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 6, 2007
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**

6. **ADMINISTRATIVE ACTION**

   a. **RESOLUTION – Authorizing the City Manager to Sign the Oregon Water/Wastewater Agency Response Network Mutual Aid Agreement**

   b. **RESOLUTION – Authorizing the City Manager to Enter Agreement with Ruth Metz Associates for Library Study**

   c. **RESOLUTION – Authorizing the City Manager to Sign the First Amendment to Street Sweeping Agreement**

   d. **RESOLUTION – Amending the Storm Water Management Program - Willamette River TMDL Amendment**

   e. **Keizer Chamber of Commerce – Request for Fee Waiver for City Map Information**

7. **CONSENT CALENDAR**

   a. **RESOLUTION - Approving Engineer Report for Wheatland Meadows Street Lighting District**

   b. **Approval of July 2, 2007 Regular Session Minutes**

c. Approval of July 9, 2007 Work Session Minutes

d. Approval of July 16, 2007 Regular Session Minutes

e. Approval of July 18, 2007 City Council/Civic Center Task Force Work Session Minutes

8. <u>COMMITTTTEE REPORTS</u>

a. Emergency Volunteers Assisting Keizer (EVAK) Activity Report

b. Appointments to the Keizer Parks and Recreation Advisory Board

9. <u>OTHER BUSINESS</u>

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. <u>WRITTEN COMMUNICATIONS</u>

To inform the Council of significant written communications.

11. <u>AGENDA INPUT</u>

<u>August 20, 2007</u>
<u>7:00 p.m. City Council Regular Session</u>

<u>August 27, 2007</u>
<u>5:45 p.m. City Council Work Session</u>
- **City of Keizer Salary Study**

<u>September 4, 2007 (Tuesday)</u>
<u>7:00 p.m. City Council Regular Session</u>

12. <u>ADJOURNMENT</u>

CITY COUNCIL MEETING:____________________

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: OREGON PUBLIC WORKS MUTURAL AID AGREEMENT

DATE: JULY 25, 2007

BACKGROUND:

The City of Keizer Public Works Department has been approach by Oregon Water/Wastewater Agency Response Network (ORWARN) requesting membership. ORWARN is an organization of statewide Public and Private Water/Wastewater systems prepared to respond in an emergency when requested. This type of Mutual Aid program developed by Water/Wastewater Agencies did not formally exist prior to ORWARN. City membership will allow Public Works to determine if additional resources are needed from outside agencies to make repairs on critical Water/Wastewater infrastructure.

The City and Public Works Department currently has Mutual Aid agreements with ODOT and County Agencies regarding critical Transportation Infrastructure.

Attachments: ORWARN Agreement and Summary Flier

FISCAL IMPACT:

Expenses will occur from outside agencies, when services for emergency response are requested by the City.

RECOMMENDATION:

Staff recommends Council adopt the attached Resolution authorizing the City Manager enter into the Mutual Aid and Assistance Agreement for the Provision of Emergency Services Relating to Water and Wastewater. Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZING THE CITY MANAGER TO ENTER THE MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES

WHEREAS, the City of Keizer has an opportunity to enter into a Mutual Aid and Assistance Agreement for the Provision of Emergency Services Related to Water and Wastewater Utilities;

WHEREAS, the agreement provides a mechanism for immediate response to the Requesting Member when the Responding Member determines it can provide the needed resources and expertise;

WHEREAS, this agreement sets up the documentation that may be needed if the City of Keizer must seek reimbursement from federal agencies;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to execute the Mutual and Assistance Agreement for the Provision of Emergency Services Related to Water and Wastewater Utilities attached hereto as Exhibit “A”, and by this reference incorporated herein.

PASSED this __________ day of _________________, 2007.
SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

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

MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES RELATED TO WATER AND WASTEWATER UTILITIES

This Mutual Aid and Assistance Agreement ("Agreement") establishes a Mutual Aid Assistance Program among signatories to this Agreement, and contains procedures and standards for a water and wastewater utility Mutual Aid and Assistance Program.

AGREEMENT

This Agreement is entered into by the Members and Associate Members, that have, by executing this Agreement, manifested their intent to enter into a Mutual Aid and Assistance Program. A list of all Members and Associate Members is attached as Exhibit A and shall be revised when a new Member or Associate Member is added to this Agreement.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Members and Associate Members hereby establish a Mutual Aid and Assistance Program. Through the Mutual Aid and Assistance Program, Members and Associate Members may, in their discretion, coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

A. <u>Associate Member</u> Any municipal corporation, quasi-municipal corporation, service district, political subdivision or private utility company which has less than 1000 service connections that participates in the Mutual Aid and Assistance Program by executing this Agreement.

B. <u>Authorized Official</u> Employees or officers of a Member or Associate Member that are authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance or (4) withdraw assistance under this Agreement.

C. Confidential Information Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member or Associate Member.

D. Emergency Any human caused or natural event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material as defined in ORS 466.605, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be believed to be beyond the control of the services, personnel, equipment, and facilities of a Member or Associate Member.

E. Member Any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company that has a minimum of 1000 service connections that participates in the Mutual Aid and Assistance Program by executing this Agreement. If any municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, political subdivision or private utility company has separate water and wastewater operations, each one, if contracting separately, shall be deemed to be a Member for purposes of this Agreement if it has a minimum of 1000 service connections.

F. National Incident Management System (NIMS) A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

G. Non-Responding Member A Member or Associate Member that does not provide assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

H. Period of Assistance A period of time during which a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the Responding Member no longer supplies personnel, equipment, supplies or services to the Requesting Member.

I. Requesting Member A Member or Associate Member that requests assistance under the Mutual Aid and Assistance Program.

J. Responding Member A Member or Associate Member that responds to a request for assistance under the Mutual Aid and Assistance Program.

ARTICLE III.
ADMINISTRATION

A. A Governing Board shall be established to organize and maintain the Mutual Aid and Assistance Program. The Governing Board shall be elected by ballot by a majority vote of the Members of this Agreement. Each Member shall have one vote. Only Members shall be eligible to serve on the Governing Board.

B. The Governing Board shall consist of 5 Members. The Governing Board will elect the following officers: a Chair; a Vice Chair; and a Secretary. The term of all board members shall be 2 years, except that in the first year the Agreement is in effect, the term of the Vice Chair and other board members shall be 1 year. A quorum shall be a majority of the members of the Governing Board.

C. The Governing Board shall meet at least twice each year, at a meeting place designated by the Governing Board. The Governing Board may make, establish and alter rules and regulations for its procedure consistent with generally recognized principles of parliamentary procedure. The Governing Board shall have the power to carry out the purposes of this Agreement, including but not limited to the power to: adopt bylaws; develop specific procedures and protocol for requesting assistance; develop specific procedures and protocol for responding to a request for assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain membership lists; maintain equipment and supply inventory lists; and deal with membership issues.

ARTICLE IV.
REQUESTS FOR ASSISTANCE

A. Member and Associate Member Responsibility: Members and Associate Members shall designate Authorized Official(s); provide contact information including emergency 24-hour contact information; and maintain resource information made available by the utility for mutual aid and assistance response. Such information shall be updated annually or when changes occur and provided to the Governing Board.

In the event of an Emergency, a Member's or Associate Member's Authorized Official may request mutual aid and assistance from a participating Member or Associate Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be provided in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member or Associate Member. The Governing Board shall develop specific protocols for requesting aid in bylaws, as amended from time to time.

B. Response to a Request for Assistance: After a Member or Associate Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member or Associate Member is willing and able to provide assistance, in its sole discretion, the Member or Associate member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member or Associate Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond to the request, and the availability of resources to be used in such response. All Authorized Official's decisions on the availability of resources shall be final unless overridden by the Member or Associate Member's governing body.

ARTICLE V.
RESPONDING MEMBER PERSONNEL

A. National Incident Management System: When providing assistance under this Agreement, the Requesting Member and Responding Member will use the organizational principles set forth in the National Incident Management System.

B. Control: Responding Member personnel shall remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours.

C. Food and Shelter: When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member does not provide food and shelter for responding personnel, the Responding Member's designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. Except as provided for below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances.

Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.

D. Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.

E. Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

F. Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Responding Member(s) shall have no liability from a decision to withdraw. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VI
COST REIMBURSEMENT

A. Cost Reimbursement: Unless otherwise mutually agreed by the Requesting Member and the Responding Member, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

B. Personnel Costs: Responding Member personnel costs shall be the amount to be paid for work performed by the Responding Member's personnel during a Period of Assistance under the terms and conditions of the Responding Member's individual employment contracts with such personnel. The Responding Member's designated supervisor(s) shall keep accurate records of work performed by personnel during the Period of Assistance. Requesting Member reimbursement to the Responding Member shall include all personnel costs incurred by the Responding Member, including, but not limited to, salaries or hourly wages, costs for fringe benefits, and indirect costs.

C. Costs of Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances. Generally, rates for equipment use will be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. In the event loaned equipment is damaged while being dispatched to Requesting Member, or while used during a Period of Assistance, and such damage is not due to negligence or intentional acts of the Responding Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing such damaged equipment. If the damaged equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such damaged equipment with equipment that is of equivalent age, condition and of at least equal capability. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.

D. Costs of Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for Responding Member's use of expendable or non-returnable supplies during the Period of Assistance. The Responding Member must not charge direct fees or rental charges to the Requesting Member for supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage shall be treated as expendable supplies or non-returnable for purposes of cost reimbursement.

E. Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member in providing assistance under this Agreement, not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member shall pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

F. Records: Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VII.
DISPUTES

If a dispute arises between Members and/or Associate Members under this Agreement, the disputing Members and/or Associate Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally by filing an action in a court of competent jurisdiction.

Step One: The disputing Members and/or Associate Members shall authorize a person ("Authorized Official") to negotiate on their behalf. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed the disputing Members or Associate Members' Authorized Official and ratified by each governing body, if required. Step One will be completed when notice is delivered in writing to all disputing Members and/or Associate Members.

Step Two: If the dispute cannot be resolved within fifteen (15) business days at Step One, the disputing Members and/or Associate Members shall submit the matter to mediation. The disputing Members and/or Associate Members shall attempt to agree on a mediator. If they cannot agree, the disputing Members and/or Associate Members shall request a list of five (5) mediators from an entity or firm providing mediation services. The disputing Members and/or Associate Members will mutually agree on a mediator from the list provided. If the disputing Members and/or Associate Members cannot mutually agree upon a mediator, the disputing Members and/or Associate Members shall alternatively strike one name from the list until one mediator remains. The remaining mediator shall be the mediator for the dispute. Any common costs of mediation shall be borne equally by the disputing Members and/or Associate Members who shall each bear their own costs and fees. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Authorized Official and ratified by their respective governing bodies, if necessary.

Step Three: If the disputing Members and/or Associate Members are unsuccessful at Steps One and Two, the dispute shall be resolved by a State of Oregon court of competent jurisdiction. Venue shall be in the jurisdiction of the Responding Member, subject to statutory limitations.

ARTICLE VIII.
DUTY OF REQUESTING MEMBERS AND ASSOCIATE MEMBERS TO INDEMNIFY

Subject to the Oregon Constitution, the limits imposed under the Oregon Tort Claims Act, and laws of the state of Oregon applicable to local governments, the Requesting Member shall assume the defense of, fully indemnify, save and hold harmless, the Responding Member, its officers, agents and employees, from all claims, suits, actions, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance, except for claims arising out of the willful misconduct or gross negligence of Responding Member, its officers, agents and employees.

ARTICLE IX.
SIGNATORY INDEMNIFICATION

To the extent not addressed in Article VIII, and subject to the Oregon Constitution and limits imposed under the Oregon Tort Claims Act, a Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE X.
WORKER'S COMPENSATION CLAIMS

Each Responding Member shall provide worker's compensation benefits and administering worker's compensation for its own personnel.

ARTICLE XI.
NOTICE

A Member or Associate Member that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members or Associate Members of this Agreement shall provide prompt and timely notice to the Members and Associate Members that may be affected by the suit or claim. Each Member and Associate Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XII.
INSURANCE

Members and Associate Members of this Agreement shall maintain an appropriate insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

ARTICLE XIII
CONFIDENTIAL INFORMATION

To the extent provided by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XIV.
EFFECTIVE DATE AND PROCESS TO ADD NEW MEMBERS

This Agreement shall be effective after two (2) or more entities' authorized representatives execute the Agreement. Membership shall become effective upon executing this Agreement. A list of all Members and Associate Members shall be maintained by the Governing board and is available upon request from a Governing Board.

ARTICLE XV.
TERM

Unless restricted by Oregon statutes, municipal Charters and corporate Charters, the term of this Agreement shall be for 5 years and shall be automatically renewed for additional terms of five years each, unless terminated by Majority vote of the Governing Board. Termination of this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, or for any other costs voluntarily incurred during the withdrawing Member's or Associate Member's membership, which duty shall survive such termination.

ARTICLE XVI.
WITHDRAWAL

A Member or Associate Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Governing Board. Withdrawal takes effect 60 days after the Governing Board receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual Members or Associate Members to the Agreement. Modifications (except Modifications to Article III and Article XVII) require a majority vote of the Members of the Governing Board (3) or a majority vote of the Members of this Agreement. Modifications to Article III and Article XVII require a majority vote of the Members to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members and Associate Members, except that the addition of a new Member becomes effective upon execution of this Agreement.

ARTICLE XVIII.
NO THIRD PARTY BENEFICIARIES

The signatories to this Agreement are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

ARTICLE XIX.
WAIVER

No provision of this Agreement may be waived except in writing by the Member or Associate Member waiving compliance. No waiver of any provision of this Agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision.

ARTICLE XX.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XXI.
EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, an authorized representative of a Member or Associate Member has duly executed this Mutual Aid and Assistance Agreement as of the date referenced below. An ORWARN representative will acknowledge receipt of the Mutual Aid and Assistance Agreement and return a copy to the Member or Associate Member.

MEMBER OR ASSOCIATE MEMBER

APPROVED AS TO FORM:

By:_________________________

Date: ______________________

Title:_______________________

Print Name _________________

ORWARN ACKNOWLEDGMENT

By:_________________________

Date: ______________________

Title:_______________________

Print Name _________________

Why Should My Agency Join ORWARN?

- Increased planning and coordination.
- Enhanced access to specialized resources.
- A single agreement provides access to all member utilities statewide.
- Expedites arrival of aid
- Is consistent with the National Incident Management System (NIMS).
- Reduces administrative conflict.
- Agreement contains indemnification and worker's comp provisions to protect participating utilities, and provisions for reimbursement of costs, as needed.
- Provides list of emergency contacts and available resources.
- Response to any incident is voluntary.
- Improves probability for quick recovery.

ORWARN Interim Board and Outreach

Mike Gotterba, Chaiman
City of Salem
503-588-6347
mgotterba@cityof salem.net

Mike Stuhr, Vice Chair
Portland Water Bureau
503-823-1517
mstuhr@water.ci.portland.or.us

Kevin Hanway, Secretary
City of Hillsboro Water
503-615-6585
kevinha@ci.hillsboro.or.us

Neil Kennedy, Outreach Coordinator
Tualatin Valley Water District
503-848-3049
neilk@tvwd.org

Watch for our new Web site:

www.orwarn.org

4/07

Oregon Water/Wastewater Agency Response Network

Utilities Helping Utilities

ORWARN Mission:

Promote statewide emergency preparedness, disaster response, and mutual assistance for public and private water/wastewater utilities.

An ounce of prevention is worth a pound of cure."
-Benjamin Franklin

OR

Oregon Water/Wastewater Agency Response Network

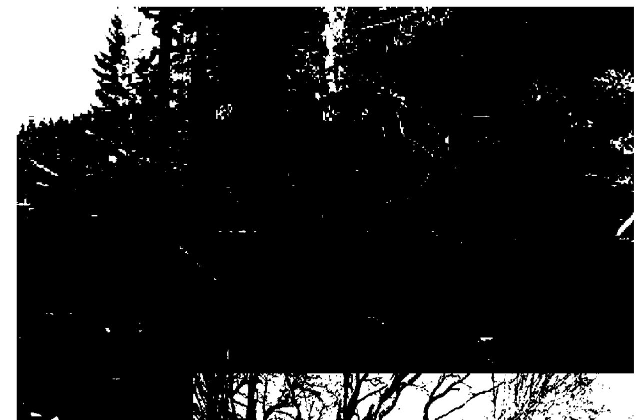
Events such as 9/11, the 1994 Northridge earthquake, the 1996 Oregon flood, and more recently, Hurricane Katrina in 2005 identified a need for water and wastewater utilities to create intra-state mutual aid and assistance programs because:

- Utilities require specialized resources to sustain operations.
- Government response agencies and other critical infrastructure rely on water supplies.
- Utilities must provide their own support until state and federal resources are available.
- Large events impact regional areas, making assistance from nearby utilities impractical.
- Disasters impact utility employees and their families, creating greater need for relief.
- Agreements must be established pre-event for federal reimbursement.
- Promoting mutual aid/assistance meets FY06 Department of Homeland Security requirements.

The "Utilities Helping Utilities" concept is about creating an opportunity to enhance water and wastewater utility resiliency in response to disasters during the response and recovery phases.

Emergencies transcend political jurisdictional boundaries, and multi-utility coordination is essential for protecting lives and property and for facilitating the efficient use of available assets, both public and private.

ORWARN is designed to provide quick and professional assistance in any situation that overwhelms the capabilities of a water or wastewater utility. No formal declaration of emergency is needed, and assistance can take the form of personnel, equipment, materials, or services. Member utilities may request mutual-aid deployment of emergency support to restore critical operations at the affected water/wastewater utility. Member agencies are never obligated to respond.



WARN Initiative Encouraged By:

American Water Works Association	National Association of Water Companies
Association of Metropolitan Water Agencies	Oregon Department of Environmental Quality
Association of State Drinking Water Administrators	Oregon Department of Human Services
Association of State and Interstate Water Pollution Control Adminiatrators	Oregon Office of Emergency Management
National Rural Water Association	U.S. Environmental Protection Agency
National Association of Clean Water Agencies	Water Environment Federation

CITY COUNCIL MEETING: **August 6, 2007**

AGENDA ITEM NUMBER:______________

TO: **MAYOR CHRISTOPHER AND COUNCIL MEMBERS**

THROUGH: **CHRISTOPHER C. EPPLEY, CITY MANAGER**

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

SUBJECT: ***RESOLUTION AUTHORIZING CITY MANAGER TO SIGN LIBRARY CONSULTANT CONTRACT***

City has been awarded a grant to partially fund the work of a library consultant. The consultant will prepare a report on library options for the City of Keizer. The Library Task Force has met with the selected consultant, Ruth Metz, and has recommended securing her services. The granting authority (Oregon State Library) has approved the selection also.

We have reviewed the attached contract and it is before Council for approval at tonight's meeting.

RECOMMENDATION:

Adopt the attached Resolution authorizing the City Manager to enter into the attached Professional Services Agreement with Ruth Metz Associates.

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 R2007-_____

AUTHORIZING CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENT WITH RUTH METZ ASSOCIATES (LIBRARY CONSULTANT CONTRACT)

WHEREAS, the City has received a grant under the federal Library Services and Technology Act to partially fund the hiring of a library consultant;

WHEREAS, the City issued a request for proposals and through the selection process has selected Ruth Metz Associates to be awarded said library consultant contract;

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 Professional Services Agreement with Ruth Metz Associates, a copy of which is attached as Exhibit "1" and by this reference incorporated herein.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

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

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT**, (this “Agreement”) is made and entered into this _____ day of _________, 2007, by and between The City of Keizer (hereinafter “Client”) and Ruth Metz Associates (hereinafter “Consultant”).

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide Clients with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual. The individual directly responsible for the performance of the duties of Consultant is Ruth Metz. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule.

Work may begin when all parties have signed this agreement according to the work schedule in Exhibit A. Consultant shall complete the work according to the schedule except as modified through written mutual agreement. Consultant shall not be held responsible for delays caused beyond her reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge Clients for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant’s provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

In the event Clients desire to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of Clients. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by Clients of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in her professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save Clients harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance covering personal injury and property damage in an amount not less than $500,000 combined single limit. This insurance includes contractual liability coverage for the indemnity provided under this agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. Client Conflict of Interest.

No officer, member, or employee of Clients who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of Clients have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of Clients.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the Clients including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination.

Clients or Consultant may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by Clients as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

In Witness Whereof, Clients and Consultant have executed this Agreement as of the date first written above.

The City of Keizer

By: City Manager

By:

By:

Ruth Metz Associates

EXHIBIT "A"
SCOPE OF WORK

Consultant shall complete a study of options and the associated costs in the context of the demographic and political realities of Keizer. The study shall be grounded in statistically reliable data from residents of Keizer. Likewise, stakeholders will be engaged throughout the process, including the Keizer Library Task Force. Contextual data, both written and anecdotal, shall be sought from stakeholders.

Current library conditions and use by Keizer residents shall also be an aspect of the study. Library industry best practices shall be brought to bear in the study. Options will span traditional through non-traditional service methods. The study and recommendations will be provided in a written report and presentation to the Library Task Force and eventually to the City Council. The roles of key stakeholders should be outlined in the final report: the Oregon State Library, the regional library services system, and local libraries, as applicable.

The study shall be conducted in three parts: Start-up, Fact-finding and Analysis, and Report and Presentation. In brief, the Start-up involves organizing for the project. The Fact-Find and Analysis Phase includes a community-wide survey, analysis, and report as well as demographic, historical, and political research. It also includes an analysis of library conditions and use against a backdrop of library industry trends. Phase Two produces the product of the options study: a report and presentation to the client and Library Task Force and eventually to the Keizer City Council. The following table provides additional detail about each of the project parts.

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1.0	**Project Start-up (July-August 2007)**	
1.1	Consultant/Client face-to-face meeting	
		affirmation of work plan
		obtain anecdotal background information
		extant reports, studies related to City, Library
		list and prioritize key informants for subsequent interviews
1.2	Consultant/Library Task Force face-to-face meeting	
		review work plan and timeline, project milestones, Task Force role
		obtain anecdotal background information
2.0	**Phase One: Research and Data Gathering (July-October 2007)**	
2.1	Community Survey	
		Survey developed by Ruth Metz Associates in consultation
		with client and surveyor Steve Johnson, Eugene, OR
		Survey conducted
		Survey data analyzed and report written
2.2	Stakeholder and key informant interviews	
		Ruth Metz conducts 5-10 interviews of high priority key informants/stakeholders
2.3	Library Conditions and use analysis	
		Ruth Metz obtains existing data from Library Director re: the library and use
2.4	Analysis of all data and development of options for Keizer	
		Identification and analysis of option impacts on CCRLS and system libraries
2.5	Knowledge of library industry best practices brought to bear in the analysis of options	
3.0	**Phase Two: Report, Recommendations, Presentation (October 2007-January 2008)**	
3.1	Prepare an options report for the Client and Library Task Force	
		Include background summary, summary of options, costs, impacts, recommendations
		Include next steps for achieving recommended option(s)
3.2	Participate in a work session with the Library Task Force	
		Present and discuss the report
		Present and discuss next steps
3.3	With the Library Task Force, present the report and recommended option to the City Council	
3.4	Provide final digital master copy of the report to the Client.	

EXHIBIT “B”

COMPENSATION

Professional services of Ruth Metz and Thomas Sponsler, esquire shall be $150.00 per hour. Survey expenses are estimated to be $12,500.00. Total costs of the entire work plan, including survey costs and professional services listed herein, shall not exceed $36,000.00 without written authorization by Client.

CITY COUNCIL MEETING:____________________

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: AMMENDMENT TO THE STREET SWEEPING CONTRACT

DATE: JULY 18, 2007

BACKGROUND:

The City of Keizer Street Sweeping Contractor Water Truck Services (WTS) has requested and increase for November operations due to fuel costs labor costs, leave removal and disposal. City street trees continue to grow in size and number. WTS has been providing sweeping services for two years. The current street sweeping contract costs, plus the amendment anticipated costs will be well below the second low bid received in 2004.

FISCAL IMPACT:

Funds are available in the 2007/2008 Street Fund Budget line item 71.

RECOMMENDATION:

Staff recommends City Council adopt the attached resolution authorizing the City Manager enter into an amendment of the Street Sweeping with WTS for additional leave removal and disposal during the month of November for time and materials not to exceed $10,093.00. Please contact me if you have questions.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AUTHORIZING THE CITY MANAGER TO SIGN THE FIRST
AMENDMENT TO STREET SWEEPING CONTRACT

WHEREAS, Water Truck Service, Inc. entered into a Street Sweeping Contract dated July 18, 2005;

WHEREAS, Water Truck Service, Inc. has requested an amendment to the existing Street Sweeping Contract to amend the compensation paid to Water Truck Service, Inc. for additional leaf removal and disposal during the month of November;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized to execute the attached First Amendment to Street Sweeping Contract on behalf of the City.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

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

FIRST AMENDMENT TO STREET SWEEPING CONTRACT

PARTIES:	City of Keizer, an Oregon municipal corporation	(hereinafter "City")
	Water Truck Service, Inc.	(hereinafter "Contractor")

RECITALS:

A. City and Contractor entered into that certain Street Sweeping Contract dated July 18, 2005 (hereinafter "Contract") pursuant to Resolution R2005-1622.

B. Since the parties entered into such Contract, the volume of leaves requiring pick up in the fall has substantially increased. The heaviest leaf pick up volume occurs in the month of November. This substantial increase in leaf pick up was not contemplated by the parties when the Contract was executed. Consequently, the parties have negotiated this amendment to the original Contract.

Based upon the mutual promises and consideration expressed herein, the parties agree as follows:

AGREEMENT:

1. The parties agree to amend the Street Sweeping Contract in Paragraph B (Scope of Work) by adding new paragraph 9 as follows:

> 9. During the month of November only, Contractor will perform special leaf pick up and disposal as directed by the City. The City shall pay Contractor at the rate of $85.00 per man hour for operation and use of a front loader and $65.00 per man hour for leaf pick up and disposal. In addition, the City shall pay Contractor a ten percent (10%) overhead fee for the special leaf removal charges. The Contractor shall present City with an itemized bill for the special leaf removal provided for in this paragraph. The Contractor shall only charge for actual time and equipment utilized for the special leaf removal and the total shall not exceed $10,093.00.

2. Except as specifically modified herein, all remaining terms, conditions, obligations and duties set forth in the Contract shall remain in full force and effect.

In witness whereof, the parties hereto have executed this First Amendment on this _________ day of ________________________, 2007.

THE CITY OF KEIZER, an Oregon municipal corporation	WATER TRUCK SERVICE, INC.
By:______________________________	By:______________________________
Christopher C. Eppley, City Manager	Bob Jonas, President

CITY COUNCIL MEETING:____________________

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

THROUGH: CHRIS EPPLEY
CITY MANAGER

FROM: ROB KISSLER
DIRECTOR OF PUBLIC WORKS

SUBJECT: STORM WATER MANAGENENT PROGRAM

BACKGROUND:

The City's adopted Storm Water Management Program (SWMP) needs to be updated to include the Willamette River Total Maximum Daily Load (TMDL) as outlined in the issued NPDES permit from Oregon DEQ. The Storm Water Task Force at their final meeting recommended City Council take action on new draft section 6.0 NPDES Permit Renewal and draft section 7.0 TMDL implementation plan. The addition of sections 6.0 and 7.0 to will complete the SWMP for the five year permit cycle.

Attachment's: Draft Sections 6.0 and 7.0
Storm Task Force minutes

FISCAL IMPACT:

The recently adopted Storm Water Utility Ordinance and Storm Fund Budget will be tasked implementation of these new sections.

RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution Amending the Storm Water Management Program by adding section 6.0 NPDES Permit Renewal and section 7.0 TMDL implementation plan.

MINUTES
STORM WATER TASK FORCE COMMITTEE
Thursday, May 10, 2007
Keizer City Hall

Meeting convened at 5:34 p.m.

In attendance were:
David McKane, City Councilor
Troy Nichols, City Councilor
John Blake, AG Representative
Steve Downs,
Jack lowery
Barb Hunter, Citizen at Large
Tim Smith, Multiple Units Housing

Staff:
Rob Kissler, Public Works Director
Bill Lawyer, Public Works Director
Jenniffer Warner, Public Works

Roll Call: Not in attendance: James Taylor, James Hauge, Gene Vleit, Mike Smith

Appearance of Interest Citizens: None

Approval of Minutes: The minutes looked good except for the ESU being at 2600 s.f. since after further determination and discussion the committee thought it should be set at 3000

MOTION to approve minutes without the section relating to the motion of the ESU Rate being set at 2600. Motion made by Tim Smith and seconded by Barb Hunter

Staff Liasion Report: Rob Kissler –
Rob is proposing a motion for the ESU rate to be set at 3000 in support of studies done via GIS. It was brought up about the vactor truck budgeting issue and he wanted to plug in different levels of service and dollars and have the committee take a look and make some decisions after John's presentation.

John Ghilarducci from FCS Group presentation –
He suggested the 3000 ESU (Equivalent Service Unit) per single family dwelling was a good number for us. Bill Lawyer did a approximate measurement of impervious surface areas of commercial/multi through aerials. When the billing is done it will be an actual footage calculation and not assumed amounts and appropriate rate applied. John felt that duplexes should be treated as 2 single family dwellings as it mirrors the water rate structure.

Budget Proposal: Looking at about $500k needed for 07-08 budget.

Scenerio 1 – 3000 ESU

Rate Credits available 50% max credit, 15% of customer base would be eligible for a 7.5% reduction in ESU total.

Resulting Customer Base

Res	14200
Comm	4056
Public	805
Rdwys	5639
Multiple	3512
Less Credits	(2612)

TOTAL ESU'S 26,097

John figured a monthly rate of $1.60 ESU (monthly) to meet budget needs at the bare minimum budget and setting aside reserves towards the vactor truck as a future purchase. The committee felt that the customers would respond better towards a new utility fee if services were offered or "seen" from the beginning and we should look at the budget reflecting a vactor truck purchase right away and some of the other services like employees and pipe replacement projects. John then adjusted the proposed budget to reflect the new numbers the committee came up with to move forward and the breakdown reflected this:

- New capital funding after adjustments of storm water master plan from $50k to $75k
- Price of vactor (flush) truck is approximately buyout of $230k or lease of $46k a yr/7 yrs (no maintenance or dump fees or fuel factored in) ROB ASKED DO WE BUY IT OR LEASE? The committee wants to see the total costs of equipment, personnel and maintenance. The ESU rate stays flat if we lease and keeps money in our reserves for future equipment needs.
    - Ran number scenerios to get ESU rate…
    - Plug in the lease to buy number of $46913 over 7 yrs.
    - Storm sewer pipe budget change to $100k
    - Storm master plan change to $75k
    - Contingency to $50k
    - 3 additional FTE's (Fulltime Employees) 2 operators and Supervisor in addition to Specialist change from $140k to $280k
    - Materials and Services appox. $36000 for (maint/fuel)
    - Capital Outlay budget has $75k for master plan and will go away after year one so will roll over to pipe replacement
    - Dumping costs are unknown so the contingency line is est. $2500/mo = $30k yr
        - **NEW BUDGET TOTAL is $518000 and changing rate to $2.40 ESU**

The main factor to explain to the council and residents to is that this a new mandated utility and not a choice to accept, but a federal enforcement. Need to highlight the other city comparables to our city size to show how conservative we are starting out.

MOTION: Made by Tim Smith, seconded by Jack Lowery that 3000 s.f. will be established ESU

MOTION: Made by Barb Hunter, seconded by Tim Smith. Any single family including duplexes will be 1 ESU, any other properties will be individually measured and the impervious square foot surface will be divided by ESU.

MOTON: Made by Jack Lowery, seconded by Tim Smith to adopt the rate of $2.40 for 1 ESU

Discussion: Dave McKane asked if city staff is comfortable with the 5 yr plan at 3% inflation? He pointed out that the first year we're funding the operational fund and don't need that in the next years. Rob asked Bill what the total ESUs will end up at versus our general study done by GIS. Bill Lawyer feels the actual square footage or total ESU's will come in higher then estimated through his study.
Dave McKane asked if Keizer Station builds out more will we have more ESU's. So will costs go down as more add on or will inflation play a role. Rob would like to work it backwards knowing the reserves and the possibility of commercial ESUs coming in higher. 2nd year we may find we have more ESU's then we thought and do a rate reduction or find a capital project through the master plan. Steve suggested as a resident to endorse what we have revised and lay it out and if we find more needs factored for dumping then plug it in. We need to not mind set of $2.40 for 4 or 5 yrs in case it'll change from Legislature. Also considering credits and who is not tied on and how to deal with that. Rob asked if we should establish our ESU rate after studies or use $2.40 now. The first bill will depend on cycle and bi-monthly and payers won't see that until close to Aug/Sept.
Committee feels $2.40 rate is a good start with a new budget. Troy mentioned that based on the information we have tonight this is a good starting rate and next yrs budget will be addressed at that time with review reports. We are starting with zero and make adjustments.
BARB CALLED THE QUESTION and if a recall of the motion is necessary to not lock in at the $2.40 rate. Philosophical motion that whatever set rate stays even and we bank some money and fund the program and stays at the same rate as long as possible. Would like to recommend based on the recent information that rate is a sensible amount and that the rate does not vary to much if the needs of the actual budget justify the rate.
VOTE MADE TO ACCEPT MOTION.

- 4 FTES needed for 2 operators, supervisor and specialist
- $275k reduced to $110k (street fund transfer) is included in proposed budget as a charge to the streets
- Change total Materials and Services budget line number to $150k instead of $100k

Old Business: n/a

Other Business: received a draft memo from DEQ of a mandated draft that is required by 12/2007. Committee recommends moving it directly to the Council and one of our liaisons will report to Mayor that this taskforce is complete at this time.

Goals:

Conclusion:

The meeting concluded at approx. 7:30 p.m.

***Approved:* ___________________**

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-_____

AMENDING NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNCIPAL SEPARATE STORM SEWER SYSTEM (NPDES MS4) PHASE II STORM WATER MANAGEMENT PROGRAM FOR THE CITY OF KEIZER, OREGON, **AMENDING RESOLUTION R2004-1463)**

WHEREAS, the City Council of the City of Keizer adopted Resolution R2004-1463 adopting the Phase II Storm Water Management Program (SWMP) for the City of Keizer as mandated by Oregon State Department of Environmental Quality and the Federal Clean Water Act;

WHEREAS, the National Pollutant Discharge Elimination System (NPDES) permit issued by Oregon Department of Environmental Quality requires the SWMP to be updated to include Willamette River Total Maximum Daily Load (TMDL);

WHEREAS, the Storm Water Task Force at their final meeting recommended that the City Council take action on Draft Section 6.0 NPDES Permit Renewal and Draft Section 7.0 TMDL Implementation Plan by adopting such draft sections;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City's Storm Water Management Program is hereby amended by the addition of Section 6.0 (NPDES Permit Renewal) and Section 7.0 (TMDL Implementation Plan) as attached as Exhibit "1" 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 Resolution R2004-1463 is amended as set forth herein.

PASSED this __________ day of _________________, 2007.

SIGNED this __________ day of _________________, 2007.

____
Mayor

____
City Recorder

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

6.0 NPDES Permit Renewal

In response to Schedule B(3) of the City of Keizer's Phase II MS4 NPDES permit, the City must submit a permit renewal package 180 days prior to permit expiration. The City's permit expires February 28, 2012 which means the permit renewal is due September 1, 2011. The permit renewal application and associated documents must include an evaluation of the adequacy of the City's SWMP with respect to reducing the discharge of pollutants to the maximum extent practicable. The renewal application must contain the following components:

1. A signed permit renewal application form supplied by the Department, signed in accordance with signatory requirements of condition F(D)(6).
2. A completed and signed land use compatibility statement (LUCS) form and associated land use goal findings.
3. An updated SWMP, including proposed changes to the plan and the underlying rationale for the proposal(s).
4. The information required by condition D(2)(c) of the permit if TMDL wasteload allocations were established at the time of permit issuance or within three years of permit issuance.

The purpose of this section is to describe the City tasks necessary to address item #4 above. Item #4 relates to the City's requirements to address pollutant load reduction benchmarks.

The Willamette River TMDL was finalized September 29, 2006, which is just prior to the date of Keizer's MS4 permit issuance. Therefore, in conjunction with Schedule D(2) of the City's permit and component number four described above, the City of Keizer must indicate adequate progress towards achieving the assigned TMDL wasteload allocation (WLA) through the use of <u>performance measures</u> and <u>pollutant load reduction benchmarks</u> in the renewal.

Per Schedule D(2)(a)(1), <u>performance measures</u> are estimates of the effectiveness of implementation of various best management practices (BMPs) implemented by the permittee as part of the SWMP. Per the current City of Keizer SWMP, performance measures are referenced as the "measurable goals" listed under each BMP. Performance measures are typically not numerical.

Per Schedule D(2)(a)(2), a <u>pollutant load reduction benchmark</u> is a numerical estimate for each TMDL parameter or surrogate , where applicable, for which a WLA is established. A benchmark is the amount of load reduction that the City intends to achieve during the permit period. In calculating benchmarks, the City must provide a rationale for the proposed benchmark including an explanation of the relationship between the benchmark and the WLA. In other words, the benchmark should be on the path towards eventually achieving the WLA.

With respect to the Willamette River TMDL, benchmarks will need to be established for bacteria. While mercury is a Willamette River TMDL parameter, sufficient data have not yet been collected in order for DEQ to establish waste load allocations. Therefore, DEQ is implementing the mercury TMDL using a phased approach. The first phase will focus on collecting more data and also on sediment controls as those are considered to be effective at mercury reduction. The second phase will include the development of a WLA based on data collected during the first phase. Once a WLA has been established, benchmarks will be required for mercury as well (this is likely to be several years out). Temperature is also included in the TMDL, but as temperature is not considered a stormwater parameter, no benchmark is required. Requirements related to temperature are described in Section 7.0.

Three specific BMPs (i.e., task descriptions) were developed in order to prepare the City for the benchmark requirement and allow the City to calculate benchmarks in a timely manner. The BMPs are as follows:

Table 8
Summary of Keizer NPDES SWMP BMPs Related to Benchmark Development

BMP #	BMP Title
BD-1	Inventory Structural BMPs and Delineate Treatment Drainage Areas.
BD-2	Develop a Land Use Map and Track Changing Land Uses Over Time
BD-3	Select a Modeling Method for use in Estimating Pollutant Load Reduction Benchmarks and Develop Benchmarks

Benchmark Development

Permit Requirements:

The NPDES Phase II permit addresses benchmark development as part of the permit renewal submittal (Schedule B(3)). The Willamette River TMDL was approved prior to permit issuance; therefore, at the time of permit renewal the City must develop pollutant load reduction benchmarks. In accordance with the Willamette River TMDL, benchmarks must be established for bacteria and potentially established for mercury, once a WLA has been designated by DEQ.

Applicable City of Keizer BMPs:

BD-1: Inventory Structural BMPs and Delineate Treatment Drainage Areas

BD-2: Develop a Land Use Map and Track Changing Land Uses Over Time

BD-3: Select a Modeling Method for use in Estimating Pollutant Load Reduction Benchmarks and Develop Benchmarks

Rationale:

The BMPs listed above involve activities that the City can initiate in order to prepare for and assist with benchmark development as required at the time of permit renewal. As permit renewal is not required until 2011, and methods for calculating, describing, and graphically representing benchmarks are continuously changing, the City may need to re-evaluate how best to represent pollutant load reduction benchmarks closer to the time of permit renewal.

One of the biggest challenges with regards to the calculation of pollutant load reduction benchmarks is the availability of land use and BMP data for use in calculating the loads. In order to calculate baseline loads, an inventory of existing land uses, specifically vacant lands that will potentially develop is essential. In order to accurately calculate pollutant load reduction, a detailed spatial inventory of structural BMP drainage areas, both public and private facilities, is necessary.

BMP BD-1
BMP Name: Inventory Structural BMPs and Delineate Treatment Drainage Areas.

Responsible Parties: Department of Public Works

Existing Conditions: The City of Keizer currently minimally addresses stormwater treatment to control water quality in the City's Development Code. In accordance with BMP DS-1, the City will develop an ordinance by the end of permit year 3 (i.e., end of 2009) to address water quality with new and redevelopment. This would regulate structural BMP selection and design for public and private new and redevelopment activities. Per BMP DS-3, once the ordinance is developed, site plan reviews will be conducted to ensure that the planned use of structural BMPs is appropriate. However, DS-3 does not specify tracking and documentation of structural BMP implementation.

In addition, the City is currently anticipating the development of a stormwater master plan. A list of planned water quality capital improvement projects is a potential outcome of the master plan. These projects should also be inventoried and tracked as they are constructed.

BMP Description and Proposed Activities: During the site plan review process beginning in year 2010, the City will develop a process for tracking the type of structural BMP facilities proposed for private development and delineate, or require the developer to delineate, the associated facility drainage areas for inclusion in the City's GIS. For public projects including CIPs for water quality and/or flood control, the proposed structural BMP and associated drainage area will also be tracked and recorded.

As a number of structural BMPs may have been installed prior to the development of the ordinance specified under BMP DS-1 and prior to implementation of this BMP, the City will also interview City staff and review available as-built information to expand the inventory of structural BMPs to include those previously installed and still operational.

Measurable Goals: Maintain an up-to-date inventory of public and private structural BMPs and the associated treatment drainage area.

Development/Implementation Schedule:

<table>
<tr><th>2007</th><th>2008</th><th>2009</th><th>2010</th><th>2011</th></tr>
<tr><td colspan="3">Set up a process to begin tracking and documenting structural BMP implementation in conjunction with site plan reviews.

Begin reviewing available as-built information and interviewing City staff to include existing and operational structural BMPs in the inventory.</td><td>Continue inventory of structural BMPs as associated with the ordinance developed at the end of 2009.</td><td>In addition to tracking BMPs and drainage areas, begin data processing efforts for calculating benchmarks using the selected loadings model/ methods (BD-3).</td></tr>
</table>

BMP BD-2
***BMP Name**:* Develop a Land Use Map and Track Changes in Land Uses Over Time

Responsible Parties: Department of Public Works

Existing Conditions:
The City currently has the capability to conduct GIS activities including the appropriate software and some limited staff availability. The City also relies on a local engineer for some production of GIS data layers and maps.

BMP Description and Proposed Activities: The City will generate and annually update maps showing current condition land uses, including undeveloped or vacant areas. Upon each annual update, areas that have been developed will be coded according to the developed land use, not zoning classification.

Measurable Goals: Maintain an inventory and GIS map of current condition land uses. Maintain a history of changing land uses over time (i.e., save maps annually to track changes over time with respect to pollutant loads).

Development/Implementation Schedule:

2007	2008	2009	2010	2011
Begin generating a land use map showing existing condition land uses.	Continue to update the land use map annually.			Begin data processing efforts necessary to calculate benchmarks in accordance with the selected loadings model/ methods (see BD-3).

BMP BD-3
BMP Name: Select a Method for use in Estimating
Pollutant Load Reduction Benchmarks

Responsible Parties: Department of Public Works

Existing Conditions: The City does not currently have any type of loads model or tool for estimating pollutant loadings from storm system discharges.

BMP Description and Proposed Activities: There are currently several tools available for estimating pollutant loadings from an MS4 system. The simplest tool would be an excel spreadsheet loadings model. There is also a model that has been developed by ACWA which can be directly connected to a GIS. This model is known as PLOADS. Other model packages are available nationally and new methods and models are also underway. The Water Environment Research Foundation is currently developing a tool for this very use and expects to have it completed in 2009. The City will prepare the information necessary as data input for estimating loads under BMP BD-1 and BMP BD-2. Under this BMP, the City will evaluate and identify a tool for the City's use in estimating pollutant load reduction benchmarks. Once the tool is selected, the tool will be used to develop benchmarks for bacteria and potentially mercury if WLAs have been developed for mercury.

Measurable Goals: Identify a tool for estimating pollutant load reductions by 2010. Estimate pollutant load reduction benchmarks for submittal with the September, 2011 permit renewal application.

Development/Implementation Schedule:

2007	2008	2009	2010	2011
Research and evaluate tools available for Keizer to use in estimating pollutant load reduction benchmarks.			Select a tool for use in estimating pollutant load reduction benchmarks.	Apply the selected tool for estimating benchmarks and develop benchmarks.

7.0 Total Maximum Daily Load (TMDL) Implementation Plan

A TMDL for the Willamette River was finalized September 29, 2006. A TMDL includes load allocations (non-point sources such as agricultural and forest practices) and wasteload allocations (point sources including stormwater) for each discharger to the water body in order to specify their allowable load in order to meet instream water quality standards. For the Willamette River (at Keizer), a TMDL has been established for the following parameters:

- Bacteria
- Mercury
- Temperature

As a result of the TMDL, the City of Keizer is required to develop a TMDL Implementation Plan by March 2008. The following text summarizes the requirements of the TMDL Implementation Plan:

(A) Identify the management strategies the DMA or other responsible person will use to achieve load allocations and reduce pollutant loading;
(B) Provide a timeline for implementing management strategies and a schedule for completing the measurable milestones;
(C) Provide for performance monitoring with a plan for periodic review and revision of the implementation plan;
(D) To the extent required by ORS 197.180 and OAR chapter 340, division 18, provide evidence of compliance with applicable statewide land use requirements; and
(E) Provide any other analyses or information specified in the WQMP.

Based on the requirements listed above, the following tasks were developed in order to address the required parameters (mercury, bacteria, and temperature).

Task 1 – Compilation and Review of Phase II NPDES BMPs to address Bacteria and Mercury: To address requirements A and B above with respect to bacteria and mercury, the TMDL acknowledges that many jurisdictions are conducting activities as described by BMPs in their individual SWMPs to address the parameters. Compilation of pertinent BMPs into a table or matrix format (see example formats per DEQ) would meet the need of the TMDL Implementation Plan. Such a matrix should include most of the information currently described in the BMP fact sheets (description of the BMP, responsible party, implementation timeline, etc). The matrix could also indicate how the BMP is projected to minimize the pollutants of interest (bacteria and mercury), whether directly or indirectly through the removal of a surrogate parameter. It will also be important to review existing BMPs to see if any changes could be made to focus on bacteria and mercury. For example, there may be some public education BMPs that could be altered somewhat to include a more specific focus on these parameters.

Task 2 – Prepare a Temperature TMDL Implementation Plan: Temperature is not considered to be a stormwater pollutant in the Willamette Valley, thus is not currently addressed within the Phase II NPDES permit requirements. However, it is a TMDL parameter so the City of Keizer must prepare a temperature implementation plan to meet requirements A and B above and address the effective shade targets as listed in the TMDL. The temperature implementation plan should include the following information:

- Delineation of stream corridors and/or open surface water conveyance systems in GIS. This can be combined with other mapping efforts required under other BMPs.
- Identify and map buffer requirements (if applicable).
- Identify areas where shading is not possible (e.g., existing development, utility easements, site distance setback requirements for transportation corridors, etc).
- Identify publicly owned areas along stream corridors.
- Identify areas feasible for shading and prioritize those areas according to stream aspect, etc.
- Commit to shading projects and develop a schedule for implementation.

Task 3 – Summarization of Public Involvement, Fiscal Analysis, and Adequate Legal Authority: To meet requirement E above, information regarding how the City plans on providing a fiscal analysis and providing adequate legal authority must be included in the TMDL Implementation Plan. Per requirements of the City's Phase II NPDES permit including the annual reporting requirements, the City does not currently have to provide information regarding a fiscal analysis or legal authority. The City will need to summarize this information for inclusion in the TMDL Implementation Plan.

In accordance with BMPs described in the City of Keizer's SWMP, public involvement activities are already being conducted, as required by Minimum Measure 2 in the Phase II NPDES permit. To meet requirement E above, public involvement activities would be summarized.

Task 4 – Preparation of Draft and Final TMDL Implementation Plans: Documents prepared under Tasks 1-3 above should be organized and formatted into a draft and final TMDL Implementation Plan for DEQ.

Finally, as a result of the TMDL, the City must establish pollutant load reduction benchmarks to address the WLAs for bacteria and potentially mercury. This effort is described in Section 6.0 and addressed as part of BMPs BD-1, BD-2, and BD-3. Results of the benchmarking effort are not required until the permit renewal submittal in September 2011.

COUNCIL MEETING: __August 6, 2007__

AGENDA ITEM NUMBER:________________

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

FROM: CHRIS EPPLEY
CITY MANAGER

SUBJECT: KEIZER CHAMBER OF COMMERCE – REQUEST FOR FEE WAIVER

ISSUE:

On July 24, 2007 the City received a letter from Christine Dieker, Executive Director of the Keizer Chamber of Commerce requesting the City's assistance in providing electronic PDF map files for the city of Keizer and possibly Marion County. They have also requested a waiver of the fees associated with this request. As outlined in the City's fee schedule, this information can be purchased for $110.00 per megabyte or portion. The exact dollar amount to be waived will be calculated and presented to the Council at Monday's meeting.

RECOMMENDATION:

It is recommended the City Council consider the Keizer Chamber of Commerce request to waive the fees for the mapping information.

**Attachment: Chamber of Commerce letter and brochure information

KEIZER CHAMBER OF COMMERCE
KEIZER MERCHANTS ASSOCIATION 1959-1986
AND VISITOR CENTER

IRIS
KEIZER FESTIVAL
MONTH OF MAY

980 Chemawa Rd. NE
Keizer, OR 97303

503.393.9111
503.393.1003 (fax)

www.keizerchamber.com

July 24, 2007

Nate Brown
City of Keizer
Community Development Director
360 Chemawa Rd NE
Keizer, OR 97303

Nate:

The Keizer Chamber of Commerce and Visitor Center would like to produce a Keizer / Marion County Map. We have received numerous requests for a publication of this nature and feel it will serve our community economically and practically. Most publications with maps i.e. phone directories have not included the streets and the location of Keizer Station. Our community and especially the businesses located at Keizer Station are currently underserved.

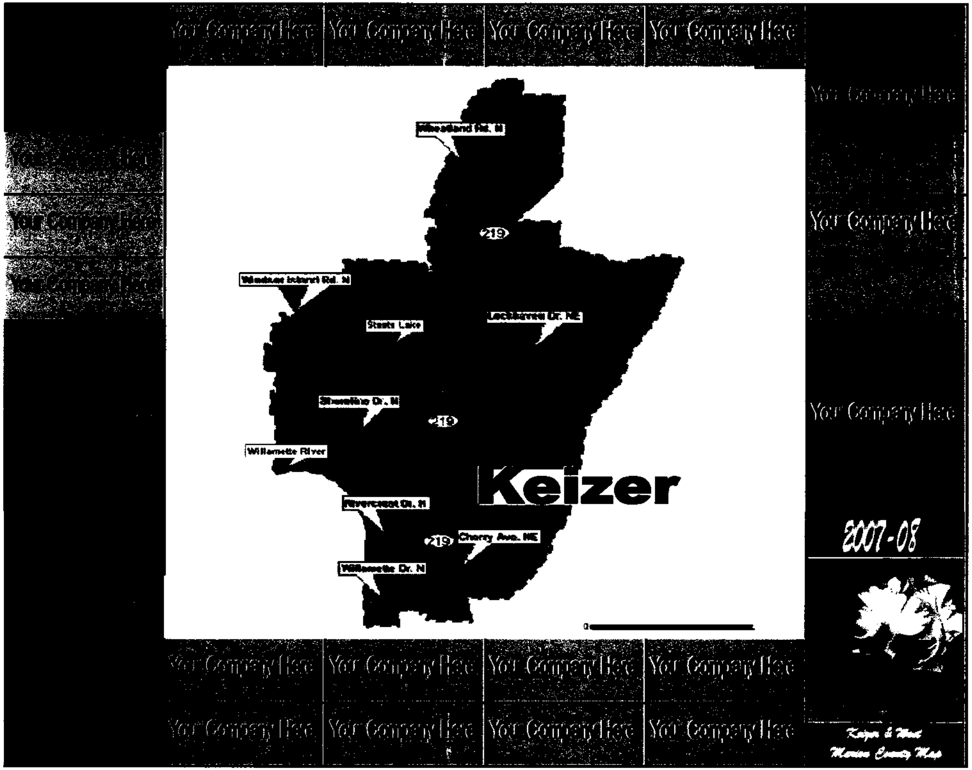
We have secured a graphic artist and printer and would like to turn over this project to them in early September. Our project goal is to print 25,000 maps which will have Keizer streets, parks, schools, and civic areas on one side and Marion County main streets and corridors on the opposite side. We plan to recruit approximately 50 advertisers who will receive maps for their distribution and keep 5,000 maps for distribution at the Keizer Chamber of Commerce & Visitor Center. The proceeds from the advertisement revenues will enhance our visitor services.

We request the city's assistance in providing the electronic pdf files for Keizer and if possible Marion County. We are also asking a wavier of any fees in good faith as we continue to collaborate with promoting the Keizer area.

Sincerely,

Christine Dieker
Executive Director

2007-08 KEIZER / MARION COUNTY MAP



MAP ADVERTISING ORDER FORM

Billing/Contact Information

Name ______________________________

Address ______________________________

City St Zip ______________________________

Phone ______________________________

Fax ______________________________

E-Mail Address ______________________________

Check Ad Size (actual size and price on back)

- ☐ 1/4 panel
- ☐ 1/2 panel
- ☐ 3/4 panel
- ☐ Full panel

Ad Location on Map

- ☐ Keizer
- ☐ West Marion County

Balance Due ________________

Payment Options

- ☐ Check Enclosed
- ☐ Invoice (Installment options available)
- ☐ Credit Card

#______________________________

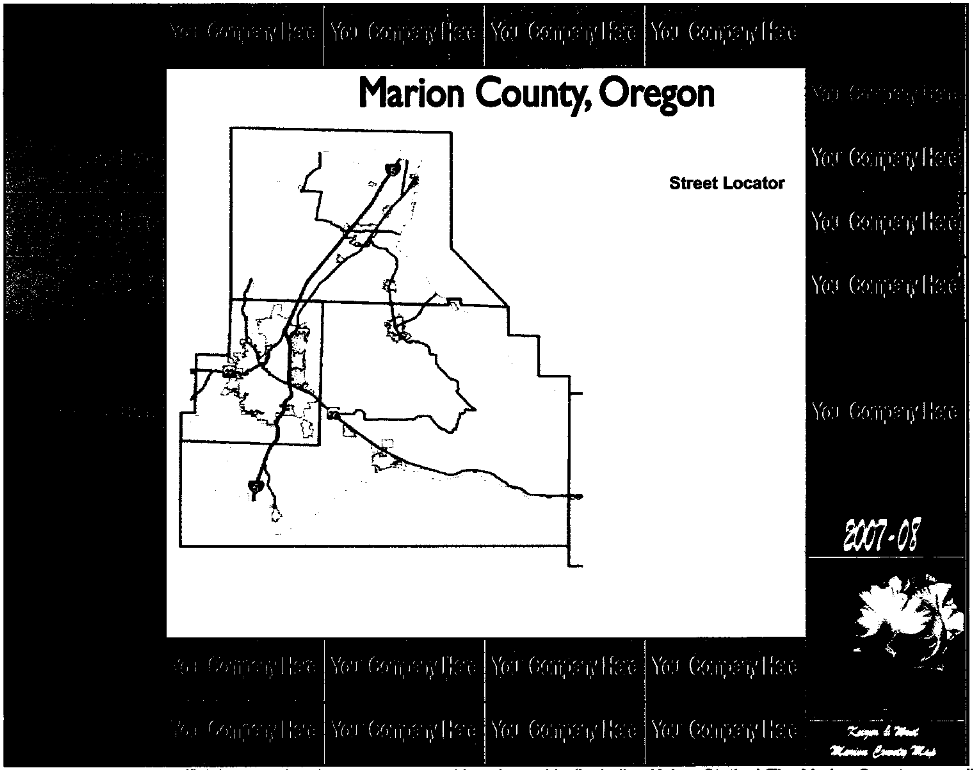
Expiration Date__________________

Artwork must meet the following specifications:

1. Ads must be sent in electronic format via email or on CD.
2. Ads must be built to the exact size speciations on back page
3. We accept the following generic file formats: .eps .pdf .tif .bmp .psd

ADVERTISER AGREEMENT: With this signature, I agree to pay the terms checked on this form or authorize the charge to my credit card. Signature______________________________ Date____________

Please submit order form, artwork, and payment to: KEIZER CHAMBER OF COMMERCE VISITOR CENTER
980 CHEMAWA RD NE, KEIZER, OR 97303
EMAIL- paula@keizerchamber.com PHONE 503.393.9111 FAX 503.393.1003



Keizer & Marion County 2007-08 Map

Actual Ad Prices and Sizes

1/4 Panel Includes 300 Maps
Height 1.75"
Width 3.50"
$315 Keizer Chamber Member
$455 Non-Member

1/2 Panel includes 600 Maps
Height 2.50"
Width 3.50"
$600 Keizer Chamber Member
$900 Non-Member

3/4 Panel includes 900 Maps
Height 5.125"
Width 3.50"
$900 Keizer Chamber Member
$1300 Non-Member

Full Panel includes 1200 Maps
Height 9.50"
Width 3.50"
$1200 Keizer Chamber Member
$1700 Non-Member

ORDER DEADLINE: Sept 8, 2007
DELIVERY DATE: Oct 1, 2007

The Keizer map is an official and updated street names and location guide (including Keizer Station).The Marion County map will identify main cooridors and Willamette Valley attractions. Advertisers will receive a porportionate quanitiy of maps according to their ad investment. Maps may be retailed at $3 or given away to clients or customers. Ad location and numbers may be subject to change.

Total Map Distribution: 25,000
Map Size: 27" x 23 1/8"
Full Color Ads

COUNCIL MEETING: August 6, 2007

AGENDA ITEM NUMBER: __________________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **WHEATLAND MEADOWS SUBDIVISION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT**

ISSUE:

On July 2, 2007, the City Council adopted Resolution R2007-1785 declaring the City's intent to initiate Wheatland Meadows Subdivision Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

Attached to this staff report is a City Engineer's report filed for Wheatland Meadows Subdivision Street Lighting Local Improvement District. The report was reviewed by the Public Works Department and found to meet the guidelines as outlined in the City of Keizer Ordinance for development of street lighting districts. Upon adoption of the report by the City Council, a public hearing will be scheduled to receive any remonstrances to the formation of this street lighting district.

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and set the public hearing date for September 4, 2007 to consider remonstrances and other comments on the district's formation and objections to proposed assessments.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2007-________

APPROVING THE CITY ENGINEER'S REPORT; DECLARING THE CITY'S INTENT TO FORM WHEATLAND MEADOWS SUBDIVISION STREET LIGHTING LOCAL IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING

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

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Wheatland Meadows Subdivision Street Lighting Local Improvement District which was filed with the City Recorder on July 12, 2007 to be satisfactory, and the same are hereby approved and adopted.

Section 2. That the City Council hereby declares its intention to form Wheatland Meadows Subdivision Street Lighting Local Improvement District and to make the lighting district improvements to serve Wheatland Meadows Subdivision Street Lighting Improvement District.

Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form Wheatland Meadows Subdivision Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on September 4, 2007, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

PASSED this _____ day of ________________, 2007.

SIGNED this _____ day of ________________, 2007.

____
Mayor

____
City Recorder

KEIZER SINCE 1982

City of Keizer

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

ENGINEER'S REPORT

FOR

WHEATLAND MEADOWS SUBDIVISION

STREET LIGHTING DISTRICT

For City Council Action August 6, 2007

REGISTERED PROFESSIONAL ENGINEER
6191PE
OREGON
JULY 12, 1968
WILLIAM I. PETERSON

Renewal date: December 31, 2008

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

Date: July 5, 2007

Project File: 1057

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Wheatland Meadows Subdivision

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 2007-1785** for the purpose of creating the subject Street Lighting District.

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

Lighting Plan The lighting improvements will consist of 9, 100 Watt, high pressure sodium, flat lens luminaries attached to 35 foot, gray fiberglass poles. This design is selected to meet current standards and provide the most efficient light coverage. It is recommended that installation be accomplished by the following method:

> The Developer would supply and install the luminaries and poles. Portland General Electric Co. (PGE) would install the underground wiring and supply the electrical power to the District. The luminaries and poles would be owned and maintained by the City.

Estimated Costs:

Developer -	
9 Poles & 100 Watt luminaries @ $6.91 per month each x 12 mos. =	$746.28
Administrative Fee @ $8.10/Lot:	307.80
Engineering @ $14.00/Lot:	532.00
Total Assessment	$1586.08
(1)Per Lot Assessment (First Year, 38 Lots)	$41.74

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

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

The first year assessment would include the one time costs for District formation and engineering. Subsequent years assessments would reduce to $19.64 per lot.

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

Respectfully submitted,

William I. Peterson, PE

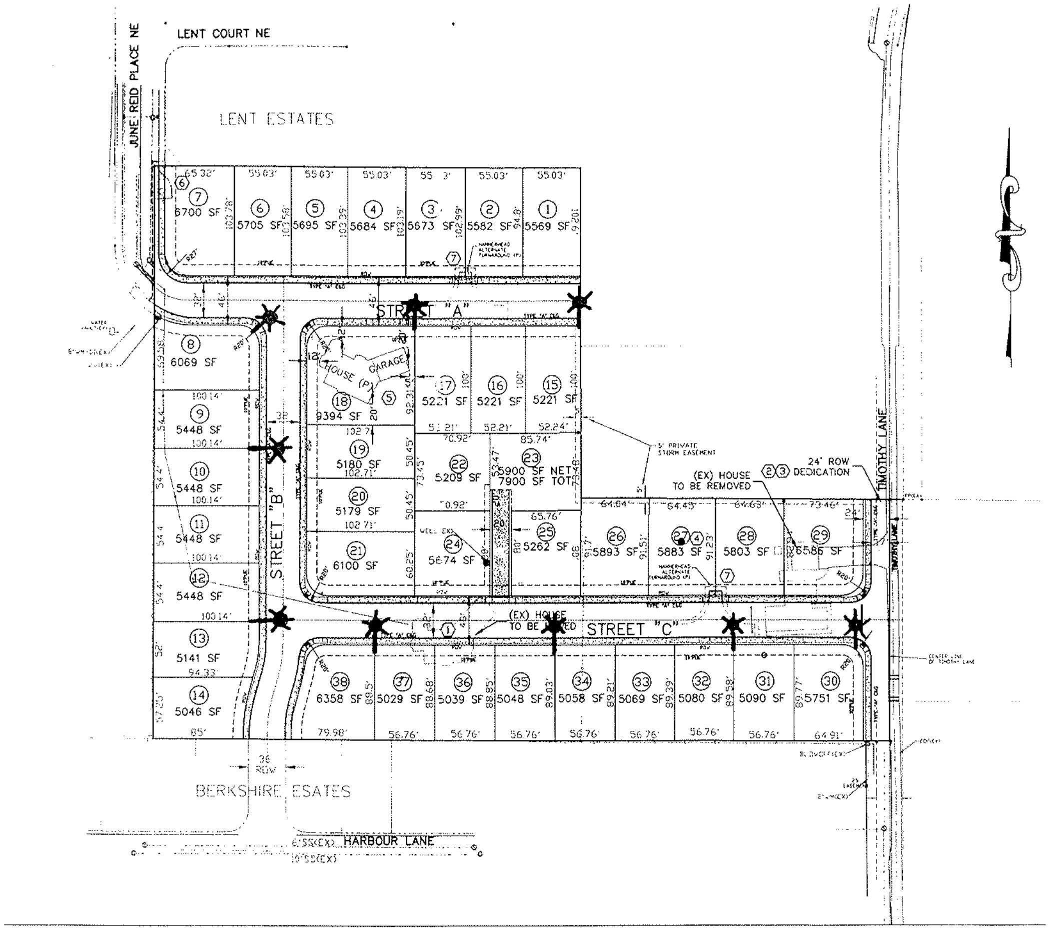
PRELIMINARY ASSESSMENT ROLL

WHEATLAND MEADOWS SUBDIVISION
STREET LIGHTING DISTRICT

*Assessors Maps 06 3W 23DB

Tax Lot #:	Owners Name and Address	Cost per Lot	Lots	Assessment
1300 & 1801	CAPITAL ENTERPRISES LLC PO BOX 2779 SALEM, OR 97308	$41.74	38	$1,586.08

TOTAL ASSESSMENT: $1,586.08



SUBDIVISION PLAN

SCALE: 1"=60'

SHEET NOTES:

1. HOUSE TO BE REMOVED
2. OUT BUILDING TO BE REMOVED.
3. DRIVEWAY TO BE REMOVED.
4. WELL TO BE REMOVED, SEE DOMESTIC WATER SHEET.
5. NEW LOCATION OF EXISTING HOUSE.
6. CONTRACTOR TO REMOVE EXISTING ASPHALT DRIVEWAY AND GATES.
7. HAMMERHEAD EASEMENT TO BE FILED SEPARATE FROM PLAT. EASEMENT IS NOT TO BE RECORDED ON PLAT

DRAWING LIST:

C-1 SITE PLAN, ABBREVIATIONS, NOTES
C-2 EXISTING CONDITIONS – SITE SURVEY
C-3 UTILITY PLAN
C-4 STREET "A" STREET PLAN AND PROFILE
C-5 STREET "B" STREET PLAN AND PROFILE
C-6 STREET "C" STREET PLAN AND PROFILE
C-7 TIMOTHY LANE STREET PLAN AND PROFILE
C-8 STREET "A" STORM WATER PLAN AND PROFILE
C-9 STREET "B" STORM WATER PLAN AND PROFILE
C-10 STREET "C" STORM WATER PLAN AND PROFILE
C-11 TIMOTHY LANE STORM WATER PLAN AND PROFILE
C-12 CHDPE PIPE INSTALLATION DETAILS
C-13 STREET "A" SANITARY SEWER PLAN AND PROFILE
C-14 STREET "B" SANITARY SEWER PLAN AND PROFILE
C-15 STREET "C" SANITARY SEWER PLAN AND PROFILE
C-16 TIMOTHY LANE SANITARY SEWER PLAN AND PROFILE
C-17 DOMESTIC WATER IMPROVEMENTS
C-18 EROSION CONTROL PLAN
C-19 HOUSE DRAIN AND GRADING PLAN
C-20 SIGNAGE, TRAFFIC CONTROL, SIDEWALK, AND STREETLIGHT PLAN
C-21 STANDARD CITY OF KEIZER CONSTRUCTION DETAILS
C-22 STANDARD CITY OF KEIZER CONSTRUCTION DETAILS

MINUTES
KEIZER CITY COUNCIL
Monday, July 2, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the regular meeting to order at 7:10 pm. Roll Call was taken as follows:

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

FLAG SALUTE

Mayor Christopher led the pledge of allegiance.

PUBLIC TESTIMONY

None

PUBLIC HEARING

a. Public Forum - City of Keizer Water Tank Design

Mayor Christopher noted that Council was interested in receiving public input but no decisions would be made regarding the water tank. Public Works Director Rob Kissler reported that the plan was for the water tower to simply be painted a blue color similar to the Oregon sky. Mayor Christopher then pointed out that the tower is on an easement from the Siletz and Grand Ronde tribes and that the Confederation would be involved in the decision making process. Mr. Kissler explained the reasoning for the elevated water tank: increasing pressure and relieving strain on the aquifer; painting specifications, longevity and costs: $105,000 for one color.

Mayor Christopher opened the Public Forum.

Sally Coleman, Keizer, questioned the appearance of the tribal logo and indicated support for the iris design published in the paper. Discussion followed regarding the location of Chemawa Station with Nate Brown explaining the planned usage for the property and problems involved because of the reversionary clause attached to the property.

Jerry McGee, Keizer, suggested that KPIC be involved in the screening process for this landmark, noted that the 123rd longitude goes almost through the tower and encouraged the establishment of a sinking fund to address painting maintenance costs.

Christine Dieker, Keizer, representing the Keizer Chamber of Commerce, encouraged the use of irises on the water tower to proclaim the status of the city as the Iris Capital of the World.

Colleen Chlonister, Salem, explained the process for painting a water tower, the availability of special longer-lived paints and approximate costs.

Jody Hoten, Keizer, offered assistance in the design review process, encouraged consideration of all design parameters including tribal issues and reviewed her design for the water tower suggesting the use of computerized wrap artwork.

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

Councilors all agreed that clarification with the tribes was necessary, cost and funding issues needed to be addressed and additional research needed to be done into paint alternatives (i.e. wrap around type material) before moving forward on the painting options for the water tower.

ADMINISTRATIVE ACTION

a. ORDINANCE – Amending the Keizer Development Code Sections 2.309, 2.310, 3.107 and Reallocation of Commercial Square Footage in Keizer Station

City Attorney Shannon Johnson reminded Council that this matter had been addressed at a Public Hearing at the last Council meeting and that Council had directed staff to prepare the appropriate ordnance which was being submitted for adoption.

<u>Councilor Walsh moved to adopt Ordinance Number 2007 Amending Keizer Development Code Regarding Section 2.309 (Site and Landscaping Design), Section 2.310 (Development Standards for Land Divisions), and Section 3.107 (Partitions); Amending Keizer Station Plan Areas and Design Guidelines (Page 9 of Keizer Station Plan); Amending Ordinance 98-389 and Ordinance 2003-479 (Exhibit 2, Page 9). Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

CONSENT CALENDAR

A. RESOLUTION – Initiating Wheatland Meadows Subdivision Street Lighting District
B. RESOLUTION – Authorizing the City Manager to Enter Intergovernmental Agreement with Marion County for Keizer Peer Court
C. RESOLUTION – Authorizing the City Manager to Waive the Potential Conflict of Interest – Jillian Bruce, Attorney at Law
D. Approval of June 4, 2007 Regular Session Minutes

Councilors Clark and McKane pulled Item D.

<u>Councilor Walsh moved to approve items A, B and C of the consent calendar. Councilor Moir seconded. Motion passed unanimously as follows:</u>

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

Councilor Clark corrected "AT" to "ATA" on the first page of the June 4, 2007 Minutes.

<u>Councilor Walsh moved to approve item D of the consent calendar as corrected. Councilor Clark seconded. Motion passed as follows:</u>

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

COMMITTEE REPORTS

Councilor Taylor reported that KPIC (Keizer Points of Interest) and Something Special Task Force July meetings had been cancelled.

Councilor Walsh reported that:

- SKATS met and certified the region for transit money.
- The Bridge Group (Motor Vehicle Crossing) is showing six proposals to various community groups in the area. Mr. Brown added that a presentation would be made at the Planning Commission meeting and encouraged the public and Council to attend. Mr. Walsh briefly reviewed the options being presented.
- Office Depot had a ribbon cutting at Keizer Station with Salem and Keizer Chambers in attendance.
- Marion County Breakfast was June 14. Councilor Moir will be coordinating the attendance for the next one.
- Regional Partners met on June 19.

Councilor Moir reported that

- Transportation Systems Plan Task Force will meet on July 17 at 3 pm
- Civic Center Task Force will meet on July 18 at 11:30. Chris Eppley added that this will be a Council Work Session to discuss cuts and funding.

Councilor Nichols reported that Keizer Urban Renewal Board had met and he deferred to Nate Brown for a detailed report of the project discussed. Mr. Brown explained that the owner of the property where the dentist office is located on the east side of River Road north of Linda has expressed an interest in participating the in the street improvement grant program and is making the necessary arrangements. Councilor Nichols noted that this program has been beneficial to the community and encouraged the allocation of any additional available funds to this program in order to continue improvement of the entire length of River Road.

Mr. Brown reviewed the planned modifications for the bollards at Lockhaven and River Road.

City Attorney Shannon Johnson first wished his son, Ben, a happy 16th birthday and then explained that the Volunteer Coordinating Committee makes recommendations to Council for volunteer committees. He explained the process adding that Parks Board openings were addressed at the last meeting but, because of the voting process undertaken and the method used for determination of the position of each candidate, he felt the vote should be redone. This will take place at the July 19 VCC meeting. Discussion followed regarding developing a policy and procedure for voting in the VCC committee. All Councilors except Councilor Clark agreed that committee positions should be specifically numbered to indicate the term.

Councilor McKane reported that the Parks Advisory Board would be meeting on Tuesday, July 10 to discuss the draft of the new Parks Master Plan. He invited the public to attend.

OTHER BUSINESS
a. New Business
b. Old Business

Chief Adams noted that National Night out is August 7. Interested parties should contact Sgt. Inman. He urged everyone to be safe on July 4 and encouraged them to attend the Volcanoes fireworks show at the ball park.

Nate Brown

- Proposed that a work session be set up to discuss opinions on infill standards.
- Reported that the Marine Board has granted funding for the design, engineering and permitting portion of the boat ramp.
- Reported that he made a presentation or Oregon Parks & Recreation Department for the Local Government Grant but was unsuccessful in securing this one. When he investigated the reason he was told that it was because of matching fund issues. He then fielded questions at length from Councilors.

Councilor Clark

- Reported that she had attended services for Marion County Deputy Kelly Friedenburg who was killed in the line of duty and acknowledged his great sacrifice and in his honor requested a moment of silence.
- Acknowledged the service of Chief Frank who is retiring from Keizer Fire District and thanked him for his years of service.

WRITTEN

Mayor Christopher reviewed letters regarding

- Possibilities for the water tower

COMMUNICATIONS

- The fact that Keizer does not have a notable public library
- The Hunger Program at John Knox Community Church and a coalition formed with other Keizer churches allowing the food bank to be open additional hours.

Councilor Moir added input from a former Keizer resident suggesting that the water tower be lit to resemble a hot air balloon at night.

Councilor Walsh pointed out that

- Shannon Johnson has made significant contribution towards operations of the food bank.
- July 26th is the "soft" opening of Keizer Rapids Park at 6 p.m. and everyone is invited.

Mayor Christopher commended Chief of Police Marc Adams who was installed as President of Keizer Rotary. She concluded that only two essay entries had been received for the "If I Were Mayor" contest and no pictures. She asked that a couple of councilors review the two entries so that one could be sent to the League of Oregon Cities.

AGENDA INPUT

July 9, 2007

5:45 p.m. City Council Work Session

- City of Keizer Public Works Building – Telemetry System Tour

July 16, 2007

7:00 p.m. City Council Regular Session

ADJOURNMENT

Mayor Christopher adjourned the meeting at 8:57 p.m.

APPROVED:

MAYOR:

____

Debbie Lockhart, Deputy City Recorder

____

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane	Councilor #4 – Cathy Clark
Councilor #2 – Troy Nichols	Councilor #5 – Richard Walsh
Councilor #3 – Jacque Moir	Councilor #6 – James Taylor

Minutes approved:

____

MINUTES
KEIZER CITY COUNCIL
WORK SESSION
Monday, July 9, 2007
Keizer Public Works Shop
661 Chemawa Road NE, Keizer, Oregon

CALL TO ORDER

Mayor Lore Christopher called the work session to order at 6:00 p.m. Roll call was taken as follows:

Present:
Lore Christopher, Mayor
David McKane, City Councilor
Jacque Moir, City Councilor
Cathy Clark, City Councilor (arrived at 6:17 p.m.)
James Taylor, City Councilor

Absent:
Richard Walsh, Council President
Troy Nichols, Councilor

Staff:
Rob Kissler, Public Works Director
Bill Lawyer, Public Works Superintendent
Matt Reyes, Municipal Utility Worker III
Tracy Davis, City Recorder

TOUR OF KEIZER PUBLIC WORKS SHOP AND WATER TELEMETRY SYSTEM

Rob Kissler, Public Works Director briefly explained the development history of the Keizer Public Works shop located at 661 Chemawa Road, followed by a tour of the facility. Bill Lawyer, Public Works Superintendent led the Council through a demonstration of the upgraded telemetry system that operates the water system within the city of Keizer.

ADJOURNMENT

The meeting was adjourned at 6:55 p.m.

____

Tracy L. Davis, MMC
City Recorder

APPROVED:

____
Lore Christopher-Mayor

COUNCIL MEMBERS:

____
David McKane – Council Position #1

____
Cathy Clark – Council Position #4

______________(Absent)________
Troy Nichols – Council Position #2

____________(Absent)_______________
Richard Walsh – Council President (#5)

____
Jacque Moir – Council Position #3

____
Jim Taylor – Council Position #6

Minutes approved:

____

MINUTES
KEIZER CITY COUNCIL
Monday, July 16, 2007
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER	Mayor Christopher called the regular meeting to order at 7:00 pm. Roll Call was taken as follows:

Present:
Lore Christopher, Mayor
Richard Walsh, Council President
Troy Nichols, Councilor
Jim Taylor, Councilor
Jacque Moir, Councilor
Cathy Clark, Councilor
David McKane, Councilor

Staff:
Chris Eppley, City Manager
Shannon Johnson, City Attorney
Nate Brown, Community Development
Rob Kissler, Public Works
Marc Adams, Chief of Police
Tracy Davis, City Recorder

FLAG SALUTE	Mayor Christopher led the pledge of allegiance.
PUBLIC TESTIMONY	*Wendy Deyoung*, Keizer Art Association, invited youth to attend summer camp sessions during the week of August 13. She detailed registration costs and enrollment concluding that the artwork would be displayed in September.
	Vickie Hilgemann, Keizer Parks Board Chair, updated Council on the progress of the Master Plan update, referred the executive summary and detailed various items of interest in the update such as formation of a Parks Department, serving underserved areas, maintenance, funding and tiers of service. In conclusion she urged that the Parks Board meet jointly with the Council to discuss the update and finance options.
	Mayor Christopher introduced the winner of the "If I Were Mayor" contest, *Skyler Meeks*, who then read his essay. Mayor Christopher and City Manager Chris Eppley then thanked *Cathy Lenox* for her hard work on the Marion County Fair Keizer display which won first place at the fair.
PUBLIC HEARING **a. El Fogon Bar and Grill Liquor**	City Manager Chris Eppley reported that an application was submitted for a Full On Premises Sales Liquor License for El Fogon Bar and Grill located at 3852 River Road North, 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

License Application

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.

Leonardo Garcia noted that his brother had applied for the license previously but that he had decided to step back. He indicated that the restaurant was losing customers because it did not serve liquor.
Mr. Garcia then fielded questions from Council and was encouraged to participate in the "Responsible Vendors" program.

Mayor Christopher closed the Public Hearing.

Councilor Walsh moved to recommend approval of the application for an On-Premises liquor license for El Fogon Bar and Grill 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 unanimously as follows:

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

ADMINISTRATIVE ACTION
a. ORDINANCE – Establishing Storm Water Utility

City Attorney Shannon Johnson noted that the ordinance being presented to Council is the first step in several and it does not impose a stormwater utility fee. He then suggested various verbiage changes throughout the plan with input being given by Councilors and discussion following regarding determination of pervious surface, administrative details and the implementation process.

Councilor Walsh moved to adopt Ordinance Number 2007 Establishing a Storm Water Utility Providing for Utility Fee. Councilor Nichols seconded. Motion passed unanimously as follows:

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

CONSENT CALENDAR

A. RESOLUTION – Authorizing the Mayor to Sign First Amendment to Municipal Court Judge Services Contract
B. Wall Street Bar and Grill Liquor License – Change of Privilege
C. Approval of June 11, 2007 Work Session Minutes
D. Approval of June 18, 2007 Regular Session Minutes

Councilors Walsh and McKane pulled Items C and D.

Councilor Walsh moved to approve items A, B and C of the Consent Calendar. Councilor Moir seconded. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Moir, Clark, McKane and Taylor (7) (for Items A and B)
NAYS: None (0)
ABSTENTIONS: (0) Walsh abstained from Item C (1)
ABSENT: None (0)

Councilor McKane noted that he was absent from the June 18 Regular Session so he would abstain from the vote on Item D. Councilor Moir corrected spelling on page 3.

Councilor Walsh moved to approve item C of the consent calendar as corrected. Councilor Nichols seconded. Motion passed as follows:

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

COMMITTEE REPORTS

Community Development Director, Nate Brown, reported that

- The Transit District had retained a consultant and the first meeting is scheduled for August 8 at 3:30. He urged Council participation. Mayor Christopher noted that Councilor Clark is tentatively planning to attend with Councilor Walsh as back-up.
- The first meeting for the Transportation System Plan Update will be on July 17 at 3:00 pm in Council Chambers; the public is invited.
- Soft opening of Keizer Rapids Park will be July 26 at 6 pm. It is hoped that a couple of small picnic areas, trails, parking and bike lanes will be in place by then. Rob Kissler urged park users to respect the property of the park neighbors.
- Concerns about the bollards at Lockhaven and River Road are being addressed. Mayor Christopher shared some positive correspondence regarding these bollards which she personally echoed. Councilor Taylor noted that the bollard design came from River Road Renaissance Advisory Committee and apologized publicly for not taking responsibility for the design earlier. Mr. Eppley noted that if a low- or no-cost option becomes available something may be done, but otherwise they would be left as is.

Public Works Director, Rob Kissler, reported that

- The Tepper undercrossing should be complete in the next three weeks
- Chemewa Road bridge construction is ahead of schedule. Curbs, gutters and sidewalks will be installed to Verda Lane.

City Attorney Shannon Johnson thanked “Ranger Shane” and Andrew Russell of Troop 121 for the Eagle Scout project. He reported that on July

7th they cleared a large area, built picnic tables and installed concrete posts for chained garbage cans. He concluded with a cautionary note to beware of the poison ivy.

City Manager Chris Eppley reported that the Civic Center Task Force was meeting on Wednesday with Council joining for a joint session at 11:30. This meeting will provide an update on the project as well as set forth a funding package.

OTHER BUSINESS
a. New Business
b. Old Business

Councilor Moir reported that Dan Fricke of ODOT attended the Planning Commission meeting to review the 6 possible bridge crossing sites.

Councilor Taylor reviewed meeting dates for Bikeways Committee and River Road Renaissance Advisory Committee.

Councilor Clark reported that

- On August 1st the Marion Polk County League of Women Voters will welcome guests from the Ukraine who are here to learn about citizen involvement and volunteerism. She will be hosting them at Keizer City Hall.
- Emergency Management will meet the last week of July/first week of August.
- National Night Out is August 7
- River Crossing Oversight Committee will be meeting more frequently; she and Councilor Walsh will be attending.

Mayor Christopher reported that the Volunteer Coordinating Committee will meet Thursday to appoint volunteers to the Parks Board and Keizer Points of Interest.

WRITTEN COMMUNICATIONS

Councilor Walsh reported that he had received a water trail packet, guide and letter from the Oregon Parks and Recreation Department and the Governor regarding the opening of the water trail.

Mayor Christopher read a letter

- From the Marion County Sheriff's Office thanking Keizer for assistance during the recent loss of one of their Deputies.
- Responding to an inquiry regarding the possibility of placing the next sewer crossing on Willamette River as a footbridge rather than under the river.

AGENDA INPUT

July 18, 2007

11:30 p.m. City Council Work Session

- Civic Center – Project Update

August 6, 2007

7:00 p.m. City Council Regular Session

August 13, 2007

5:45 p.m. City Council Work Session

August 20, 2007
7:00 p.m. City Council Regular Session

ADJOURNMENT Mayor Christopher adjourned the meeting at 8:25 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

MINUTES
KEIZER CITY COUNCIL ~ CIVIC CENTER TASK FORCE
JOINT WORK SESSION
Wednesday, July 18, 2007
Keizer City Hall, Police Auditorium
Keizer, Oregon

CALL TO ORDER

Mayor Christopher called the work session to order at 12:40 pm. The following were present:

Councilors:
Lore Christopher, Mayor
Richard Walsh, Council President (12:15)
Cathy Clark, Councilor
Jim Taylor, Councilor
Troy Nichols, Councilor
David McKane, Councilor
Jacque Moir, Councilor

Civic Center Task Force
Bob Emmerich
Mike Gaynor
Amy McLeod
Kelly Walther
Christine Dieker
Greg Rands

Group Mackenzie
Bret Hanson
Jeff Humphries

Staff
Chris Eppley, City Manager
Captain John Teague, Police Department
Captain Jeff Kuhns, Police Department
Chief Marc Adams, Police Department
Tracy Davis, City Recorder
Susan Gahlsdorf, Finance Director
Rob Kissler, Public Works
Nate Brown, Community Development
Tom Wood, Project Coordinator
Wanda Blaylock, Police Department
Kathy Lennox, Human Resources

Also Attending:
Lyndon Zaitz
Brandon Smith

DISCUSSION
a. Civic Center

Jeff Humphries reported that the project was on schedule and on budget. He then reviewed changes made in the plan since the last meeting in order to keep the project within budget: reduced overall square footage; deletion of overbuild in Police Department and change of materials; replacement of main gabled long continuous roof form with two gabled lighthouses (allowing for skylights in lobby and tying into the architecture of the old schoolhouse); deletion of two parking elements; phasing of park development; deletion of some paved areas in front of Police Department and shifting of the entryway to avoid the necessity of moving of the vault. He noted that the reduction of square footage was accomplished by removing 2 feet from each structural bay which resulted in downsizing of offices by approximately 4"; and an equivalent reduction of the lobby and community rooms. Following additional review of interior and exterior details Councilors voiced support for the changes.

City Manager, Chris Eppley, then distributed a Recommended Funding Package which added back into the project: City Hall Park development, interactive fountain, enhanced hardscape, raised platform and ramp for dais and slate tile at the community room lobbies ($318,195). Opposition was voiced to using Housing Services funds and Parks SDCs to fund these items. Further discussion took place regarding urban renewal and maintenance. Although some Councilors were against various individual improvements, the majority voiced support for adding the City Manager suggested items back into the project.

ADJOURNMENT Meeting adjourned at 1:10 p.m.

APPROVED:

MAYOR:

Debbie Lockhart, Deputy City Recorder

Lore Christopher

COUNCIL MEMBERS

Councilor #1 – David McKane

Councilor #4 – Cathy Clark

Councilor #2 – Troy Nichols

Councilor #5 – Richard Walsh

Councilor #3 – Jacque Moir

Councilor #6 – James Taylor

Minutes approved:

E.V.A.K

Emergency Volunteers Assisting Keizer

MEMO TO: Emergency Manager John Teague, City Council Liaison Cathy Clark
COPY: City Manager Chris Eppley, City Council Members
FROM: EVAK Coordinators Ray Hansen, Karen Monk, Mike Dye and Mary Nathe
DATE: July 10, 2007
SUBJECT: EVAK Activity Report

1. In February, the Emergency Volunteers Assisting Keizer [EVAK] held its quarterly Coordinators/Core Group Members meeting.

2. Later in February, Linda Doerfler published and mailed the EVAK Newsletter to over 200+ EVAK Members.

3. KARES [Keizer Animal Rescue Emergency Shelter] held its regular Core Group Members meetings on the first Tuesday of each month. For time and place contact Carol Doerfler [503-390-0079].

4. On April 7th, EVAK held its Spring Orientation presentation. Twenty-three new EVAK Members attended. This program acquainted the new members to the overall Emergency Management program.

5. The Oregon Humane Society gave a presentation to twenty EVAK members on April 21st. The presentation involved the O.H.S.'s participation in the New Orlean's Katrina Emergency, and lessons learned from this experience.

6. KARES participated in Pet and Emergency awareness booths at various Keizer businesses during the Winter and Spring.

7. On May 3rd, EVAK held its regular Quarterly Coordinators/Core Group meeting.

8. During the Keizer Iris Festival – KARES participated in the Mayor's Kids and Pets Walk, and had an informational booth at the Street Fair. EVAK's Transportation Group [EEVS], which stands for Emergency Evacuation Vehicle System, participated in the Keizer Iris Festival Parade, and provided transportation for parade participants as needed.

9. On June 23rd, EVAK held a Training Session for new members. Thirty-nine people were involved with twenty-three new members being trained in the five sections or groups of EVAK that includes the EOC, the Information Group, the Assistance Group, the Transportation Group, and KARES.

10. **Coming up on August 2nd, EVAK will be holding its Quarterly Coordinators/Core Group Meeting in Conference Room A at 5:30 PM.**

11. **Also in August, the EVAK Newsletter will be published and mailed to the now over 250+ Core Group and Registered Members.**

12. **Monthly September through December, KARES will be holding its Core Group Meetings on the first Tuesday of each month.**

13. **Thursday, September 6th at 7:00 PM, EVAK will be holding its Fall Emergency Management Orientation.**

14. **On Saturday, September 15, 2007, at 9:00 AM, the Fall Training Session for EVAK will be taking place.**

15. **Scheduled for Saturday, October 6, 2007, at 9:00 AM, EVAK will be holding a "Damage Assessment" Training for all of its members. Larry Morgan will be giving the presentation.**

16. **The last Quarterly Coordinators/Core Group Meeting for 2007 will take place on Thursday, November 1,2007 in Conference Room A at 5:30 PM.**

17. **Still to be scheduled is the "NIMS" Training for the New EVAK Core Group Members.**

18. **If you have any questions, please contact Captain John Teague [503-390-3713], or Ray Hansen [503-393-4228]. Attached is a copy of EVAK's 2007 Activity Schedule.**

CITY COUNCIL MEETING: August 6, 2007

AGENDA ITEM NUMBER:______________

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

THROUGH: **CHRIS EPPLEY**
CITY MANAGER

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

SUBJECT: **KEIZER PARKS AND RECREATION ADVISORY BOARD APPOINTMENTS**

ISSUE:

In May of 2007, the City Council adopted a Resolution expanding the membership of the Keizer Parks and Recreation Advisory Board, adding two new members. In addition, a vacancy was created when member Bill Riesland passed away. A press release was distributed and five volunteer applications were received and reviewed by the Volunteer Coordinating Committee. The Committee has recommended the appointment of Christine Dieker to serve in position 9 (term ending December 30, 2009), Jerry Nuttbrock to serve in position #3 (term ending December 30, 2007), and Marlene Quinn to serve in position #2 (term ending December 30, 2007).

RECOMMENDATION:

It is hereby recommended the Council accept the recommendation of the Volunteer Coordinating Committee and appoint Christine Dieker to serve in position 9 (term ending December 30, 2009), Jerry Nuttbrock to serve in position #3 (term ending December 30, 2007), and Marlene Quinn to serve in position #2 (term ending December 30, 2007).