is attached.

a.	8,000 linear feet of soft surface trails	$53,793
b.	8,000 linear feet of hard surface trails	$242,340
c.	4 acre dog park requires 1,800 linear feet of 4' high fencing	$19,283
d.	Boat ramp / parking for 40 vehicles / access to boat ramp	$423,186
e.	Parking lot near tennis court/dog park	$59,070
f.	Parking lot near playground	$97,542
g.	Parking area near upper pond	$9,087
h.	Parking area near BMX bike area	$77,246*
i.	Parking area near NW forest trailhead	$53,012
j.	Pedestrian bridge over boat ramp	$125,000
k.	Entryway feature into park	$50,000
l.	BMX bike area	$20,000
m.	Neighborhood park with playground	$50,000
n.	Multi-use field compatible for soccer/softball field	$87,809
o.	Basketball court / tennis court	$100,000
p.	Fitness course	$10,000
q.	Amphitheater	$50,000
r.	Picnic shelters	$25,000
s.	Educational center	$500,000
t.	Educational facility	$350,000
u.	Additional buffering	$20,000
v.	West end of Chemawa Rd improvement	$169,940
w.	Kiosks	$5,000
x.	Gates	$1,000
y.	Access improvement to BMX area	$99,965*
z.	Property demarcation	$20,000
	Sub Total	$2,718,273

Note:

*If parking area is not paved but graveled then reduce by $26,000	-$26,000
*Access road serving BMX area exists and will only need maintenance Not new construction then reduce by $60,000	-$60,000

Total estimated cost = $2,632,173

Project phasing

Given the projected costs associated with the development of the park it is not recommended that the city develop all of the identified park features at this time but rather to phase in the development of the park over a number of years. The following table reflects a phasing plan that would be a logical development of the park. It is understood that many amenities are grant

dependant and so actual construction may be sooner or later than is planned. All of the phases would be subject to the availability of volunteer work, grants or other funding.

Phase 1

a.	Establish trail system location		
b.	Begin construction of soft surface trail system – 5,000 feet		$33,351
c.	Begin construction of hard surface trail system – 3,000 feet		$89,540
d.	Construct boat ramp / parking area / access road		$423,186*
e.	Establish and fence in dog park area		$19,283
f.	Construct parking lot near dog park		$59,070
g.	Construct neighborhood /playground		$50,000
h.	Construct picnic area along river bank		$5,000
i.	Establish "good neighbor" buffer along east property line		$20,000
j.	Construct BMX area		$20,000
k.	Construct gravel parking area near BMX		$51,000
l.	Construct picnic area near BMX area		$5,000
m.	Upgrade access road to BMX area		$39,965
n.	Pedestrian bridge		$125,000
o.	Property line demarcation		$20,000
p.	Construct 1/3 of parking lot in area of playground		$33,165
q.	educational facility		$350,000
	Note: * grant dependent	Total =	$1,323,560

Phase 2

a.	Continue construction of hard surface trail system – 3,000 feet		$89,540
b.	Continue construction of soft trail system – 3,000 feet		$20,442
c.	Construct basketball / tennis courts		$100,000
d.	Construct 2/3 of parking lot in area of playground		$64,377
e.	Continue to construct river view point and picnic shelters		$15,000
f.	Construct multi-use field with soccer/softball field		$87,809
		Total =	$377,168

Phase 3

a.	Finish hard surface trail system – 2,000 feet		$63,260
b.	Construct entryway gateway feature		$50,000
c.	Construct parking area and picnic facility in the NW forest		$53,012
d.	Construct amphitheater		$50,000
e.	Fitness Course		$10,000
f.	West end Chemawa Rd. improvements		$169,940
g.	Upper pond parking		$9,087
h.	Educational center		$500,000
i.	kiosks		$5,000
		Total =	$913,299

Revenue
The development of the park will require using funding from several funding streams.

Grant funding
It is anticipated that grant money will be used for the construction of many of the park amenities. For example, the City will apply for a second grant from the State Marine Board for the construction of the boat ramp / dock / parking area/ access road / bathroom facilities. This grant may also include a proposed pedestrian bridge over the boat ramp. These features alone are projected to cost approximately half a million dollars. Additional grant applications will be needed to pay for facilities such as the education center / amphitheater, portions of the trail system and possible other features.

System Development Charges
With the adoption of the Keizer Rapids Park Master Plan the city will able to use SDC money for the development of new park features. This money could be used to fund a variety of new features within the park. The SDC Park fund has approximately $1.1 million in the current budget, although this is projected to serve all of the city's parks. Council would need to be made to authorize the level of this funding the development within this park.

Partnership with interested groups and volunteer effort
Keizer has a strong history of civic organizations and volunteers developing a number of amenities. For example, the skate park by City Hall was designed and constructed with a significant amount of community involvement. It is anticipated that numerous organization will want to adopt features within the park and work toward their development. For example, the bike community that has advocated for the BMX area , or the dog park advocates may be instrumental in working to develop these features within the park. Additional opportunities could be with various organizations such as Rotary, Boy Scouts, or church groups that would like to provide work to construct trails, provide picnic tables, etc.

City funding
As much as the above three categories are desirable to fund the new park it should be recognized that there will be numerous amenities that the City will have to be prepared to fund either out of the general fund or the park fund. Examples include mundane but necessary things such as garbage cans, picnic tables, playground equipment, etc. In addition, there will be operational costs for associated with maintenance of the park.

RECOMMENDATION:
That the Council set a public hearing date to hear public testimony on the adoption of a master plan concept that will be the basis for a conditional use application with Marion County.

WILLIAM I. PETERSON
ENGINEERING CONSULTANTS, INC.
4300 CHERRY AVENUE
KEIZER, OR 97303

KEIZER RAPIDS PARK - CONCEPTUAL COST ESTIMATE

Date: 8/3/2006

Chemawa Road End of Pavement to West End Parking Lot:

1st Phase: 650 feet of 34' wide Turnpike Section 2.5" HMAC

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	0.51	Acres	per Acre	$3,805.10
excavation and fill	1,366.93	Cu. Yd.	per Cu. Yd.	$13,669.26
8" base rock	1,677.96	Tons	per Ton	$26,847.41
2.5" HMAC	348.075	Tons	per Ton	$22,624.88

$66,946.64

2nd Phase: 1000 feet of 34' wide Turnpike Section 2.5" HMAC

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	0.78	Acres	per Acre	$5,853.99
excavation and fill	2,102.96	Cu. Yd.	per Cu. Yd.	$21,029.63
8" base rock	2,581.48	Tons	per Ton	$41,303.70
2.5" HMAC	535.5	Tons	per Ton	$34,807.50

$102,994.83

Parking: 250' x 70

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	0.40	Acres	per Acre	$3,013.09
excavation and fill	1,082.41	Cu. Yd.	per Cu. Yd.	$10,824.07
8" base rock	1,328.70	Tons	per Ton	$21,259.26
2.5" HMAC	275.625	Tons	per Ton	$17,915.63

$53,012.04

Sub Total Chemawa Road End of Pavement to West End Parking Lot **$222,953.51**

Marina Facility Access Road and Adjacent Facilities:

Entrance Feature: Lump Sum **$50,000.00**

Road: 2100 feet of 22' wide Turnpike Section 2.5" HMAC

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	1.06	Acres	per Acre	$7,954.55
excavation and fill	2,857.56	Cu. Yd.	per Cu. Yd.	$28,575.56
8" base rock	3,507.78	Tons	per Ton	$56,124.44
2.5" HMAC	727.65	Tons	per Ton	$47,297.25

$139,951.80

Marina Parking: 250' x 350'

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	2.01	Acres	per Acre	$15,065.43
excavation and fill	5,412.04	Cu. Yd.	per Cu. Yd.	$54,120.37
8" base rock	6,643.52	Tons	per Ton	$106,296.30
2.5" HMAC	1378.125	Tons	per Ton	$89,578.13

$265,060.22

Ramp: 30' x 200'

Length (ft) = [redacted] Width (ft) = [redacted]

clearing & grubbing	0.14	Acres	per Acre	$1,033.06
excavation and fill	371.11	Cu. Yd.	per Cu. Yd.	$3,711.11
8" base rock	455.56	Tons	per Ton	$7,288.89
2.5" HMAC	94.5	Tons	per Ton	$6,142.50

$18,175.56

Bridge at Ramp: Lump Sum **$125,000.00**

contiued

Playground Parking: 70' x 460'

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	0.74	Acres	[redacted]	per Acre	$5,544.08
excavation and fill	1,991.63	Cu. Yd.		per Cu. Yd.	$19,916.30
8" base rock	2,444.81	Tons		per Ton	$39,117.04
2.5" HMAC	507.15	Tons		per Ton	$32,964.75
					$97,542.16

Playground: Lump Sum **$50,000.00**

Amphitheater: Lump Sum **$50,000.00**

Educational Facility: Lump Sum **$150,000.00**

Basketball / Tennis Courts Lump Sum **$100,000.00**

Dog Park:

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	4.82	Acres	[redacted]	per Acre	$14,462.81
seeding	4.82	Acres		per Acres	$4,820.94
					$19,283.75

Parking for Amphitheater, Educational Facility, Basketball/Tennis Courts, & Dog Running:

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	0.45	Acres	[redacted]	per Acre	$3,357.44
excavation and fill	1,206.11	Cu. Yd.		per Cu. Yd.	$12,061.11
8" base rock	1,480.56	Tons		per Ton	$23,688.89
2.5" HMAC	307.125	Tons		per Ton	$19,963.13
					$59,070.56

Playfield Area:

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	10.33	Acres	[redacted]	per Acre	$77,479.34
seeding	10.33	Acres		per Acres	$10,330.58
					$87,809.92

Sub Total Marina Facility Access Road and Adjacent Facilities: **$1,211,893.96**

Continued

BMX Access Road and Adjacent Facilities:

Road:	1500 feet of 22' wide Turnpike Section 2.5" HMAC					
	Length (ft) = [redacted]	Width (ft) = [redacted]				
	clearing & grubbing	0.76	Acres	[redacted]	per Acre	$5,681.82
	excavation and fill	2,041.11	Cu. Yd.		per Cu. Yd.	$20,411.11
	8" base rock	2,505.56	Tons		per Ton	$40,088.89
	2.5" HMAC	519.75	Tons		per Ton	$33,783.75
						$99,965.57
BMX Parking:	170' x 150					
	Length (ft) = [redacted]	Width (ft) = [redacted]				
	clearing & grubbing	0.59	Acres	[redacted]	per Acre	$4,390.50
	excavation and fill	1,577.22	Cu. Yd.		per Cu. Yd.	$15,772.22
	8" base rock	1,936.11	Tons		per Ton	$30,977.78
	2.5" HMAC	401.625	Tons		per Ton	$26,105.63
						$77,246.12
BMX Course:	Lump Sum					**$20,000.00**
Head In Parking	150 x 20					
	Length (ft) = [redacted]	Width (ft) = [redacted]				
	clearing & grubbing	0.07	Acres	[redacted]	per Acre	$516.53
	excavation and fill	185.56	Cu. Yd.		per Cu. Yd.	$1,855.56
	8" base rock	227.78	Tons		per Ton	$3,644.44
	2.5" HMAC	47.25	Tons		per Ton	$3,071.25
						$9,087.78
Kiosk:	Lump Sum					**$5,000.00**
Gate Relocation::	Lump Sum					**$1,000.00**
Sub Total BMX Access Road and Adjacent Facilities:						**$212,299.47**

Continued

Trails, Picnic Shelters, & Fitness Course:

Soft Surface:

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	1.10	Acres	[redacted]	per Acre	$8,264.46
excavation and fill	2,968.89	Cu. Yd.		per Cu. Yd.	$29,688.89
4" Wood Chips	15,840.00	Cu. Ft.		per Cu. Ft.	$15,840.00
					$53,793.35

Hard Surface:

Length (ft) = [redacted]	Width (ft) = [redacted]				
clearing & grubbing	1.84	Acres	[redacted]	per Acre	$13,774.10
excavation and fill	4,948.15	Cu. Yd.		per Cu. Yd.	$49,481.48
8" base rock	6,074.07	Tons		per Ton	$97,185.19
2.5" HMAC	1260	Tons		per Ton	$81,900.00
					$242,340.77

Picnic Shelters:	Lump Sum	[redacted]	Each	[redacted] Each	**$45,000.00**
Fitness Course:	Lump Sum				**$10,000.00**

Sub Total Trails, Picnic Shelters, & Fitness Course: **$351,134.12**

Grand Total: **$1,998,281.06**

CITY COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: MAYOR AND CITY COUNCIL

FROM: CHRISTOPHER C. EPPLEY
CITY MANAGER

SUBJECT: CIVIC CENTER FUNDING PACKAGE

BACKGROUND

In May of 2002 and again in March of 2004, Council appointed citizen task forces recommended that the City Council take steps to develop new City Hall and Police Department facilities on the existing City owned land at 930 Chemawa Road, NE. A space needs analysis was completed and current project costs are estimated at $13,400,000. City Council has decided to move forward with the construction of these facilities using Urban Renewal funds and other cash the City is able to dedicate to the project by liquidating certain City assets and whatever other means deemed prudent and necessary to acquire the necessary project funding.

At the City Council meeting on July 17th, 2006 the City Manager was directed to prepare an RFP for architectural and engineering services to design the new Police Department and City Hall facilities and provide construction administration for the construction phase of the project.

The proposed RFP for these services is attached for your review.

RECOMMENDATION

I recommend that the City Council review the RFP document and direct the City Manager to proceed with the architect and engineering services selection process as per the time line outlined in the RFP.

City of Keizer, Oregon
Request for Proposals #0806
City Hall & Police Department
Design & Construction Management

Overview

The City of Keizer is requesting qualified applicants to submit proposals for architect/engineering and construction administration services to the City of Keizer, Oregon for the design, bid and administration of the eventual construction contract for City Hall and Police Department facilities.

In 2002 and again in 2004, citizen task forces appointed by the City Council studied the existing City Hall and Police Department facilities and recommended moving forward with replacement of the structures at the earliest convenient opportunity. The second task force worked with an architect firm to develop a space needs analysis, answer basic questions about building design, and prepare a conceptual site plan for replacement of the structures on the City's existing property at 930 Chemawa Road, NE in Keizer. This work product is available on the City's web site www.keizer.org under the heading – New Civic Center Info.

The conceptual site plan calls for two-buildings to be constructed and one building to be remodeled at the 930 Chemawa Road, NE site. The Police Department is anticipated to require approximately 16,100 square feet of usable floor space to meet the 20-year need horizon. The City Hall is anticipated to require approximately 24,566 square feet of usable floor space to meet the 20-year need horizon. The conceptual site plan also calls for a remodel of an existing auditorium at 3,660 square feet of usable floor space with an addition of approximately 2,250 square feet of usable floor space. The total estimated finished product is anticipated to be approximately 46,576 combined square feet.

In the conceptual site plan, the Police Department is identified as a single story structure with secure parking and sally port facilities. The City Hall is identified as a multi-story structure with intuitive design and adjacencies to maximize efficiency and ease of use by customers. The existing auditorium is a stand alone building and has been identified as a usable structure if significantly remodeled. The existing City facilities are to continue to be used during the construction of the new facilities so as to eliminate displacement of staff and City functions until the new structures are ready to be occupied.

The City is seeking a firm that is experienced in constructing police, city hall, and other civic facilities and can work with a task force comprised of members of the City Council, citizens and City staff to accomplish the following tasks:

- **Utilize work accomplished to date, including space needs analysis performed in 2004, to evaluate/confirm the City's current and future facility needs. Conserve City resources including but not limited to funding, time and staffing assets whenever possible during the process.**

- **Design and conduct extensive public process to obtain input on the types of public facilities desired by the citizenry and to determine ultimate design features for the facilities.**

- **Explore the costs, benefits, and potential grant or other funding sources related to implementing LEED standards in the design and construction of the new facilities so as to create efficient and sustainable buildings. These measures should include but not be limited to the exploration of eco roofs, ultra efficient mechanical systems, active and passive solar energy generation and utilization, fuel cell technology, and other measures that may be efficient, cost effective and provide an energy and/or ecological benefit to the project.**

- **Produce design schematics and construction plans appropriate for bidding and ultimate construction of the City Hall and Police Department and the remodel and addition to the City Auditorium on City owned property at 930 Chemawa Road, NE. Demolition of existing structures on location, and complete site development are to be included as part of the project. A component of this material should be appropriate for public consumption including large visual informational poster boards, pamphlets and brochures.**

- **Manage bid advertising, certification and selection process to select a contractor to construct the facilities.**

- **Act as Construction Administrator for the City during the construction phase of the project.**

The consultant is to be appointed by the Mayor and City Council and work under the general direction of the City Manager and/or his/her designee.

As a result of this Request for Proposals (RFP), the City will select a top qualifier with whom to commence contract negotiations. If negotiations are successful, the City will enter into a professional services contract with that firm.

About the City of Keizer

Keizer was established in 1982 under a Council/Manager form of government and currently has a population of 35,350. The City is bordered on the western edge by the Willamette River, southern edge by the city of Salem, eastern edge by Interstate 5, and the northern edge by rural portions of Marion County. Keizer is approximately 35 miles south of Portland.

The City of Keizer operates under a Council-Manager form of government. The City Council consists of a Mayor and six Councilors. The Mayor's term runs two years and the Councilors serve four-year staggered terms. The City Manager is the administrative head of city government and is appointed by the City Council. Presently there are 83-City employees working in 7 departments: Administration, Finance, Human Resources, Public Works, Community Development, Municipal Court and Police Services.

The City manages and operates a robust urban renewal district, which will play a large part in the development of these facilities.

Time Line

♦ Issue Requests for Proposal (RFP)	Aug 11, 2006
♦ Receive RFP Submittals	Sept 15, 2006
♦ Evaluate RFP Submittals, rank firms, interview finalists	Sept 16, 2006 – Sept 29, 2006
♦ Council selects successful firm	Oct 2, 2006
♦ Complete negotiations and contract with successful firm	Oct 3, 2006 – Oct 13, 2006
♦ Present Contract to Council for approval	Oct 14, 2006
♦ Enter into contract with successful firm	Oct 15, 2006

Scope of Services

The scope of services for this project will be as follow:

1. Attend meetings, as requested, of the Keizer City Council, including regular meetings, special meetings, executive sessions, and work sessions. Regular meetings are normally held on the first and third Mondays of each month, beginning at 7:00 p.m., and typically run two to three hours in duration. The Council may meet in executive sessions beginning at 6:00 p.m. prior to the regular Monday meetings, and work sessions may be held at any time, but are usually on the second or fourth Mondays of the month.

2. Attend City Hall & Police Department task force meetings as necessary to provide services and receive general direction. This task force will be appointed by the City Council and will consist of members of the City Council, citizens at large and City staff. The members of this task force will determine the meeting dates, times and meeting durations.

3. Evaluate the work completed to date on the City's existing City Hall, Police, and Auditorium facilities including:

   - 2004 space needs analysis
   - 2004 conceptual site plan
   - Other work completed by the two Civic Center task forces that have worked on this project since 2002

4. Thoroughly evaluate the costs and benefits of utilizing LEED standards for the design of the facilities. Provide research on possible grants or other funding sources to offset the costs of developing public facilities to LEED standards.

5. Develop public process to collect input from citizenry on the needs and design features of the facilities. These efforts should include but not be limited to:

   - Task Force meetings
   - Open house(s)
   - Public hearing(s)

6. Develop design schematics and construction documents appropriate for an open bidding process to seek a construction contractor to build the facilities as approved by the City Council. The design of the facilities should pay close attention to adjacencies of services and reflect the highest ideal of efficiency, customer service and employee safety/security. The firm should be prepared to make a public presentation to the City Council at each major phase of the design process so as to provide information and take input and guidance.

7. Develop a site plan that addresses the entire project site and includes such issues as traffic flow, utilities placement, parking, landscaping, security, etc.

8. Manage the open bidding process to select a construction contractor to build the facilities per design as approved by the City Council.

9. Act at City's representative during the construction phase as the Construction Administrator to interface between the City and the construction contractor, ensuring that the facility is built to the highest quality standards and in the most cost effective manner. The Construction Administrator will be responsible for minimizing change orders and managing the construction schedule to avoid cost and time overruns to the best of their ability.

Qualifications & Requirements

Following are the minimum qualifications and requirements deemed necessary to succeed as the facilities planning consultant for the City of Keizer. Each item must be addressed in your response to the Request for Qualification:

1. At least one principal in the firm, preferably the lead consultant, must have a minimum of 5-years current experience in providing services to municipal clients in City Hall and Police Department design consulting and construction management.

2. Applicant must be familiar with laws, rules, regulations and operating procedures relative to the conduct of business at the City of Keizer or demonstrate the ability to acquire familiarity with such laws, rules, regulations and operating procedures in order to efficiently and effectively assume contract responsibilities within 30- days of entering into a contract with the City.

3. The applicant will be able to ensure the delivery of professional and cost-effective City Hall and Police Department facility design consulting and construction management services. Success in this area would likely include providing sufficient staffing levels, and viable billing and reporting system, and the ability to interact and communicate, including email, with Task Force members, City Council, the City Manager and other key City employees.

4. The successful applicant will avoid all situations that would prove to be a conflict of interest, illegal, or inappropriate in any manner. Should a conflict of interest arise involving the City and other clients of the applicant, the City would have prior claim to the services of the applicant to the extent permitted by the rules of legal ethics.

5. The applicant's proposal must be consistent with the needs and best interests of the City of Keizer and its citizens.

6. The applicant's firm must be able to be bonded and carry professional liability insurance in the amount of $250,000.

Content of Responses

Responses to this Request for Proposals must be complete, timely, and submitted in conformance with the RFP specifications, including addressing all items listed below.

1. Describe your firm's background and history, including the number of years in business and the scope of service currently provided to clients. Include a statement describing why your firm is qualified to perform the work outlined in this RFP and detailing the proposed approach to performing this work.

2. Describe your firm's staffing proposal for providing facility design and construction management services as indicated in this RFP. Describe the training and experience (including years) of the person(s) who would be providing the different services, as well as other principals, if any. Have available upon request resumes for other key staff that will be providing facility design and Construction Administration services.

3. Provide a proposed time table for the project between the letting of this contract and breaking ground on the proposed City Hall and Police Department facilities. Include the proposed public process elements as part of this draft time table.

4. Describe your firm's current experience in providing Police Department and City Hall design services and Construction Administration services to governmental entities, including the names of current or recent government clients. Describe your firm's experience in providing advice and services to City Management, staff, and policy-making boards. Include a discussion of how your current and past experience will enable you to effectively and efficiently complete the project described in this document.

5. Describe the workload capacity of your firm and any limitations you would foresee in your firm's ability to handle this project.

6. Describe your firm's philosophy of providing professional consulting services to municipalities and/or other governmental agencies.

7. Describe the approach you would use to communicate and coordinate with the City Council, the City Manager, City employees, citizen task force members and the media.

8. Provide at least two examples of similar projects your firm has successfully handled for municipal or other public agency clients, including the names of the staff members who worked on those projects.

9. Provide a minimum of three (3) client references, at least one (1) of which must be from the public sector and one (1) must be peer references on behalf of your firm of a positive professional reputation.

10. Provide a proposed hourly rate schedule for all positions that would be providing services for this project.

11. Provide any other information that you believe is important or relevant to this RFP.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience and training, financial affairs and related matters of any firm or individual under consideration for a contract resulting in successfully completing the RFP process. Said investigations may include, but are not limited to, credit reports, submission of audited financial statements, communication with principal clients, as appropriate, relating to the ability of your firm to successfully perform the duties and responsibilities of a facility planning consultant.

Evaluation of Requests for Qualifications & Selection

The City reserves the right to accept or reject any or all submissions in the best interest of the City. In connection with the evaluation, the City may, at its option, invite one or more applicants to make an oral presentation to the City Staff and/or City Council at a time and location to be announced, and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

A selection committee consisting of the City Manager, the Police Chief and the Citizen/City Council Task Force members will evaluate Request for Proposal submissions on the following criteria (not in ranked order).

1. Meets all qualifications and requirements identified in this RFP.

2. Includes complete and clear responses to items in the **Content of Responses** section.

3. Breadth and relevance of experience in facility planning.

4. The professional reputation on the part of the applicant firm and each individual firm member for providing high-quality services and demonstrating sound judgment, integrity, and reliability as determined by a thorough and complete background check.

5. Familiarity with laws and regulations governing Oregon local governments and operating procedures relative to the conduct of city business.

6. Demonstrated expertise in City Hall and Police Department facility design and Construction Administration.

7. Adequate range of services offered by the firm.

8. Demonstration of workload capacity and a level of experience commensurate with the level of service required by the City.

9. The applicant's ability to work cooperatively with the City Council, City Manager, City employees and members of the business community and general public as demonstrated by positive current client references.

10. Cost of providing the services for the project outlined in this RFP.

11. Supplemental information submitted by the applicant.

12. Results of the interview, if conducted.

Submittal Deadline

One (1) original and eight (8) copies of the submission, clearly marked "Statement of Qualifications to Provide City Engineering Services" must be received by **3:00 p.m., Friday, September 15th, 2006.**

Deliver to:

Christopher C. Eppley
City Manager
City of Keizer
930 Chemawa Road, NE
PO Box 21000
Keizer, OR 97307-1000

Submissions received after that date and time will not be accepted or considered.

Questions regarding responses to this RFP or requests for general information regarding the City of Keizer should be directed to Christopher C. Eppley, City Manager, City of Keizer, at (503) 390-3700.

CITY COUNCIL MEETING: August 7, 2006

AGENDA ITEM NUMBER:

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THRU: **CHRIS EPPLEY, CITY MANAGER**

FROM: **DIANNE HUNT, HUMAN RESOURCES DIRECTOR**

SUBJECT: **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KEIZER AND THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320**

BACKGROUND:

The City's contract with the Laborers International Union of North America, Local 320 (L320) expired June 30, 2006. City staff and L320 representatives have negotiated a new Collective Bargaining Agreement effective July 1, 2006. The Personnel Policy Committee reviewed the terms of the contract and unanimously recommends the contract to council. The Agreement is attached as Exhibit 'A'.

FISCAL IMPACT:

The financial impacts of this contract have been anticipated in the Fiscal Year 2006-07 budget and planned for in the Long-Range Financial Plan.

RECOMMENDATION:

It is recommended that the Council adopt the attached resolution authorizing the City Manager to sign the Collective Bargaining Agreement between the City of Keizer, Oregon and the Laborers International Union of North America, Local, effective July 1, 2006 through June 30, 2009.

If you have any questions, do not hesitate to contact me at 503-856-3417 or email me at huntd@keizer.org.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R06-_____

RATIFYING A COLLECTIVE BARGAINING AGREEMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign a three-year collective bargaining agreement with the Laborers International Union of North America, Local 320.

BE IT FURTHER RESOLVED said agreement, which is attached as Exhibit 'A' and by this reference incorporated herein, is effective July 1, 2006 through June 30, 2009.

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

_____
Mayor

_____
City Recorder

Exhibit 'A'

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KEIZER, OREGON

AND

LABORERS INTERNATIONAL UNION
OF NORTH AMERICAN,
LOCAL 320

2006 - 2009

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CITY OF KEIZER

PREAMBLE

This Agreement is entered into as of the by and between the CITY OF KEIZER, OREGON, hereinafter referred to as the "City" and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 320, affiliated with OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth the full and complete Agreement between the parties on those matters pertaining to rate of pay, hours of work, fringe benefits and other conditions of employment.

SCOPE OF AGREEMENT

This Agreement shall apply to all utility workers employed by the City of Keizer, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City.

ARTICLE 1
RECOGNITION

The City recognizes the Union as the exclusive bargaining agent as certified by the Employment Relations Board for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all utility workers employed by the City of Keizer Public Works Department, excluding seasonal and temporary employees and supervisory and confidential employees as defined by ORS 243.650 and any additional exempt positions created by the City. Seasonal employees are those hired for 1040 hours or less in a calendar year.

ARTICLE 2
UNION SECURITY AND CHECKOFF

Section 2.1. Membership or nonmembership in the Union shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong to the Union shall make a payment in lieu of dues to the Union. Such payment shall be equal to and shall in no event exceed periodic Union dues uniformly required. Should such "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, the preceding sentences shall be inoperative. It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the City. The Union agrees that no disciplinary or other action will be taken by the Union against employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 2.2. The City agrees to deduct from the paychecks of each employee who has so authorized it the regular initiation fee (for new employees) and regular monthly dues uniformly required of members of the Union or monthly "payment in lieu of dues," as the case may be. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization for such deduction shall be in writing, signed by the employees on forms furnished by the Union. The performance of this service is at no cost to the Union. The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provision for dues deductions and "fair share" deductions. While the City will not be held liable for deduction errors, it will make proper adjustments with the Union for errors as soon as it is practicable. In order for both parties to have adequate information on dues deduction, an updated list of the names of all employees in the bargaining unit will be delivered to the Union along with the monthly transmittal of the deductions. The Union

agrees to refund to the City any deductions and dues paid to it in error as soon as it is practicable. Such refunded money shall then be returned to the employee(s) as appropriate. The City agrees to provide to the Union the names of new employees within 30 days of the first day of employment of each new employee represented by this Agreement.

Section 2.3. Any employee who objects to membership in the Union on the basis of religious tenets or teachings of a religious body of which such employee is a member shall inform the City and the Union of the objection. The employee shall establish with the Union an arrangement for the distribution of an amount of money equivalent to periodic Union dues uniformly required to a mutually acceptable nonreligious charitable organization.

Section 2.4. All employees covered by this Agreement shall within 30 days of employment either (1) become a member of the Union, (2) tender to the Union his/her fair share payment in lieu of dues, or (3) come to agreement with the Union on payment to a charitable organization based upon the religious grounds described in Section 2.3.

The Union assumes responsibility for repayment of monies found to be illegally deducted by the City under this Article.

ARTICLE 3
MANAGEMENT RIGHTS

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

1. To determine the governmental services to be rendered to the citizens of the City's service area.

2. To determine financial, budgetary, accounting and organization policies and procedures. Reimbursements that qualify under the Internal Revenue Tax Code will be taxed according to IRS regulations.

3. To oversee personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of the Agreement.

4. To manage and direct the workforce, including the right to:
   - To determine the methods, processes and manner of performing work;
   - To establish new positions and to determine their proper classification;
   - To determine the duties and qualifications to be assigned or required and determine job classifications;
   - To hire, promote, demote, transfer and retain employees;
   - To discipline and discharge;
   - To lay off and the right to abolish positions or reorganize departments or divisions;
   - To determine schedules of work;
   - To purchase, dispose and assign equipment or supplies: and
   - To contract or subcontract any work.

This article shall not preclude the Union and the City from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least seven (7) working days prior to such meeting as to the subject matter to be discussed.

The exercise of management rights except where modified by specific provision of this Agreement or by law, is not subject to negotiation during the term of this Agreement.

ARTICLE 4
STRIKES AND LOCKOUTS

Section 4.1. The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause, permit or participate or join any strike, work stoppage, or slowdown, picketing, or any other restriction of work at any location in the City. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross such picket line in the fine of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

Section 4.2. In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line or other individual choice or collective employee conduct, the Union will, upon notification, secure an immediate and orderly return to work. This obligation and the obligations set forth in Section I above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance procedure of the Agreement.

Section 4.3. There will be no lockout of employees in the unit by the City as a consequence of any dispute covered by the terms of this Agreement arising during the period of the Agreement.

ARTICLE 5
HOLIDAYS

Section 5.1 – Eligibility. All bargaining unit members shall receive regular compensation for each authorized holiday, except when the employee is on leave without pay. All regular part-time and job share employees compensation shall be prorated based on the number of hours they are regularly scheduled to work.

Section 5.2 - Holidays Observed. The following holidays are considered compensable holidays:

- New Year's Day — January 1;
- Martin Luther King Jr.'s Birthday — 3rd Monday in January;
- President's Day — 3rd Monday in February
- Memorial Day — Last Monday in May
- Independence Day — July 4;
- Labor Day — 1st Monday in September
- Veterans' Day — November 11;
- Thanksgiving Day — 4th Thursday in November;
- Day after Thanksgiving Day — 4th Friday in November;
- Christmas Day — December 25;

Whenever a holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. An authorized holiday that occurs during vacation or sick leave shall not be charged against such leave.

Section 5.3 - Rescheduling of a holiday. When an authorized holiday falls on an employee's regularly scheduled day off, the holiday may be subsequently rescheduled, if possible, to another day within the same pay period, or employee may be compensated in direct wages at the manager's discretion.

Section 5.4 - Personal Leave. In addition to the above authorized holidays, employees shall receive 16 hours of Personal Leave per fiscal year. Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year.

Personal leave may be taken in one-hour increments. Employees are to request time off with their supervisor in advance. Time off will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not compensable and are not paid at separation.

ARTICLE 6
VACATIONS

Section 6.1 - Eligibility: All continuing full-time employees are eligible for vacation time. Continuing employees shall accrue vacation time on a monthly basis. After six months of employment, a continuing employee is eligible to take accrued vacation leave.

Section 6.2 - Accrual: The amount of vacation time an employee is entitled to earn depends upon the employee's length of service with the City. Except when a department head or City Manager determines that use of vacation leave is inappropriate, an employee shall use at least forty (40) hours of vacation leave each calendar year. Vacation leave shall accrue per month as follows:

- 10.00 hours commencing with the first month through the 48th month (1-4 years);
- 12.00 hours commencing with the 49th month through 108th month (5-9 years);
- 13.33 hours commencing with the 109th month through the 168th month (10-14 years);
- 16.67 hours after the 168th month (15 years and up).
- Part-time employees shall accrue vacation leave on a prorated basis.

Section 6.3 - Maximum Accrual: The maximum number of hours of vacation an employee may accrue is **400 hours.**

Section 6.4 - Pay for Vacation: An employee may elect to cash in vacation pay with the approval of the department head, either in conjunction with or after taking forty (40) hours of vacation leave.

Section 6.5 - Effect of Holiday: When an authorized legal holiday occurs during the vacation period, such day shall be observed as a holiday and not be deducted from earned vacation leave.

Section 6.6 - Vacation Scheduling: Vacations may be taken any time during the calendar year with advance approval of the employee's supervisor and based on City needs. For vacation leave greater than three (3) days, employees must provide their supervisors with two (2) weeks written notice of their intention to take vacation leave. Requests for vacation leave less than three (3) days will be granted on the basis for each unit of time off requested, an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advanced notice, etc.). Vacations may be taken in increments of hourly, daily, or weekly.

Section 6.7 - Concurrent Leaves: No vacation time will accrue during a period while an employee is on an unpaid leave of absence that exceeds thirty days in duration, or is receiving workers' compensation benefits.

If the leave is for a qualified FMLA or OFLA purpose, all leaves of absence shall be counted against the employee's family leave entitlement.

Section 6.8 - Effect of Separation: Employees who have not completed six months employment will not be paid for accrued vacation hours. Employees who separate from the City, either voluntarily or involuntarily, after six months of continuous employment, will be entitled to all accrued unused vacation pay calculated according to the accrual schedule.

ARTICLE 7
HOURS OF WORK

Article 7 is intended as a basis for recognizing overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 7.1 – Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for rest periods and an unpaid meal period.

Section 7.2 – Workweek. Currently, a regular work schedule normally incorporates fourteen (14) calendar days. Every reasonable effort will be made by the City to provide a regular schedule and two consecutive days off for employees involved in continuous service operations. The City may change schedules to the extent consistent with operating requirements of the City.

Section 7.3 - Hours. Currently, the two-week schedule, for the Street and Water Division workers, consists of eight nine-hour shifts and one eight-hour shift, with every other Friday off work. The schedule for the Parks Division workers currently consists of five eight-hour shifts per week. The City may change the hours of work to the extent consistent with operating requirements of the City.

Section 7.4 - Work Schedules. All employees shall be scheduled to work on a regular shift, and each shift shall have regular starting and quitting times. Except for emergency situations, as set by the City and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted. Work schedules will be posted as soon as practical.

Section 7.5 – Duty Hours. All employees will be required to complete a 7-day duty shift beginning at 5:00 p.m. Monday and ending the following Monday at 5:00 p.m.

Section 7.6 - Rest Periods. All employees shall be granted a 15-minute rest period during each half shift, except in emergency situations. Rest periods shall be taken at approximately the middle of each half-shift. Rest periods shall be taken at the jobsite at which work is being performed or at a City facility.

Section 7.7 - Meal Periods. All employees shall be granted a lunch period of not less than one-half hour for 9-hour shift days or more than one hour for 8-hour shift days, except in emergency situations. The lunch period shall be without pay, and shall be taken at approximately the middle of the work shift.

ARTICLE 8
SICK LEAVE

Section 8.1 – Eligibility. All employees shall accrue sick leave at the rate of eight (8) hours leave for each calendar month of service.

Section 8.2 – Accrual. Sick leave accrues from the date of employment, but it shall not be granted until the successful completion of six months of continuous service. Unused sick leave will be carried forward to the next

year. Employees shall be entitled to unlimited sick leave accrual. Sick leave cannot be used for vacation. If an employee runs out of sick leave, any additional sick time missed will automatically be deducted from the employee's available accrued leave. If no leave is available, the leave will be without pay.

Section 8.3 - Donation of Sick Leave. An employee may donate up to 40 hours of unused sick leave per calendar year to co-workers on extended medical leave due to their own, or their immediate family as defined by Family Medical Leave Act and Oregon Family Leave Act, serious health condition or catastrophic illness. These options will be determined on a case by case basis, and will require written request and the approval of the Department Head and the City Manager. To be eligible, a donee must have exhausted all sick leave, compensatory time, vacation, and holiday time prior to receipt of any donated sick leave.

Section 8.4 - Sick Leave upon Separation. No payment for accrued sick leave will be paid upon separation.

Section 8.5 – Retirement. Upon retirement of an employee, fifty percent (50%) of unused sick leave shall be credited toward retirement benefits.

Section 8.6 - Sick Leave without Pay. Upon written application, a leave of absence without pay for non-job related medical reasons may be granted by the City Manager for the remaining period of disability after earned sick leave and other accrued leaves have been exhausted. At the end of one year, an extension must be requested in writing and approved by the City Manager, who may require that the employee submit a certificate from the attending physician.

Section 8.7 - Procedure. Employees are expected to call their immediate supervisor on each occasion of absence from work stating the reason for his/her absence as soon as practically possible. The City may require a written statement from a physician after three days absence. A physician's release will be required when the City has reason to believe the employee's return to work would present a health hazard to either the employee or coworkers in their work place. Any sick leave donated will be on hour-for-hour basis.

ARTICLE 9
OTHER PAID LEAVES OF ABSENCE

Section 9.1. Jury Duty. Employees shall be granted leave with pay for serving on a jury. Upon being excused from jury service for any reason an employee shall immediately contact the department head or the immediate supervisor for work assignment for the remainder of his regular workday. Employees shall tender to the City any jury duty pay.

Section 9.2. Required Court Appearances. Leave of absence with pay shall be granted for attendance in any court in connection with an employee's officially assigned duties, provided that the requirement to appear in court in as a result of a subpoena filed with the City. The period of such authorized absence shall include the time required for travel (to the court and return to the employee's wok site or The City of Keizer), whichever is appropriate. This provision does not apply in any case where the Union or the employee is a complainant in a case against the City.

Section 9.3. Military Leave With Pay. A full time employee who has completed his required period of probation and who is a member of the Oregon National Guard or of any reserve component of the Armed Forces of the United States, is entitled to a leave of absence with pay from the duties for a period not exceeding 15 calendar days in any single calendar year. Such leave shall be granted without loss of pay and without impairment of other benefits to which he is entitled, except that such leave shall not be construed as official City business. Military leave with pay may be granted only when an employee receives bona fide military orders to active duty for a temporary period. A copy of the appropriate military orders must be furnished to the City when the employee receives same in order for the City to make whatever shift scheduling will be required during the affected

employee's absence. Any employee on military leave with pay shall not be paid for such leave by the City unless the employee returns to his position with the City immediately following expiration of the period for which he was ordered to temporary active duty Leave with pay shall not be granted to employees entering the military service for extended and indefinite periods of active duty.

Section 9.4. Bereavement Leave. All employees in the bargaining unit will be entitled to the same bereavement leave benefits as the unrepresented employees as offered and changed by the City. For purposes of this section, the immediate family includes: Mother, Father, Son, Daughter, Sibling, Husband, Wife, Mother-in-law, Father-in-law, Grandparent, Grandchild, and other persons residing in the employee's immediate household.

ARTICLE 10
UNPAID LEAVES OF ABSENCE

A regular employee may be granted a leave of absence without pay up to thirty (30) days when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. An employee's position will be held open until the ending time approved in the leave request subject to the operational needs of the City.

ARTICLE 11
COMPENSATION

Section 11.1. The City agrees to pay bargaining unit members during the term of this Agreement the salaries as defined in the salary Matrix system adopted July 1, 2006.

1. The City Council recognizes that fluctuations in the state's economy will affect the market value of salaries. The salary matrix shall automatically be amended each year of this Agreement in July to reflect these fluctuations by incorporating any increases necessary into the matrix as determined by the Portland CPI-W (Consumer Price Index-w) for the prior year (January-December). If the Portland CPI-W indicates a reduction, no change will be made to the matrix. Notwithstanding, these CPI increases will be subject to a minimum increase of 1% and a maximum increase of 3% in each year of this Agreement. (This provision will terminate with the Agreement and will not be part of the status quo.)

2. Salary surveys for all classifications will be performed on a schedule of no less than every three (3) years. Salary surveys will be conducted by an independent contractor:

   (a) Receiving annual cost of living increases;

   (b) Receiving annual step increases, based on satisfactory job performance until they reach the maximum Step Ten (10).

   (c) Discretionary merit increases as approved by the City Manager and City Council.

3. Any city employee is eligible to receive a second language differential of 2.5% if the employee is required to acquire this skill or if the City Manager determines that the second language is of benefit to the City. Employee must be fluent in the language as determined by the City Manager.

4. ADVANCED CERTIFICATION. Upon submittal of evidence that the employee has received certification above their level of classification and approved by management, the employee shall receive an additional thirty-five (35) cents per hour over and above their hourly base pay for holding one certification above their

level of classification. This pay shall cease when and if the employee moves into a higher Municipal Utility Worker classification.

Section 11.2. Employees shall be reimbursed for non-voluntary official use of an employee's personal automobile at the current IRS rate. The employee must obtain prior authorization before using their personal automobile for official City business. The employee shall provide an official City Reimbursement Request Form to the City prior to payment of reimbursement.

Section 11.3 – Reading the Pumps. Employees assigned to read the pumps on weekends and holidays will be paid three hours of overtime.

Section 11.4 – Callback. Callback is defined as hours a full-time employee is called back to work. Overtime will be paid for a minimum of two hours on a callback. Because of the possibility of multiple calls in a short period of time, the following is offered as a clarification of the two-hour minimum.

- If the call takes, for example, 1.5 hours to complete, the employee will be paid for 2 hours.
- If, while the employee is in the first two hours of the callback, additional calls are received and are completed within the two hours, the employee will be paid for two hours.
- If the call(s) in the first two hours of the callback takes over two hours to complete, then the employee will be paid for the number of hours worked, rounded up to the next whole hour. For example: for work over two hours, but less than three hours, the employee will be paid for three hours; for work over three hours, but less than four hours, the employee will be paid for four hours; and so on.

Section 11.5 - On-Call Duty Pay. Any employee assigned by his supervisor to be On-Call Duty time, after regular business hours, and who is required to be able to report to work within thirty (30) minutes of being called to work shall be compensated at the rate of $200 for the 7-day period. Scheduled On-Call Duty means that the employee will be required to respond to "pager calls" for work situations requiring the assigned employee's immediate attention.

Section 11.6-Emergency Callback. Staff who are not on regularly scheduled On-Call Duty and are called back to work after their regular scheduled shift day ends will be compensated at the rate of one and one-half times the regular rate of pay.

Section 11.7 - Overtime.

(1) Except as provided for herein, employees shall be compensated at the rate of one and one-half times the regular rate of pay under the following conditions, but in no event shall such overtime compensation be received twice for the same hours:

a. All assigned hours worked in excess of nine (9) hours per day in a five day work week, or eight (8) hours per day on the ninth day of the two week schedule, for the Street and Water Division employees, or eight (8) hours per day for the Park Division employees (authorized meal times shall not be counted);

b. All hours worked in excess of 80 hours in a two-week period.

(2) Employees may accumulate compensatory time in lieu of overtime at the rate of one and one-half times the amount of actual time worked in excess of their regular hours and will be entitled to take said time off from

work. A maximum of 60 hours may be accumulated, with no time limit on when this time must be used. Any amount accumulated over 60 hours will be paid to the employee on the next regular pay period.

(3) All work in excess of the regularly scheduled shift shall be paid at the overtime rate of 1.5 times the regular rate of pay for overtime hours worked.

Section 11.8 - Form of Compensation. Compensation for authorized overtime, callback, and all holiday work may be paid or accrued as compensation time at the discretion of the City. All overtime must have prior approval of the department head or designated supervisor.

ARTICLE 12
DISCIPLINE AND DISCHARGE

No regular employee will be disciplined without due process. Due process for the purposes of this Article shall be defined as:

1. The employee will be told the charges and given the information forming the basis for the action.
2. The employee will have the opportunity to respond to the charges.
3. The employee will have an opportunity to discuss the matter with the employee's supervisor.
4. The charges and employee response may be reduced to writing and, upon request; the employee shall be allowed to meet informally with the City Manager to discuss the reason(s) for the disciplinary action. The employee will have the opportunity to include a statement in the employee's personnel file.

The employee will have the right to appeal only this procedure through the Grievance Procedure of this Agreement.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. Any grievance or dispute, which may arise between the parties concerning the application, meaning, interpretation or enforcement of this Agreement, shall be resolved in the following manner and sequence. The grievant may be represented by the Union at each step of this procedure.

Step 1. The affected employee shall first attempt to resolve the dispute informally with the employee's immediate supervisor within seventy-two (72) hours of its occurrence excluding Saturday and Sunday. The immediate supervisor shall then attempt to resolve the matter within ten (10) working days of their discussion with the employee.

Step 2. If the grievance has not been settled between the affected employee and the immediate supervisor, the employee shall present the grievance in writing to the Director of Public Works within ten (10) working days, following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the employee/Union shall include:

(a) a statement of the grievance and the factual allegations upon which it is based;

(b) the Article and Section(s) of this Agreement alleged to have been violated;

(c) the remedy sought;

(d) the name and signature of the individual(s) submitting the grievance or the signature of an authorized union representative in the event the grievance is filed on behalf of an employee(s); and

(e) The date the informal discussion occurred with the immediate supervisor.

Within ten (10) days of receipt of the grievance, the Director of Public Works will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the Director's receipt of the grievance. The Director of Public Works shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance has not been settled between the affected employee/Union and the Department Head, the employee/Union shall present the grievance in writing to the City Manager within ten (10) working days, following the Department Head's response.

Within ten (10) days of receipt of the grievance, the City Manager will schedule a meeting to discuss the dispute with the grievant/Union and such meeting shall occur within thirty (30) days of the City Manager's receipt of the grievance. The City Manager shall render a written decision within ten (10) days following the referenced meeting.

Step 4. If the grievance is not resolved at Step 3, the City and the Union, by mutual agreement, may move to an optional step of a Labor/Management Committee. If this option is not selected within ten (10) days from the issuance of the Step 3 decision by the City Manager, the parties shall automatically proceed to Step 5, below. The Labor/Management Committee shall consist of two representatives appointed by the Union and two representatives appointed by the City. None of the representatives shall be directly involved in the dispute. The Labor/Management Committee shall hear the matter at a mutually convenient time and it shall issue a written decision within two days after hearing the matter. The majority of the Labor/Management Committee shall determine the decision and the decision will be final and binding on all parties. Each member of the Labor/Management Committee shall be entitled to one vote. In the event that the Labor/Management Committee is deadlocked, that result will be noted in writing and the grievance will be deemed to have been denied, allowing the parties to proceed to Step 5.

Step 5. If the grievance is not resolved at Step 4 above and if the Union wishes to pursue the grievance further, the Union shall file a written notice of intent to arbitrate the grievance with the City within fifteen (15) calendar days of the date the decision of the City Manager was received, not including the date of receipt. The parties shall request a list of seven (7) Oregon and Washington arbitrators from the Employment Relations Board. If the parties cannot mutually agree to an arbitrator, they will alternately strike names and the last one will be the arbitrator

Section 13.2. The powers of the arbitrator shall be limited to interpreting this contract and to determine if it has been violated. The arbitrator shall have no power to alter, modify, add to, subtract, or detract from the terms of this contract. The arbitrator shall have no authority to substitute judgment for that of the City where the City has retained the right or discretion to act. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear argument and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear argument and evidence of the merits of the grievance. If requested by either the Union or the City, the hearings for a question of arbitrability shall be held separately from any hearing on the grievance merits. Within the scope of authority granted under this contract, the decision of the arbitrator shall be binding upon both parties to this contract. The selected arbitrator shall render a decision within thirty (30) calendar days after the close of the hearing. The costs of the arbitrator shall be borne equally by the Union and the City. Each party shall be responsible for costs of presenting its own case to arbitration. Should arbitration be canceled due to a settlement, the parties will split equally any cancellation fees.

Section 13.3. If at any step of the grievance procedure the grievant fails to comply with the time limits or procedures set forth in this Article, the grievance shall be deemed abandoned and nonarbitrable. If at any step of the grievance procedures the City fails to issue a response within the time limits set forth in this Article, the

grievance will be deemed to be denied and the grievant and the Union may proceed to the next step of the procedure. Time limits referred to in this Article may be waived or extended by mutual Agreement in writing.

Section 13.4. An authorized Union representative and employee(s) who are directly involved in a particular grievance shall be allowed to attend meetings with representatives of the City without loss of regular pay if such meetings occur during their respective duty periods. The Union shall advise the City as to which employee(s) will attend such meeting. It shall be the responsibility of each individual employee to provide advance notice of the meeting to the immediate supervisor.

ARTICLE 14
PROBATIONARY PERIOD

Section 14.1. Purpose. The probationary period is an integral part of the employee's selection process and provides the City with the opportunity to upgrade and improve the department by observing a new employee's work and training, by aiding new employees in adjustment to their positions and by providing an opportunity to reject the employee.

Every new employee hired into the bargaining unit shall serve a probationary period of twelve (12) full months, after which the employee shall be considered a regular employee and granted seniority back to the date of the most recent date of hiring. The Union recognizes the right of the City to terminate probationary employees for any reason. Termination of a probationary employee shall not be subject to the grievance procedure under Article 13.

Section 14.2 Allocation of Probationary Period. The Union recognizes the right of the City to exercise all functions not specifically modified by this Article with respect to probationary employees, including but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job training, cross-training or other classifications, the requirement that such employees attend training programs on their off-duty.

Section 14.3. Promotional Probationary Period. Regular full time employees promoted into a higher classification shall serve a promotional probationary period of twelve (12) months. The Union also recognizes the right of the City to demote an employee on promotional probationary status to the previous classification for any reason, without prejudice to the City's position that demotion of a probationary employee to the employee's previous classification is a right which may be exercised at the option of the City. Demotion of an employee on promotional probationary status shall not be subject to the grievance procedure.

ARTICLE 15
GENERAL PROVISIONS

Section 15.1 - Gender. All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include the female gender.

Section 15.2 - Bulletin Boards. The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Public Works Shop area to be used exclusively by the Union. The Union shall limit its postings of notices and bulletins to such spaces on the bulletin board. The City may limit this privilege if in its judgment such postings reflect discredit upon the City or its agents.

Section 15.3 - Nondiscrimination/Employee Rights. The City agrees to post on the bulletin board described in Section 15.2, the rights of employees to be free from discrimination based upon protected classifications and the rights of the employees to form, join, and participate in activities of a labor organization.

Section 15.4 - Seniority. Seniority shall be the employee's length of continuous service within the bargaining unit dating from the last date of hire. Seniority shall be broken or terminated if any employee quits, is discharged for

cause, is laid off and fails to report to work within three days after being recalled or voluntarily waives an opportunity to return to work from lay off, is laid off from work for any reason for more than nine months (except that in the case of an industrial accident and employee's seniority rights shall continue for only one year), while on leave of absence, accepts another employment without permission, or is retired.

Section 15.5 - Union Representative. Authorized representatives of the Union shall be allowed reasonable access to members of the bargaining unit during normal City business hours so long as there is no interruption of the City's work and so long as the employees are on an authorized break period or lunch period. The Union's representatives are expected to announce their presence to a supervisory employee of the City. No Union representative shall contact a bargaining unit member while on duty without the express, prior approval of the City. In addition, the Union's representatives shall be allowed reasonable access to the City's conference rooms, when they are not otherwise in use by the City, for a place to meet with bargaining unit members before or after the normal workday. Special exceptions to these restrictions may be granted at the discretion of the City.

Section 15.6 - Layoff and Recall.

1. Layoff. In the event a reduction in personnel is determined to be necessary by the City, length of service shall be the determining factor in such layoff, providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City.

2. Recall. In the event a recall is determined to be necessary to the City, length of service shall be the determining factor in such recall providing the skill, competency, ability and past performance of employees are substantially equal in the opinion of the City. An employee's refusal to accept an offered position from layoff obviates the City's responsibility to make further offers. For the purposes of recalling employees, notice of recall from a layoff period exceeding five regular City work days shall be by certified mail, return receipt requested, sent to the employee at his last known address of record as furnished by the employee to the City. For layoff periods of less than five days, a personal visit by a City representative or a telephone call will suffice.

Section 15.7 - Outside Employment. Employees shall not accept outside employment that will interfere with their employment with the City.

Section 15.8 – Authorized Travel, Training and Conference Attendance. All employees in the bargaining unit will adhere to the same Travel Policy as provided to the unrepresented employees of the City. The City shall pay the tuition and instructional material costs for any employee required by the City to attend a course of instruction.

The City will pay for any special certifications and exams required by the City that pertains to their work.

Section 15.9 - Clothing. Where the City presently furnishes protective and/or work clothing, it shall continue such practice. Each employee shall receive a clothing allowance of $250 at the beginning of each fiscal year (July 1). Employees will be required to launder and maintain uniforms. Uniforms must be worn whenever an employee is on duty. Required protective clothing will be provided.

Section 15.10 – Personal Use of Cellular Telephones. All employees in the bargaining unit will adhere to the same Technical Resources Policy as provided to the unrepresented employees of the City.

ARTICLE 16
INSURANCE AND RETIREMENT

The City agrees to provide a contribution to a package of employee benefits program for all employees covered under this Agreement.

Section 16.1 – Insurance. Effective July 01, 2006 the City will pay ninety-five percent (95%) of the premium to provide medical and dental insurance coverage for full-time employees who are participating in the City's current Health Net Plan #101097 and Standard Dental Plan. Employees participating in those plans shall be responsible for paying the remaining five (5%) percent of the premium, irrespective of level of coverage. Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in Health Net Plan #101097 and Standard Dental Plan as stated above. Any premium costs in excess of that amount shall be the employee's responsibility.

For regular part-time employees, the City will split the cost of employee-only medical and dental insurance using the same 95%/5% split as describe above.

All employee contributions shall be paid through payroll deductions.

B. The 95%/5% insurance split shall continue through the first and second years of the Agreement. The City reserves the right to reopen insurance benefits and contribution levels for the third year of the Agreement. The parties agree that negotiations will be conducted pursuant to ORS 243.698 and that after ninety (90) days of negotiations, if no agreement has been reached, the matter will proceed to arbitration. In the event the City does not reopen, the same 95%/5% insurance split described in Section A, above, will continue.

The City will continue to provide and IRC Section 125 flexible spending account plan.

Section 16.2. The City will pay the full premium, for the long-term disability insurance program covering employees in high-risk positions (municipal utility workers). The City will pay the full premium for the $60,000 life insurance benefit for all regular full-time members of the bargaining unit.

Section 16.3 - Retirement. All employees in the bargaining unit will be afforded the same retirement plan options as are provided to the unrepresented employees of the City.

ARTICLE 17
SAVINGS CLAUSE, FUNDING & WAIVER

Section 17.1. Savings Clause. Should any portion of this Agreement be declared invalid by any court of competent jurisdiction or any agency of the state acting under specific authority of statue, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. It is the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

Section 17.2. Funding. The parties recognize the revenue needed to fund wages and benefits provided by this Agreement must be approved by established budget procedures and, in certain circumstances, by vote of the citizens of the City. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. The City has no intention of cutting wage rates and benefits specified in this Agreement because of budgetary limitations, but it cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The City agrees to include in its budget request(s) amounts sufficient to fund the wages and benefits provided by this Agreement, but it makes no guarantee as to passage of such budget

requests or voter approval thereof This Section 2 and City action thereunder shall not be subject to the grievance procedure.

Section 17.3. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

ARTICLE 18
PERSONNEL RULES

The Union agrees to accept the personnel rules and regulations adopted by the City. It is expressly understood that in the event of any conflict between the collective bargaining agreement and the personnel rules, the Agreement shall prevail; provided, however, that every effort shall be made to carry out the purposes of this agreement and the City Personnel Policy Manual.

ARTICLE 19
TERMINATION AND RECOGNITION

Section 19.1 - Length of Contract. This Agreement shall commence on July 01, 2006 and shall remain in full force and effect until the 30th day of June, 2009.

Either party to this agreement may initiate negotiation for renewal, amendment and or revision of this agreement ninety (90) days prior to termination of this agreement.

Section 19.2. Mutual Reopeners. Any specified Article or Articles of this Agreement may be opened at any time upon mutual written agreement of both the City and the Union during the life of the Agreement.

Executed on _____

CITY OF KEIZER, OREGON

_____

Chris Eppley Date
City Manager

_____

Robert Kissler Date
Public Works Director

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL 320

_____

Business Manager 320 Date

OREGON AND SOUTHERN IDAHO DISTRICT COUNCIL OF LABORERS'

_____

Business Manager Date

_____

Local 320 Shop Steward Date

MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Monday, July 10, 2006
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER Mayor Christopher called the work session to order at 6:00 p.m. Roll Call was taken as follows:

Councilors Present:	**Staff:**
Lore Christopher, Mayor	Chris Eppley, City Manager
Richard Walsh, Council President	Shannon Johnson, City Attorney
Jacque Moir, Councilor	Marc Adams, Police Chief
Jim Taylor, Councilor	Rob Kissler, Public Works
Chuck Lee, Councilor	Nate Brown, Community Development Director
David McKane, Councilor	
Troy Nichols, Councilor	Tracy Davis, City Recorder

DISCUSSION Civic Center Funding Package

Mayor Christopher explained that this matter was being addressed because of rapidly rising construction costs and the resultant effect on Civic Center estimates.

City Manager, Chris Eppley, explained that the $600,000 placed in the Urban Renewal Fund for purchase of Wittenberg property which is no longer available could be distributed directly to the Civic Center. Councilors agreed by consensus to support this.

Mr. Eppley noted that although grant funds are not readily available for building materials, they are available for equipment and application could be made for Emergency Operations Center equipment. He voiced the opinion that there was several hundred thousands of dollars available through Homeland Security and that preliminary research has indicated there are opportunities available for these grants. He then continued with review of land prices and anticipated revenues from selling city-owned property referring to an updated appraisal on property in Area A and pointing out that it is expected that Area B property will be 3 times more valuable. He added that Area C property would be somewhat lower than Area A.

Discussion followed regarding original cost of the properties. Mayor Christopher summarized that the city has at its disposal 5 acres valued at $3.270 million; approximately 16 acres valued at what could be as much as $5 million net after costs; and 2-3 acres that may be worth a few hundred thousand dollars. Discussion followed regarding cash flow and timing. Council agreed by

consensus to take these assets into account when considering funding for the Civic Center.

Discussion then took place regarding the Urban Renewal Agency commitment of 60% of the project cost. Due to inflation, the original cost has increased by 40% which would bring the Urban Renewal contribution from $6,000,000 to $8,040,000. Councilors agreed that they found this acceptable.

Mr. Eppley explained that the $4 million amount was considered as a figure to fund through a bond measure simply because originally it was the difference in estimated construction cost and urban renewal contribution.

Mayor Christopher recommended that City Council direct staff to prepare the appropriate ordinance for July 17 to place a bond measure for up to $4 million on the November, 2006, General Election ballot for the purpose of building new City Hall and Police Department facilities on existing city-owned land at 930 Chemawa Road.

Discussion followed regarding the amount and using the words "up to" in the phraseology. Chris Eppley encouraged Council to determine the exact amount as soon as possible so that the public can be informed and to attempt to adopt the resolution by the 17th. Discussion then took place focusing on bonds and pro rata compression, estimates based on 2007 dollars and the option of not funding the bond if it is not needed. All councilors agreed that the question was not whether or not to build; the question was what method of funding should be used for the project.

Following additional deliberation, Councilors agreed by consensus to direct staff to prepare an Ordinance for a Ballot Measure for the July 17 Council meeting.

ADJOURNMENT

Meeting adjourned at 6:53 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, July 10, 2006
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:08 pm. Roll Call was taken as follows:

Present:	Staff:
Lore Christopher, Mayor	Shannon Johnson, City Attorney
Richard Walsh, Council President	Chris Eppley, City Manager
Jim Taylor, Councilor	Nate Brown, Community Development
Chuck Lee, Councilor	Marc Adams, Police Chief
David McKane, Councilor	Rob Kissler, Public Works
Jacque Moir, Councilor	Tracy Davis, City Recorder
Troy Nichols, Councilor	

FLAG SALUTE

The Keizer winner of the Oregon Mayors Association Essay Contest, Evan Christopher, led the pledge of allegiance.

PUBLIC TESTIMONY

David Rios, Keizer, Chair of the Traffic Safety Commission, reported that the Sandy Drive concerns have been addressed by the Commission and referred to Public Works and the School District who are working on developing possible solutions. Mr. Kissler detailed possible solutions adding that work is continuing towards providing the best safety possible.

Bill Quinn, Keizer, stated that, although he was in favor of building a new City Hall and Police facility, he felt a bond should not be initiated without first using all funds available to the city in urban renewal and properties owned.

PUBLIC HEARINGS

a. Keizer Development Code Revisions –

Community Development Director, Nate Brown, reported that the Planning Commission unanimously supports the proposed text amendments and detailed said amendments fielding questions from Councilors regarding movie theaters, golf courses and marketing.

Mayor Christopher opened the Public Hearing.

Sections 2.113 & 2.119

Alan Roodhouse, Project Manager for Northwest National LLC, reported that negotiations are ongoing with movie theaters and expressed optimism for securing a movie theater at Keizer Station. He explained the impact of the amendments being considered and summarized that these changes would not change the master plan but would only facilitate what the master plan allows. He added that Target and Lowes are open and Cost Plus, Sleep County, Bed, Bath & Beyond will open in about three months, followed by PetCo, Michael's Crafts, Ross Dress for Less, Lane Bryant, Cacique and Famous Footwear Shoes. They will be followed by Staples and Party City, with negotiations underway with Wicke's and Circuit City. Restaurants include: TGI Friday's, On the Border, Dave's Famous Ribs, Starbucks, Subway, Burgerville, Panda Express and Popeye's Chicken. Banks include Key Bank and First Technology Credit Union. Red Robin is on hold.

With no further testimony, Mayor Christopher closed the Public Hearing.

Councilor Walsh moved Council to direct staff to prepare an Ordinance with findings to adopt the proposed revisions to zone code regulations. Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Lee, McKane, Moir, Nichols and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

ADMINISTRATIVE ACTION

a. ORDINANCE – Amending Keizer Development Code Sections 2.303, 2.309, 2.312 and 3.111

City Attorney, Shannon Johnson, explained that because this Ordinance did not pass unanimously at the first reading, it was before Council for a second reading.

Councilor Walsh moved Council to adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.303 (Off-Street Parking and Loading), Section 2.309 (Site and Landscaping Design), Section 2.312 (Yard and Lot Standards), and Section 3.111 (Text Amendments); amending Ordinance 98-389. Councilor Moir seconded. Motion passed as follows:

AYES: Christopher, Lee, McKane, Moir, Nichols and Taylor (6)
NAYS: Walsh (1)
ABSTENTIONS: None (0)
ABSENT: None (0)

b. ORDINANCE – In the Matter of the White Annexation (Case No. 2005-35)

City Attorney, Shannon Johnson, explained that this matter had come before Council for public hearing in April when Council directed staff to prepare necessary ordinances/orders for approval. The legal description has now been received and confirmed and the matter is before Council for approval. Councilor Moir interjected that although she was absent when this issue was addressed, she had listened to the tapes and would be voting on the issue.

Councilor Walsh moved Council to adopt a Bill for an Ordinance in the Matter of the Application of Scott and Shannon White to Annex a Portion of Property Located at 7029 Fir Grove Lane North, Keizer, Oregon to the City Limits of the City of Keizer (Case No. 2005-35). Councilor Lee seconded.

Some discussion took place regarding other parcels that could be affected by this annexation and development of a policy or changing the UGB.

Motion passed unanimously as follows:

AYES: Christopher, Walsh, Lee, McKane, Moir, Nichols and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

ORDER – White Partition

Councilor Walsh moved Council to Issue the Order in the Matter of the Application of Scott and Shannon White for Partition of a 3.48 Acre Parcel Located at 7029 Fir Grove Lane North, Keizer, Oregon to the City Limits of the City of Keizer (Case No. 2005-35). Councilor Taylor seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Lee, McKane, Moir, Nichols and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

c. RESOLUTION – Authorizing Award of Contract to CBI for Water Storage Tank

Public Works Director, Rob Kissler, reported that the City's Master plan identifies a need for elevated water storage to assist in maintaining pressure throughout the City in case of power failure and to provide fire protection. The location of the tank is in Area D of the Keizer Station. He distributed schematics and characteristics of the tank and summarized the required work. He concluded recommending that Council adopt a Resolution authorizing award of the contract to CBI in the amount of $1,797,600. Discussion followed regarding what would be painted on the tank, the timeline (one year completion) and tribal ownership of the land with a fee-free perpetual lease.

Councilor Walsh moved Council adopt Resolution R2006 Authorizing the City Manager to Award Contract to CBI Services Inc., for Construction of Chemawa Station Water Storage Tank. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Lee, McKane, Moir, Nichols and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

CONSENT CALENDAR

A. RESOLUTION – Authorizing the City Manager to Enter Agreement with Blackline, Inc. for Slurry Seals on Various Streets within the City of Keizer
B. RESOLUTION – Initiating Benson Estates Street Lighting District
C. RESOLUTION – Initiating Naomi Start Subdivision Street Lighting District.
D. RESOLUTION – Approving Engineer's Report for Brian Meadows street Lighting District
E. Approval of June 5, 2006 Regular Session Minutes
F. Approval of June 19, 2006 Regular Session Minutes

Councilor Walsh moved to approve the Consent Calendar. Councilor Nichols seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, Lee, McKane, Moir, Nichols and Taylor (7)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: None (0)

COMMITTEE REPORTS

a. Oregon Mayors Association Poster and Essay Contest Winners

(Taken out of order) **Evan Christopher**, explained that he found politics very interesting and read his winning essay, "If I were Mayor".

Winners of the "What My City Would Look Like In 20 Years" poster contest were:
1st: Will Opgenorth, Whitaker Middle School
2nd: Katie Lee, Claggett Creek Middle School
3rd: Kayla Carranza, Claggett Creek Middle School

Each winner explained their poster.

Councilor Lee distributed information regarding the Pay Day Loans establishments and suggested that Council consider adopting an ordinance prohibiting their operation. He explained that these organizations prey upon the poor with triple digit interest rates and outrageous fees and concluded that Troutdale, Silverton, Bend, Oregon City and Gresham have adopted similar ordinances. Following discussion it was agreed that this issue be placed on the August 7 agenda for further discussion and recommendation from staff.

Councilor Taylor reported that Keizer Points of Interest Committee will meet on July 11 at 6:30 at Keizer Heritage.

Councilor Moir reported that Parks Board meets on the 11th. The Fort Wallace Task Force will be meeting twice a month and hopes to develop a recommendation in 6 to 8 meetings. A site visit will take place the July 18 to familiarize committee members with the park.

OTHER BUSINESS

a. New Business

Councilor McKane noted that ODOT is putting together their transportation plan for the next 25 years. This is a plan that will guide

b. Old Business

the state's transportation through 2030. He distributed executive summaries noting that written testimony is being accepted up to August 14 and encouraged the City of Keizer to share concerns (population growth, congestion, etc.) in writing to the Oregon Transportation Commission. The Commission will be taking public testimony on July 19, in Room 122 of the Transportation Building at 1:20 p.m.

City Manager Chris Eppley explained that this is a very broad document with no specific projects. Comments should be of a similar nature.

Chief Adams reported that August 1st is National Night Out. Participants should contact Sgt. Lance Inman for their needs. Officer Garlington has resigned and accepted a position near his home town in Minnesota. A new officer will be sworn in at the next Council meeting but there is still one vacancy.

Public Works Director, Rob Kissler, reminded everyone of the Lockhaven paving from the railroad tracks all the way through which will include the Chemawa Road realignment. A possible design change in some of the wing walls is being investigated at Bridge C – Chemawa Road underpass to complete construction prior to September 15.

Community Development Director, Nate Brown, reported that he had met with the consultant working on the master plan for Area B. Work is being done to solve engineering aspects of that application and will be coming to Council in the near future.

WRITTEN COMMUNICATIONS

Mayor Christopher reported that

- Keizer Big Band, the Keizer City band will be holding concerts from 7:30 to 8:30 every Wednesday at the Keizer Gazebo at Chalmers-Jones Park.
- Marion County Fire District is preparing to go out for a levy. This is the first one since 1983

Mayor Christopher also read a letter commending the Keizer Police for service above and beyond the call of duty including helping a family move. Councilor Nichols suggested giving the letter to the Volunteer Coordinating Committee for possible recognition.

AGENDA INPUT

July 17, 2006
7:00 p.m. City Council Regular Session
August 7, 2006
7:00 p.m. City Council Regular Session
August 14,, 2006
5:30 p.m. City Council Work Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:30 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL
Monday, July 17, 2006
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:08 pm. Roll Call was taken as follows:

Present:
Lore Christopher, Mayor
Richard Walsh, Council President
Jim Taylor, Councilor
David McKane, Councilor
Jacque Moir, Councilor
Troy Nichols, Councilor

Absent:
Chuck Lee, Councilor

Staff:
Shannon Johnson, City Attorney
Chris Eppley, City Manager
Nate Brown, Community Development
Jeff Kuhns, Police Department
Rob Kissler, Public Works
Tracy Davis, City Recorder

FLAG SALUTE

Councilor McKane led the pledge of allegiance.

PUBLIC TESTIMONY

Jerry McGee, Keizer, explained a project being undertaken by the Keizer Points of Interest Committee: interviewing long-time Keizer citizens to develop an oral history of Keizer. He introduced Patricia Shepard who is leading the effort.

Patricia Shepard, Keizer, explained that the project has been focused on collecting flood stories, gathering stories using oral history techniques, training interviewers and creating a publication for the next Keizer Iris Festival. She encouraged those interested to view information on the city's website: www.keizer.org or call her at 503-393-4401. Currently there are 9 people signed up to conduct interviews. Options are being considered on training volunteers and securing equipment and volunteers for the recording process.

Bill Quinn, Keizer, informed Council of his intention to attend the Fire District meeting and persuade them to televise the Board meetings. Mayor Christopher responded that purchase of additional equipment might be necessary. City Manager, Chris Eppley, interjected that there may be mobile equipment available, and agreed to find out if there would be a fee for the personnel.

Mike Gaynor, Keizer, Chair of the Parks Advisory Board, reported that

- The RFP for Master Planning will go out soon with the Board planning on participating in the interviewing process. The actual Master Planning is scheduled for October with plans for completion in time for the next budget process.
- A skate park event will take place on August 12 from 11a.m. to 7 p.m. The Boys & Girls Club has taken the lead in planning this event.
- Plans for Keizer Rapids continue to develop with the Audubon Society showing interest in having a facility at the park.
- Dr. Gaynor invited Council to the annual Parks Tour on Tuesday, September 12 at 5:45.

Jacque Moir added that the Fort Wallace Task Force will be touring River's Edge Park first and then holding meetings twice a month. Rob Kissler added that Claggett Creek Middle School fields are being watered regularly by the School District. Councilor Walsh confirmed a meeting with the Audubon Society adding that they have walked the park and were impressed with the possibility of locating their facility there and partnering with other organizations for staffing needs.

PUBLIC HEARINGS

a. Mai Thai Restaurant Liquor License

City Manager Chris Eppley reported that an application was submitted for a Limited On Premise Sales Liquor License for Mai Thai Restaurant, Keizer, Oregon. A public hearing was scheduled, notice published, necessary notification given, a background check was done, and Keizer Planning Department finds the location of the establishment to be properly zoned and has no comment on the application. Staff recommends that following a public hearing Council approve the application.

Mayor Christopher opened the Public Hearing.

Councilor Taylor noted that because the owners were not in attendance, he would be voting against the approval of this application.

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

Councilor Walsh moved to recommend approval of the application for a Limited On-Premises liquor license for Mai Thai Restaurant under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer and to forward this recommendation to the Oregon Liquor Control Commission for final approval. Councilor Nichols seconded. Motion passed as follows:

AYES: Christopher, Walsh, McKane, Moir and Nichols (5)
NAYS: Taylor (1)
ABSTENTIONS: None (0)
ABSENT: Lee (1)

ADMINISTRATIVE ACTION

a. ORDINANCE – Amending Keizer Development Code Sections 2113 and 2.119

City Attorney, Shannon Johnson, noted that Council had directed the preparation of this ordinance adopting the amendments to the Employment General (EG) zone and the Industrial Business Park (IBP zone and it was hereby submitted for approval.

Councilor Walsh moved to adopt a Bill for an Ordinance Amending Keizer Development Code Regarding Section 2.113 (Industrial Business Park) and Section 2.119 (General Employment); Amending Ordinance 98-389 with an emergency clause making it effective immediately. Councilor Moir seconded.

Mr. Johnson noted that because there was a change in the ordinance, he was required to read it. He noted that Section 4 should read: "EFFECTIVE DATE. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, an emergency is declared to exist and this Ordinance shall take effect immediately upon its passage."

Motion passed unanimously as follows:

AYES: Christopher, Walsh, McKane, Moir, Taylor and Nichols (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Lee (1)

b. Police Facilities/City Administrative Offices – Civic Center Project Funding

City Manager Chris Eppley reported that staff had been directed to evaluate the city's ability to raise funds outside of a bond measure for construction of a City Hall and Police Department on site. The analysis has been done and appraisals have been ordered. He noted that it is staff's belief that there is enough funding available outside of a bond measure to construct a Civic Center and Police Department without bond proceeds. Mr. Eppley reviewed staff recommendation, timeline and the public process log.

Mayor Christopher appointed Jacque Moir as Chair of the Civic Center Design Task Force and charged her with finding members for the committee by August 21.

Councilor Walsh moved to direct staff to:

1. Prepare a report for Council on assets available, including program income, urban renewal funds available, and any other resource or grant that could be used in the construction of the Civic Center.
2. Immediately prepare and issue an RFP for design and engineering of the Civic Center, using the work that has already been prepared, then convene a budget amendment process to issue a contract for design and engineering.
3. Prepare an analysis of the Urban Renewal Plan to identify any needed amendments to that plan to accomplish the construction of the Civic Center without increasing the maximum indebtedness, or eliminating the programs already approved in the plan.
4. Forgo placing a General Obligation Bond measure on the November '06 ballot with the understanding that a bond measure may still be required

after construction drawings are prepared and the sale of properties takes place.

Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, McKane, Moir, Nichols and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Lee (1)

CONSENT CALENDAR

A. Approval of Change of Ownership – Albertson's Liquor License
B. RESOLUTION – Authorizing Acceptance of Lexipol Grant for Keizer Police Department Policy and Procedure Update
C. Approval of June 26, 2006 Work Session Minutes

Councilor Walsh moved to approve the Consent Calendar. Councilor Moir seconded. Motion passed unanimously as follows:

AYES: Christopher, Walsh, McKane, Moir, Nichols and Taylor (6)
NAYS: None (0)
ABSTENTIONS: None (0)
ABSENT: Lee (1)

COMMITTEE REPORTS

a. Swearing in of Keizer Police Officer Ben Jolliff

Captain Jeff Kuhns introduced Officer Ben Jolliff, reviewing his history and qualifications. City Attorney, Shannon Johnson, issued the Oath of Office.

Councilor Walsh reported that

- RIVERR Task Force will be meeting on Wednesday for a report from Nate Brown on the recommendation for Keizer Rapids Park.
- Bikeways Committee meets at 7:00 on Wednesday.

Councilor Moir read a report from Peer Court adding that this program has proven to be very successful.

Councilor McKane reported that

- The Neighborhood Association Task Force is preparing a draft copy of recommendations for submittal at an upcoming Council meeting.
- Traffic Safety Commission will not meet in July.

OTHER BUSINESS

a. New Business
b. Old Business

Councilor Walsh noted that

- He could not attend the Oregon Transportation draft plan meeting.
- The kickoff meeting for the final phase of the Water Trail will be July 20. When this phase of the water trail is complete the trail will be open from Eugene to the Columbia River.

Captain Kuhns reported that

- He and Captain Teague had attended the ribbon cutting ceremony of the Department of Public Safety Standards and Training Facilities Building. Officer Jolliff will be one of the first from the KPD to attend.

- National Night Out is August 1. Everyone is encouraged to participate. Additional information is available at www.keizer.org.

Rob Kissler updated Council on construction activity at Keizer Station. Paving will be complete by Friday, July 21.

Nate Brown reported that he continues to work on the plan for Keizer Rapids Park and is getting more information regarding dog park requirements.

Rob Kissler reported that improvements planned for Clearview between Cherry and Brooks will include adding bicycle paths on each side. There will still be parking available for residents. Dearborn improvements are in the design phase with construction planned for the next construction season.

WRITTEN COMMUNICATIONS None

AGENDA INPUT

August 7, 2006
5:45 p.m. City Council Work Session
- Keizer Public Works Department Strategic Plan

7:00 p.m. City Council Regular Session

August 14, 2006
5:30 p.m. City Council Work Session (Cancelled)

August 21, 2006
7:00 p.m. City Council Regular Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:12 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Jacque Moir

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

(Absent)
Councilor #3 – Charles E. Lee

Councilor #6 – James Taylor

Minutes approved:

COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

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

FROM: **CHRIS EPPLEY**
CITY MANAGER

SUBJECT: **UNITED WAY CAMPAIGN**

Art Bobrowitz, Keizer resident and United Way of the Mid-Willamette Valley Board member has requested time on the agenda to present the 2006 campaign video and answer any questions associated with the campaign.