CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL

Monday, July 15, 1991
7:30 p.m.
Keizer City Hall
Robert L. Simon Council Chambers

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY - This time is provided for citizens to address the Council on matters not on the agenda.

4. COMMITTEE REPORTS

5. DISCUSSION - Review of Planning Commissioner Performance.

6. DISCUSSION - Selection of Facilitator for City Council Team Building Session

7. DISCUSSION - Disability Access to Cummings Elementary School

8. DISCUSSION - Proposed Regional Fuels Tax

9. DISCUSSION - Consideration of Establishment of Volunteer Coordinating Committee

10. CONSENT CALENDAR

    a. June 17, 1991 Regular Session Minutes

    b. June 28, 1991 Special Session Minutes

    c. July 1, 1991 Regular Session Minutes

    d. Resolution - Approval of an Intergovernmental Agreement with Marion County Regarding Dispersal of Civilly Forfeited Assets

    e. Resolution - Mid-Willamette Valley Police Mutual Aide Agreement

11. OTHER BUSINESS - This time is provided to allow Council members the opportunity to bring matters before the Council which are not on tonight's agenda.

City of Keizer

Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

COUNCIL MEETING: July 15, 1991
AGENDA ITEM NO.: 4

TO: MAYOR AND CITY COUNCIL

FROM: KEVIN WICKMAN, PARKS DIRECTOR Kevin

THRU: DONALD H. OTTERMAN, M.S.PA, CITY MANAGER DHO

SUBJECT: APPOINTMENT - Keizer Parks Committee

Staff is currently seeking citizens interested in serving on the Keizer Parks Committee. There are three vacant positions at this time. One member, Shannon-Blake Thiess, wishes to be reappointed to the Committee, and has been so recommended by the Parks Committee.

Staff recommends that the City Council reappoint Shannon Blake-Thiess to a new three year term on the Parks Committee at this time. In the meantime, staff will continue to seek citizens interested in the remaining two vacancies. If the Council members are aware of any residents who are interested in this service, please have them get in touch with Kevin Wickman, 393-1608.

COUNCIL MEETING: JULY 15, 1991
AGENDA ITEM NO.: 5

MEMORANDUM

TO: Mayor and City Council

THROUGH: John Morgan, Community Development Director

FROM: E. Shannon Johnson, City Attorney ESJ

RE: Review of Planning Commissioner Performance

DATE: July 10, 1991

At the last Council meeting, the issue of Commissioner Mark Grenz was raised with regard to his ability to serve on the Planning Commission due to the fact that he may abstain from some Planning Commission business due to actual or potential conflicts of interests.

Though Keizer has an ordinance regarding the Planning Commission, it is silent on the issue of review of commissioners' performance. However, the state statute on city Planning Commissions has a section relevant to this issue:

> (2) A member of such a commission may be removed by the appointing authority, after hearing, for misconduct or nonperformance of duty.

ORS 227.030(2)

If the Council chooses to pursue this matter, then it should schedule a public hearing to consider if the evidence indicates any misconduct or nonperformance of duty by Commissioner Grenz.

I will be available at the Council meeting on July 15, 1991, to answer any questions in this regard.

ESJ:clt

COUNCIL MEETING: JULY 15, 1991
AGENDA ITEM NO.: 6

City of Keizer

Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

DATE: JULY 10, 1991

TO: MAYOR AND CITY COUNCIL

FROM: DONALD H. OTTERMAN, M.S.PA, CITY MANAGER DHO

SUBJECT: SELECTION OF FACILITATOR FOR CITY COUNCIL TEAM BUILDING SESSION

DISCUSSION

The City Council at its last regular meeting had requested that I request from potential facilitators copies of resumes and descriptions of the process that they would follow in facilitating a City Council team building session as well as a list of references for those facilitators. Originally there were six facilitators that had been considered. One additional facilitator Ray Redburn, of Bittinger and Redburn, was added to the list at the suggestion of City Councilor Koho. Sylvia Rose who was on the original list has asked to not be considered for future facilitating and I did not request any additional information from Don Essig. Mr. Don Murray was not available on any Saturdays in July or August and I did not request additional information from him.

The information that I have received is from Marvin Himmell, Vern Ho, Alan Hershey, John Lenssen. John Lenssen had originally submitted a proposal on June 1 and that proposal was distributed to the City Council at the Council meeting of July 1. The information that he submitted again, is, attached to this agenda statement.

I have checked with the references submitted by Marv Himmell and by Vern Ho and they have received very good recommendations from past clients. There is a letter of recommendation for Ray Redburn from Union County Commissioners for work done approximately one month ago. The proposal that was received from John Lenssen and Daniel Duarte, do not include any references that pertain to facilitating.

It appears from all of the information that has been received that any of the individuals could do more than an adequate job facilitating the City Council team building exercise. I believe that it comes down to a comparison between, Vern Ho, Marv Himmell, Ray Redburn and Alan Hershey. I would caution

June 1, 1991

Mayor Andy Orcutt
City of Keizer
PO Box 21000
Keizer, Oregon 97307

I am writing in response to your request that I submit some information regarding my proposal to facilitate a team-building workshop for the city of Keizer. Enclosed is a one page description of our services and resumes for both myself and Daniel Duarte. If you are interested in our services, I would like to meet with you to provide a more personal description of the type of workshop that we would be interested in providing.

Very Sincerely,

John Lenssen

John Lenssen
3827 Shaniko Way SE
Salem, Oregon 97302
363 0677

VITA

JOHN LENSSEN
Education Specialist
Student Services
Oregon Department of Education

Address: 360 Lincoln, SE
Salem, OR 97302
Home Phone: (503) 399-3639
Work Phone: (503) 378-5585

EDUCATION:

A.B.D.	1986	Curriculum & Instruction (Education & Social Thought): University of Oregon
	1980-81	Cross-Cultural Communication, Department of Speech Communication: University of Washington
M.T.S.	1973	Interdisciplinary Studies (Philosophy, Religion, Education, and Society): Harvard University
B.A.	1971	Philosophy: Claremont McKenna College, California

PROFESSIONAL EXPERIENCE:

1990-Present	Education Specialist: Peer Programs, Student Services, Oregon Department of Education
1981-1990	Academic and Counseling Coordinator: Educational Opportunities Program (EOP), Oregon State University Responsibilities included: Instructor/Counselor Supervisor and Curriculum Coordinator for EOP and federal programs (HCOP, SSS, CAMP) New Student Orientation EOP Learning Center Supervisor Program Evaluator for HCOP and CAMP
1987-present	Educational Consultant: Interface Network, Inc., Beaverton, Oregon
1986-87	Acting Director: EOP, OSU
1980-81	Acting Director: Academic Advising, Office of Minority Affairs, University of Washington
1979-81	Lecturer: Department of Afro-American Studies, UW
1979-80	Academic Counselor/Peer Counseling Supervisor: Office of Minority Affairs, UW
1977-79	Academic Counselor: Arts and Sciences, UW New Student Orientation Coordinator

"Coping and Creating: Empowering Leaders," "Writing and Leading," "Team Building," "Student Leadership," "Cross-Cultural Counseling," "Reverse Discrimination?," "Faculty Peer Evaluation," "Student/Faculty Relationships," "Teaching for Real World Needs," "Individualism vs. Community in Humanist Education," "The Application of Paulo Freire's Pedagogy of the Oppressed in a Seminar for EOP Students," "Academic Advising Students in Academic Jeopardy," "Problem Posing Strategies for Instruction."

Creative Production:	Co-author and Director for "Danny: A Chicano Play" (presented at the OSU Theatre).

PROGRAM EVALUATION & CONSULTATION:

OSU College Assistance Migrant Program
Western Oregon State College Minority Student Office
OSU Health Careers Opportunity Program
Portland Community College - Counseling and Advising Office

ORGANIZATIONAL MEMBERSHIPS:

Present:	Oregon Peer Helpers Association Board Member
Present:	OSU CAMP Advisory Board Member
1988-90	OSU Black Cultural Center Advisory Committee (Chair)
1983-88	Faculty Adviser, Vietnamese Student Association, OSU
1982-88	Willamette Valley Racial Minorities Consortium Board

AWARDS RECEIVED:

1982	Selected for the "Faculty Networking Program" at Stanford University
1982, 83, 87, 89	Member of OSU intramural basketball championship team
1971-72	Recipient of Rockefeller Fellowship, Harvard University
1970 & 1971	California All-Star Lacrosse Team

RESUME

ELIAS DANIEL DUARTE

Business Address

Portland Community College
Counseling and Advising
P.O. Box 19000
Portland, OR 97219-0990
(503) 244-6111 x 4544

Home Address

9531 S.W. Siletz Dr.
Tualatin, OR 97062
(503) 692-9259

PRIMARY AREAS OF EXPERTISE AND EXPERIENCE

- Cross-cultural counseling issues
- Experiential training strategies
- Minority issues in post-secondary education
- Personal development
- Program assessment for staff development
- Training: design, implementation, and evaluation

EDUCATION

1979 — Ed. M. - Counseling and Guidance
Oregon State University
Corvallis, Oregon

1974 — B.A. - Elementary Education
Idaho State University
Pocatello, Idaho

PROFESSIONAL EXPERIENCE

1990-Present: **DIRECTOR/DEPARTMENT CHAIR**
Counseling and Guidance
Portland Community College
Portland, Oregon

- Plan, implement, and evaluate counseling, academic advising, testing services and quarterly schedule of department courses.
- Develop and monitor budget activities and expenditures for the department.

1986-87: **RECRUITING/COUNSELING COORDINATOR**
Educational Opportunities Program
Oregon State University
Corvallis, Oregon

- o Supervision of all recruiters (high school, community college, GED centers, homes, churches, etc.).
- o Coordination of recruiting calendar.
- o Development of recruiting materials (brochure, display board, video).
- o Management of budget activities related to recruiting.
- o Coordination of recruiting efforts with university's traditional recruitment plan.
- o Coordination of counselor staff development.
- o Coordination of academic advising conferences with students in jeopardy.

1982-86: **DIRECTOR**
College Assistance Migrant Program (CAMP)
Oregon State University
Corvallis, Oregon

- o Management of budget and program activities.
- o Supervision and evaluation of multicultural counseling and instructional staff.
- o Recruitment of students (migrant and seasonal farmworkers).
- o Liaison to academic departments and support services, campus wide.
- o Trained administrators, professors, instructors, support staff, and other university personnel on: objectives of CAMP; CAMP student needs; and cross-cultural issues.
- o Assisted with the assessment of personal/academic needs of migrant and seasonal farmworker students.
- o Prepared yearly federal project performance reports.

1979-82: **COUNSELOR/INSTRUCTOR/RECRUITER**
Educational Opportunities Program
Oregon State University
Corvallis, Oregon

- o Academic, personal, and career counseling to multicultural student population.
- o Instruction: Personal Development, PSY III; Peer Counselor Training/ Practicum, LS 306A/B; University Issues for Hispanic Students, Ed 406.

RELATED ACTIVITIES

1981-Pres.	Cross-cultural workshops presented to: post-secondary institutions, departments, programs and projects; community organizations; and local, regional, and national conferences addressing education, counseling, and cross-cultural issues.
1988-Pres.	Member: College Assistance Migrant Program Advisory Board, Oregon State University, Corvallis, Oregon.
4/1989	Speaker: Oregon Committee for Hispanic Achievement (OCHA), Youth Leadership Project, Salem, Oregon.
4/1989	Keynote Speaker: Idaho State Department of Education, Migrant Education Program, Regional Conferences in Vallivue, Twin Falls, and Blackfoot, Idaho.
9/1988	Keynote Speaker: Guadalajara/Portland Sister Cities Celebration of El Diez y Seis de Septiembre, Portland, Oregon.
11/1987	Keynote Speaker: University of Oregon, Minority Youth/Parent Conference, Eugene, Oregon.

PROPOSALS AND REPORTS

1986	"Educational Opportunities Program Funding Request for a Recruiting Video Production," Oregon State University, Corvallis, Oregon.
1986	Funding Proposal for Theatrical Production of "Danny: A Chicano Play" at Oregon State University. Oregon State University, Corvallis, Oregon.
1985	"A Proposal to the President to Continue the College Assistance Migrant Program at Oregon State University," Oregon State University, Corvallis, Oregon.
1984-86	"College Assistance Migrant Program Performance Report," at Oregon State University, U.S. Dept. of Education, Migrant Education Program, Washington, D.C.
1983-85	"A Proposal to Fund the College Assistance Migrant Program at Oregon State University," U.S. Dept. of Education, Migrant Education Program, Washington, D.C. (Assisted)
1981	"Funding Request for Video Production on Mexican-American Intra-cultural Commonalities and Differences," Oregon State University, Corvallis, Oregon.

HONORS

1983-84	Kellogg Fellow in "Educational Policy Fellowship Program," Institute for Educational Leadership, Washington, D.C.

LANGUAGES

English, Spanish

BITTINGER & REDBURN
DESIGNING CUSTOMER SATISFACTION

July 8, 1991

Donald H. Otterman, City Manager
City of Keizer
PO Box 21000
Keizer, OR 97307-1000

Dear Mr. Otterman:

What follows is an abbreviated proposal for team building work for the Council.

There are several important features to understand about how our work is different:

•We co-create with the client. That is we don't come in with a "cookie-cutter" approach. Instead we work closely with the client organization--in this case the entire Council--to determine what the appropriate goals of our work together should be. That leads to better and faster results.

•Team building for team-building's sake is no darn good.
Wherever possible we work with the client on the real work of their organization. Thus we help them develop improved abilities to work together while doing their real work. That, after all, is why people do team building.

•Two is far better than one.
In working with groups of more than three members, Richard and I work as a team of two. This allows us to:
-pay much closer attention to the client group's members,
-have one of us to pick up what the other misses,
-connect better with more of the individuals in the group, and
-model appropriate interpersonal communication skills for the group.

•Build capacity in the client group.
Wherever possible we avoid one of the traditional consulting techniques--that of conducting individual interviews. We find this not to be a cost effective technique. And that traditional approach tends to keep the group dependent on the consultant, who is the only one with the "full picture." A final deficit of that technique is that it tends to exacerbate negativism and divisiveness. Instead, we work with the entire group and surface important information in a safe and appropriate manner. We are quite skilled at conducting interviews, and can use that technique if the less time-consuming methods aren't appropriate.

Fee: We are offering a proposal for one day's work with the Council. This can be accomplished either in a single day or in two half-day sessions. We are offering a reduced rate of $950 for this work. That will include the services of both Richard Bittinger and Ray Redburn for the day's contact work with the Council.

In addition, we anticipate at least three hours of prior consultation with the Council and key individuals in designing the event. Another three hours will be needed to prepare materials and the final event design. There will be no additional charge for materials. The City will provide duplication services for handouts as well as facilities and any refreshments for the session(s).

P.O. Box 886 • Salem, OR 97308-0886 • (503) 585-6422

Suggested Outline for Work:

(Should this rough proposal not meet your needs, we will be happy to work with you to achieve your goals.)

I. Revisit Council's Vision

II. Identify the key values that are necessary to support that Vision.
How will the Council members need to be individually and collectively in order to move the City forward toward the vision.

III. How we empower and disempower one another.

IV. Develop strategic action plans to get real-time results.

V. Back-home follow-up
Review progress on action plans.
Identify successes and learnings from them.
Identify breakdowns and alternatives for overcoming them.

References:

Patrick Reilly, City Manager City of Tigard	639-4171
Doc Savage, Commissioner Union County	963-1001
Roy Turnbaugh, State Archivist Archives Division	378-4241
Curtis Smith, Director Employee Services Multnomah County	248-5015

VERN HO & ASSOCIATES
Human Resource Consultants

July 8, 1991

Chris Moreland
City of Keizer
P.O. Box 21000
Keizer, OR 97307

Dear Chris:

This is to verify our phone conversation about my working with the City Council's retreat. I quoted a fee of $900 for one day.

I have worked with the following:

League of Oregon Cities
Staff Retreat

City of Salem
Council Retreat and Management Team Development

City of Newburg
Council Retreat

City of Beaverton
Council Planning Session
Management Retreat

I enclose my resume.

Look forward to hearing further from you.

Sincerely,

Vernon Ho

1800 Valley River Drive • Suite 250 • Eugene, Oregon 97401 • (503) 344-3096

MID WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS

105 HIGH STREET S.E., SALEM, OREGON 97301
Telephone (503) 588-6177
FAX (503) 588-6094

CHAIRMAN: MAYOR SAM BRENTANO
CITY OF SUBLIMITY

VICE CHAIRMAN:
COMMISSIONER DENNIS GOECKS
YAMHILL COUNTY

DIRECTOR: ALAN H. HERSHEY

MEMORANDUM

TO: Mayor and City Council
City of Keizer

DATE: June 28, 1991

FROM: Alan H. Hershey, Director Alan Hershey

SUBJECT: TEAM BUILDING AND GOAL SETTING FACILITATION SERVICES

Don Otterman has asked for a cost estimate to provide the City Council with facilitation services for a one day, Saturday, meeting. We provide such goal setting services to member city councils for a total fee ranging from $250 to $500, depending on the number of hours to be spent in the city council work session and the requirements of preparation and follow up. For instance, we have developed a comprehensive survey instrument which is sent individually to council members in advance of the work session and from which a composite of the answers is developed for discussion purposes at the work session. This saves time in the meeting and because it treats each member's response with confidentiality, tends to bring out difficult issues in advance of the work session so they can be addressed by the full city council.

We would not recommend a one shot session to the Keizer City Council. Rather, we feel a more comprehensive process should be developed by the facilitator with the assistance of the Mayor, Council President and City Manager. This process can then be presented to the City Council for review and approval, together with the costs associated with it.

Preliminarily, we would propose a process roughly as follows:

1. Conduct one hour confidential personal interviews individually with the Mayor, each council member and the City Manager. The purpose of the interviews is to develop a list of organizational problems and needs as perceived by these key persons.

2. Prepare a composite of the problems and needs identified in these interviews. Each response in the list will be treated as anonymous -- no names identified.

3. Conduct a 4 to 5 hour work session to review the problems and needs. Develop a group consensus of the most important items

on the list. Separate them into short and long term issues by group consensus. Prioritize the issues by group consensus. Prepare outlines of action plans for follow up on the top priorities.

The facilitator will work with his client, the City of Keizer, only. All information and records will be confidential and restricted for use by the City Council. The City would be expected to provide any responses desired by city employees, the general public or the news media.

We will have available one expert in organizational development and conflict resolution in the event those skills become necessary.

This is an interesting and exciting project. If the Council wishes to proceed we are very interested in being of assistance.

RESUME

Vernon S.C. Ho
Human Resource Consultant
1800 Valley River Drive, Suite 250
Eugene, OR 97401
(503) 344-3096

EXPERTISE:

Human resource consultant since 1980. Current passion is facilitating high performance in organizations. Assist leaders in aligning the energy, purpose, structure and resources of their companies.

Design and lead training in team development, strategic planning, leadership development, and problem solving techniques.

ASSOCIATIONS:

Leadership Team Member; Eugene/Springfield Chapter, Association for Quality and Participation.

Board Member, Treasurer; Olive Plaza Retirement Community.

Member; American Society for Training & Development; Organizational Development Network.

Board Member, Northwest Regional China Council.

CLIENTS:

Fred Meyer Corporation
Tri-Met Transportation District
Warn Industries
Chemeketa Community College
Willamette National Forest
Cahners Publishing Company
Arizona Highways Magazine
League of Oregon Cities
Rogue Federal Credit Union
Public Employees Federal Credit Union
Lane Community College
Bureau of Mines

BIOGRAPHICAL:

Born Honolulu, Hawaii
B.A. Willamette University; Salem, OR
Graduate Studies, University of Oregon; Eugene, OR

5/91

UNION COUNTY
Board of Commissioners

LORENCE D. SAVAGE, Chairman
JOHN J. HOWARD, Commissioner
STEVE McCLURE, Commissioner

1106 "K" AVENUE | LA GRANDE, OREGON 97850 | PHONE (503) 963-1001 | FAX No. 963-8980

June 18, 1991

Ray Redburn
Richard Bittinger
P.O. Box 886
Salem, Oregon 97308-0886

Dear Ray & Richard:

Much has happened since last fall when you helped us plan for the future of Union County. Floods, ballot measures, and a crumbling courthouse have required considerable reaction. However, the focus that you helped us develop has enabled us to accomplish most of the goals that were set.

In March we passed our operating levy on the first attempt. Many of us credit this largely to an increased credibility with our patrons that came about because of our planning. The main difference that can be observed that came from our planning is a new role for county government that more often places us in the position of facilitator of ideas. Delivery of service is still our main thrust but we are finding that service can often be best delivered after planning with other agencies and advisory groups.

Enclosed is a booklet describing county government and explaining the goals that you helped us develop. We would like to express appreciation to Bill Deering, our editor for presenting our ideas in such a delightful, literary style. Also, our thanks to you for helping formulate those ideas.

Sincerely,

Lorence D. Savage
Chairman

John J. Howard
Commissioner

Steve McClure
Commissioner

LDS:sab

Enclosure

ACKNOWLEDGMENT

The Board of Commissioners of Union County, Oregon, wishes to recognize and express its appreciation to the following individuals, concerned citizens all, who generously contributed time and talent — their hopes and workable down-to-earth suggestions — to develop the *Union County Strategic Plan — Phase I 1990-1991:*

Leonard Almquist, Alan Bennett, Greg Blackman, Nellie Bogue Hibbert, Bob Brogoitti, Shelley Burgess, Richard Comstock, Joy Delgado, Terry Edvalson, Buzz Fulton, David Gilbert, Patty Gooderham, Camille Hawkins, Bill Hays, Al Hershberger, Julie Hickerson, Lee Insko, Glenna Isley, Hanley Jenkins, Phil Kohfeld, Fuji Kreider, Bernie Lippe, Bruce McConnell, Bob Messinger, Bob Moody, Jerry Moore, Lyle Nelson, Steve Null, Bev Penz, Marlene Perkins, Howard Perry, Clark Peterson, Kathie Powell, Jens Robinson, Steve Ryman, Cedric Shanks, Lloyd Spikes, Dennis Spray, Don Starr, David Still, Peggy Sutton, Jack Thomas, Midge Vogan, Reed Waite, Jerry Weir, Steve Weishaar, Jeff Wilson, and Dana Wright

Special thanks must also be given to facilitators Richard Bittinger and Ray Redburn whose firm but sensitive guidance gave form and direction to our planning sessions.

In the material that follows, we have outlined a possible path forward for the work with the Council. Also enclosed is a list of references and a copy of an unsolicited letter of appreciation we recently received from a County Government with whom we worked. One of the obvious outcomes of that work was an improved working relationship between and among key people in county government.

If you have any questions or comments, please call me at 585-6422.

Thank you for your attention.

Sincerely,

Ray Redburn, Partner

- Lectures and workshops: Cross-cultural issues in higher education to classes in the College of Liberal Arts, School of Education, the Graduate School and to various other university departments and programs.
- Recruitment of minority students throughout the state of Oregon via traditional and non-traditional plans (high schools, community colleges, GED centers, homes, churches, etc.).

1978: **COUNSELING PRACTICUM**
Chemeketa Community College
Salem, Oregon (3 months)

- Personal, academic, and career counseling.
- Co-taught course in career exploration.

1976-77: **TEACHER**
Fourth Grade
Bilingual Education Program
Nampa School District
Nampa, Idaho

- Taught full curriculum: math, science, language arts, health, physical education, social studies, art, etc.
- Integrated Spanish into the curriculum and provided a supportive bilingual environment as part of the Bilingual Education Program plan and objectives.

1974-76: **TEACHER**
Fifth Grade
Twin Falls School District
Twin Falls, Idaho

- Taught full curriculum: math, science, language arts, health, physical education, social studies, art, etc.
- Initiated and integrated Spanish into the curriculum and provided a supportive bilingual environment.

1975: **TEACHER**
Fifth and sixth grades
Migrant Education Summer Program
Twin Falls School District
Twin Falls, Idaho

- Taught language arts and math.
- Coordinated enrichment activities.

- Supervise and evaluate department staff including: counselors, academic advisors, classified support staff.
- Coordinate department services with college enrollment services and campus instructional departments.
- Establish and maintain liaison with other educational institutions at local and regional levels.
- Coordinate department services and maintain liaison with the Ethnic Student Support Program at Portland Community College.

1987-Present: **ADJUNCT PROFESSOR**
Department of Guidance and Counseling
School of Education
Oregon State University
Corvallis, Oregon

- Course design.
- Course instruction.
- Student evaluation.
- Report student grades to Department of Guidance and Counseling.

1987-90: **EDUCATIONAL SPECIALIST**
Western Stream Program Development Center (PDC)
Interface Network, Inc.
Beaverton, Oregon

- Provide technical assistance and training to administrators, teachers, paraprofessionals and parent groups in the service area (12 farwest states).
- Plan and implement training workshops, in areas of expertise, at elementary, secondary, and post-secondary levels.
- Participate in the development and implementation of needs assessment of requesting state education agencies (SEAs) and local education agencies (LEAs).
- Assist in defining SEA/LEA objectives, delivery plans, resources, and assist in coordination efforts with other federal programs and agencies.
- Act as liaison and resource coordinator to SEA/LEA programs and projects in the service area (Idaho, Nevada, New Mexico).
- Document activities and assist in final contract performance evaluation.

REFERENCES:

Dr. Miriam Orzech, Assistant Vice President for Academic Affairs, OSU. Administrative Services Bldg., OSU, Corvallis, OR, 97331. (503) 737-2111.
Dr. Thurman Holder, Director of Health Careers Opportunity Program, OSU. Waldo 268, OSU, Corvallis, OR 97331. (503) 737-3628.

Mr. Elias Daniel Duarte, Director of Counseling, Portland Community College. (503) 244-6111 Ext. 4544

Ms. Judy Miller, Asst. Superintendent, Student Services Section, Oregon Department of Education, 700 Pringle Parkway, SE, Salem, OR 97310. (503) 378-5585.

stdt11842

1976-77	Instructor: Human Development and Early Childhood Education, Highline and South Seattle Community Colleges
1973-75	Philosophy Instructor: Green River Community College, WA
1973	Graduate Teaching Assistant, Ethics: Harvard University
1972-73	Psychology Instructor: Cambridge Jr. College, MA
1971-73	Head Start Teacher: Hassett Head Start, Boston, MA
1970-71	Resident Adviser, Claremont College, Claremont, CA

UNIVERSITY TEACHING:

"Cultural Issues in Higher Education:" OSU, EOP (1988)

"Philosophy of Education:"	Western Oregon State College (1987) OSU, School of Education (1986) OSU, School of Liberal Arts (1985)
"Methods of Study:"	OSU, EOP (1982-86)
"Recent Educational Trends:"	OSU, School of Education (1983-88)
"Personal Development:"	OSU, EOP (1982-86)
"Peer Counseling:"	OSU, EOP (1982-86)
"Theories of Black Liberation:"	UW, Afro-American Studies Dept., (1979)
"College Survival:"	UW, Afro-American Studies Dept. (1979-80)

CROSS-CULTURAL AWARENESS WORKSHOPS PRESENTED:

1982-Present	Over 40 workshops presented to diverse groups including school districts, educational conferences, the OSU President's Cabinet, OSU Faculty, Student Housing Groups, OSU International Students, and OSU Campus Police.

LECTURES, WORKSHOPS, AND WRITINGS: (1986-present)

Grant writing:	Co-author for Health Careers Opportunity Program (HCOP) (funded), College Assistance Migrant Program (CAMP) (funded).
Educational Workshops:	"Diversity: Self-Awareness," "Peer Counseling," "Cooperative Learning," "Whole Language Instruction,"

Duarte and Lenssen: Facilitators

We are independent consultants specializing in communication, leadership, and team building. We have facilitated workshops together for ten years in Oregon and throughout the Northwest. We work together or separately, depending on the request. Our programs and workshops focus on:

transitions and change
cultural issues
personal awareness
organizational politics
interdependence
goal setting

Our programs and workshops are all individually designed to address the unique situations of groups and organizations. We are energetic presenters who believe in empowering the people with whom we work. Our sessions typically include:

interactive participation
addressing the real issues of an organization
simulations
creative activities
up-to-date research
useful handouts

Fee Schedule: One Day, One Facilitator $500 plus expenses
One Day, Two Facilitators $800 plus expenses
All arrangements and fees are negotiable.

To contact us, write to us at: Duarte & Lenssen, Facilitators
3827 Shaniko Way SE
Salem, Oregon 97302
or phone us at: (503) 363 0677 Lenssen
(503) 692 9259 Duarte

Listed below are some of the groups and organizations for whom we have provided consultation and/or facilitation:

OSU Federal Credit Union Management Staff
Interface Network, Inc. Management and Training Staff
Portland Community College Classified Staff
City of Sisters Community Action Leaders
Idaho Migrant Council
Willamette University Faculty & Students
Las Cruces, New Mexico, Education Service District

References Available Upon Request

the City Council on making a decision based solely upon the charge for the services. I feel that the team building process is a process that will take more than one all day session with a facilitator and that there needs to be some additional work done before the actual team building exercise, to identify problem areas.

If the City Council was comfortable with Marv Himmell in his goal setting exercise with the Council, than the Council should consider going with Marv Himmell, since he has already had some experience with the current City Council. If the Council was not comfortable with the process in which Mr. Himmell participated I would suggest that the Council seriously consider Vern Ho and Ray Redburn as facilitators.

DHO:aag

Attachment (s)

necessary to hold meetings every month. There was a concensus from the Committee that they would not like to have a meeting when there are no topics on the agenda. Councilor Van Meter stated that the Committee could review the Parks and Recreation 5-year Plan as a starting point for developing the Comprehensive Park Plan. The Committee discussed the systems development charged of $100 towards development of parks which is contributed when a lot is purchased. The Committee asked staff to review who has contributed to the fund and when the requirement to pay the $100 fee would expire.

OLD BUSINESS No old business was presented.

NEW BUSINESS The Committee interviewed Marian Drake Rowell for the vacant positions on the Committee. Another applicant, John Overman, was not able to be interviewed due to a scheduling conflict. Committee member Shannon Blake-Thiess was also interviewed. The Committee reviewed the applicants. After discussion, it was decided that the City should advertise in the *Keizertimes* and *Statesman Journal* so that adequate applications could be received to provide for adequate representation of the community for the three vacant positions on the Committee.

Ed Bartlett moved that the application period for receiving applications for the Parks and Recreation Advisory Board Committee be extended and that the City lobby for additional applications through advertising. The motion was seconded by Rosalie Herber-Moore. The motion was put to a vote and passed unanimously.

The Committee discussed reappointing Shannon Blake-Thiess as a Committee member to provide continuity to the Commission, since she has served as a member for over two years.

Ed Bartlett moved that Shannon Blake-Thiess be reappointed for another term on the Parks and Recreation Advisory Board Committee. The motion was seconded by Gary Bulen. The motion was put to a vote and passed unanimously.

NEXT MEETING The next meeting will be held on July 16, 1991.

ADJOURN Chairman Witham adjourned the meeting at 9:07 p.m.

12. WRITTEN COMMUNICATIONS - To inform the Council of significant written communications and petitions.

13. AGENDA INPUT - August 5, 1991

* Public Hearing (Continued and Deliberation) - McNary Activity Center Plan

* Public Hearing - New Liquor License Application for Alpen Haus Restaurant

* Public Hearing - New Liquor License Application for Covalt Enterprises (Izzy's Pizza)

14. ADJOURN

f:\admin\7-15.adg

RESUME

(503) 686-1412

MARVIN D. HIMMEL
1673 McKinley St.
Eugene, OR 97402

CAREER HISTORY

PRESIDENT, CONSLS Consulting Services, 1984 - Present. Consultation, facilitation and training services on group and organizational effectiveness to public and private sector organizations in environments requiring high levels of participation, involvement, interaction and information exchange. Develop and administer community and corporate survey programs.

EXECUTIVE DIRECTOR, Work-Life Resources, 1977 - 1984. Consulting and training firm providing organization development, team-building, management and supervisory training and self-management skills for private and public sector clients.

STATE TRAINING COORDINATOR, Idaho Personnel Commission 1973 - 1977. Administration of state-wide program for management and employee development for 20 agencies and 7000 employees. Included responsibilities of principal personnel analyst, grants manager, and senior staff member.

ADJUNCT FACULTY, Idaho State University, University of Idaho, Boise State University, Blue Mountain Community College. Periodically. Continuing education instructor in management and supervision.

WRITER, PUBLIC SPEAKER. Articles, handbooks, newsletter publication and frequent public speaking engagements on management, public sector boards and commissions, etc.

EDUCATION

IDAHO STATE UNIVERSITY. Graduate School. Completed all but thesis toward MS in Psychology. Emphasis in organizational studies. Graduate Teaching Assistant.

UNIVERSITY OF OREGON. BA, Psychology, 1969.

*5

COUNCIL MEETING: JULY 15, 1991
AGENDA ITEM NO.: 7

City of Keizer - Public Works Department
1982
Phone: 390-3700 • 393-1608
930 Chemawa Rd. N.E. • P.O. Box 21030 • Keizer, Oregon 97307-1030

DATE: JULY 9, 1991

TO: MAYOR AND CITY COUNCIL

FROM: WALLY MULL, PUBLIC WORKS DIRECTOR

THRU: DONALD H. OTTERMAN, M.S.PA, CITY MANAGER DHO

SUBJECT: DISABILITY ACCESS TO CUMMINGS ELEMENTARY SCHOOL

BACKGROUND

In August 1990, I met with Mr. Tom McMullen, Property Manager Coordinator, for the Salem/Keizer School District regarding a disabled parking space on Rivercrest Drive N. He indicated that the school would be receiving a disabled 1st grader in September of 1990 and they were going to replace the door on the Rivercrest side of the building to allow disabled access to the school. His request was to designate a disabled parking space on Rivercrest and post the appropriate signs and pavement markings. At City of Keizer expense this was done prior to the beginning of school.

In the spring of 1991, I was contacted by Cummings School principal Tom Tyler, and Physical Plant Director, Bill Halabi of the Salem/Keizer School District about the possibility of adding two more disabled parking spaces on Delight Street with the City of doing the excavation and signing and the School District doing the blacktopping. Current City policy requires that the developer or property owner be responsible for any improvements in the right-of-way and these improvements are then maintained by the City.

In June 1991, I received a letter from Mr. and Mrs. Bruce Lowther, 4872 Juniper Court N., Keizer, regarding the poor disability access to Cummings School, and stating that they believe the City and the School District are in violation of State and Federal laws regarding disability access to public buildings. In the opinion of Keizer legal counsel it would be the responsibility of the School District to provide disability access to the school. At the other schools located in Keizer, disability access is provided by the school district.

June 1, 1991

Salem-Keizer School District
1309 Ferry SE
Salem, Oregon 97301

City of Keizer
Administration
930 Chemawa Rd NE
Keizer, Oregon 97303

RE: Disability Access to Cummings School

We are concerned about the poor disability access to Cummings Grade School. We have shared this concern with the principal of Cummings Grade School, Mr. Tom Tyler, when the school year started last September. Mr. Tyler has tried to get something done about the disability access but has been unsuccessful.

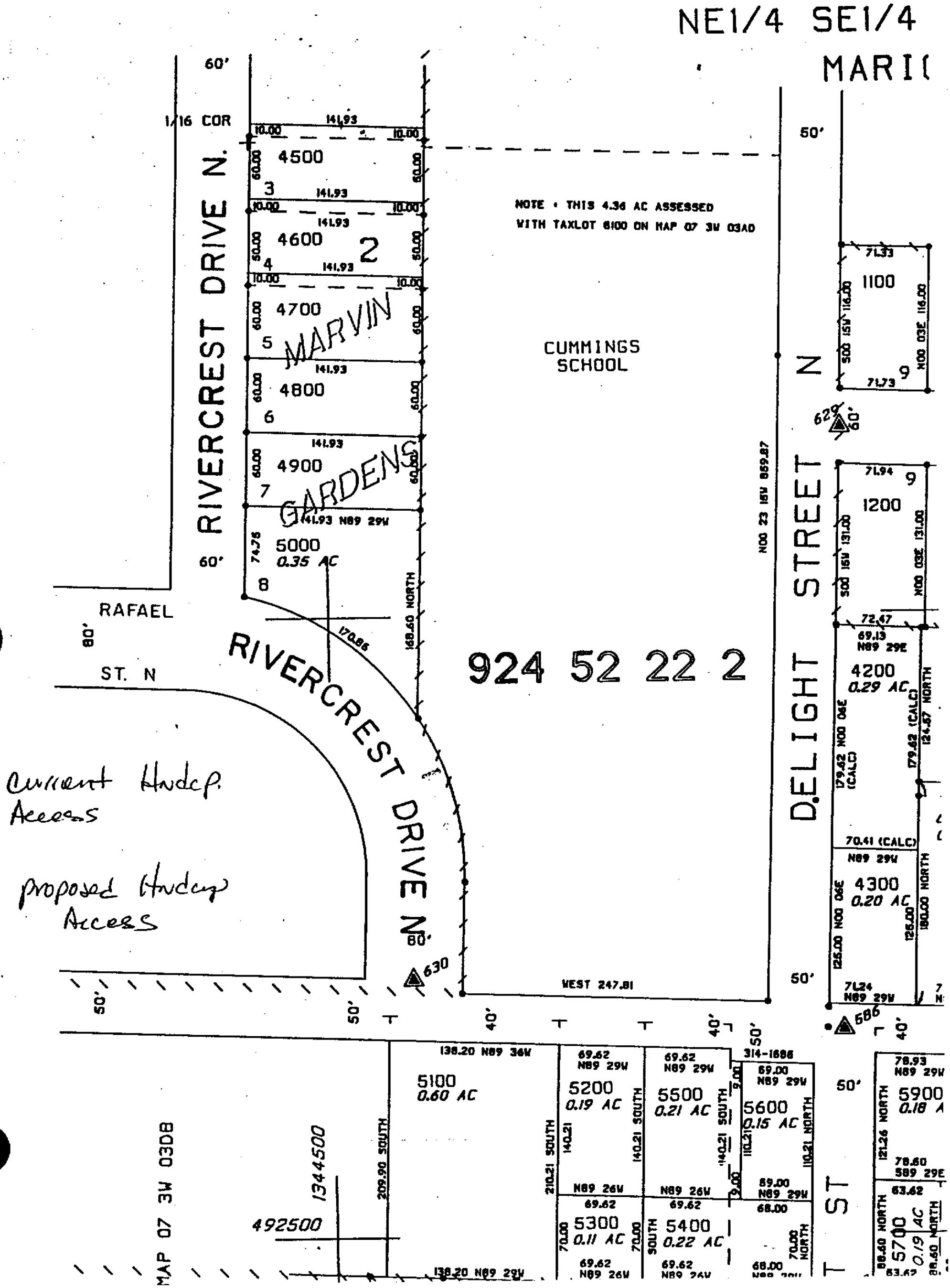
It is our understanding that the Salem-Keizer School District and the City of Keizer must work jointly to resolve the problem of the poor disability access to Cummings Grade School. It is because of this understanding we are writing both of you.

We believe that the Salem-Keizer School District and the City of Keizer are in violation of federal and state laws regarding disability access to public buildings.

Our primary concern is disabled parking for Cummings Grade School. Cummings Grade School only has one disabled parking spot on the west side of the school. This disabled parking spot not only has to serve the public, but the school bus for disabled students.

Our personal situation is that we have two children attending Cummings, one of which is cronically ill with Cystic Fibrosis. Janet, their mother, is disabled with Multiple Sclerosis, and needs to use a wheel chair to get into Cummings.

When Janet goes to the school to pick Carolyn up from school, she does not feel right using the disabled parking spot because then the school bus for the disabled students can not park there to pick up the disabled children after school. Further, the disabled parking place is inadequate for a van with a side wheel chair lift. In order to use the side wheel chair lift, the van must be half in (the front half) the parking spot. Also there is no curb cut so if you do not have a side wheel chair lift, you can not get from the street level onto the sidewalk.



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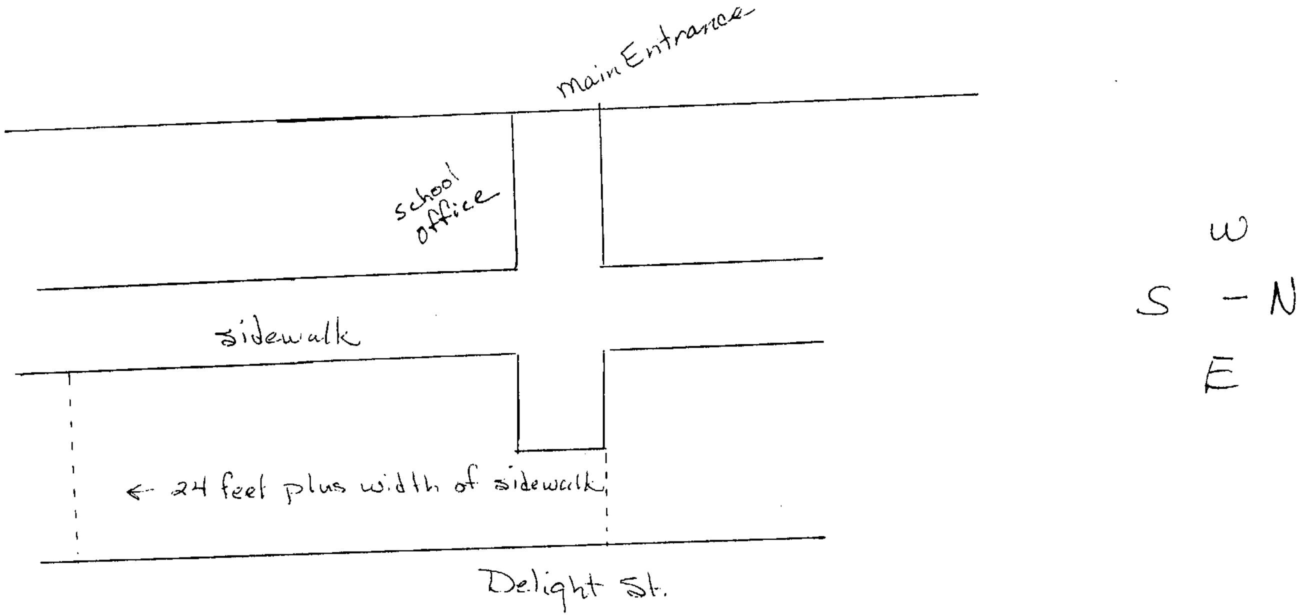

Cummings Elem. School

RESUME

MARVIN D. HIMMEL
1673 McKinley St.
Eugene, OR 97402

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EDUCATION

IDAHO STATE UNIVERSITY. Graduate School. Completed all but thesis toward MS in Psychology. Emphasis in organizational studies. Graduate Teaching Assistant.

UNIVERSITY OF OREGON. BA, Psychology, 1969.

REFERENCES FOR MARV HIMMELL

1. Bob Delong
   City of Astoria
   325-4411

2. Brian Almquist
   City of Ashland
   482-3211

3. Ms. Laurel Samson
   City of Grants Pass
   474-6355

4. Ms. Connie Fessler
   City of Forest Grove
   359-3200

City of Keizer

Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

CITY COUNCIL MEETING: July 15, 1991

AGENDA ITEM NUMBER: 8

TO: MAYOR AND CITY COUNCIL

THROUGH: DONALD H. OTTERMAN M.S.PA,
CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PROPOSED REGIONAL FUELS TAX

DISCUSSION:

The various cities of Marion and Polk Counties, as well as the Counties themselves, have been discussing the possibility of a regional motor vehicle fuels tax for many months. Attached to this report is a sheet explaining the proposal. This sheet was formulated by the committee studying the tax, which is operating under the sponsorship of the Mid-Willamette Valley Council of Governments.

Richard Schmid, Senior Planner with the COG, will be at tonight's meeting to discuss the latest version of the proposal and to answer the Council's questions.

COMPARISON OF REGIONAL FUELS TAX AND A STATEWIDE GAS TAX

CITY OR AREA	—MARION/POLK FUEL TAX— (Revenue split between Counties based on vehicle registration) 1 Cent Per Gal	2 Cent Per Gal	3 Cent Per Gal	–STATEWIDE GAS TAX– 2 CENT/GALLON & WT–MILEAGE
Dallas	$49,248	$98,495	$147,743	$37,680
Falls City	$4,232	$8,463	$12,695	$3,238
Independence	$22,768	$45,535	$68,303	$17,420
Monmouth	$32,685	$65,369	$98,054	$25,007
Salem	$66,719	$133,439	$200,158	$51,048
Willamina	$2,804	$5,608	$8,411	$2,145
Subtotal	$178,455	$356,910	$535,364	$136,538
County Share	$79,596	$159,192	$238,788	$194,969
POLK TOTAL	$258,051	$516,102	$774,152	$331,507
Aumsville	$8,852	$17,704	$26,557	$6,634
Aurora	$3,048	$6,096	$9,144	$2,284
Detroit	$1,829	$3,658	$5,486	$1,371
Donald	$1,670	$3,339	$5,009	$1,251
Gates	$2,433	$4,866	$7,299	$1,823
Gervais	$5,142	$10,283	$15,425	$3,853
Hubbard	$9,965	$19,931	$29,896	$7,468
Idanha	$1,537	$3,074	$4,612	$1,152
Jefferson	$9,621	$19,242	$28,863	$7,210
Keizer	$116,351	$232,703	$349,054	$87,198
Mill City	$1,633	$3,265	$4,898	$1,224
Mt. Angel	$14,975	$29,949	$44,924	$11,223
St. Paul	$1,749	$3,498	$5,248	$1,311
Salem	$505,426	$1,010,852	$1,516,278	$378,787
Scotts Mills	$1,484	$2,968	$4,453	$1,112
Silverton	$29,817	$59,633	$89,450	$22,346
Stayton	$26,610	$53,219	$79,829	$19,942
Sublimity	$8,057	$16,114	$24,171	$6,038
Turner	$6,732	$13,464	$20,196	$5,045
Woodburn	$71,030	$142,060	$213,090	$53,233
Subtotal	$827,961	$1,655,921	$2,483,882	$620,507
County Share	$389,154	$778,308	$1,167,463	$921,142
MARION TOTAL	$1,217,115	$2,434,230	$3,651,344	$1,541,649
TOTAL REGION	$1,475,166	$2,950,331	$4,426,497	$1,873,156

7/8/91 MWVCOG

NOTE: THESE ARE ESTIMATES BASED ON ESTIMATES OF FUEL SOLD IN THE REGION AND IN OREGON. ACTUAL DATA IS NOT AVAILABLE ON THE AMOUNT OF FUEL SOLD BY COUNTY. THESE FIGURES DO NOT SUBTRACT ADMINISTRATIVE COSTS. DMV WOULD CHARGE THE ACTUAL COST OF COLLECTING AND DISTRIBUTING THE FUNDS.

A PROPOSAL FOR FUNDING LOCAL TRANSPORTATION NEEDS

A regional approach is being proposed to provide funding for needed road maintenance and improvements. The main points of the proposal are:

1. A three cent per gallon Motor Vehicle Fuel License Tax would be collected from motor vehicle fuel dealers.

2. The tax would apply to all types of motor vehicle fuels.

3. Refunds of this tax would be made for uses currently exempt from State gas tax (i.e. public agencies, off-road uses, etc.).

4. Revenues would be split between Marion and Polk Counties based on vehicle registration. This method of distribution is contingent upon a proposed amendment of State statutes.

5. Within each county, the revenues would be distributed to the cities and unincorporated area based on population.

6. The revenues could be used for the same purposes which are allowed for State gas tax revenues.

A regional approach is being pursued because the money collected would be used for needed maintenance and improvements in the area in which it is collected. In contrast, more federal gas tax is collected in this state than is spent here. A comparison of the proposed distribution of a regional fuels tax and the benefit to local jurisdictions of a two cent State gas tax is presented on the attached table.

3/27/91 MWVCOG

City of Keizer
Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

COUNCIL MEETING: JULY 15, 1991

AGENDA ITEM NO.: 9

TO: MAYOR AND CITY COUNCIL

FROM: DONALD H. OTTERMAN M.S.PA, CITY MANAGER DHO

SUBJECT: CONSIDERATION OF ESTABLISHMENT OF VOLUNTEER COORDINATING COMMITTEE

DISCUSSION

As the City Council is aware, there are a number of committees that are currently working on behalf of the City Council. These committees are volunteer committees and with the limited staff that is available, it is becoming more difficult to staff those committees, as well as to coordinate the functions of those committees.

Currently in place are the Budget Committee, Citizens Advisory Committee (dealing with the Comprehensive Plan), Keizer Tomorrow Committee, the Planning Commission, Parks Advisory Board Committee, Charter Review Committee, city representation on the Governmental Affairs Committee, Police Committee and the Urban Renewal Advisory Committee.

It is my understanding that when the city first incorporated there were a number of committees that had been appointed by the City Council and that there was a Volunteer Coordinating Committee established that monitored the needs of the advisory committees and provided assistance where necessary. I feel that it is time that the City Council, once again, consider the formation of that committee to take up part of the load that is demanded by the creation of those committees, or, on the other hand, that the City Council consider, in the future, hiring a Volunteer Coordinator. However, I would like to first have the Council consider a Volunteer Coordinating Committee.

The Volunteer Coordinating Committee would be responsible for:

1. Inventorying all volunteers that are involved in the City of Keizer so that the Volunteer Coordinating Committee can have an overall understanding of the complexity of the volunteers that are currently working with the city.

2. The committee would be responsible for the recruitment, interviewing and recommendation of appointments to the City Council for any volunteer committees in the future.

3. The committee would be responsible for training of the volunteers.

4. The committee would be responsible for public relations items, pertaining to the committees, such as writing letters on behalf of the committees, preparing a revised application form for volunteers, recruiting for volunteers and placing in the newspaper any items pertaining to volunteer committee actions.

5. Develop a job description for each one of the committees.

6. Create a volunteer recognition program to annually show appreciation of the city to the volunteers.

Many of these items have not been accomplished in the past due to lack of staffing, especially in the area of volunteer recognition. Volunteers play an extremely important part in the functioning of this city and this community is known for its volunteer spirit. I feel that it is only appropriate that we develop an overall coordinated volunteer program to efficiently utilize the skills of our volunteers.

RECOMMENDATION

I would recommend that the City Council authorize the Mayor to appoint such a Volunteer Coordinating Committee. I feel that the number of members of the committee should be limited to either three or five people so that it can be as efficient and function as effectively as possible.

DHO:clm

f:\admin\Committee.adg

LEARNING FOR A LIFETIME
SALEM•KEIZER
PUBLIC SCHOOLS

DAVID J. GUILE, Director
McNary Area Operations
1309 Ferry Street SE • PO Box 12024 • Salem, Oregon 97309-002
(503) 399-2632 • FAX: 399-34

Homer Kearns, Superintendent

July 8, 1991

TO: Andy Orcutt, Mayor
City of Keizer

Don Otterman, City Manager
City of Keizer

FROM: Dave Guile, Director
McNary Area Operations D Guile

SUBJECT: HANDICAP PARKING AT CUMMINGS SCHOOL

Recently we've discussed the possibility of creating a handicap parking place at Cummings School. Currently there isn't any designated parking in front of the school. Cummings has two students with wheelchairs and two parents in wheelchairs. The lack of this needed parking place is very frustrating to the parents.

Mr. Tyler has planned a joint city-school district venture to accomplish this project. The school district will blacktop the parking place if the city can excavate the gravel area which is shown on the attached map. According to city staff, it may be possible for the Council to approve use of street funds or some other funds to pay for the excavation. Wally Mull has indicated he could probably do the painting and signage for the parking.

We are requesting the following:

1. That the city excavate the area shown on the map to a depth of three inches and remove the gravel.
2. That after the school district paves the area, the city stripe and sign the area as handicap parking.

The school district has the blacktopping equipment scheduled only until July 17, so time is a critical factor to us. Please let Tom or I know as soon as possible if this project is approved. Tom's home phone is 378-9129. My office phone is 399-2632 and my home phone is 390-1137.

Thanks for your help.

There have been a number of occasions when Janet has witnessed the school bus for the disabled not being able to park in the disabled spot because of cars parked (legally) on either side of the disabled parking spot. The bus stops in the lane of traffic, while the bus driver and school faculty assist a student in a motorized wheelchair over the curb. It is a miracle that no one has been hurt.

There are no curb cuts at the corner of the blocks. If a student or adult in a wheelchair chose not to drive to the school, they are forced to either take their wheelchair down the road in traffic, or use a driveway. When they use a driveway, they cross the street in the "middle" of the block, and have to take their wheelchair across a lawn.

If Janet is unable to park in the disabled parking spot, she must then park in the area on the south or east side of the school. This area is graveled and has an uneven surface. Janet has had several "accidents" while using this area. On May 28th, she tripped and fell because she could not get her wheelchair on to the lift without first moving our van. Other times, her wheelchair has tipped over on top of her because of the uneven surface. If Janet gets hurt Cummings Grade School because of the poor accessibility for disabled citizens, we would consider both the City of Keizer and the Salem-Keizer School District liable.

We feel that this is an intolerable situation. We want a plan of action from you to resolve this problem. You are clearly in violation of federal and state laws regarding disability access to public buildings.

We would really like to work with you in resolving this issue. If there is any way we can assist you in resolving this issue, please let us know. In any event, we would like each of you to contact us by June 30, 1991 to let us know what you plan to do to resolve this issue.

Sincerely,

Mr. & Mrs. Bruce Lowther
4872 Juniper Ct. N
Keizer, Oregon 97303

cc: Mr. Tom Tyler
Principal
Cummings Grade School

On July 9th, 1991, I received a letter from Dave Guile, Director, McNary Area Operations, requesting that the City remove three (3) inches of gravel from the right-of-way. The School District would then do the blacktopping and the City would do the pavement markings and signing.

FISCAL IMPACT

Removing of the gravel would be approximately $600.00, signing and pavement markings would be $320.00. There is currently money in the street fund to cover this amount.

RECOMMENDATION

The council needs to decide if they wish to do improvements in the right-of-way or continue to make the developer or property owner responsible.

WM:aag

Attachment (s)

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MINUTES

KEIZER CITY COUNCIL
Monday, June 17, 1991
Robert L. Simon Council Chambers
Keizer City Hall

CALL TO ORDER

Mayor Orcutt called the regular session to order at 7:33 p.m. Roll call was taken as follows:

Present
Andrew J. Orcutt, Mayor
Dennis Koho, Councilor
Jerry McGee, Councilor
Al Miller, Councilor
Bob Newton, Councilor
Joe Van Meter, Councilor

Staff
Donald H. Otterman, City Manager
John Morgan, Community Development Director
Wally Mull, Public Works Director
Chuck Stull, Police Chief
Sue Darby, City Recorder

PUBLIC TESTIMONY

There was no public testimony to come before the Council.

COMMITTEE REPORTS

There were no committee reports to come before the Council.

PUBLIC HEARING
McNary Activity Center Plan

Mayor Orcutt opened the continued public hearing on the McNary Activity Center Plan.

Mr. Morgan indicated that the hearing was opened two weeks ago and continued to tonight in order to allow the Planning Commission to finalize its review of the plan and to submit it to the City Council for review.

Mr. Morgan indicated that the Commission's recommendation is divided into four basic components, including the draft McNary Activity Center Plan, the draft mixed use zone, draft revisions to the comprehensive plan, and draft revisions to the activity center and other zones. Mr. Morgan reviewed the staff report and connecting to McNary Estates. Mr. Cockrell expressed concern with the mixed use zone and whether it would be feasible. In closing, Mr. Cockrell indicated that more stringent impositions must be placed on the developer rather than giving carte blanche approval.

Joann Cunningham, 210 Snead Drive N., Keizer, testified in opposition to the mixed use zone and proposed density. She expressed concerns with the possibility of increased traffic congestion, air pollution, etc. Ms. Cunningham indicated that it would be irresponsible to move forward with this project without a fiscal impact study and without a financial feasibility statement of the developer. She opposed urban renewal funding for the project. With respect to connecting the Jungwirth property to McNary Estates Drive, Ms. Cunningham indicated that the property owners in McNary Estates would not allow their street to be used in this manner.

Gordon Cunningham, 210 Snead Drive N., Keizer, expressed displeasure with the lack of public information available on this matter. He indicated that it has been a major hassle to obtain information.

Responding to a question from Councilor Koho, Mr. Morgan indicated that it would be possible for the City Council to propose extending the boundary of the project south on River Road.

With respect to Mr. Cummingham's comments, Mr. Morgan stated that the City is required to provide public notice through the newspaper. In addition to this, the City has compiled a list of all property owners within the affected area. The McNary homeowners association has also been notified and he has been trying to keep the Statesman and Keizertimes apprised.

In response to a question from Councilor McGee, Mr. Morgan indicated he would be preparing a response to whether or not there is consideration of a homeowners association.

There being no further testimony to come before the Council tonight, Mayor Orcutt recessed the hearing to the July 1, 1991 meeting.

PERIODIC REVIEW

Mr. Morgan reviewed with the Council an update on the periodic review process. He recommended approval of the strategy and projected time frame for finalizing the work as outlined in the staff report.

Councilor Newton moved to approve the strategy for completing periodic review as outlined in the staff report. Councilor Van Meter seconded the motion.

Responding to a question from Councilor Koho, Mr. Morgan stated that density standards are being reviewed not only in this jurisdiction, but also state-wide. He indicated that the city could blindly accept Marion County's proposal, or to flatly reject it; however, he would not recommend either action. The proposed 6.5 units

Councilor Koho asked for clarificationon the role of the City of Keizer in the park. Councilor Newton indicated that staff needs to present to the Parks Committee the issues related to Fernwood Park. Mr. Morgan stated that staff's intention is if the proposed strategy is approved, a list of property owners within the Fernwood Subdivision will be compiled.

Councilor Koho moved for approval of the strategy as outlined in the staff report. Councilor Miller seconded the motion. The motion was passed unanimously as follows:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

POLICE ADVISORY COMMITTEE

Mr. Otterman reviewed the staff report regarding establishmentof a police advisory committee. This, he believed, is the first step toward opening the lines of communication between the citizens and the city.

Councilor Koho indicated that while he is very supportive of the concept, the committee should not be personnel-related. He favored it being an ad hoc committee and to meet on, perhaps, a quarterly basis rather than being reactive.

QUARTERLY

Councilor McGee disagreed with the staff recommendation with respect to the committee'scharge in that it should be to assist in improving the overall operation of the Police Department. He favored removal of the words "image and." He agreed with Councilor Koho that the committee should be ad hoc, and should consider such issues as the crime rate, safety of the city and response time.

Mr. Otterman stated that he is trying to get at the same thing mentioned by Councilor McGee, which is to improve the operation rather than the image.

Councilor Koho moved that the Mayor be authorized to form a police advisory committee comprised of five members. Councilor Hart seconded the motion.

Councilor Newton opposed the concept of appointing another committee. He explained that, with the small staff, a temporary task force could do the same thing to explore the level of services. In addition, there will be the recommendationsof the Keizer Tomorrow Committee to take into consideration when they have completed their study.

Mr. Otterman stated that a staff committee, comprised of himself, the Police Chief and one or two sergeants could look into the technical aspects of the department. This is an attempt to formally open the lines of communication from the community.

Responding to a question from Councilor Newton, Mr. Otterman stated that the

Councilor Koho moved for passage of a ordinance establishing a systems development charge for the Keizer water supply, treatment and distribution system; repealing Ordinance No. 88-134 and 89-141, inserting zeros in the two blanks on page 10 and changing the word "financed" to "paid" on page 12, line 9. Councilor Hart seconded the motion. The motion passed unanimously on first reading by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Councilor Hart moved for approval of a resolution adopting methodology used to establish the water supply, treatment and distribution system development charge improvement fee. Councilor Newton seconded the motion. The motion passed by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Councilor Koho moved for approval of a resolution establishing the system development charge improvement fee for the Keizer water supply, treatment and distribution system. Councilor Hart seconded the motion. The motion passed by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

CONSENT CALENDAR

The Consent Calendar consisted of the following items:

- June 3, 1991 City Council regular session minutes
- Authorization for usage of credit cards in municipal court
- Set special meeting date for budget adoption
- Computer System Upgrade Proposal

Councilor Koho asked that the minutes be pulled for an amendment.

Councilor McGee asked that the budget adoption and computer upgrade reports be pulled from the Consent Calendar.

Councilor Koho moved for approval of the remainder of the Consent Calendar. Councilor Newton seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6) from Cascade Computer Maintenance, Inc. Councilor McGee seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

OTHER BUSINESS
Compensation Committee

The Employee Compensation Committee, comprised of Councilors McGee, Koho and Newton, will be setting a meeting within the week.

Overlay of Unimproved Streets

Councilor Hart indicated that the Streets Committee may wish to consider paving some of the graveled streets in the city rather than spending all of the funds on overlays of existing paved streets. He suggested that this be considered in the next year's budget. Mr. Mull indicated that there is money available to do other projects in the street maintenance budget. He asked Councilors to let him know if there are special concerns.

Hearings Officer and Planning Commission Concerns

Councilor Koho indicated that he would like the Council to review the status of the hearings officer contract and the procedure for performance evaluations and appointments. He also suggested a similar review be conducted for pro tem judges, and he expressed concern about one Planning Commissioner.

Mr. Otterman stated that the hearings officer is a contracted employee serving at the will of the City Council. If there is a concern about a specific member of the Planning Commission, then it would be appropriate for the City Council to review the issue.

Councilor Koho felt there is a real conflict of interest problem with one particular member. He asked if the hearings officer contract has a termination date. Mr. Otterman believed the contract is open ended with a 30 day notice provision. Mr. Morgan indicated that he has had discussions with other individuals who may be interested in the hearings officer contract. He suggested that the City may wish to consider issuing a request for proposals.

Release of Blitz Letter

Councilor Koho moved for approval to release to the Keizertimes a letter from Akin Blitz related to discussion held in Executive Session. Councilor Miller seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Team Building

The City Council discussed team building. Mayor Orcutt indicated that he would like to have authorization within reason to hire a facilitator to conduct an all-day team building exercise with the Council.

ABSENT: Van Meter (1)

<u>Councilor Koho moved for the City Manager to bring back proposals from facilitatorsat the next City Council meeting. Councilor Hart seconded the motion.</u>

Councilor Newton indicated that he will not be available the next two Saturdays for team building. Mr. Otterman added that the facilitator'sare generally booked four to five weeks in advance for Saturdays. He asked the Council members to contact either Sue Darby or himself to advise of their availabilityduring July.

<u>The motion passed by the following vote:</u>

AYES: Orcutt, Hart, Koho, Miller, Newton (5)
NAYS: McGee (1)
ABSENT: Van Meter (1)

ADJOURNMENT

The meeting adjourned at 9:32 p.m.

Respectfully submitted,

____

Susan Darby, City Recorder

APPROVED:

____

MAYOR

5

MINUTES

KEIZER CITY COUNCIL
Special Session
Friday, June 28, 1991
Robert L. Simon Council Chambers
Keizer City Hall

CALL TO ORDER Mayor Orcutt called the special session to order at 7:31 a.m. Roll call was taken as follows:

Present
Andrew J. Orcutt, Mayor
Dennis Koho, Councilor
Jerry McGee, Councilor
Bob Newton, Councilor

Arrived During Meeting
Mike Hart, Councilor
Joe Van Meter, Councilor
Al Miller, Councilor

Staff
Donald H. Otterman, City Manager
Wally Mull, Public Works Director
John Morgan, Community Development Director
Sue Darby, City Recorder

PUBLIC TESTIMONY There was no public testimony to come before the Council.

Councilor Van Meter arrived at 7:32 a.m. Councilor McGee left the room.

LIABILITY/ WORKERS COMP INSURANCE Mr. Otterman reviewed with the City Council the staff report regarding insurance coverages for 1991-92. He explained that Sedgwick James Company, on behalf of Northland Insurance, has offered the same limits of coverage as the past fiscal year and the quote is well within the budgeted amount.

Councilor McGee returned to the room at 7:34 p.m.

Joe Phillippay, representing Sedgwick James Company, added that the coverage proposed for 1991-92 is essentially the same as last year's coverage with the addition of new equipment added by the City.

Councilor Koho moved to approve the proposal as submitted by Sedgwick James for coverage by Northland Insurance for 1991-92, subject to budget

1991-92 CITY BUDGET

Mr. Otterman reviewed with the Council the final proposed 1991-92 annual City budget. He highlighted those items which have been changed in the document, and have been noted with an asterisk. He explained that the first column shows the Budget Officer's proposal to the Budget Committee in January. The second column shows the Budget Committee's approval to submit to the voters for a levy. The third column has some changes because actuals or expenditures are now known for the current budget year. Mr. Otterman indicated that some of the franchise fees are shown at a higher figure because the actual revenues are higher than expected this year. Liquor and cigarette revenues are higher because of an increase in the per capita numbers received from the League of Oregon Cities in June.

Mr. Otterman reviewed the adjustments in line item expenditures, including a 5% cost of living adjustment for salaries through the budget. In making this change, it was also necessary to adjust the retirement line items, and the health insurance also increased in cost. With respect to the health insurance coverage, Mr. Otterman explained that the current health plan is being phased out. In order to obtain comparable coverage, it would be necessary to add other options to the basic plan. Therefore, the City is considering an enhanced plan which will include prescription and vision coverage as well as some other aspects that exist in the current plan. Mr. Otterman also addressed changes in the disability and life insurance plans.

With respect to the police budget, Mr. Otterman indicated that the 5% cost of living adjustment has also been made in this area, although negotiations with the collective bargaining association are not yet complete. He also noted that the Records Supervisor position has been changed to Police Support Specialist and those funds have been rebudgeted. Overtime has been increased to reflect the actual expenditures this year.

Councilor Koho asked if it would be possible to hire another officer for the $65,000 budgeted for overtime. Sgt. Jenness stated that this amount covers the entire department. Because of staffing, the City must pay overtime to officers attending court or working overtime for doing reports.

Responding to a question from Councilor McGee, Sgt. Jenness indicated that the sergeants receive overtime pay but the Chief does not.

Mr. Otterman explained that there has been a big increase in the dispatch costs because of the transfer to the Salem Communications Center which took place in mid-March. The first billing for the April-May-June period was $50,000. Extending this amount out would appear that the annual cost could exceed $200,000. However, because of initial problems which have since been resolved, the cost is expected to run about $175,000, although Keizer has little, if any, control over the cost. Sgt. Jenness stated that there were five over hires and approved, it would take 30 days to run the ad, plus additional time to review the applications and once someone is hired, more time for them to give notice to their employer. He is looking at having someone on board in September.

Councilor Newton indicated that he does not wish the City to hire a code enforcement officer now and then find that it should have hired an assistant planner. He believed it would be appropriate for an independent analysis to be conducted on why the change should be made. In response to a question from Councilor Newton, Mr. Otterman stated that the City has cancelled its planning contract with Marion County. However, they have agreed to handle Keizer's planning on a two month interim basis until Keizer resolves this question. He added that it appears the County does not want to continue with the planning contract. Mr. Morgan confirmed that this was the discussion by the Board of Commissioners at one of their meetings. Mr. Otterman added that Marion County indicated they did not wish to be the ones who cancelled the contract, but that they would be pleased if Keizer wished to do so. He noted that there is a 30 day termination clause in the contract.

Councilor Van Meter indicated that he has not seen Mr. Morgan's memorandum on the new proposal and, therefore, cannot respond to the issue. He opposed the concept of a budget note, adding that he has relied on the City Manager and staff in the past to advise the City Council on the City's needs. If a study is conducted, he would oppose hiring an outside consultant.

Councilor Hart indicated that he also has not seen Mr. Morgan's memorandum. He questioned how the prime building season will be handled if a code enforcement officer is not brought in as soon as possible. Mr. Otterman stated that Marion County will follow up with the initial investigation of building violations through their Building Department, as usual. The only difference is that the City will be handling the solid waste complaints. Councilor Hart indicated that if this is the case, he would not be so concerned.

<u>Councilor Van Meter moved to refer back to staff the issue of hiring a code enforcement officer and that staff prepare documentation to present to the City Council on the code enforcement officer position versus an assistant planner position. Councilor Newton seconded the motion.</u>

Councilor Miller arrived at 8:30 a.m.

<u>The motion passed unanimously by the following vote:</u>

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

Councilor McGee believed that budget notes should be included in the budget document, although they should not be scattered throughout it.

the line items from which it came. Therefore, the workers compensation premium shown in the budget for the current year is artificially lower than the actual premium.

Councilor McGee indicated that he had asked the City Manager to present major changes to the budget, however, he has heard of none. Councilor McGee believed that the reimbursement from SAIF was a significant issue.

Councilor McGee moved to reduce the unemployment line item from $8,000 to $4,000. Councilor Hart seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

The Council discussed whether cost containment occurred within the Police Department's budget. It was noted that, except for the communication center costs, the Police budget is in line with the cost containment in all other areas.

Mr. Otterman recapped the changes made in the General Fund portion of the budget, as follows:

- The police overtime was reduced to $60,000
- The police unemployment was reduced to $4,000
- The unappropriated ending fund balance was changed to $109,000

URBAN RENEWAL AGENCY BUDGET

Councilor McGee distributed a proposal to reduce the Urban Renewal Agency tax levy to $0.12 from the proposed $0.21. This will result in getting the project off to a slower start, however, it was originally proposed that the levy would not reach $0.21 until the eighth year. This proposed amount will allow financing of the design plan and will begin the loan repayment which would continue over a four year period. Councilor McGee believed a $0.21 budget would send shock waves throughout the community. A similar situation in Salem has caused referendums.

Councilor McGee moved to adopt his concept of the Urban Renewal budget. Councilor Koho seconded the motion.

The Council discussed the allocation of personal services. Mr. Otterman explained that if the Council agrees to reduce the Urban Renewal Agency budget to one including Materials & Services only, then the General Fund budget will need to pick up the remainder of the Personal Services costs.

Councilor Hart recalled that this was an issue discussed by the Budget

Councilor Koho moved for a resolution adopting the budget. Councilor Hart seconded the motion.

Councilor McGee believed this is a very responsible budget and he would support the motion.

The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Councilor Koho moved for a resolution making appropriations. Councilor Hart seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Councilor Koho moved for a resolution levying ad valorem taxes in the amount of $1,086,498. Councilor Hart seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Mr. Otterman stated that with the passage of the budget and refunding of the water bonds, there will not be the need to increase the water rates this year. He explained that the original prediction was to increase them between five and eight percent.

Councilor Koho moved for passage of an ordinance declaring the City's election to receive State revenues. Councilor Hart seconded the motion. The motion passed unanimously on first reading by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Councilor Koho moved for passage of a resolution certifying that the City provides four or more municipal services. Councilor Hart seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)

APPROVED:

MAYOR

ABSENT: Van Meter (1)

COMPENSATION
COMMITTEE REPORT

Mr. Otterman reported that the City Council Compensation Committee has recommended a 5% cost of living adjustment for all employees. He added that the committee also recommended that the City pay an additional premium on enhanced medical and dental insurance coverage and to change the existing disability insurance policy. Mr. Otterman stated that there has been some discussion on the compensation survey conducted by Local Government Personnel Institute which was later revised by a staff survey. The Compensation Committee wishes to study the review in more depth, especially with respect to equalizing the benefits on vacation and sick leave accrual earned by different classifications of employees. Therefore, no recommendations have been made in this area. Mr. Otterman noted that the negotiations with the police association have not yet concluded.

TRANSFERRING
APPROPRIATIONS

Councilor Koho moved for a resolution transferring appropriations for 1990-91. Councilor Hart seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

OTHER BUSINESS

There was no other business to come before the Council.

ADJOURNMENT

The meeting adjourned at 10:03 a.m.

Respectfully submitted,

Susan Darby, City Recorder

Committee, and that the Budget Committee supported the higher amount. He reminded the Council that the Budget Committee is comprised not only of the seven Council members, but also of seven citizen representatives. Councilor McGee recalled that this budget passed based on the votes of the Council members in the Budget Committee meeting.

Mr. Otterman indicated that most of the staff time during the first year will be spent in the development of the master plan for the project. Councilor McGee encouraged staff to keep a running account of time spent.

The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

CITY BUDGET

Councilor Koho asked whether the reserve of $50,000 and the unappropriated ending fund balance of about $70,000 may be insufficient to meet generally expected and unexpected occurrences. Mr. Otterman indicated that with personnel changes and other things, there should be a little more than that in the ending fund balance. An item on the agenda includes shifting around funds in the existing budget and taking $30,000 from contingencies. Councilor Koho stated that if the pumped up State revenue funds are reduced, the budget could be right at the edge. Mr. Otterman indicated that the City did not anticipate getting an additional $60,000 this year from increased State revenues.

Councilor Koho indicated that not all personnel expenses are clarified and that he is uncomfortable with the lowered ending fund balance.

Councilor Koho moved that the taxes necessary to balance be increased $30,000 and put into the ending fund balance for a total of $99,746. Councilor Hart seconded the motion.

Mr. Otterman stated that each penny in property taxes represents revenue of $4,700 to $4,800, depending on the assessed value.

Councilor McGee stated that he understands Councilor Koho's intent and that there is a comfort zone. He believed that the City will eventually save money on the code enforcement officer position and, although he does not know what the State will do with taxes, there are some bills in the Legislature that may create more money for cities. He indicated he would vote against the motion.

The motion passed by the following vote:

AYES: Orcutt, Hart, Koho, Miller (4)
NAYS: McGee, Newton (2)
ABSENT: Van Meter (1)

The Council discussed the reimbursable travel expenses versus monthly vehicle allowances for the City Manager at $300 and Police Chief at $200. Councilor Koho indicated that this is an issue which needs to be clarified, and have the employees document their expenses. He believed, however, that this is outside the scope of budget approval discussions.

Councilor McGee proposed that those monthly allowances be moved to the "Personal Services" category rather than "Materials & Services" category.

Mayor Orcutt moved that the line item for travel and transportation remain in the "Materials & Services" category. The motion died for lack of a second.

Councilor McGee moved to separate out the monthly travel allowances from "Materials & Services" and place them under a new line item under "Personal Services." Councilor Newton seconded the motion.

Mayor Orcutt indicated that there are some reimbursable expenses that come out of Materials & Services and some of that money needs to be left in that category. Mr. Otterman indicated that he could separate those amounts out into the different categories.

The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

Following discussion on the issue of an increase in the police overtime budget, Councilor McGee moved to reduce the police overtime line item from $65,000 to $60,000. Councilor Koho seconded the motion.

Councilor Koho questioned whether the 5% cost of living adjustment had been included in Councilor McGee's calculations in his proposal to lower the line item. Councilor McGee indicated that he did not compute that figure into his calculations. Mayor Orcutt agreed with Councilor McGee's concern about keeping a handle on the overtime, however, he felt comfortable with the original figure of $65,000.

The motion passed by the following vote:

AYES: Hart, Koho, McGee, Miller, Newton (5)
NAYS: Orcutt, Van Meter (2)

Councilor McGee questioned the sharp increase in the workers compensation premium. Mr. Otterman explained that the City received a $20,000 reimbursement from SAIF for the prior year. Because there was no revenue line item in which to place this amount, the accountant credited the amount back to that they are expected to reduce that number through attrition. The over hires were inherited because of the number of people transferred from Met Com who are on long term medical leave. He explained that there are a lot of problems in there, and that there are a lot of problems because so many agencies are involved along with three different radio frequencies.

Responding to a question from Councilor Koho, Sgt. Jenness indicated that Keizer has a vote with respect to the operation. Councilor Koho expressed concern that the jurisdictions must work together to control the costs. There appears to have been a tremendous jump in costs right at the start. Mr. Otterman noted that the Fire District is in the same situation. It was expecting to pay $80,000 and the bill has come in at $130,000.

Councilor Newton indicated that there is an advisory committee of which Keizer is a part. He stated that the City needs to keep abreast of the operation. Mr. Otterman stated that he understands there was discussion at their last Board meeting to the effect that the staffing level was kept low intentionally at the beginning.

Councilor Hart indicated that it will be necessary to monitor the costs and work with the other agencies in keeping them contained.

Mr. Otterman continued with his review of the budget document, noting the legislation affecting the prisoner medical expense payment. The total General Fund proposed for 1991-92 amounts to $2,305,593. He stated that there is sufficient money in the budget to drop the amount of taxes necessary to balance the budget as approved by the voters in the levy.

With respect to the proposed addition of a code enforcement officer, Councilor McGee suggested that the hiring of this position be delayed until October 1 during which time a "needs" analysis can be completed. He questioned whether the City needs a code enforcement position or an assistant planner position.

Councilor Koho indicated that the voters approved the number of dollars and number of people in the levy. He believed the bigger value would be for the City to now keep their word in what they told the voters. Councilor Hart agreed with leaving the budget as is, then to make any necessary adjustments at the end of the year. Councilor McGee agreed that the public was told one thing and that this should be honored, however, he believed such a change may result in a savings to the City of $29,000 to $30,000. Mayor Orcutt noted that even if this budget is passed, the code enforcement officer would not be hired immediately.

Councilor McGee asked that a budget note be included to explain this situation. Mr. Otterman indicated that the position has not yet been advertised. If approval. Councilor Van Meter seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Koho, McGee, Newton, Van Meter (5)
NAYS: None (0)
ABSENT: Hart, Miller (2)

Mr. Otterman reviewed the staff report regarding the workers compensation quotes received from SAIF Corporation and City/County Insurance Services (CCIS). He explained that the SAIF quote appears to offer the best proposal to the City in that it combines low risk cities into a group. The best case scenario on next year's rate with SAIF may be as low as $19,000 to $27,000. The worst case scenario with SAIF could be $56,951, which is only $900 higher than the CCIS quote.

Mr. Phillippay stated that the CCIS program has a guaranteed cost plan where the City would pay the first $15,000 in losses as a deductible, in addition to a $42,000 premium.

Councilor Hart arrived at 7:37 a.m.

Mr. Phillippay indicated that the SAIF proposal is a retrospective rating plan and this is the first year it is being used. The advantage is the lower premium if losses continue to be minimal within the group. He added that in order to qualify, SAIF requires that the entities meet rigorous standards before being allowed into the plan.

Mayor Orcutt indicated that he recalled an obligation that in order for the City to take advantage of the CCIS coverage, it had to make a three year commitment. He recalls this year as being the third year. Mr. Otterman indicated that the City had insured through CCIS several years ago, but that he is unaware of any three year commitment. Mr. Phillippay added that in 1986-87, the City was insured through CCIS.

Councilor Newton indicated that he favors the SAIF proposal in that there are tangible results. The SAIF program recognizes the safety records and provides an incentive.

Councilor Newton moved to approve the SAIF proposal for workers compensation coverage for 1991-92, subject to budget approval. Councilor Koho seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Newton, Van Meter (6)
NAYS: None (0)
ABSENT: Miller (1)

Councilor Miller indicated that he has misgivings about using City funds for this purpose, although he supports the concept of team building. He suggested that the Council members personally contribute toward the cost of the facilitator which would be in the area of $600 to $900.

Mr. Otterman indicated that he has discussed a lower fee with Alan Hershey.

Councilor Miller stated that each of the Council members could contribute one-seventh of the total amount of the facilitator's bill, indicating that he would not expect the citizens to pay for this.

Councilor McGee concurred with Councilor Miller's suggestion, adding that he feels very strongly that the Council members should pay the bill.

Mayor Orcutt indicated that he contributes his time not only for Council meetings, but for various meetings throughout each week, year after year. He believed it is not unreasonable for the City to pay $100 on behalf of each of the Council members to participate in the team building for the benefit of the community.

Councilor McGee moved that the Council members personally pay for the cost of the team building facilitator. Councilor Miller seconded the motion.

Mayor Orcutt disagreed with the motion. He explained that the Mayor and City Council members are not paid positions, with the exception of expenses. However, he has never once requested reimbursement of his expenses from the City.

Councilor McGee indicated that he feels very strongly that the Council members should personally pay the facilitator's bill.

Councilor Koho indicated that it would be a good thing for the Council members to learn to work together and favors the concept of team building. He indicated he is aware of a couple of people who conduct these sessions and would like the City to consider them. He noted that the lowest bidder may not necessarily be the best facilitator.

Councilor Hart indicated that in his eight years on the City Council, his expenses reimbursed by the City have been very low. The expenses he does submit for reimbursement are generally the League of Oregon Cities' conferences once a year. He stated that it is necessary to have the session, and that he would favor the City paying the facilitator's bill for it.

The motion failed by the following vote:

AYES: McGee, Miller (2)
NAYS: Orcutt, Hart, Koho, Newton (4)

NAYS: None (0)
ABSENT: Van Meter (1)

Approval of Minutes

Councilor Koho asked that the June 3 minutes, on page 12, reflect that he disagreed with Councilor Miller's statement. He indicated that the minutes reflect a comment made by Councilor Koho in jest.

Councilor Miller asked that the word "had" be inserted on page 4, third line from the bottom, in the statement "Councilor Miller stated that after the last meeting, he delivered to Mr. Blitz and Mr. Lien a legal memorandum which he **had** prepared, along with copies of case law."

Councilor Miller also asked that the words "at a City Council meeting" be inserted on page 5, second paragraph, to read, "Councilor Miller responded that he had asked Mr. Lien **at a City Council meeting** for some authority on this subject because Councilor Miller was concerned about the City's liability."

<u>Councilor Koho moved for approval of the June 3, 1991 minutes as amended. Councilor McGee seconded the motion. The motion passed unanimously by the following vote:</u>

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

Budget Adoption

Councilor McGee stated that it is proposed that the City Council meeting on Friday, June 28, 1991 at 7:30 a.m. to discuss adoption of the 1991-92 budget. He indicated that he has not had the opportunity to discuss several major issues with other Council members with respect to the budget, questioning whether the other Council members feel the meeting will only last half an hour. The Compensation Committee's recommendation is one of these items which should be discussed.

Mayor Orcutt indicated that Friday is the only day that was available because of the filing requirements. Mr. Morgan added that it was necessary to advertise the meeting at least 15 days in advance.

Councilor McGee indicated that he has many questions, especially regarding the urban development concept. Mayor Orcutt assured him that the Council will spend the necessary time to review the budget prior to adoption.

Computer System Upgrade Proposal

Councilor McGee expressed concern with the computer system upgrade proposal and his lack of familiarity with this issue. Councilor Koho reassured him that the City is receiving a good bargain in the proposal.

<u>Councilor Koho moved for approval of a resolution authorizing acceptance of bid</u>

committee would study more than just how many patrol cars are on the street. An example might include community policing and how it would work in this city. Staff would be involved from the aspect of how many people would be needed, the cost to operate such a program, etc. Another area might include response time as well as crimes in certain areas of the city.

Councilor Van Meter left the meeting at 8:53 p.m.

With respect to whether the committee should be appointed on a standing or ad hoc basis, Mr. Otterman indicated that once the committee feels it has completed its work, the chairman could then report to the City Council.

The motion passed unanimously as follows:

AYES: Orcutt, Hart, Koho, McGee, Miller, Newton (6)
NAYS: None (0)
ABSENT: Van Meter (1)

WATER SYSTEMS
DEVELOPMENT CHARGE

Mr. Morgan reviewed the staff report regarding the water systems development charge ordinance and companion resolution. He explained that this ordinance revises the former "charge against the property" to a "charge against the developer" and is based on a rational computation of actual costs of the benefits received by the property. He added that the ordinance otherwise provides basic housekeeping changes. There will be no change in the rates as a result of the adoption of this ordinance and resolution. If a rate adjustment is necessary, staff will return to the Council at a later time. Mr. Morgan added that the City of Salem just adopted its sewer systems development charge ordinance. Keizer will also need to adopt a sewer system development charge ordinance, and he plans on returning to the Council with that document at its meeting on June 28.

Councilor Hart inquired about the blanks on Page 10 of the draft ordinance. Mr. Morgan explained that on large systems development charges, the owner would be given the opportunity to make time payments. He suggested that the administrative fee be zeroed out at this point in time. This has never been a problem and the ordinance can be changed if a problem develops in the future.

Councilor McGee asked about the wording on Page 12, line 9, which states that "A project financed by city revenues is exempt from all portions of the systems development charge." Following discussion, the Council discussed revising the wording to state, "A project paid by city revenues..."

Responding to a concern by Councilor Newton, Mr. Lien indicated that the Council may place zeros in the blanks on page 10.

were acre is probably an ill-founded number, especially when there has been no public input into the concept.

Councilor McGee indicated that he would like to see such a requirement placed on Marion County with respect to their land, i.e., mall strip development, and the rural residential land such as that along Macleay Drive.

Mr. Morgan indicated that Salem Planning Director Kenn Battaile feels much the same way. There needs to be some strategy to deal with this issue on both sides of the table. In addition, such density requirements will impact the infrastructure.

The motion passed unanimously by the following vote:

AYES: Orcutt, Koho, Hart, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

AUDITING SERVICES

Mr. Otterman informed the Council that four proposals were received for financial auditing services. He explained that eleven requests for proposal were sent out. Staff is recommending that the City enter into an agreement with Boldt, Carlisle & Smith, the lowest priced proposal.

Councilor McGee moved to accept the bid of Boldt, Carlisle & Smith as being the lowest bid for the City's auditing services for the next three years. Councilor Van Meter seconded the motion. The motion passed unanimously by the following vote:

AYES: Orcutt, Koho, Hart, McGee, Miller, Newton, Van Meter (7)
NAYS: None (0)

FERNWOOD PARK

Mr. Morgan reviewed the staff report regarding the status of Fernwood Park and the desire of Learning Tree Day Care , Inc., to use a portion of the park as an outdoor play area. Mr. Morgan reported that the Parks Committee will be reviewing this issue at its July 16 meeting and hopes to have a resolution to the situation during July.

Councilor Koho indicated that he would prefer to see the issue thoroughly evaluated prior to any action being taken.

Responding to a question from Councilor Hart, Mr. Morgan indicated that the Learning Tree Day Care, Inc., is one of a chain based, he believed, out of Portland. He believes the business is financially secure.

Councilor Van Meter noted that at the last Parks Committee meeting he attended, he was under the impression that the Committee had no involvement in the Fernwood Park issue. Councilor McGee indicated that on page 2 of the staff report is an outline showing the Parks Committee involvement.

highlighted specific portions of the plan, including access and circulation action and policies; parks, recreation and environmental issues; and the implementation process.

Responding to a question from Councilor Koho, Mr. Morgan stated that the Department of Fish & Wildlife could veto the plan under the proposed wording. He suggested some alternatives to the proposed language be explored to prevent a veto by this department or by the developer because of the environmental concerns.

In response to a question from Councilor Miller, Mr. Morgan stated that access to the proposed park would be through use agreement with the school district, in the same manner as the City of Salem uses the school parks.

Councilor Hart asked about the mixed use zone. Mr. Morgan responded that the area north of Lockhaven is a unique opportunity and it should be recognized as such. It should not be zoned entirely commercial for strip development nor should it be entirely residential development. Adoption of a mixed use zone would affect the entire city as it would change the zone code.

Mr. Morgan complimented the Planning Commission for the amount of intense work done on this plan. He recommended that the City Council receive testimony tonight, if any, and to continue the public hearing to the City Council's July 1, 1991 meeting.

Councilor Van Meter noted that he had conversations with Sandy Staats and Ernie Fish regarding the McNary Activity Center. Those discussions were in general, however, and no specifics were addressed. Councilor Koho indicated that he also had discussions with Sandy Staats.

Councilor Miller declared a potential conflict of interest because he resides in McNary Estates.

Mayor Orcutt indicated that the Planning Commission's recommendation and the staff report have just been distributed and the parties need additional time within which to review the information. For those who have not yet received the report, Mr. Morgan indicated that copies will be available to the general public on Tuesday afternoon at City Hall.

Jim Cockrell, 2525 Niagara N., Keizer, believed that the City should give more comprehensive guidelines to the developer. He commented on the price of properties east of River Road at a value greater than $10 per square foot. Mr. Cockrell stated that the Staats lake is a significant issue to this community, including such concerns as pollution of the lake, ground water pollution, wetlands, wildlife, etc. Also of concern is the limited parking space if the school property is used for a public park. He noted that eminent domain is one available option for

MINUTES
KEIZER CITY COUNCIL
Monday, July 1, 1991
Robert L. Simon Council Chambers
Keizer City Hall

CALL TO ORDER

Mayor Orcutt called the regular session to order at 7:32 p.m. Roll call was taken as follows:

Present
Andrew J. Orcutt, Mayor
Mike Hart, Councilor
Dennis Koho, Councilor
Jerry McGee, Councilor
Al Miller, Councilor
Joe Van Meter, Councilor

Absent
Bob Newton, Councilor

Staff
Don Otterman, City Manager
Shannon Johnson, City Attorney
Wally Mull, Public Works Director
Susan Darby, City Recorder

PUBLIC TESTIMONY

There was no public testimony to come before the Council.

COMMITTEE REPORTS

There were no committee reports to come before the Council.

PUBLIC HEARING - MCNARY ACTIVITY CENTER PLAN

Mayor Orcutt opened the public hearing on the McNary Activity Center Plan. Councilor Van Meter indicated that he has had conversations with Sandy Staats and Ernie Fish regarding the McNary Activity Center plan and specifically how it affects their properties. Councilor Miller declared a potential conflict of interest in that he resides within McNary Estates.

Mr. Otterman indicated that this item was continued from the last City Council meeting to give the public an opportunity to comment on the draft plan. The Council will be receiving testimony tonight, and staff is requesting that the

On the community relationship issues, Mr. Sherman noted that the lake is a private piece of property and is not a "community asset." He indicated that the lake is manmade and the public has never had access to the lake, nor has the public ever made known any wish to acquire ownership of the lake. He expressed concern with the casual, careless use of the language which might be interpreted as giving the community a great stake in this private property. Mr. Sherman used the analogy of the McNary golf course as an example. He indicated that the owners of the course may, at some future time, wish to make the club private. He questioned whether the community could stop such action under the assertion that it has a great stake in that property.

The second community relationship issue involves geese who migrate to the lake. An earlier version of the plan provided for some type of wildlife study. The latest draft is much stronger and, if that language remains, it would preclude development of the lake altogether. Mr. Sherman indicated that, in his opinion, such language would make the lake a wildlife preserve and for the City to impose this on the owner would be unprecedented. He noted that it would be impossible to develop a piece of property to a density of six to eight units per acre and still maintain a wildlife preserve.

The third community relationship issue involves the park land. He questioned whether this is the appropriate location for a public park, and whether the City has adequate funds to develop and operate the park. With City finances being strapped by Measure 5, Mr. Sherman questioned whether this would be feasible. He believes Mr. Morgan quoted a reserve of about $50,000, at a developer fee of $100 per lot, over the past several years to put towards development and maintenance of the park. After discussing this further, Mr. Sherman indicated that Morgan agreed with him on the lack of funds to establish this as a park, including tennis courts and other improvements. Mr. Sherman also questioned the location of the park, in the midst of an adults only mobile home park, McNary Estates on another side, Staats property on yet another side, and a filbert orchard to the west. He questioned whether there are other, more suitable locations for a public park, especially considering the availability of open space in the immediate vicinity within other developments. He asked whether a park at this location is the best use of public money. If the answer to this question is in the affirmative, then he questioned whether this property is best suited or whether another piece, which would otherwise not be developed, might be more appropriate. If the park is developed to the west where the filbert orchard is located, this would be within the sewer plant area of influence where other development cannot occur.

On the planning and zoning issues, Mr. Sherman questioned whether the Staats' property should be developed as a planned unit development (PUD). He noted that the property owners will develop the property in much the same fashion as a PUD, however, to require the PUD will take away some the amount of land area required in commercial developments and is too restrictive.

With respect to site development issues, Mr. Sherman questioned the draft plan's provision for density along the north shore of the lake, although this issue is not as critical as it was when the density was eight units per acre. He noted that the new density limits give more flexibility in planning the overall project. In the mixed use zone, the developer will be given credits for every unit to go towards the residential zone.

Mr. Sherman stated that according to the engineers he has talked with, there is no traffic engineering reason to provide a continuous internal street pattern within the development. Integrating neighbors does not occur with cars driving down the street. He believes this provision came from the Planning Commission. There are other options which are much more effective in attempting social engineering. Another aspect involves the loss of property for development with the requirement for paved areas and setbacks. Mr. Sherman stated that if McClure ever goes through and connects to McNary Estates Drive, that street would become a thoroughfare through a neighborhood. He believed it should become a collector street.

A similar requirement for a pedestrian/bicyclepath linking key components of the activity center is not feasible, especially with River Road and Lockhaven running through the middle. While he does not have any objection to the path, he indicated the owners do not wish to be saddled with something that is unclear. In addition, the road system may eventually be privatized and it would be incompatible to have a public pedestrian/bicyclepath running through the project.

Mr. Sherman stated that his perspective on the project is that the Staats' Lake is the focal point of the activity center. He noted that the process has been and will continue to be very long and involved. Even if the Council adopted the plan tonight, it would be twelve to eighteen months before any development begins. Mr. Sherman stated that this will be a first class development that can be of benefit and be an asset to the community. It will bring financial as well as other benefits to Keizer, however, the developers need enough flexibility to foster development of the property. He noted that the Staats are interested in moving forward with the development, and are encouraged by the improvements made to the revised plan.

Don Nissen, 650 Snead Drive, Keizer, testified that to be called a "lake," a body of water must be comprised of fresh water and salt water. Mr. Nissen stated that the Staats property is a quarry. Mr. Nissen indicated that use of the property has been badly planned by Staats in the past. He noted that developers do the development, profit from it, and then move on. Mr. Nissen is insufficient to build a park and should instead by $500. He also believed that the mixed use zone needs some further study. Mr. Cockrell opposed using Keizer School property for parks land. In summary, Mr. Cockrell hoped that something beautiful would come out of this and that the development will enhance the community rather than become a liability.

Mr. Johnson indicated that Mr. Morgan will be listening to the tape recordings of tonight's meeting and will be providing written responses to the Council.

There being no further testimony to come before the Council tonight, Mayor Orcutt recess the public hearing and deliberation to the August 5, 1991 meeting. He indicated that any final comments from the public will be taken at that time. He also asked the audience to place their name on the sign-up sheet if they wished to receive a copy of the final determination.

RESTROOM REMODEL

Mr. Mull addressed the bid award for the remodel of the restrooms in the City Hall and Police buildings. The low bidder, Coleman Construction, submitted a bid of $39,167.

<u>Councilor Hart moved to approve the staff recommendation and award the bid for restroom remodel to Coleman Construction. Councilor Koho seconded the motion.</u>

Councilor McGee asked whether volunteers could perform the painting. Mr. Mull responded that there is little painting to be done, and that the contractor put this work in his bid. To now remove that work may require a new bid. Councilor McGee indicated that he headed up a committee to paint the entire Police Department building several years ago and that he received a great deal of praise for their efforts.

Councilor Koho indicated that while he considers this to be a good point, he recommended that the Council accept the bid as submitted, and that perhaps volunteers be considered to paint the outside of the buildings.

<u>The motion passed unanimously by the following vote:</u>

AYES: Orcutt, Hart, Koho, McGee, Miller, Van Meter (6)
NAYS: None (0)
ABSENT: Newton (1)

RESURFACING BID AWARD

Mr. Mull reviewed the staff report regarding the 1991-92 program for street resurfacing. D & D Paving was low bidder on all projects, for a total of $243,110.50. The budgeted amount was $300,000. There will be sufficient funds remaining in the budget to overlay Lockhaven Drive.

Saturdays are being booked up with other commitments. The Council asked Mr. Otterman to provide resumes on the various facilitators. The Council also discussed whether team building is a generic term and whether they need to look at someone who specializes in this area.

Councilor Hart moved that the selection of a facilitator be delayed until the next City Council meeting. Councilor Miller seconded the motion. The motion passed by the following vote:

AYES: Hart, Koho, McGee, Miller, Van Meter (6)
NAYS: Orcutt (1)
ABSENT: Newton (1)

SURPLUS PROPERTY

Mr. Otterman reviewed the staff report regarding appropriation of unclaimed personal property for public purposes. He explained that 12 items were pulled from the police department's semi-annual auction. Mr. Otterman indicated that these items could be of use to City Hall. He explained that the bolt cutters, for example, will be distributed to the sergeant's unit and the water department. The microwave will be put in the Auditorium which will cut down on the number of visitors who use the police department's break room when attending classes in that building.

Councilor Koho moved for appropriation of 12 items for public purposes by the City, in accordance with Ordinance No. 88-117. Councilor Van Meter seconded the motion.

Councilor McGee suggested that the items be placed for public auction and if they are not sold, then the City could use them for public purposes. He was concerned that if the microwave burnt out, for example, that it would automatically be replaced by staff. He believed this is an item that should be handled in the budgetary process. Mr. Otterman indicated that these items will be inventoried separately and will be under his direct control. Councilor McGee suggested an administrative policy for monitoring the property.

The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Van Meter (6)
NAYS: None (0)
ABSENT: Newton (1)

OTHER BUSINESS

Councilor Koho expressed concern with a potential conflict by Mark Grenz, a Planning Commission member. While he does not wish to imply a lack of integrity on Mr. Grenz' part, Councilor Koho believed there were enough drivers are not slowing down enough. Mr. Otterman added that there is quite a bit of speed enforcement along this stretch of the road. Councilor Hart was aware of two accidents, one at Fir Cone and the other just beyond Fir Cone.

AGENDA INPUT

Mr. Otterman indicated that the appeal has been withdrawn on the Lydon Subdivision, therefore, a public hearing will not be held at the next Council meeting. Mayor Orcutt questioned whether others who were contemplating filing an appeal have been notified of the withdrawal. He was concerned that they may have relied on the original appellant in order to give their input to the City Council. Mr. Otterman explained the decision of the Hearings Officer and the fact that the SKATS plan is silent on the matter of Rivercrest Drive and, therefore, the status of the street is within the local government's jurisdiction.

ADJOURNMENT

The meeting adjourned at 9:49 p.m.

Susan Biasi Darby
City Recorder

APPROVED:

MAYOR

conflicts between Mr. Grenz and developers who come before the Planning Commission that it should be of concern. Councilor Koho indicated that he has spoken with Mr. Grenz regarding this and that it would agree to give Mr. Grenz any forum in which he feels comfortable to address the Council on this issue. Mayor Orcutt indicated that this could be placed on the next City Council agenda. Mr. Grenz indicated that he would be happy to address the Council's concerns at that time.

Councilor Hart indicated that another Planning Commission member, Dave Siegel, who has a professional planning background, tends to dominate the Commission. Councilor Hart stated that Mr. Siegel probably makes 85% of the motions which are put on the floor.

Mayor Orcutt indicated that Mr. Grenz' situation is different in that there is a public perception of conflicts because of Mr. Grenz' association with Hillman Properties and other developers. Councilor Hart stated that if a conflict arises, he has observed Mr. Grenz declare a conflict and not participate in the discussion. Mayor Orcutt indicated that Councilor Koho's concerns focus on the fact that these conflicts are coming up more and more, while the City loses the input of a member of the community on the Commission.

Councilor McGee indicated that if Mr. Siegel is domineering, that is an issue which he feels should be handled by the Chairman of the Commission. Councilor Hart noted that Mr. Siegel is using his professional career to do this while the other Commission members do not have that background. Mayor Orcutt suggested that the Planning Commission Chairman discuss this situation with Mr. Siegel. If a resolution cannot be found, then the matter can come back to the City Council for further discussion. Mr. Otterman indicated that he would meet with Jerry Watson, Dave Siegel and Councilor Hart to discuss the situation.

Councilor McGee indicated that the Council did not approve any minutes tonight. He said that it helps him to have the earlier minutes available to him for the next meeting. Mr. Otterman stated that because of staff work loads and illnesses, there has not been time to prepare the minutes. He indicated that staff will be working on them prior to the next meeting.

WRITTEN COMMUNICATIONS

Councilor Van Meter asked about a newspaper article regarding a water leak on Dennis Lane. He noted that the Water Department did a wonderful job in repairing the leak.

Councilor Miller said that he has had people talk to him about Fir Cone being a dangerous street. Mr. Mull stated that he is aware of only one accident where a concrete truck ran off onto a soft shoulder and tipped. He explained that

Councilor Koho moved to accept the four bids submitted by D & D Paving for the 1991-92 street resurfacing program. Councilor Van Meter seconded the motion.

Councilor Hart asked about the availabilityof funds to complete the construction of the bike path along Wheatland Road. Mr. Mull responded that the Lockhaven project is in dire need of an overlay prior to the school year. The project will cost $170,000 to $180,000, some of which has already been budgeted. Bids for the bike path will be opened on July 17. Mr. Mull indicated that there may be sufficient money to do the bike path project from those funds previously reserved for Lockhaven Drive (Olson Street) in the amount of $350,000.

Councilor McGee indicated that the Lockhaven overlay clearly outweighs the bike path need. Councilor Hart noted the accidents that have occurred on Wheatland Road because of the lack of a bike path.

The motion passed unanimously by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Van Meter (6)
NAYS: None (0)
ABSENT: Newton (1)

SYSTEMS DEVELOPMENT CHARGE

Mr. Mull reviewed the staff report regarding the sewer systems development charge ordinance. He noted that there are no changes included in the ordinance.

Councilor Van Meter moved for passage of a bill for an ordinance establishinga sewer system development charge for wastewater treatment facilities; repealing Ordinance 90-162. Councilor Hart seconded the motion. The motion passed unanimously on first reading by the following vote:

AYES: Orcutt, Hart, Koho, McGee, Miller, Van Meter (6)
NAYS: None (0)
ABSENT: Newton (1)

TEAM BUILDING FACILITATOR

Mr. Otterman provided to the City Council a list of facilitators who may be available for the City Council's team building session. The Council discussed the different facilitators, and the possibility of a military facilitator. Mayor Orcutt urged that the Council act quickly to select the facilitator because their indicated that he favors responsible development, however, the Staats are against the bike path, and are against anybody using their lake. They do not wish to develop a continuous system of streets which will give emergency personnel fits. He urged the City not to issue a blank check to the developers at this time. Mr. Nissen noted that the property was developed once for profit and that the community does not have to guarantee a second profit.

Mark Grenz, Multi-Tech Engineering representing the McNary Estates developers, Hillman Properties, testified that a great deal of effort has gone into the planning of this project. He noted that while the mixed use zone may be a good idea for the property, there are some issues which need to be clarified. He highlighted the issue of the Claggett Creek wetlands corridor and how the development may effect the McNary property. Another concern is the encouragement of public access from the development onto the McNary golf course. In 1988-89 there was considerable discussion on the second access from McNary Estates, and Hillman Properties funded a traffic study to determine whether McClure would be the appropriate location for that access point. The engineer's report indicated that McClure Street would be the most appropriate point and McNary has been representing this to prospective property owners and has conducted extensive planning towards the use of McClure Street. Mr. Grenz distributed a paper titled "Suggested Wording for McNary Activity Center Plan" and preliminary McClure access plan. This was labeled as Exhibit "A". The plan provides for a full size cul-de-sac turn around extension off of McClure Street and a gated access. Such a gate would be operated probably by a card system.

Al Lambert, property owner of 5640 North River Road, testified that he has been in and out of Keizer since 1946. He stated that whoever developed McNary Estates, and the Staats, deserve a medal. Mr. Lambert indicated that for the last 40 years it has been feast and famine, but usually famine. Now that there is the opportunity for a little feast, cold water is thrown on the project. Mr. Lambert stated that the lake will be a future mosquito hole if development does not occur. The neighbors are begging to allow this development.

Jim Cockrell, 2525 Niagara N., Keizer, indicated he is a property owner in the city. He said that while the legal counsel for the petitioner has some good ideas of which he would endorse, there needs to be a rudimentary idea of what is desired for the property. Mr. Cockrell expressed concern about potential ground water pollution and how it will materially impact the people of Keizer. He stated that the runoff, pesticide and fertilizer use, as well as boats and houseboats on the lake, will impact the aquifer. He questioned whether there will be a homeowners association who will be liable for maintenance. Mr. Cockrell stressed the need for a concerted effort to look at the entire picture. He also suggested that the developer's track record or lack of it be investigated as well as that of any financial backers. Mr. Cockrell indicated that $100 per lot development potential. Mr. Sherman indicated that the owners may find it impractical to lay out a single, uniform PUD. The property may need to be parceled off and developed in phases, or it may need to be developed by different developers. The property owners do not wish to be forced into developing the property as a PUD. Mr. Sherman stated that he believes Mr. Morgan feels that there are other, adequate controls on development and that the PUD approach is not necessary. He suggested that the City give the developer as much flexibility as possible.

The second planning and zoning issue involved the use of the MHDR and MU zones. He indicated there is no text amendment to the comprehensive plan, which he pointed out to Mr. Morgan. Mr. Sherman indicated that Mr. Morgan said he forgot to include this. Another approach might be not to amend the comprehensive plan but just to adopt a new zone in the MU and MHDR zones. Mr. Sherman stated that Mr. Morgan agreed that this would be a viable alternative.

Another planning and zoning issue involved the double jointed process necessary for rezoning the property from UT to residential. He indicated that the RL zone would fit in this case. Mr. Sherman stated that, for the most part, the approach is great and is worth trying to have a mix of commercial and residential uses. However, he questioned the prohibition of personal care facilities, such as the one at Hidden Lakes. Mr. Sherman quoted the Standard Industrial Classification and the manner in which it relates to the Hidden Lakes facility. He does not believe it was Mr. Morgan's or the Planning Commission's intent to preclude such use.
Mr. Sherman indicated that the draft plan prohibits any ground floor residential use. With current handicapped requirements, Mr. Sherman believed it might be prohibitively expensive to install elevators. He also questioned whether it is necessary to impose such hard and fast rules at this point in time with respect to the residential development.

Mr. Sherman also questioned the term "single development." He indicated that this may mean a single building, or it may mean the entire development. If it does mean a single building, he believed such an approach would be totally unworkable and imposes a very sharp restriction on the development opportunities. The plan is to create a mix of commercial and residential uses, however, he sees no reason to severely restrict residential development options at this point in time.

Mr. Sherman also inquired about the necessity for staggered setbacks. He questioned whether this is one individual's viewpoint on aesthetics. In any case, Mr. Sherman termed this as design review which should be considered at a later point in the development. In addition, the minimum interior landscaping in the parking lot as provided in the draft plan requires four times

Council give staff the opportunity to draft responses to tonight's comments and return at the August 5 meeting. Mr. Otterman also recommended that the Council not close the public hearing tonight so that if any questions remain after the August 5 discussion, responses may be offered to the City Council while the record is open.

Ken Sherman, Jr., Attorney at Law representing Sandy Staats and her family, 687 Court Street, Salem, testified that he began working with Sandy and her family last year on this project. Mr. Sherman commented on the complex document, and the fact that the plan is not yet complete. He agreed with Mr. Otterman's recommendation to leave the record open at this point in time. Mr. Sherman stated that he has circulated the draft plan to some local developers but he has not yet heard back from all of them.

Mr. Sherman indicated that the owners hope to turn the property into something active. The draft plan creates new zones, and is very complex and intricate. The owners are ready to move forward to obtain development proposals, although some fine tuning may need to be done at a later time.

Mr. Sherman commented on the work performed by the Planning Commission and staff to date in producing this draft plan. He noted that some changes requested by the property owners have been included in this draft. He explained that there are a number of things about this draft which the property owners like. Those include the predominance of single family property use, the minimum density standards which were reduced from eight units per acre to six, the provision for some element of commercial development at the southeast end of the lake, and the willingness of the Planning Commission to create a new zoning tool in which to integrate commercial and residential uses.

Mr. Sherman questioned the basis upon which the public may feel that Staats' Lake should be in public use. To do so would be very detrimental to its development. He agreed with the draft's recommendation against such use. The owners also agreed with the draft in that it does not mandate that public access to the lake be provided. He believed this is necessary because of the configuration of the lake along with the steep walls. The current version of the plan provides for a smaller public park and for using a part of the school grounds as park land.
Mr. Sherman identified four areas of concern, including General, Community Relations, Planning and Zoning, and Site Development.

With respect to the general aspect, Mr. Sherman questioned whether it is appropriate to use the activity center approach on this project. He indicated that such a designation could be overwhelming from a developer's perspective with the many regulations that must be followed.

City of Keizer
Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

1982

COUNCIL MEETING: JULY 15, 1991

AGENDA ITEM NO.: 10d

TO: MAYOR AND CITY COUNCIL

FROM: DONALD H. OTTERMAN M.S.PA, CITY MANAGER DHO

SUBJECT: INTERGOVERNMENTAL AGREEMENT REGARDING THE DISPERSAL OF CIVILLY FORFEITED ASSETS

DISCUSSION

Attached to this agenda statement is a copy of the proposed intergovernmental agreement between the City of Keizer and Marion County regarding the dispersal of civilly forfeited assets. The agreement, as proposed, is the same agreement that has been entered into by the City of Salem and the City of Woodburn with Marion County.

The agreement specifies the distribution of forfeited assets and specifies that each of the agencies involved in the investigation of the case would be reimbursed their expenses first, and expenses associated with litigating the forfeiture would also be reimbursed from the resources that have been seized. After the agencies have been reimbursed their expenses, the City of Keizer General Fund Professional Services, would be reimbursed for the legal expense incurred for preparing the necessary documents, as required for the forfeiture of the resources.

The Prosecuting District Attorney's office would then receive 20% of the amount of the forfeiture, as a participating agency reimbursement fee after all other costs have been reimbursed. After that, the participating law enforcement agencies would receive an equitable portion of the net amount of the forfeiture proportional to the agency's involvement in the investigation.

Since this is an intergovernmental agreement, between the City of Keizer and Marion County, it does require City Council approval. The agreement has been approved, as to form, by the City Attorney.

RECOMMENDATION

It is recommended that the City Council APPROVE the attached proposed intergovernmental agreement between the City of Keizer and Marion County regarding dispersal of civilly

KEIZER POLICE DEPARTMENT
Memorandum

DATE: JUNE 11, 1991

TO: DON OTTERMAN, CITY MANAGER

FROM: CHARLES R. STULL, CHIEF OF POLICE

SUBJECT: **INTERGOVERNMENTAL AGREEMENT REGARDING THE DISPERSAL OF CIVILLY FORFEITED ASSETS**

Attached for your review is the Intergovernmental Agreement dealing with narcotics asset forfeitures. I have signed this agreement, which is standard in Marion County.

If you have any questions, comments or require further information, please advise.

crs:cp

cc John Lien, City Attorney
Sergeant Pat Bowe
Sergeant Bruce Jenness
File

INTERGOVERNMENTAL AGREEMENT

Between:

The CITY OF KEIZER,

an Oregon municipal corporation
("City" herein)

and

The COUNTY OF MARION

acting by and through its District Attorney's Office
("County" herein)

THIS AGREEMENT is entered into pursuant to the provisions of 1989 Or Laws Ch. 791 and ORS Ch. 190 by the following parties for the dispersal of civilly forfeited assets.

1.

a. City of Keizer is a municipal corporation of the State of Oregon and is a forfeiting agency pursuant to 1989 Or Laws Ch. 791.

b. The Marion County District Attorney's Office is a law enforcement agency pursuant to 1989 Or Laws Ch. 791.

c. Keizer Police Department is a law enforcement agency pursuant to 1989 Or Laws Ch. 791.

2.

a. The State of Oregon has enacted and enforced procedures for civil forfeiture of drug instrumentalities, proceeds and profits under 1989 Or Laws Ch. 791 and provides procedures for civil forfeiture of instrumentalities, proceeds and profits of other prohibited conduct and that the civil forfeiture statute provides for the distribution of forfeited instrumentalities, proceeds and profits of prohibited conduct to the forfeiting agency's general fund.

4.

This agreement shall continue indefinitely, but may be terminated by any of the undersigned parties with 60 days written notification to the other parties.

DATED this 11th day of June, 1991.

Donald Otterman, City Manager City of Keizer	Charles R. Stull Charles Stull, Chief Keizer Police Department
	Reviewed by:
Dale W. Penn Marion County District Attorney	John A. Lien Keizer City Attorney

824N.002

City of Keizer
Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

COUNCIL MEETING: JULY 15, 1991
AGENDA ITEM NO.: 10e

DATE: JULY 10, 1991

TO: MAYOR AND CITY COUNCIL

FROM: DONALD H. OTTERMAN, M.S.PA, CITY MANAGER DHO

SUBJECT: MID-WILLAMETTE VALLEY POLICE MUTUAL AID AGREEMENT

DISCUSSION

The City Council of the City of Keizer, on April 4, 1988, approved Resolution R88-337, authorizing a Mutual Aid agreement and a special operations team agreement between the City of Keizer Police Department and other jurisdictions and repealed Resolution R86-235. Resolution R86-235 originally approved by the Council, approved a Mutual Aid agreement between the City of Salem and the City of Keizer. However, that Mutual Aid agreement was never executed and the City Council approval in 1988 of the Mutual Aid agreement is superseded that 1986 approval.

The mutual aid agreement that was approved by the City Council in 1988 was for a term of three years, and expired June of this year. The proposed agreement that you have before you this evening is to continue the Mutual Aid agreement that was originally approved by the City Council in 1988. The terms of the agreement remain the same with the exception that the Mutual Aid agreement approved in 1988 was for a period of three years, while this new agreement does not have an expiration date but does require an annual review.

The Special Weapons and Tactics team of the City of Salem as well as other special teams of other jurisdictions are not included in this Mutual Aid agreement and a separate agreement will be necessary for the deployment of such special teams.

RECOMMENDATION

It is recommended that the City Council approve the Mid-Willamette Valley Police Mutual Aid agreement and authorize the City Manager to sign.

DHO:aag

Attachment (s)

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R91-_____

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH MARION COUNTY REGARDING DISPERSAL OF CIVILLY FORFEITED ASSETS

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is authorized and directed to execute on behalf of the City of Keizer an Intergovernmental Agreement between the City of Keizer and Marion County regarding the dispersal of civilly forfeited assets, a copy of which is attached hereto.

PASSED this __________ day of _________________, 1991.

SIGNED this __________ day of _________________, 1991.

____
Mayor

____
City Recorder

824.002

LIEN, HOBSON & JOHNSON
Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

3.

The parties recognize the need to enact an agreement providing for distribution under the state statute for civil forfeiture and, therefore, agree to the following:

a. This agreement will replace and supersede all prior agreements, if any, between the parties concerning civil forfeiture.

b. When the City obtains a judgment of civil forfeiture or reaches settlement agreement as to a forfeiture, the proceeds obtained therein shall be disbursed as follows:

  (i) Participating agencies involved in the investigation may submit expense reports indicating investigative expenses such as purchases of controlled substances and informant payments. Expenses will be reimbursed from the gross amount of the forfeiture.

  (ii) All expenses associated with litigating the forfeiture including publication and service of notices or summons will be reimbursed from the amount of the forfeiture after deductions in sub-section i.

  (iii) The Keizer general fund, professional service - legal expense account will be reimbursed for the total attorney fees expended on the forfeiture out of the amount of the forfeiture after deductions in sub-sections i and ii.

  (iv) The prosecuting District Attorney's Office will receive 20% of the amount of the forfeiture as a participating agency reimbursement fee after deductions in sub-sections i, ii, and iii.

  (v) The participating law enforcement agencies will receive an equitable percentage of the net amount of forfeiture proportional to agency involvement in the investigation.

  (vi) In the event a court of competent jurisdiction orders that forfeited monies, properties or other assets be returned to the owner or otherwise transferred to a third party, all parties shall remit proportional shares of the forfeited assets.

LIEN, HOBSON & JOHNSON
Attorneys At Law
4855 River Rd. N.
Keizer, Oregon 97303

John A. Lien
Joseph H. Hobson, Jr.
E. Shannon Johnson
—
James L. Contois

Area Code 503
Telephone 390-1635
Fax 390-6557

May 31, 1991

Chief Charles Stull
Keizer Police Department
P.O. Box 21060
Keizer, OR 97307

RECEIVED JUN - 3 1991

Dear Chief Stull:

Enclosed is a copy of a proposed Intergovernmental Agreement concerning the division of forfeiture assets as required by Oregon statute.

The division of proceeds to be turned over to the Marion County District Attorney are the same as what has been agreed to by both the City of Salem and the City of Woodburn.

After you have had a chance to review this, please contact me if you have any questions.

Yours truly,

LIEN, HOBSON & JOHNSON

By: John A. Lien

JAL:clt
Enclosure

forfeited assets.

DHO:clm

Attachments:

Memorandum from Chief of Police, dated June 11, 1991

f:\admin\assets.adg

CITY
OF SALEM,
OREGON
City Hall / 555 Liberty St. S.E.
Zip Code 97301-3503

POLICE DEPARTMENT
Telephone (503) 588-6123

May 31, 1991

Charles L. Stull, Chief
Keizer Police Department
930 Chemawa Road No.
Keizer, OR 97303

Dear Chief Stull:

Enclosed are the general conditions of the Mid-Willamette Valley Police Mutual Aide Agreement and two signature pages.

Please review the contract and after completing the signature pages, return both of them to me.

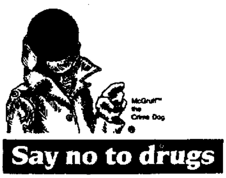
If you have any questions, please contact me.

Sincerely,

R. Wayne McFarlin, Lt.
Operational Support Section

RWM/dg

Enclosure



MID-WILLAMETTE VALLEY
POLICE MUTUAL AID AGREEMENT

1. On the day and year last set forth below, **The City of Keizer, Oregon, for its Police Department** ("Agency"), based upon duly adopted action or authority of its governing body or other official or body having authority to enter into intergovernmental agreements on behalf of the Agency, agrees to and accepts the MID-WILLAMETTE VALLEY POLICE MUTUAL AID AGREEMENT GENERAL CONDITIONS dated June 1, 1991, and agrees to become a party to a multi-agency mutual aid system governed by those General Conditions.

2. All prior agreements concerning the same subject matter and scope of coverage are hereby terminated as of the date last set forth below.

IN WITNESS WHEREOF the Agency has caused this Agreement to be signed, in duplicate, by its duly authorized representatives as of this 10th day of June, 19 91.

THE CITY OF KEIZER, OREGON

By: Charles R. Stull
Title: Chief of Police

Attest: ____________________
Title: City Manager

APPROVED AS TO FORM: ____________________
Legal Counsel

maintain a reasonable level of service within its own jurisdiction. The decision of the Police Chief, Sheriff or other duly designated officer of the agency from whom aid is requested as to what manpower, equipment and vehicles are available for response shall be final.

9. The requesting agency's officer in charge at the scene of the "problem" shall remain in charge and provide general directions to all aiding agency personnel. At the request of the officer in charge any aiding agency shall withdraw its personnel from the scene of the problem.

10. Where the services of responding agencies are required on a dispersed or multiple location basis, the requesting agency's senior officer on duty shall designate an officer as "Coordinator." The Coordinator shall have authority to assign responding agency personnel to locations within or without the requesting agency's jurisdiction. When responding personnel are dispatched to locations outside of the requesting agency's jurisdiction, the Coordinator shall promptly notify the senior officer in the jurisdiction to which said personnel are dispatched. That senior officer shall provide direction to responding agency personnel as needed to carry out the mission assigned by the Coordinator.

11. It is mutually agreed and understood that this Agreement shall not relieve any party hereto of the responsibility for police protection within its own jurisdiction, nor does this Agreement create any right in or obligation to third persons by any party hereto which would not exist in the absence of this Agreement.

12. Each of the parties hereto shall continue to provide the same salaries, compensation for death or disability, retirement and furlough payments, cost of transportation, and other normal fringe benefits to their employees who are assigned to render assistance to another other party pursuant to this Agreement as those employees would receive if on duty within the boundaries of the party by which they are employed. Costs of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred while rendering assistance under this Agreement will be borne by the party requesting such assistance and authorizing the use of said equipment, supplies, materials, and reasonable subsistence expenses.

13. It is agreed that this Agreement for mutual aid shall constitute the sole consideration for the performance hereof, and no party hereto shall be obligated to reimburse any other for use of manpower. Each party hereto shall protect its own employees performing under this Agreement by adequate Workers' Compensation insurance or self insurance. Each party hereto shall obtain and maintain in full force and effect adequate pubic liability and property damage insurance or self insurance public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Each jurisdiction shall be responsible for the acts of its own employees.

14. Persons arrested by officers whose services are being provided to another agency requesting their service shall be deemed, for all purposes including provision of medical care as required by law, to be in the custody of the agency which requested the assistance under this Agreement.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R88- 337

AUTHORIZING A MUTUAL AID AGREEMENT AND A SPECIAL POLICE OPERATIONS TEAM AGREEMENT BETWEEN THE CITY OF KEIZER POLICE DEPARTMENT AND OTHER JURISDICTIONS; AND REPEALING RESOLUTION R86-235

WHEREAS, the City of Keizer and the City of Salem previously proposed entering into a Mutual Aid Agreement; and

WHEREAS, said proposal resulted in the adoption of City of Keizer Resolution R86-235; and

WHEREAS, subsequent to adoption of this resolution, the parties did not enter into said agreement; and

WHEREAS, the City of Keizer has negotiated two new agreements with local jurisdictions regarding Police Mutual Aid and Special Police Operations Teams; NOW, THEREFORE,

IT IS HEREBY RESOLVED by the City Council of the City of Keizer, Oregon that Resolution R86-235 is hereby repealed.

IT IS FURTHER RESOLVED that the Mayor and City Recorder are hereby authorized to sign the attached Mutual Aid Agreement and Agreement for Use of Special Police Operations Teams.

PASSED this 4th day of April, 1988.

SIGNED this 5th day of April, 1988.

Robert Simon
Mayor

Susan Darby
City Recorder

Page

dangerous felons, hostage situations, removal of hazardous devices, barricaded suspects, serving of certain hazardous search warrants, etc.

FISCAL IMPACT

The fiscal impact cannot be precisely identified due to the many factors involved in the varying situations and circumstances involved. Generally speaking, the Mutual Aid Agreement would have a low fiscal impact where the Special Police Operations Team Agreement has the potential for a high fiscal impact.

RECOMMENDATION

Based on the community's potential of having a situation or set of circumstances requiring the need for mutual aid assistance or special police operations, and based on the fact that the Keizer Police Department does not have the man power, training or equipment capabilities to effectively handle a major disturbance situation, it is my recommendation that the City Council review and enter into both attached agreements.

agree.stf

party cannot readily control or suppress the same, the senior officer on duty of such police jurisdiction may request assistance from one or more of the parties to this agreement by notifying the Police Chief, Sheriff or their designated officer on duty of the agency from whom assistance is requested.

2. Upon receipt of such request for aid, the agency to whom the request is made shall respond to its fullest ability to do so without, in its judgment, compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the Police Chief, Sheriff or other duly designated officer of the agency from whom aid is requested as to what manpower, equipment and vehicles are available for response shall be final.

3. The Police Chief, Sheriff or their designee legally responsible for police protection at the scene of the "problem" shall remain in charge and provide general directions to all aiding agency personnel. At the request of the officer in charge of the responsible agency any aiding agency shall withdraw from the scene of the problem.

4. The Police Chief or Sheriff or designated officer in charge of the agency requesting assistance shall be the "Coordinator", where the services of the responding agencies are required on a dispersed or several location basis. He/she shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, he/she shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the Coordinator, shall provide direction to such responding personnel so that the desired effect may result.

5. It is mutually agreed and understood that this agreement shall not relieve any party hereto of the responsibility for police protection within its own jurisdiction nor does this agreement create any right in or obligation to third persons by any party hereto which would not exist in the absence of this agreement.

6. Each of the parties hereto shall continue to provide the same salaries, compensation for death or disability, retirement and furlough payments, cost of transportation, and other normal fringe benefits to their employees who are assigned to render assistance to the other party in performance of this agreement as those employees would receive if on duty within the boundaries of the party by which he/she is employed. Costs of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred while rendering assistance under this agreement will be borne by the party

13. In order to avoid confusion and unnecessary expense and delay incident to a multiplicity of fully executed copies of this Agreement, it is understood and agreed that only two fully executed copies of this Agreement shall be maintained. One copy shall be kept on file as a public record in the custody of the Chief of Police of the City of Salem, who shall act as coordinator in arranging for the signing of this Agreement by those agencies desiring to participate. The other fully executed copy shall be kept on file by the Superintendent of State Police or his designee, except as necessary to be released to the Chief of Police of Salem for execution by additional agencies. The Chief of Police of Salem shall notify all parties from time to time as this Agreement is executed by additional parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in their respective names by their duly authorized representatives on the day and year set out opposite the signature of each thereof. Said execution having been theretofore first duly authorized in accordance with law.

CITY OF SALEM, OREGON

____
Mayor
Date: ______________________

Attest:

____
City Recorder

CITY OF AUMSVILLE, OREGON

____
Mayor
Date: ______________________

Attest:

____
City Recorder

CITY OF AURORA, OREGON

____
Mayor
Date: ______________________

Attest:

____
City Recorder

STATE OF OREGON,
by and through its DEPARTMENT
of STATE POLICE:

____
Superintendent
Date: ______________________

MARION COUNTY BOARD OF
COMMISSIONERS

____
Commissioner

____
Commissioner

____
Commissioner
Date: ______________________

POLK COUNTY BOARD OF
COMMISSIONERS

____
Commissioner

____
Commissioner

____
Commissioner
Date: ______________________

CITY OF GERVAIS, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF HUBBARD, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF JEFFERSON, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF KEIZER, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF MT. ANGEL, OREGON

Mayor
Date:

Attest:

City Recorder

YAMHILL COUNTY BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner
Date:

CITY OF SILVERTON, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF STAYTON, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF TURNER, OREGON

Mayor
Date:

Attest:

City Recorder

CITY OF WOODBURN, OREGON

Mayor
Date:

Attest:

City Recorder

requesting such assistance and authorizing the use of said equipment, supplies, materials, and the incurrence of reasonable subsistence expenses.

7. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and no party hereto shall be obligated to reimburse any other for use of manpower. Each party hereto shall protect its own employees performing under this agreement by adequate workers compensation insurance or self insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from the performance of this agreement. Each jurisdiction shall be responsible for the acts of its own employees.

8. Persons arrested by officers whose services are being provided to another agency requesting their service shall be deemed, for all purposes including provision of medical care as required by law, to be in the custody of the agency which requested the assistance under this agreement.

9. It is expressly understood that this agreement does not cover the use of special incident teams such as Special Weapons and Tactics (SWAT), Hostage Negotiations, and Hazardous Devices. Deployment of such special teams to assist another agency must be pursuant to a separate agreement.

10. This agreement shall be and remain in full force and effect for a period of three years from and after the date of execution set out opposite the signature of each party signatory hereto unless sooner terminated as herein provided. This agreement may be modified at any time by mutual consent of the parties hereto. Any party to this agreement may withdraw at any time on thirty (30) days written notice to each of the other parties; and thereafter this Agreement shall continue to exist among the remaining parties. Any party hereto may be excluded from this agreement upon thirty (30) days written notice executed by at least a majority of the parties hereto.

11. It is expressly declared to be the intention of each party signatory hereto that this agreement be entered into with any one or more of the other parties named herein whether or not joined into by all of the parties named herein.

12. The parties hereto and each of them agree that all mutual aid agreements existing between them, to the extent that said agreements cover the same matters covered herein, are hereby cancelled and shall be of no further force or effect.

MUTUAL AID AGREEMENT

This Agreement is made and entered into by and between the undersigned Oregon cities and counties, and the State of Oregon by and through its Department of State Police;

W I T N E S S E T H:

WHEREAS, the parties hereto severally maintain and operate police organizations for the purpose of providing necessary protection within their respective jurisdictions; and

WHEREAS, it is to the mutual advantage of the parties hereto that there be supplementary police aid available in the event of a public occurrence or event that may sorely tax the police facilities of a single party; or that has or threatens to reach a magnitude or duration beyond the ability of a single police agency to control; or which, for the public safety, requires a multi-jurisdictional coordinated effort; and

WHEREAS, the parties hereto contemplate that such supplementary police service would be available in, but not limited to, situations and circumstances such as: riot, unlawful assembly, insurrection, major disaster, apprehension of suspected felons, parades or other events where unusually large gatherings are to be found, search parties, and other instances where the local agency's human resources cannot reasonably be expected to cope with the situation; and further that supplementary police service would be available on a routine basis, as between neighboring jurisdictions, when for whatever reason, a particular police agency is unable to respond immediately to a situation requiring immediate and speedy police response, and the neighboring agency has the present ability to respond; and

WHEREAS, agreement between the parties hereto of the type and for the purpose and desired effect of this agreement is expressly authorized by Chapter 190, Oregon Revised Statutes and is not otherwise prohibited by law; and

WHEREAS, it has heretofore been determined by the governing authority of each of the parties hereto that it is mutually advantageous to render assistance to one another in the field of police protection, and the benefit to be derived by each of the parties hereto from availability of additional police service and support is ample consideration for each to enter into this agreement;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. In the event of a "police problem" within the area of jurisdiction of one of the parties, and the problem is of such gravity and consequence that the regular police personnel of such

OF KEIZER CITY POLICE

City of Keizer
Police Department

Charles R. Stull
Chief of Police

930 Chemawa Rd. N.E. • P.O. Box 8900, Sp. 292
Keizer, Oregon 97303-0890 • 390-3713/390-2000

COUNCIL MEETING: APRIL 4, 1988

AGENDA ITEM NO.: 10

TO: MAYOR AND CITY COUNCIL

FROM: CHARLES R. STULL, CHIEF OF POLICE

THROUGH: RP ROY PAYNE, CITY MANAGER

SUBJECT: LAW ENFORCEMENT MUTUAL AID AGREEMENTS

ISSUE

Shall the City of Keizer enter into a Mutual Aid Agreement with other cities and counties and the State of Oregon through its department of State Police, and shall the City of Keizer enter into a separate agreement with the City of Salem for use of the Salem Police Department's Special Police Operations Team?

BACKGROUND

On September 15, 1986, the Keizer City Council voted to enter into a Mutual Aid Agreement between the City of Keizer and the City of Salem. That original Mutual Aid Agreement was never adopted by the City of Salem because of the agreement language regarding the usage of the Salem Police Department's Special Police Operations Team. Subsequently, two separate agreements have been developed and are attached for council review.

ANALYSIS

The Mutual Aid Agreement would allow the City of Keizer to request law enforcement assistance in the event of a public occurrence that has threatened to reach a magnitude or duration beyond the ability of the Keizer Police Department to handle or control. An example of these situations or circumstances might be a riot, unlawful assembly, organized demonstrations, major disaster, apprehension of suspected felons, etc.

The second separate agreement deals with the issue of utilizing the Salem Police Department Special Police Operations Team. This agreement would allow the City of Keizer to call upon the Salem Police Department's Special Police Operations Team to handle potentially hazardous life threatening situations where the likelihood of serious injury or death is eminent. An example of these types of situations would be armed suspects,

15. It is expressly understood that this Agreement does not cover the use of special incident teams such as Special Weapons and Tactics (SWAT), Hostage Negotiations, and Hazardous Devices. Deployment of such special teams to assist another agency must be pursuant to a separate agreement.

16. The term of this Agreement shall be perpetual, subject to the right of any party to withdraw as provided herein. These General Conditions may be modified at any time by mutual consent of all agencies who are then parties hereto. Any party to this Agreement may withdraw at any time on thirty (30) days written notice to the Chief of Police of the City of Salem. Thereafter this Agreement shall continue to exist among the remaining parties. Any party hereto may be excluded from this Agreement upon thirty (30) days written notice executed by at least a majority of the agencies who are then parties hereto. Upon withdrawal or exclusion of a party, the Chief of Police of Salem shall give prompt written notice of such act to the chief officers of all remaining parties.

17. It is expressly declared to be the intention of each party signatory hereto that its participation in this Agreement is not dependent on the participation of any other law enforcement agency, whether or not already a party hereto.

18. The parties hereto and each of them agree that all mutual aid agreements existing between them, to the extent that said agreements cover the same matters covered herein, are hereby canceled and shall be of no further force or effect.

19. Any law enforcement agency eligible as described in paragraph 1 of these General Conditions may become a party to this Agreement by appropriate action of its governing body or other official or body having the authority to enter into intergovernmental agreements on behalf of the agency, causing two copies of an Agreement in the form attached hereto as Exhibit A to be signed on its behalf by its duly authorized official or officials, and delivering both copies to the Chief of Police of the City of Salem. Upon such delivery the Chief of Police of Salem shall transmit one original to the Superintendent of the Oregon Department of State Police, keep the other on file, acknowledge receipt in writing to the agency, and notify all other parties of the addition of such agency as a party.

-- End of General Conditions --

MID-WILLAMETTE VALLEY
POLICE MUTUAL AID AGREEMENT

General Conditions
June 1, 1991

1. These General Conditions are intended to provide the framework of benefits and obligations within which any Oregon law enforcement agency with jurisdiction in Marion, Polk or Yamhill Counties may obtain the aid and assistance of any other agency which has agreed to be bound by the same conditions.

2. The term "this Agreement" refers to the collective agreements by which law enforcement agencies consent to and are bound to these General Conditions, and includes these General Conditions themselves. The term "Party" includes every agency which has signed such an agreement.

3. It is to the mutual advantage of the parties hereto that there be supplementary police aid available should a public occurrence or event sorely tax the police facilities of a single party, threaten to reach a magnitude or duration beyond the ability of a single police agency to control, or, for the public safety, require a multi-jurisdictional coordinated effort.

4. The parties contemplate that such supplementary police service would be available in, but not limited to, situations and circumstances such as: riot, unlawful assembly, insurrection, major disaster, apprehension of suspected felons, parades or other events where unusually large gatherings are to be found, search parties, and other instances where the local agency's human resources cannot reasonably be expected to cope with the situation; and further that supplementary police service would be available on a routine basis, as between neighboring jurisdictions, when, for whatever reason, a particular police agency is unable to respond immediately to a situation requiring immediate and speedy police response and the neighboring agency has the present ability to respond.

5. This Agreement is of a type and for a purpose expressly authorized by Chapter 190, Oregon Revised Statutes and is not otherwise prohibited by law.

6. The governing authority of each party has determined that it is mutually advantageous to render assistance to and receive assistance from other parties, and the benefit to be derived by each of the parties from availability of additional police service and support is ample consideration for each to enter into this Agreement.

7. If there is a "police problem" within the area of jurisdiction of one of the parties, and the problem is of such gravity and consequence that the regular police personnel of such party cannot readily control or suppress the same, the senior police officer on duty may request assistance from one or more of the parties to this Agreement by notifying the Police Chief, Sheriff or their designated officer on duty of the agency from whom assistance is requested.

8. Upon receipt of such request for aid, the agency to whom the request is made shall respond at its fullest ability without, in its judgment, compromising its ability and resources to

MID-WILLAMETTE VALLEY
POLICE MUTUAL AID AGREEMENT

1. On the day and year last set forth below, **The City of Keizer, Oregon, for its Police Department** ("Agency"), based upon duly adopted action or authority of its governing body or other official or body having authority to enter into intergovernmental agreements on behalf of the Agency, agrees to and accepts the MID-WILLAMETTE VALLEY POLICE MUTUAL AID AGREEMENT GENERAL CONDITIONS dated June 1, 1991, and agrees to become a party to a multi-agency mutual aid system governed by those General Conditions.

2. All prior agreements concerning the same subject matter and scope of coverage are hereby terminated as of the date last set forth below.

IN WITNESS WHEREOF the Agency has caused this Agreement to be signed, in duplicate, by its duly authorized representatives as of this 10th day of June, 1991.

THE CITY OF KEIZER, OREGON

By: Charles R. Still
Title: Chief of Police

Attest: ____________________
Title: City Manager

APPROVED AS TO FORM:

____
Legal Counsel

CITY OF DALLAS, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

CITY OF INDEPENDENCE, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

CITY OF NEWBERG, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

CITY OF MONMOUTH, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

CITY OF WILLAMINA, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

CITY OF AMITY, OREGON

____
Mayor
Date: ____________________

Attest:

____
City Recorder

identified as a special team for purposes of this Agreement by Salem's Chief of Police.

ARTICLE 2. - PROCEDURES

2.1. User may request the services of Salem's special teams only by direct request from its Duty Commander upon express approval of its Chief Officer. Such request shall be communicated directly by User's Duty Commander to Salem's Duty Commander, and shall include an explicit confirmation that User's Chief Officer has been informed of and specifically authorized that particular request.

2.2. Salem's Duty Commander will respond to the User within 15 minutes whether a request will be honored or not. Salem, through its chief Officer and Duty Commander reserve complete and sole discretion to grant or deny any request for the use of special teams.

2.3. Upon approval of a request an Incident Commander from Salem's Police Department will be assigned and officers assigned to comprise the team or teams. User will assign a Liaison Officer and notify Salem's Duty Commander. Salem expressly disclaims all responsibility for time of response. Arrival of individual team members in sufficient strength to assume operational responsibility for an incident is dependent upon factors such as availability of equipment, scheduled vacations and days off, other special assignments, etc., some of which are beyond Salem's control and others are within Salem's sole discretion and judgment as to priority of assignment.

2.4. Once Salem's Incident Commander arrives at the scene of the incident, the Liaison Officer will brief the Incident Commander and define the goals and objectives to be met in resolving the incident. The Incident Commander will assess the situation and inform the Liaison Officer of the necessary incident perimeter and any necessary preliminary operations which can be done by the User (road blocks, evaluation, intelligence gathering, establishing communications with utilities, etc.). When, in the judgment of the Incident Commander, an effective liaison has been established and sufficient special team personnel and equipment are ready, he or she will assume command of the incident and so notify the Liaison Officer.

2.5. User shall provide support, facilities, consumables, perimeter security, and other assistance as requested by the Incident Commander until command of the incident is reassumed by or relinquished to the User as provided in Section 4.1.

2.6. While in command of the incident, the Incident Commander shall have sole authority to direct and control special team members, and any User agency officers who may be given special limited duties within the incident perimeter. The User

3.7. Any persons arrested by Salem police officers acting under this Agreement shall be deemed for all purposes, including provision of medical care as required by law, to be in the custody of the User and not Salem.

ARTICLE 4. - TERMINATION

4.1. The participation of Salem's personnel in any incident may be terminated by:

4.1.1. The Incident Commander upon that officer's determination that the incident is resolved, and notification thereof to the Liaison Officer;

4.1.2. The Incident Commander when, in that officer's discretion and judgment, it appears that further participation of Salem personnel would represent an unreasonable risk to their safety or welfare, or to the safety of others not involved in the incident;

4.1.3. The User's Chief Officer or Duty Commander upon notice to the Incident Commander.

4.2. Upon termination of Salem personnel's participation in an incident, the Incident Commander shall notify the Liaison Officer of their withdrawal and the reasons therefor. Salem personnel shall thereafter have no further authority or responsibility with respect to the incident.

4.3. Within 48 hours after termination of participation in an incident, Salem shall provide User with copies of such incident reports as would be produced by its officers involved in a similar incident in Salem; provided, however, that this shall not obligate Salem to furnish copies of reports generated by personnel from another agency, Internal Affairs reports, or reports prepared in anticipation of any potential administrative or judicial proceeding.

ARTICLE 5. - TERM AND CANCELLATION

5.1. This Agreement may be cancelled by either party upon 30 days prior written notice to the Chief Officer of the other.

5.2. Except as provided in Section 5.1., this Agreement shall continue in force and effect for a period of three years from the most recent date of execution set forth below.

ARTICLE 6. - MISCELLANEOUS

6.1. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior written and verbal agreements, representations, and understandings with respect to the same subject matter.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R91-________

RESOLUTION OF THE CITY COUNCIL APPROVING
THE MID-WILLAMETTE VALLEY POLICE MUTUAL AID AGREEMENT
AND REPEALING RESOLUTION R88-337

WHEREAS, The City Council approved Resolution R88-337 approving a Law Enforcement Mutual Aid Agreement; and

WHEREAS, That agreement expired in June 1991, and the City Council wishes to renew that agreement; and

WHEREAS, There has been proposed a Mid-Willamette Valley Police Mutual Agreement that takes the place of the former Mutual Aid Agreement,

THEREFORE, the City Council approves the Mid-Willamette Valley Police Mutual Aid Agreement dated June 1, 1991, and repeals Resolution R88-337.

CITY OF KEIZER MISSION STATEMENT

KEEP CITY GOVERNMENT COSTS AND SERVICES TO A MINIMUM BY PROVIDING BASIC CITY SERVICES TO THE COMMUNITY IN A COORDINATED, EFFICIENT AND LEAST COST FASHION.

A G E N D A

KEIZER CITY COUNCIL
Monday, July 1, 1991
7:30 p.m.
Keizer City Hall
Robert L. Simon Council Chambers

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY - This time is provided for citizens to address the Council on matters not on the agenda.

4. COMMITTEE REPORTS

5. PUBLIC HEARINGS

   a. McNary Activity Center Plan (Continued from 6/17/91 meeting)

6. BID AWARD - Remodel of Restrooms in City Hall and Police Department.

7. BID AWARD - 1991-92 Resurfacing of Streets.

8. ORDINANCE - Systems Development Charge.

9. DISCUSSION - Approval of Facilitator for Team Building.

10. DISCUSSION - Authorization to Use Property Pulled from Auction.

11. OTHER BUSINESS - This time is provided to allow Council members the opportunity to bring matters before the Council which are not on tonight's agenda.

12. WRITTEN COMMUNICATIONS - To inform the Council of significant written communications and petitions.

13. AGENDA INPUT - July 15, 1991

    * Public Hearing - Lydon Subdivision Appeal, KSUB 91-1

    * Certification of Delinquent Sewer Accounts

14. ADJOURN

Mark Grenz conflict of Interest on 7/15/91 Agenda. Dan Siegel

6.2. The terms and conditions hereof are severable, and independent. Invalidity of any part hereof shall not be construed as impairing the validity or enforceability of the remainder.

6.3. This Agreement may be waived or modified, in whole or in part, permanently or pro tempore, only by prior written agreement of the parties. No other waiver, modification, or amendment may be made, and no representation purporting to do so may be relied upon by either party.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF SALEM, OREGON	CITY OF KEIZER, OREGON:
By: ______________________ Mayor	By: ______________________ Mayor
ATTEST:	ATTEST:
______________________ City Recorder	______________________ City Recorder

agency shall be responsible for maintaining perimeter security, and for all support operations.

ARTICLE 3. - LEGAL STATUS OF PARTIES AND PARTICIPANTS

3.1. The sole operational functions of the City of Salem, its Chief Officer, and Duty Commander are to review requests for special teams; and, if approved, assign an Incident Commander and team members. Once so assigned, the Incident Commander and team members are agents of the User, and are entitled to indemnity and defense by the User pursuant to ORS 30.260 to 30.300 as agents of the User.

3.2. Any and all employees of Salem involved in the selection, and equipping of the Incident Commander and team members do so as agents of the User, and are likewise entitled to indemnity and defense by the User pursuant to ORS 30.260 to 30.300.

3.3. Selection, assignment, discipline, and training of Salem's special team members, generally, is done without consideration of their use in such capacity by other agencies. Salem's Chief of Police, City Manager, and Common Council have in their discretion, chosen and approved the nature and level of training and qualifications of police command officers and special team members to suit what they believe to be the proper balance between available resources and public needs. User agrees that Salem makes its special teams and Incident Commanders available hereunder without any representation as to the suitability or applicability of their training, equipment, or qualifications in incidents outside the City of Salem; and acknowledges that Salem's discretion, through its officers, employees and agents, as to the fitness, training, equipment, character, and ability of its command officers and special team members is discretionary within the scope and meaning of ORS 30.265(3)(c).

3.4. To the extent it lawfully may under the Constitution and laws of Oregon, the User agrees to indemnify, defend, and save harmless the City of Salem, its officers, employees and agents from and against any and all claims, actions, and appeals arising out of or incident to User's use of Salem's personnel under this Agreement.

3.5. User shall reimburse Salem for the actual cost of any consumables used by special teams in connection with their operations under this Agreement.

3.6. Salem shall pay all salary and fringe benefit costs, including Workers' Compensation coverage as required by law and also including overtime compensation if any, incurred with respect to its personnel furnished to User hereunder.

AGREEMENT FOR USE OF
SPECIAL POLICE OPERATIONS TEAMS

This Agreement is made between the City of Salem, an Oregon municipal corporation ("Salem"), and City of Keizer, Oregon, ("User"), for the purpose of establishing terms and conditions for the use of Salem's special operations teams by User.

This Agreement is entered into pursuant to ORS Chapter 190; and has as its further consideration the mutual benefits, obligations, reservations and protections herein contained.

ARTICLE 1. - DEFINITIONS

1.1. "Chief Officer" means the User's Chief of Police, Sheriff, or other head of the User's law enforcement agency; or the person who, by law, administrative rule, or special appointment, is acting in that capacity in the absence of the permanent head of the agency.

1.2. "Consumables" means ammunition, food, and other materials used by a special team which, once used, are unsuitable for further use "as is." The term does not include fuel, lubricants, etc. consumed by vehicles used for transport of special teams and their equipment.

1.3. "Duty Commander" means the Shift Commander, Watch Commander, Force Commander, Station Commander, or other officer who is on duty as supervisor in charge of a law enforcement agency's operations.

1.4. "Incident Commander" means the officer assigned by Salem to supervise and command the operations of one or more special teams at an incident, and to have full command of all other law enforcement operations and activities within the incident perimeter.

1.5. "Incident Perimeter" means the geographic perimeter as established or modified from time to time by the Incident Commander, and within which the Incident Commander is in charge of all law enforcement operations.

1.6. "Liaison Officer" means a supervisory officer assigned by the User's Duty Commander to assist, coordinate, and maintain communication between the Salem Incident Commander and the User's Duty Commander.

1.7. "Special Team" includes the Special Weapons and Tactics Team ("SWAT"), the Hostage Negotiations Team, the Hazardous Devices Team, and any other special capability team created by Salem to handle specialized high risk police operations and

City of Keizer
Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

CITY COUNCIL MEETING: July 1, 1991

AGENDA ITEM NUMBER: 5a

TO: MAYOR AND CITY COUNCIL

THROUGH: DONALD H. OTTERMAN M.S.PA, CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: MCNARY ACTIVITY CENTER PLAN - CONTINUED PUBLIC HEARING

DISCUSSION:

The public hearing on the draft McNary Activity Center Plan was opened on June 3, 1991, and held open for two more Council meetings, June 17th and tonight. At the June 3rd meeting, the Chair of the Planning Commission discussed with the Council the major components of the Commission's findings and recommendations. At the June 17th meeting, staff presented the Commission's final draft of the Plan and the implementing ordinances.

Staff has encouraged citizens wishing to present testimony on this Plan to wait until July 1 so they and the Council have the final Planning Commission draft before them. This delay was requested by Staats Corporation, one of the property owners in the area.

Staff recommends the Council close the hearing tonight and direct Staff to prepare an analysis of each point raised in the testimony. This analysis will be returned to the Council for its deliberations on the Plan at its August 5th meeting.

Three people testified at the June 17th hearing. The analysis of their testimony is attached. This format will be used for the additional analysis of tonight's testimony.

RECOMMENDATION:

The Council close the hearing tonight and direct Staff to prepare an analysis of each point raised in the testimony to be returned to the Council for its deliberations on the Plan at its August 5th meeting.

Financial **Speaker**

* Fiscal impact analysis should be required of developers. .Cunningham, J.
* Staats Lake developer's financial strength should be known. .Cunningham, J.
* _STAFF RESPONSE
  When discussing fiscal impacts, the Planning Commission decided fiscal impact analysis should not be required exclusively within the McNary Activity Center. Rather, consideration should be made of requiring such analysis throughout the City.

  Statements of fiscal responsibility are not required with any development process in Keizer. For the construction of public improvements, financial security is required. But, there is no requirement to show financial strength in relation to capability to get a project completed.

Mixed Use **Speaker**

* Oppose mixed use .Cunningham, J.
* _STAFF RESPONSE
  The mixed use concept is acknowledged to be different than traditional development patterns. However, this type of new land use pattern is being recognized nationally and locally as important is assuring livable neighborhoods and communities in the future. The mixed use zone will provide the opportunity for new development patterns that may better meet citizen's needs that traditional development patterns.

Notice **Speaker**

* Inadequate notice was given to the Public .Cunningham, G.

Values | **Speaker**

* _STAFF RESPONSE
The mixed use zone allows a broad variety of uses so developers can best respond to market demands. Land values will be determined by these demands.

Notice **Speaker**

* _STAFF RESPONSE
Development and adoption of comprehensive plan amendments that impact multiple properties are legislative changes rather than quasi-judicial. Therefore, there is no requirement than any property owners either inside or adjacent to the plan area receive individual notice. The only required notice is the legal notice in the newspaper. Despite the minimal legal requirements, the Staff has a mailing list of owners within the Activity Center and has provided notices and materials to them on a regular basis. In addition, Hillman Properties and a representative of the homeowners association within McNary Estates are also on the list.

Park **Speaker**

* Park north of school has limited parking. Adding facilities will compound problem. .Cockrell
* _STAFF RESPONSE
Neighborhood parks often provide no or minimal parking since they are intended to be within walking distance of the population they serve. In this area they are often combined with schools. This allows joint use of the school parking. Staff is not aware of any parking problems with the 12 school/park developments located within Salem.

Process **Speaker**

* Do not give the developer total control of the project. .Cockrell
* _STAFF RESPONSE
The Plan draft sets basic guidelines for development and allows developers to put together creative projects meeting the guidelines and responding to the market. The Staff and Planning Commission both believe this is the best direction for the City to take.

Values **Speaker**

* Property east of River Road is too valuable for Mixed Use zone. .Cockrell

Circulation	Speaker
* McNary Estates homeowners may not allow access to McNary Estate Drive.	.Cockrell
* Staats Lake and McNary Estates should connect. City can use eminent domain to force connection.	.Cockrell
* Staats Lake project will create traffic congestion and air pollution.	.Cunningham, J.

* _STAFF RESPONSE

There is no plan to connect to McNary Estates Drive except for the extension of McClure. This will provide the needed interconnect between these two neighborhood areas.

While the Staats Lake project will increase traffic on the surrounding streets, the development of the property is in keeping with the Comprehensive Plan. The SKATS Transportation Plan was developed based on the land use plan foor the area and anticipates the traffic that will be generated. The traffic impacts from specific development proposals will be evaluated and needed improvements, such as signals, will be required where warranted by a project.

Environmental	Speaker
* Staats Lake project will create traffic congestion and air pollution.	.Cunningham, J.
* Wetlands and Wildlife are concern.	.Cockrell
* Potential pollution of Staats Lake.	.Cockrell

* _STAFF RESPONSE

Air Pollution is not considered to be a factor in the development of Staats Lake. Traffic should be managed adequately within and adjacent to the project to assure pollution from traffic congestion will not occur.

The wetlands and wildlife concerns are addressed through the policies.

The only significant potential source of pollution of Staats Lake with the surrounding area being developed would be from lawn fertilization. This has not been considered to be a problem.

City of Keizer - *Public Works Department*

Phone: 390-3700 • 393-1608
930 Chemawa Rd. N.E. • P.O. Box 21030 • Keizer, Oregon 97307-1030

COUNCIL MEETING: JULY 1, 1991

AGENDA ITEM NO.: 6

TO: MAYOR AND CITY COUNCIL

THROUGH: DONALD H. OTTERMAN M.S.PA, CITY MANAGER DHO

FROM: WALLY MULL, PUBLIC WORKS DIRECTOR

SUBJECT: REMODEL OF RESTROOMS IN CITY HALL AND THE POLICE DEPARTMENT

Since the purchase of the old school building and the occupation of the buildings as City Hall and the Police Department, the restrooms have been inadequate. The old fixtures have required a lot of maintenance and do not meet State and Federal laws requiring handicap access.

Bids were opened on June 11, 1991 to remodel the existing restrooms and bring them into compliance with State and Federal laws requiring handicap access.

Five bids were received from D & L Peterson Construction Co., K & L General Contractors, Paragon Construction Company, Coalman Construction Company and Gold Seal construction Company. The two restrooms in City Hall and the Police Department were bid on separately, allowing the city to accept the best bid on each project. However, Coalman Construction Company, of Salem, was the low bidder on BOTH projects at a total cost of $39,167.

Money from Revenue Sharing is available in the 1991-92 budget to pay for this remodeling.

RECOMMENDATION

Staff recommends that City Council **AWARD** the bid to remodel restrooms in City Hall and the Police Department to Coalman Construction Company, of Salem, at a price of $39,167.

WM:clm

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City of Keizer - Public Works Department
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930 Chemawa Rd. N.E. • P.O. Box 21030 • Keizer, Oregon 97307-1030

COUNCIL MEETING: JULY 1, 1991

AGENDA ITEM NO.: 7

TO: MAYOR AND CITY COUNCIL

THROUGH: DONALD H. OTTERMAN M.S.PA, CITY MANAGER DHO

FROM: WALLY MULL, PUBLIC WORKS DIRECTOR

SUBJECT: 1991-92 RESURFACING OF STREETS

DISCUSSION

On June 5, 1991 sealed bids were received, publicly opened and read for the resurfacing of various city streets in Keizer. The proposals were divided into four projects, depending on vicinity of the street. Bids were received from four local contractors; D & D Paving of Salem, Salem Road & Driveway of Salem, Morse Brothers of Lebanon and North Santiam Paving Company of Stayton. D & D Paving of Salem was the low bidder on all four projects with a total bid of $243,110.50. The city currently had budgeted $300,000 for 1991-92 resurfacing. Remaining money will be used in the planned resurfacing of Lockhaven, McLeod to 14th Avenue N.E., later this summer.

RECOMMENDATION

Staff recommends City Council AWARD all four projects to D & D Paving Company of Salem as the low bidder meeting the specifications.

WM:clm

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Engineer's Estimate	No. 1	$109,617.50
	No. 2	$ 25,960.00
	No. 3	$ 37,279.50
	No. 4	$ 70,253.50
Total		$243,110.50

This office recommends that the City Council award all four contracts to D & D Paving Co. of Salem as the low bidder meeting the specifications.

Enclosed for your review is a summary of the bids received for this project.

Sincerely,

Alan M Haley (for)

Robert J. Hansen
Director of Public Works

GDD:mhg

c: Dave Chamness

0607keizeraward.gdd

BID PROPOSAL FOR:

1991 RESURFACING OF
CITY OF KEIZER STREETS

DATE: June 5, 1991

No	ITEM	QUANTITIY	UNIT	BIDDER: Engineer's Estimate UNIT PRICE	AMOUNT	BIDDER: D & D Paving Co. P.O. Box 13105 Salem, Or. 97309 Tom Weir Ph. 503-3644 UNIT PRICE	AMOUNT	BIDDER: Salem Road and Driveway Co. P.O. Box 12927 Salem, Or. 97309 Bob Cole Ph. 585-5656 UNIT PRICE	AMOUNT	BIDDER: Morse Bros., Inc. P.O. Box 7 Lebanon, Or. 97355 Stephen Frey Ph. 451-5141 UNIT PRICE	AMOUNT	BIDDER: North Santiam Paving Co. P.O. Box 516 Stayton, Or. 97383 Lee Bensing Ph. 769-3436 UNIT PRICE	AMOUNT
	Concrete in Overlay	63	Ton	$33.00	$2,079.00	$30.71	$1,934.73	$37.75	$2,378.25	$37.70	$2,375.10	No Bid	No Bid
3.	Adjust Utility Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
	4th Place Keizer												
1.	Flaggers	8	Hours	$30.00	$240.00	$25.00	$200.00	$32.52	$260.16	$29.00	$232.00	No Bid	No Bid
2.	1/4"-0" Shoulder Rock	8	Ton	$15.00	$120.00	$40.00	$320.00	$29.45	$235.60	$29.00	$232.00	No Bid	No Bid
3.	Class "C" Asphalt Concrete in Overlay	166	Ton	$33.00	$5,478.00	$30.71	$5,097.86	$37.75	$6,266.50	$37.70	$6,258.20	No Bid	No Bid
4.	Pavement Removal	12	Sq.Yd.	$42.00	$504.00	$25.00	$300.00	$9.80	$117.60	$18.00	$216.00	No Bid	No Bid
5.	Adjust Utility Structures	2	Each	$25.00	$50.00	$15.00	$30.00	$11.00	$22.00	$23.00	$46.00	No Bid	No Bid
	Wayne Drive Keizer												
1.	Flaggers	8	Hours	$30.00	$240.00	$25.00	$200.00	$32.52	$260.16	$29.00	$232.00	No Bid	No Bid
2.	Class "C" Asphalt e Concrete in Overlay	96	Ton	$33.00	$3,168.00	$30.71	$2,948.16	$37.75	$3,624.00	$37.70	$3,619.20	No Bid	No Bid
	Contract No. 2 TOTAL			Total	$25,960.00	Total	$24,189.87	Total	$29,116.47	Total	$29,173.90	Total	$0.00
3	Verda Lane Keizer												
1.	Flaggers	32	Hours	$30.00	$960.00	$25.00	$800.00	$32.24	$1,031.68	$27.00	$864.00	$24.00	$768.00
2.	Pilot Car	8	Hours	$40.00	$320.00	$30.00	$240.00	$34.34	$274.72	$25.00	$200.00	$35.00	$280.00
3.	General Excavtion to a Nominal Depth of 2" one side	3,950al	Feet	$0.75	$2,962.50	$0.55	$2,172.50	$0.34	$1,343.00	$0.35	$1,382.50	$0.65	$2,567.50
4.	3/4"-0" Shoulder Rock	160	Ton	$12.50	$2,000.00	$11.00	$1,760.00	$9.72	$1,555.20	$14.50	$2,320.00	$20.00	$3,200.00
5.	Class "B" Asphalt Concrete in Base Plug	25	Ton	$33.00	$825.00	$40.00	$1,000.00	$53.42	$1,335.50	$35.00	$875.00	$65.00	$1,625.00
6.	Class "B" Asphalt Concrete in Overlay	889	Ton	$33.00	$29,337.00	$24.88	$22,118.32	$28.82	$25,620.98	$30.00	$26,670.00	$35.75	$31,781.75
7.	Extra for Road Conn.	2	Each	$250.00	$500.00	$250.00	$500.00	$177.00	$354.00	$270.00	$540.00	$150.00	$300.00
8.	Adjust Utility Structures	15	Each	$25.00	$375.00	$15.00	$225.00	$11.00	$165.00	$23.00	$345.00	$20.00	$300.00
	Contract No. 3 TOTAL				$37,279.50		$28,815.82		$31,680.08		$33,196.50		$40,822.25
4	5th Avenue Keizer												

BID PROPOSAL FOR:

1991 RESURFACING OF
CITY OF KEIZER STREETS

DATE: June 5, 1991

			BIDDER: Engineer's Estimate		BIDDER: D & D Paving Co. P.O. Box 13105 Salem, Or. 97309 Tom Weir Ph. 503-3644		BIDDER: Salem Road and Driveway Co. P.O. Box 12927 Salem, Or. 97309 Bob Cole Ph. 585-5656		BIDDER: Morse Bros., Inc. P.O. Box 7 Lebanon, Or. 97355 Stephen Frey Ph. 451-5141		BIDDER: North Santiam Paving Co. P.O. Box 516 Stayton, Or. 97383 Lee Bensing Ph. 769-3436	
No ITEM	QUANTITIY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
3rd Avenue Keizer												
1. Flaggers	16	Hours	$30.00	$480.00	$25.00	$400.00	$32.43	$518.88	$25.00	$400.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	259	Ton	$33.00	$8,547.00	$29.61	$7,668.99	$33.79	$8,751.61	$30.80	$7,977.20	No Bid	No Bid
3. Removal of Conc. Ramp	1	Each	$65.00	$65.00	$25.00	$25.00	$57.00	$57.00	$85.00	$85.00	No Bid	No Bid
4. Adjust Utility Structures	3	Each	$25.00	$75.00	$15.00	$45.00	$11.00	$33.00	$23.00	$69.00	No Bid	No Bid
Glynbrook Street Keizer												
1. Flaggers	32	Hours	$30.00	$960.00	$25.00	$800.00	$32.43	$1,037.76	$25.00	$800.00	No Bid	No Bid
2. Pilot Car	8	Hours	$40.00	$320.00	$30.00	$240.00	$34.34	$274.72	$23.00	$184.00	No Bid	No Bid
3. Class "C" Asphalt Concrete in Overlay	650	Ton	$33.00	$21,450.00	$29.61	$19,246.50	$31.71	$20,611.50	$30.80	$20,020.00	No Bid	No Bid
4. Extra for Road Conn.	1	Each	$250.00	$250.00	$250.00	$250.00	$177.00	$177.00	$270.00	$270.00	No Bid	No Bid
5. Adjust Utility Structures	7	Each	$25.00	$175.00	$15.00	$105.00	$11.00	$77.00	$23.00	$161.00	No Bid	No Bid
Bolin Court Keizer												
1. Flaggers	4	Hours	$30.00	$120.00	$25.00	$100.00	$32.43	$129.72	$25.00	$100.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	69	Ton	$33.00	$2,277.00	$29.61	$2,043.09	$31.71	$2,187.99	$30.80	$2,125.20	No Bid	No Bid
3. Adjust Utility Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
Mulvehill Court Keizer												
1. Flaggers	4	Hours	$30.00	$120.00	$25.00	$100.00	$32.43	$129.72	$25.00	$100.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	69	Ton	$33.00	$2,277.00	$29.61	$2,043.09	$31.71	$2,187.99	$30.80	$2,125.20	No Bid	No Bid
3. Adjust Utility Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
Denny Court Keizer												
1. Flaggers	4	Hours	$30.00	$120.00	$25.00	$100.00	$32.43	$129.72	$25.00	$100.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	70	Ton	$33.00	$2,310.00	$29.61	$2,072.70	$31.71	$2,219.70	$30.80	$2,156.00	No Bid	No Bid
3. Adjust Utility												

City of Keizer

Administration
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CITY COUNCIL MEETING: July 1, 1991

AGENDA ITEM NUMBER: 8

TO: MAYOR AND CITY COUNCIL

THROUGH: DONALD H. OTTERMAN M.S.PA,
CITY MANAGER

FROM: JOHN N. MORGAN, AICP
COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: SYSTEMS DEVELOPMENT CHARGE ORDINANCES

DISCUSSION:

State statute requires Systems Development Charge (SDC) ordinances meet certain standards in how they are constructed, how the charges are determined, and how the money is spent. Any SDC levied after July 1, 1991 must conform to the statute.

The City's system development charge ordinances are being revised to bring them into conformance with the statute. The revised water system development charge ordinance was adopted on June 17, 1991. A proposed sewer system development charge ordinance is attached.

This sewer ordinance replaces the existing ordinance yet maintains most of its language. The functional changes deal with the role of the systems development charge and how the charge is determined.

The actual system development charges are not changing as a result of this ordinance and resolutions. Staff will be reviewing these charges and bringing recommendations to the Council within the next few months. Staff will also be returning with revisions to the existing parks system development charge, and with evaluations of potential transportation and storm drainage SDC's.

RECOMMENDATION:

It is recommended Council adopt a bill for an ordinance establishing a sewer systems development charge and declare an emergency.

(c) Development. (1) The first establishment of a use involving the construction or the placing of a structure upon a parcel of land that was prior to that event not occupied by any structure, or (2) any construction, alteration or change of occupancy which increases the usage of any capital improvement or which creates the need for additional capital improvements.

(d) Multi-Family. Means any building or portion thereof with three or more dwelling units served by a single water meter.

(e) Owner. The legal owner of record of land or, where there is a recorded land contract which is in force, the purchaser thereunder.

(f) Public Improvement Charge. A fee for costs associated with capital improvements to be constructed.

(g) Qualified Public Improvement. An improvement that is:

(1) Required as a condition of residential development approval;

(2) Identified in the capital improvement plan set forth in Section 6; and

(3) Not located on or contiguous to property that is the subject of residential development approval.

(h) Reimbursement Fee. A fee for costs associated with capital improvements already constructed or under construction.

(i) System Development Charge or SDC. A reimbursement fee, a public improvement charge, or a combination thereof, assessed or collected any of the times specified in Section 4 and Section 7 of this Ordinance. That portion of the charge dedicated to the

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

Section 5. DEDICATED FUNDS FROM SYSTEM DEVELOPMENT CHARGE. The revenues received from the systems development charges shall be budgeted and expended as provided by state law. To this end, the SDC collected under Section 4 shall be dedicated in the amount and for the following purposes:

(a) Residential

$150 - Willow Lake Wastewater Treatment Plan expansion

(b) Multi-family

$75 - Willow Lake Wastewater Treatment Plant expansion

(c) Commercial - Industrial - Institutional

100% of sewer SDC - Willow Lake Wastewater Treatment Plant expansion

Section 6. USE OF CHARGE, SPECIAL FUND. (a) All of the moneys dedicated under Section 5 shall be used only for the cost of projected capital improvements needed to increase the capacity of the Willow Lake Wastewater Treatment Plant as provided for in the City of Salem's duly approved Capital Improvement Plan, including the costs of developing system development charge, methodology and providing an annual accounting of such SDC expenditures, provided further, said revenues may be pledged and used toward payment of principal and interest on bonds issued for the purpose of financing the extra capacity facilities.

(b) All moneys collected under this Ordinance shall be placed in the City of Salem's "Extra Capacity Water and Sewer Facilities Charge Fund" which Salem has established and shall be used for the purposes and in the manner set forth in this section.

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4855 River Rd. N.
Keizer, Oregon 97303
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(1) Such reconstruction or repair is done pursuant to a building permit issued within one year after such damage or destruction; and

(2) There is no change in water meter size.

(b) Moving a building or structure from a lot which had City sewer and water service to another lot where City water and sewer service is available and provided there is no change in water meter size.

(c) Replacement structures for any forced acquisition wherein a building or structure is acquired for city purposes through eminent domain provided that:

(1) The owner obtains a building permit for the replacement structure within two years of the acquisition, and

(2) There is no change in water meter size.

(d) The City of Keizer, Oregon.

(e) Nothing in this Ordinance shall be construed as imposing a charge upon any person when imposition of such charge upon that person would be in violation of the Constitution of the United States or the Constitution of the State of Oregon.

Section 9. SYSTEM DEVELOPMENT CHARGE CREDIT. (a) A credit against the SDC shall be allowed for the construction of a qualified public improvement.

(b) If a qualified public improvement is partially located on and partially located off property that is the subject of the residential development approval, the credit shall be only for the cost of that portion of the improvement not located on or wholly

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Section 12. Ordinance 90-162, an ordinance establishing a sewer system development charge for waste water treatment facilities, passed January 2, 1990, is hereby repealed.

Section 13. That the provisions of this Ordinance shall be implemented upon its passage.

Section 14. This act being necessary for the immediate preservation of the public peace, health, and safety, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after the day of its passage.

PASSED this _____ day of ____________________, 1991.

SIGNED this _____ day of ____________________, 1991.

____
Mayor

____
City Recorder

824M.002

LIEN, HOBSON & JOHNSON
Attorneys at Law
4855 River Rd. N.
Keizer, Oregon 97303
(503) 390-1635

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City of Keizer

1982

Administration
930 Chemawa Rd. N.E. • P.O. Box 21000
Keizer, Oregon 97307-1000 • (503) 390-3700

COUNCIL MEETING: JULY 1, 1991

AGENDA ITEM NO.: 10

TO: MAYOR AND CITY COUNCIL

FROM: DONALD H. OTTERMAN M.S.PA, CITY MANAGER DHO

SUBJECT: APPROPRIATION OF UNCLAIMED PERSONAL PROPERTY FOR PUBLIC PURPOSES

DISCUSSION

The city, every six (6) months, conducts an auction to dispose of property that has been in the custody of the City of Keizer, through actions of the Police Department. Ordinance 88-117 establishes a procedure for the auctioning of items that have been in the custody of the city, and also establishes that the city may appropriate, for public purposes, items that are needed by the city and would normally be auctioned.

The city recently conducted an auction and there were a total of twelve (12) items in the auction that I felt could be useful for the city, and I requested that those items be set aside from the remainder of the items auctioned, so that I could take this matter to the City Council and request their approval to appropriate these items for public purpose.

Section 1D, of Ordinance 88-117, states that, "Upon recommendation by the Keizer City Manager and approval by the Keizer City Council, unclaimed personal property in Keizer's possession may be appropriated for public purposes by Keizer and not disposed of under the terms of this Ordinance."

I had asked the Police Department to prepare a listing of the evidence items that had been separated in the auction for the City Council to consider appropriation for public purposes. Those items are listed on the attached memorandum.

RECOMMENDATION

All of these items can be used by the city to benefit the public and my recommendation is that the City Council concur

Keizer Police Department
MEMORANDUM

DATE: June 27, 1991

TO: Sergeant Bruce Jenness FROM: Audress Ryan A. Ryan

SUBJECT: EVIDENCE ITEMS MAINTAINED BY CITY

The following list of items have been maintained by the City on June 15, 1991;

#1	-	89-6356	Red/Black 18" bolt cutters
#2	-	90-7195	Red/Black crowbar
#3	-	90-1983	Red/Black 18" bolt cutters
#4	-	89-0072	Zenith color TV, brown, SERIAL #A19261-14
#5	-	89-0072	Brown woodgrain two tier cart
#6	-	89-0072	Panasonic AM/FM Cassette radio, silver, SERIAL #5ECCA40498
#7	-	89-0072	Stitz tripod, black/red
#8	-	89-0072	20 ft reel light, orange/black
#9	-	89-0072	Snapit Stor-a-cord, blue/orange
#10	-	89-0072	Outers shotgun cleaning rod, BP610, all gauges
#11	-	89-0072	Yellow/Red jumber cables
#12	-	89-0072	Quasar Instamatic cooking microwave oven, SERIAL #NM60481920, brown, with micro-go-round tray

C. Except as otherwise provided in this Section, the Keizer Police Department property controller shall supervise and control disposition of all property subject to the terms of this Ordinance. The Keizer Police Department property controller shall also supervise and control the disposition of property Keizer is required to dispose of under Oregon law.

D. Upon recommendation by the Keizer City Manager and approval by the Keizer City Council, unclaimed personal property in Keizer's possession may be appropriated for public purposes by Keizer and not disposed of under the terms of this Ordinance.

E. Upon recommendation by the Keizer City Manager and approval by the Keizer City Council, unclaimed personal property which is of nominal value and surplus personal property which is of nominal value may be destroyed.

F. Upon recommendation by the Keizer City Manager and approval by the Keizer City Council, unclaimed personal property and surplus personal property may be sold or transferred with or without consideration to any agency of the State of Oregon or any political subdivision thereof authorized by law to enter into public contracts and any public body created by intergovernmental agreement or to the federal government. Any proceeds received by the City under this provision shall go to Keizer's general fund or the appropriate enterprise fund.

Section 2. <u>Disposition of Unclaimed Personal Property and Surplus Personal Property</u>.

A. Unclaimed personal property of greater than nominal

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503/390-1635

E. All articles sold at auction having a title or registration shall require a Bill of Sale. The Bill of Sale shall be signed by the Keizer Chief of Police.

F. Proceeds from such auction shall be used first to pay all storage, maintenance and public notice publication costs. Any proceeds remaining shall go to Keizer's general fund.

Section 3. Firearms.

A. Firearms which were seized under ORS 166.270 "certain ex-convicts forbidden to possess arms" and not being held as evidence shall be classified as contraband. Firearms seized under ORS 166.280 "seizure of concealed weapons" and not being held as evidence shall be classified as contraband.

B. Firearms classified as contraband shall be destroyed annually between July 1st and July 10th. Such firearms shall be destroyed by acetylene torch, arc welder or an automatic sawing device until such firearms are rendered wholly and entirely ineffective and useless for the purpose for which they were manufactured.

C. Firearms remaining unclaimed after adjudication despite notification of the owner shall be sold at auction to the highest bidder who must be a federally licensed firearms dealer. Any firearms in Keizer's custody which may be sold by Keizer must be sold only to federally licensed firearms dealers at public auction.

D. A court of competent jurisdiction or the District Attorney's office shall advise the property controller when

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also be destroyed in a legally acceptable manner, except when it is authorized by the District Attorney or a court of competent jurisdiction to be used as an investigative tool. In every instance, authorization to use a controlled substance as an investigative tool shall be obtained in writing from the Keizer Chief of Police. All such authorizations shall be in writing and shall accompany the property control report.

B. Controlled substances used as an investigative tool shall be returned to the property controller when the specific investigation is completed. The property controller shall again inventory, weigh and verify the substance.

Section 5. Repeal

Ordinance number 85-051, disposition of unclaimed property, surplus property, firearms and contraband, enacted July 15, 1985, is repealed.

Section 6. Emergency.

This ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist and this ordinance shall take effect immediately upon its passage.

PASSED this 20th day of June, 1988.

SIGNED this 22nd day of June, 1988.

Mayor

City Recorder

824F.24

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503/390-1635

firearms seized as evidence are to be released to a defendant's attorney in lieu of a fee. To be valid, this notification must be received before the firearm is placed for public auction or destroyed.

E. Any firearm that Keizer declares to be surplus property may be traded to a federally licensed firearms dealer for other firearms for use by Keizer or the firearms may be disposed of at public auction to the highest bidder who is a federally licensed firearms dealer. Firearms classified as a special weapons may be sold or traded only to federal firearms dealers possessing a class III license or to another law enforcement agency.

F. Persons representing themselves as federally licensed firearms dealers shall be required to furnish proof of such a license prior to bidding on any firearms.

G. The Alcohol, Tobacco, and Firearms Bureau shall be contacted if there is a question regarding the disposition of firearms, the legitimacy of a firearm dealer's license or the handling of illegal firearms.

H. All firearm auctions shall be conducted in accordance with Section 2 of this Ordinance.

Section 4. Disposal of Contraband.

A. All contraband shall be rendered unusable by destruction in a legally acceptable manner. The destruction of contraband shall be recorded by the property controller and witnessed by a member of the Keizer Police Department.

B. Contraband in the form of controlled substances shall

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value and surplus personal property of greater than nominal value which are not disposed of in accordance with other provisions of this Ordinance shall be sold at public auction.

B. The City Manager shall determine when there is a sufficient accumulation of unclaimed and surplus personal property to conduct a public auction. Such auctions shall be conducted at least every six months and shall coincide with property inventories.

C. Auctions will begin at 10:00 a.m. at a designated place within the city limits of Keizer. However, the City Manager may direct in writing that any auction be held outside the city limits and may be held in conjunction with other auctions of public property.

D. When the City Manager determines that a public auction is necessary, the property controller shall:

1. Publish a notice of public auction in a newspaper of general circulation in Keizer at least ten days prior to the date of such auction.
2. Insure that all property shall be available for viewing by prospective buyers on the auction premises at least one-half hour prior to sale time.
3. Property shall be sold to the highest bidder. Payment must be made before the property can be removed. Payment shall be in the form of cash or a first party personal check acceptable to Keizer. A receipt shall be issued for each article purchased.

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BILL NO. 099	A BILL FOR	ORDINANCE NO. 88- ~~027~~ 117

AN ORDINANCE DISPOSING OF UNCLAIMED PROPERTY, SURPLUS PROPERTY, FIREARMS AND CONTRABAND; REPEALING ORDINANCE 85-051; DECLARING EMERGENCY.

WHEREAS, Oregon law directs the procedures for Keizer to follow for the Disposition of certain categories of personal property that come into Keizer's custody; and

WHEREAS, Keizer wants to dispose of certain other personal property which comes into Keizer's custody; and

WHEREAS, Keizer wants to dispose of personal property owned by Keizer which is no longer needed for public purposes; Now therefore,

THE CITY OF KEIZER ORDAINS AS FOLLOWS:

Section 1. Definitions, General Disposition Provisions.

A. Unclaimed personal property is property that has been in the custody of Keizer for more than 6 months and Keizer has made a reasonable effort under the circumstances to identify and notify the owner of the property and ownership of the property has not been established by the claimant by a preponderance of the evidence.

B. Keizer personal property is declared surplus personal property when the department head responsible for control of the property determines it to be of no use for public purposes and the City Manager approves that determination.

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with the City Manager's recommendation that these items be appropriated for public purposes in accordance with Ordinance 88-117.

Attachments:

Ordinance 88-117
Evidence Items Maintained by City, dated June 27, 1991

DHO:clm

f:\admin\auction.adg

contiguous to the property. The credit shall be only against the SDC for the type of improvement being constructed and the credit shall not exceed such SDC even if the cost of the capital improvement exceeds the applicable SDC.

Section 10. METHODOLOGY. The System Development Charge is based on a methodology called "System Buy-in." This method uses net actual or estimated historic costs to determine the value of existing facilities and the cost of the capacity available to serve future customers.

Section 11. APPEALS. (a) A decision made by the building official or city administrator under this Ordinance may be appealed to the Salem common council by filing a written request with the Salem city recorder within ten days from the decision, describing with particularity the decision from which the person appeals. The Salem council shall at its next regular evening meeting hear and consider the appeal. The Salem council may affirm, modify, extend, or overrule said decision in a manner that is consistent with the provisions of this chapter.

(b) In the manner provided in subsection (a), any citizen or other interested person may challenge an expenditure of system development charge revenues by filing such appeal with the Salem common council within two years of the expenditure. The decision of the Salem common council shall be reviewed only as provided in ORS 34.010 to 34.100, and not otherwise.

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The Salem director of finance shall establish and keep such accounts as may be necessary showing the total SDC revenues collected for sewer and the projects that are funded.

Section 7. TIME OF PAYMENT; REFUNDS. (a) The amount of the charge imposed under this chapter shall be due and payable to the Salem director of finance or his designee at the time the building permit or mobile home set-up permit or mobile home park permit is issued, or connection to the capital improvement is made, whichever occurs first.

(b) In lieu of payment being made as required under subsection (a) of this section, the owner of the land on which the improvement will be located may request a lien be placed on the property for the amount of the charge and agree to pay the amount due in semiannual installments as authorized by ORS 223.208. The procedure for processing the request, the interest rate and other requirements for establishing the lien and payment of the obligation in semiannual installments shall be the same as are used for time payment of special assessments at the time the lien request is submitted.

Section 8. EXEMPTIONS. The charge of fee imposed under this Ordinance shall not apply to the following:

(a) Reconstruction or repair of a building or structure, or portion thereof, which was damaged or destroyed by earthquake, fire, flood, or other natural causes over which the owner had no control, but only if:

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Willow Lake Wastewater Treatment Plant is considered a connection fee. System development charge includes that portion of a sewer system connection charge that is in addition to the amount necessary to reimburse the City of Salem for its average cost of inspecting and installing connections with sewer facilities. System development charge does not include any fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed upon a land use decision.

For the purpose of determining the SDC for a mobile home within a mobile home park, the SDC shall be the same as the SDC for multi-family.

Section 4. DEVELOPMENT CHARGE IMPOSED. Sewer systems development charges as provided in this section are hereby imposed upon all development within the City of Keizer except where exempt under the provisions of Section 8. The person securing the permit shall pay to the City of Salem said sewer systems development charge or charges stated as follows:

(a) Residential

$150 - each residential unit (sewer only)

(b) Multi-family

$75 - each unit (sewer only)

(c) Commercial - Industrial - Institutional

Fifty percent (50%) of sewer SDC paid inside City of Salem.

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(503) 390-1635

BILL NO. ____ A BILL FOR ORDINANCE NO. 91-________

AN ORDINANCE ESTABLISHING A SEWER SYSTEM DEVELOPMENT CHARGE FOR WASTEWATER TREATMENT FACILITIES; REPEALING ORDINANCE 90-162

The City of Keizer ordains as follows:

Section 1. TITLE AND PURPOSE. This Ordinance shall be known and may be cited as the "Sewer Systems Development Charge Ordinance for Wastewater Treatment of the City of Keizer." The purpose of this charge or fee is to create a source of funds to assist in paying for capital improvement.

Section 2. SCOPE. The systems development charge imposed by this chapter is separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or fee otherwise provided by law or imposed as a condition of development. A systems development charge is to be considered in the nature of a charge for service rendered, a service hookup charge, or a charge for services to be rendered.

Section 3. DEFINITIONS. As used in this Ordinance, the following words and phrases shall mean:

(a) Building Permit. Any permit issued by the building department of the City of Keizer or Marion County

(b) Capital Improvement. Facilities or assets used for the following:

(1) Waste water treatment and disposal;

Capital improvement does not include costs of the operation or routine maintenance of capital improvements.

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(503) 390-1635

BID PROPOSAL FOR:

1991 RESURFACING OF
CITY OF KEIZER STREETS

DATE: June 5, 1991

				BIDDER: Engineer's Estimate		BIDDER: D & D Paving Co. P.O. Box 13105 Salem, Or. 97309 Tom Weir Ph. 503-3644		BIDDER: Salem Road and Driveway Co. P.O. Box 12927 Salem, Or. 97309 Bob Cole Ph. 585-5656		BIDDER: Morse Bros., Inc. P.O. Box 7 Lebanon, Or. 97355 Stephen Frey Ph. 451-5141		BIDDER: North Santiam Paving Co. P.O. Box 516 Stayton, Or. 97383 Lee Bensing Ph. 769-3436	
No	ITEM	QUANTITIY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
	Contract No. 4 TOTAL				$70,253.50		$63,056.76		$70,159.08		$65,437.90		$0.00
		GRAND TOTAL			$243,110.50		$205,696.37		$223,778.44		$223,469.00		$137,095.37

keizerresurf1991.w20

06-JUN-1991

BID PROPOSAL FOR:

1991 RESURFACING OF
CITY OF KEIZER STREETS

DATE: June 5, 1991

			BIDDER: Engineer's Estimate		BIDDER: D & D Paving Co. P.O. Box 13105 Salem, Or. 97309 Tom Weir Ph. 503-3644		BIDDER: Salem Road and Driveway Co. P.O. Box 12927 Salem, Or. 97309 Bob Cole Ph. 585-5656		BIDDER: Morse Bros., Inc. P.O. Box 7 Lebanon, Or. 97355 Stephen Frey Ph. 451-5141		BIDDER: North Santiam Paving Co. P.O. Box 516 Stayton, Or. 97383 Lee Bensing Ph. 769-3436	
No ITEM	QUANTITIY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1. Flaggers	48	Hours	$30.00	$1,440.00	$25.00	$1,200.00	$32.43	$1,556.64	$25.00	$1,200.00	No Bid	No Bid
2. General Excavtion to a Nominal Depth of 2" one side	794	L.F.	$0.75	$595.50	$1.00	$794.00	$0.64	$508.16	$0.65	$516.10	No Bid	No Bid
3. 1/4"-0" Shoulder Rock	38	Ton	$15.00	$570.00	$15.00	$570.00	$19.31	$733.78	$19.50	$741.00	No Bid	No Bid
4. Class "C" Asphalt Concrete in Base Plug	10	Ton	$33.00	$330.00	$50.00	$500.00	$52.85	$528.50	$50.00	$500.00	No Bid	No Bid
5. Class "C" Asphalt Concrete in Overlay	205	Ton	$33.00	$6,765.00	$29.61	$6,070.05	$33.79	$6,926.95	$30.80	$6,314.00	No Bid	No Bid
6. Adjust Utility Structures	2	Each	$25.00	$50.00	$15.00	$30.00	$11.00	$22.00	$23.00	$46.00	No Bid	No Bid
Honeysuckle Drive Keizer												
1. Flaggers	16	Hours	$30.00	$480.00	$25.00	$400.00	$32.43	$518.88	$25.00	$400.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	253	Ton	$33.00	$8,349.00	$29.61	$7,491.33	$33.79	$8,548.87	$30.80	$7,792.40	No Bid	No Bid
3. Adjust Utility Structures	4	Each	$25.00	$100.00	$15.00	$60.00	$11.00	$44.00	$23.00	$92.00	No Bid	No Bid
Honeysuckle Court Keizer												
1. Flaggers	8	Hours	$30.00	$240.00	$25.00	$200.00	$32.43	$259.44	$25.00	$200.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	68	Ton	$33.00	$2,244.00	$29.61	$2,013.48	$33.79	$2,297.72	$30.80	$2,094.40	No Bid	No Bid
3. Adjust Utility Structures	2	Each	$25.00	$50.00	$15.00	$30.00	$11.00	$22.00	$23.00	$46.00	No Bid	No Bid
Hornet Court Keizer												
1. Flaggers	4	Hours	$30.00	$120.00	$25.00	$100.00	$32.43	$129.72	$25.00	$100.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	146	Ton	$33.00	$4,818.00	$29.61	$4,323.06	$33.79	$4,933.34	$30.80	$4,496.80	No Bid	No Bid
3. Adjust Utility Structures	1	Each	$25.00	$25.00	$15.00	$15.00	$11.00	$11.00	$23.00	$23.00	No Bid	No Bid
Hart Drive Keizer												
1. Flaggers	8	Hours	$30.00	$240.00	$25.00	$200.00	$32.43	$259.44	$25.00	$200.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	127	Ton	$33.00	$4,191.00	$29.61	$3,760.47	$33.79	$4,291.33	$30.80	$3,911.60	No Bid	No Bid
3. Adjust Utility												

06-JUN-1991

BID PROPOSAL FOR:

1991 RESURFACING OF
CITY OF KEIZER STREETS

DATE: June 5, 1991

BIDDER: Engineer's Estimate

BIDDER: D & D Paving Co.
P.O. Box 13105
Salem, Or. 97309
Tom Weir
Ph. 503-3644

BIDDER: Salem Road and Driveway Co.
P.O. Box 12927
Salem, Or. 97309
Bob Cole
Ph. 585-5656

BIDDER: Morse Bros., Inc.
P.O. Box 7
Lebanon, Or. 97355
Stephen Frey
Ph. 451-5141

BIDDER: North Santiam Paving Co.
P.O. Box 516
Stayton, Or. 97383
Lee Bensing
Ph. 769-3436

No ITEM	QUANTITIY	UNIT	Engineer's Estimate UNIT PRICE	Engineer's Estimate AMOUNT	D & D Paving Co. UNIT PRICE	D & D Paving Co. AMOUNT	Salem Road and Driveway Co. UNIT PRICE	Salem Road and Driveway Co. AMOUNT	Morse Bros., Inc. UNIT PRICE	Morse Bros., Inc. AMOUNT	North Santiam Paving Co. UNIT PRICE	North Santiam Paving Co. AMOUNT
1 Chemawa Road Keizer												
1. Flaggers	192	Hours	$30.00	$5,760.00	$25.00	$4,800.00	$31.53	$6,053.76	$27.00	$5,184.00	$24.00	$4,608.00
2. Pilot Car	32	Hours	$40.00	$1,280.00	$30.00	$960.00	$33.58	$1,074.56	$23.00	$736.00	$35.00	$1,120.00
3. 3/4"-0" Shoulder Rock	201	Ton	$12.50	$2,512.50	$12.00	$2,412.00	$11.45	$2,301.45	$13.00	$2,613.00	$18.00	$3,618.00
4. Class "B" Asphalt Concrete in Overlay	3,064	Ton	$30.00	$91,920.00	$23.78	$72,861.92	$24.99	$76,569.36	$25.80	$79,051.20	$25.58	$78,377.12
5. Extra for Driveway Approaches	1	Each	$100.00	$100.00	$150.00	$150.00	$172.00	$172.00	$200.00	$200.00	$150.00	$150.00
6. Extra for Road Connection	12	Each	$250.00	$3,000.00	$225.00	$2,700.00	$172.00	$2,064.00	$270.00	$3,240.00	$150.00	$1,800.00
7. Grinding Asphalt Concrete	425	Sq.Yd.	$8.00	$3,400.00	$10.00	$4,250.00	$8.52	$3,621.00	$7.50	$3,187.50	$12.00	$5,100.00
8. Geotextile Fabric	92	Sq.Yd.	$10.00	$920.00	$10.00	$920.00	$7.04	$647.68	$8.50	$782.00	$10.00	$920.00
9. Adjust Utility Structures	29	Each	$25.00	$725.00	$20.00	$580.00	$11.00	$319.00	$23.00	$667.00	$20.00	$580.00
Contract No. 1 TOTAL				$109,617.50		$89,633.92		$92,822.81		$95,660.70		$96,273.12
2 4th Place Keizer												
1. Flaggers	16	Hours	$30.00	$480.00	$25.00	$400.00	$32.52	$520.32	$29.00	$464.00	No Bid	No Bid
2. 1/4"-0" Shoulder Rock	12	Ton	$15.00	$180.00	$30.00	$360.00	$29.45	$353.40	$29.00	$348.00	No Bid	No Bid
3. Class "C" Asphalt Concrete in Overlay	182	Ton	$33.00	$6,006.00	$30.71	$5,589.22	$37.75	$6,870.50	$37.70	$6,861.40	No Bid	No Bid
4. Adjust Utility Structures	4	Each	$25.00	$100.00	$20.00	$80.00	$11.00	$44.00	$23.00	$92.00	No Bid	No Bid
Kestrel Street Keizer												
1. Flaggers	16	Hours	$30.00	$480.00	$25.00	$400.00	$32.52	$520.32	$29.00	$464.00	No Bid	No Bid
2. Class "C" Asphalt Concrete in Overlay	190	Ton	$33.00	$6,270.00	$30.71	$5,834.90	$37.75	$7,172.50	$37.70	$7,163.00	No Bid	No Bid
3. Extra for Road Connection	1	Each	$250.00	$250.00	$250.00	$250.00	$178.00	$178.00	$270.00	$270.00	No Bid	No Bid
4. Adjust Utility Structures	2	Each	$25.00	$50.00	$15.00	$30.00	$11.00	$22.00	$23.00	$46.00	No Bid	No Bid
Crater Avenue Keizer												
1. Flaggers	8	Hours	$30.00	$240.00	$25.00	$200.00	$32.52	$260.16	$29.00	$232.00	No Bid	No Bid
2. Class "C" Asphalt												

bidlist1991

Marion County
OREGON
DEPARTMENT OF
PUBLIC WORKS

DIRECTOR
Robert J. Hansen, P.E., P.L.S.

ADMINISTRATION & ENGINEERING
(503) 588-5036

COUNTY SURVEYORS OFFICE
(503) 588-5155

ROAD MAINTENANCE
(503) 588-5304

BOARD OF COMMISSIONERS
Randall Franke
Gary Heer
Mary Pearmine

ADMINISTRATIVE OFFICER
Ken Roudybush

June 10, 1991

Sue Darby, City Recorder
City of Keizer
Post Office Box 21000
Keizer, Oregon 97307-100

RE: Award of Contract for the 1991 Resurfacing of Various City Streets in Keizer, Oregon

Dear Ms. Darby:

On June 5, 1991, sealed bids were received, publicly opened and read for the RESURFACING OF VARIOUS CITY STREETS IN KEIZER. The proposal was divided into four portions or contracts, depending on vicinity of the street. Bids were received from four local contractors.

D & D Paving Company of Salem		No. 1	$ 89,633.92
		No. 2	$ 24,189.87
		No. 3	$ 28,815.82
		No. 4	$ 63,056.76
	Total		$205,696.37
Salem Road & Driveway of Salem		No. 1	$ 92,822.81
		No. 2	$ 29,116.47
		No. 3	$ 31,680.08
		No. 4	$ 70,778.08
	Total		$223,778.44
Morse Bros., Inc. of Lebanon		No. 1	$ 95,660.70
		No. 2	$ 29,173.90
		No. 3	$ 33,196.50
		No. 4	$ 65,437.90
	Total		$223,469.00
North Santiam Paving Co. of Stayton		No. 1	$ 96,273.12
		No. 2	No Bid
		No. 3	$ 40,822.25
		No. 4	No Bid
	Total		$137,095.37

Senator Building · 220 High Street NE · Salem, Oregon 97301-3670
Surveyor's Office · 495 State Street · Salem, Oregon 97301-3658
Road Maintenance · 5155 Silverton Road NE · Salem, Oregon 97305-3899