

CITY COUNCIL AGENDA PACKET

MONDAY, JULY 6th, 1998

- 7:00 P.M. CITY COUNCIL
MEETING

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

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL

Monday, July 6, 1998 - 7:00 p.m.

Robert L. Simon Council Chambers

Keizer City Hall, Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on matters not scheduled for public hearing or listed on the agenda.

4. COMMITTEE REPORTS

- a. Keizer Police Department Swearing In
 - Lieutenant Kent W. Barker
 - Sergeant John V. Troncoso
- b. Keizer Planning Commission Appointments
- c. Keizer Budget Committee Appointments
- d. Council Liaison Reports
 - Keizer Urban Renewal Board – Councilor Beach
 - Planning Commission – Council President Keller
 - Traffic Safety Commission – Mayor Koho

5. OTHER BUSINESS

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

- a. New Business
- b. Old Business Report
 - Response to Carl Alleman issue

6. PUBLIC HEARINGS

- a. RESOLUTION – Adoption of Agreement for City of Keizer Non-Preference Towing Services
- b. ORDER – Defining When Commercial Solid Waste Collection Rates Will Be Imposed (Amending Order Dated June 16, 1997)
- c. Local Law Enforcement Block Grant – Crime Prevention Program
- d. Local Law Enforcement Block Grant – Overtime for Community Policing Activities

7. **ADMINISTRATIVE ACTION**

- a. **ORDINANCE** – Increasing Impoundment Administrative Fee for Vehicles Operated by Persons Under the Influence of Intoxicants
ORDINANCE – Increasing Impoundment Administrative Fee for Vehicles that are Uninsured or Driven by Drivers Without Driving Privileges
- b. **RESOLUTION** – Amending Compensation Plan for Non-Represented Employees
RESOLUTION – Authorizing City Manager to Enter Agreement for Alternative 457 Deferred Compensation Plan
- c. **RESOLUTION** – Personnel Policy Amendments
- d. Appointment Process for Council Position #2

8. **CONSENT CALENDAR**

- a. **RESOLUTION** – Authorizing City Manager to Enter Agreement with Morse Bros., Inc for Resurfacing of Various City Streets
- b. **RESOLUTION** - Authorizing City Manager to Enter Agreement with Capital Concrete Construction for Cherry Avenue Street and Storm Drain Improvements
RESOLUTION – Authorizing City Manager to Enter Agreement with Capital Concrete Construction for Iris Lane Construction and Traffic Signals
- c. **RESOLUTION** – Authorizing City Manager to Enter Agreement with Capital Concrete Construction for McLeod Lane Improvements
- d. **RESOLUTION** – Approving Engineer's Report for Bahnsen Woods Street Lighting Local Improvement District
- e. **RESOLUTION** – Approving Engineer's Report for Wittenberg Lane Street Lighting Local Improvement District

9. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications and petitions.

10. **AGENDA INPUT**

July 20, 1998

7:00 p.m. City Council Meeting

CANCELED

August 3, 1998

7:00 p.m. City Council Meeting

➤ Country Glen Park Purchase

August 10, 1998

5:30 p.m. City Council Work Session

➤ 1998 City Parks Tour

11. **ADJOURN**

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



July 6, 1998

AGENDA ITEM 4a

KEIZER POLICE DEPARTMENT SWEARING IN

COUNCIL MEETING_____

AGENDA ITEM NUMBER_____

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

**THROUGH: WALLY G. MULL
CITY MANAGER**

**FROM: H. MARC ADAMS
CHIEF OF POLICE**

SUBJECT: Police Department Promotions, assignments

Lieutenant C. Pat Bowe retired from KPD in February 1998. He was then employed as a temporary employee until June 30, 1998. With his departure Sergeant Kent Barker was promoted to the rank of Lieutenant. Detective John Troncoso was promoted to Sergeant.

Lieutenant Barker has been assigned as the Patrol Support Division Commander. Sergeant Troncoso has been assigned as the supervisor of the Investigations Unit.



July 6, 1998

AGENDA ITEM 4b

KEIZER PLANNING COMMISSION APPOINTMENTS

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: WALLY MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC 
CITY RECORDER

SUBJECT: KEIZER PLANNING COMMISSION APPOINTMENTS

ISSUE:

In April, Alan Youse resigned from his position on the Planning Commission. Mr. Youse was in the middle of his first three-year term, which was set to expire in September, 1999. In May, Elaine Smith tendered her resignation from the Planning Commission. Her second term would have expired in September, 2000.

On June 23, 1998 the Volunteer Coordinating Committee reviewed three applications for these vacancies. The Committee unanimously voted to recommend the appointment of Bruce Anderson to fill the vacancy of Mr. Youse and Daniel Nelson to fill the vacancy of Elaine Smith. The application of each of the individuals is attached.

RECOMMENDATION:

It is recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and appoint Bruce Anderson and Daniel Nelson to fill the present vacancies on the Keizer Planning Commission.



RECEIVED

2 AM 9 50

CITY OF KEIZER

VOLUNTEER APPLICATION FORM

NAME Bruce E. Anderson
DATE June 1, 1998
ADDRESS 1291 Leo St NE, Keizer OR 97303
PHONE NUMBER: DAY: 503/221-1687 EVENINGS: 503/390-6248

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

I'm interested in volunteering to help make Keizer a better place to live & serve, in any way I can, my hometown city. Re: skills - have excellent understanding of governmental processes. Am extremely interested in how Keizer grows, the construction (that is, will be going on) and issues of land use interest. We have continued to hold interest in these issues thru previous job held.

Number of hours per week you can volunteer:

Whatever is necessary.

Day or days of week available:

Any, except Monday eves (Sept-May only)

Time of Day available:

Can adjust schedule as needed. Prefer after 4:30-5pm, though.

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED IN VOLUNTEERING FOR:

BUDGET COMMITTEE _____

PLANNING COMMISSION ☒

PARKS ADVISORY BOARD _____

VOLUNTEER COORDINATING COMMITTEE _____

TRAFFIC SAFETY COMMISSION _____

RIVER ROAD REDEVELOPMENT BOARD _____

BICYCLE SAFETY COMMITTEE _____

COMMUNITY POLICING COMMITTEE _____

SPECIAL PROJECT TASK FORCE _____

(PLEASE INDICATE AREA OF INTEREST) _____

CLERICAL DUTIES _____

EDUCATION BACKGROUND

High School Beaverton H.S., Beaverton OR Graduate or GED in 1981

College Oregon State University Degree BA in Political Science
→ concentrations in Constitutional Law & Public Administration

PERSONAL REFERENCE

Name Jeanne Arana Telephone 503/371-9051
Address 1393 35th Ave NW, Salem OR 97304

CURRENT PLACE OF EMPLOYMENT

Employer's Name Oregon Life Underwriters Association
Employer's Address and Telephone 2701 NW Vaughn St #448
Portland OR 97210 503/221-1687
Your Position Executive Director
May we contact you at work? Yes

PREVIOUS VOLUNTEER EXPERIENCE

Oregon Society of Association Management
(Volunteer Agency)

Address 147 SE 102nd Ave Telephone 503/253-9026
Portland, OR 97216

Supervisor Kim Fuler and Sandra Koller Duties Currently serve as members of Program Committee (help plan regular meetings & seminars for OSAM) and member of Governmental Affairs Committee (help during Day at the Capitol meeting). Previously, for 2 consecutive yrs

I chaired the Golf Committee (in charge of Golf Tournament annual and golf party in Annual meeting). For that Golf Committee, I chaired meetings, we planned fundraising & made decisions on everything related to that event. We were charged by making profit for OSAM. We expended, each year, the budgeted amounts. Also participated in OSAM's Annual planning meeting.

AUTHORIZATION WAIVER
I HAVE COMPLETED THE ABOVE QUESTIONS AND TO THE BEST OF MY KNOWLEDGE, WHAT HAS BEEN STATED IS TRUE. IF APPOINTED TO A VOLUNTEER POSITION, I AGREE TO SERVE WITHOUT REIMBURSEMENT OF ANY KIND, AND WITH THE UNDERSTANDING AND AGREEMENT THAT ACCIDENT AND MEDICAL INSURANCE IS NOT PROVIDED BY THE CITY OF KEIZER.

[Signature]
Signature of Applicant

6/1/98
Date

PLEASE RETURN COMPLETED APPLICATION TO:

VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
ATTENTION: TRACY L. DAVIS - CITY RECORDER (390-3700, EXTENSION 108)
P.O. BOX 21000 (CITY HALL - 930 CHEMAWA ROAD NE)
KEIZER, OREGON 97307-1000



CITY OF KEIZER

VOLUNTEER APPLICATION FORM

NAME DANIEL A. NELSON DATE 5-23-98

ADDRESS 1039 PARKMEADOW DR. NE KEIZER

PHONE NUMBER: DAY: 5885147 EVENINGS: 463 4500

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

SEE ATTACHED

Number of hours per week you can volunteer: 10
Day or days of week available: ANY
Time of Day available: 5-11 PM WEEKDAYS

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED IN VOLUNTEERING FOR:

BUDGET COMMITTEE _____	PLANNING COMMISSION <u>✓</u>
PARKS ADVISORY BOARD _____	VOLUNTEER COORDINATING COMMITTEE _____
TRAFFIC SAFETY COMMISSION _____	RIVER ROAD REDEVELOPMENT BOARD _____
BICYCLE SAFETY COMMITTEE _____	COMMUNITY POLICING COMMITTEE _____
SPECIAL PROJECT TASK FORCE _____	
(PLEASE INDICATE AREA OF INTEREST) _____	

CLERICAL DUTIES _____

EDUCATION BACKGROUND

High School EUCLID HIGH SCHOOL Graduate or GED (G)
College CHEMERETA COMMUNITY COLLEGE Degree ASSOCIATE OF SCIENCE

PERSONAL REFERENCE

Name KENNY PERRY Telephone 304 0148
Address 1049 PARK MEADOW DR NE KEIZER

CURRENT PLACE OF EMPLOYMENT

Employer's Name MARION COUNTY BUILDING DEPT.
Employer's Address and Telephone 3150 LANCASTER DR SUITE C 588 5147
Your Position BUILDING INSPECTOR
May we contact you at work? YES

PREVIOUS VOLUNTEER EXPERIENCE

CLEARLAKE NEIGHBORHOOD ASSOCIATION
(Volunteer Agency)

Address _____ Telephone _____

PRESIDENT'S Supervisor BOB OHRN Duties BOARD MEMBER

AUTHORIZATION WAIVER

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Signature of Applicant

5-23-98
Date

PLEASE RETURN COMPLETED APPLICATION TO:

VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
ATTENTION: TRACY L. DAVIS - CITY RECORDER (390-3700, EXTENSION 108)
P.O. BOX 21000 (CITY HALL - 930 CHEMAWA ROAD NE)
KEIZER, OREGON 97307-1000

98 MAY 21 PM 1 31
CITY OF KEIZER
CLERK OF COURT
390-3700

City of Keizer

To whom it may concern:

There are several reasons why I am volunteering for the Planning Commission. The biggest reason is to become part of the City of Keizer. Prior to moving to Keizer we lived in Silverton for 18 years. During that time I worked with the Cub Scouts, Little League Baseball and Church Sunday School. Working with the people of Silverton in these organizations and living in the community I became part of that community. In the four years I have lived in Keizer it has become home to my family and I hope to be able to contribute my time and energies to become part of The City of Keizer.

Another reason why I would like to sit on The Planning Commission is that I am very concerned about the inevitable growth of Keizer and how we can maintain its high livability.

Working for Marion County I perform all the structural inspections in The City of Keizer so I already have a great understanding of the planning department. My knowledge of building, grading and impact to an area when a new sub division goes in could only benefit The Planning Commission. I am an active member in The Clearlake Neighborhood Association and I have attended several city council meetings for a better understanding of how the city works.

I would like to see the downtown area become more user friendly to shoppers. I would love to be able to hop on my bicycle and peddle downtown from my home in North Keizer without riding in traffic. I would like to see a decision made about the proposed industrial area around Radiant Drive.

I am very excited about the opportunity to assist The City of Keizer in its growth so it can remain one of the best places in Oregon to live.

Daniel A. Nelson

1039 Parkmeadow Dr. N.E.

Keizer, OR 97303

(503) 463-4500

WORK EXPERIENCE

7/97 - Present	<i>Building Inspector</i> , Marion County, Salem, OR
4/94 - 7/97	<i>Building Inspector</i> , Washington County, Hillsboro, OR
8/93 - 2/94	<i>Commercial Plans Examiner</i> , County of Kawai, HI
6/92 - 8/93	<i>Plans Examiner</i> , City of Beaverton, OR

JOB DUTIES

- Inspected commercial and residential buildings to the UBC, UMC, CABO and other related codes.
- Reviewed commercial and residential structures for conformance to the Uniform Building Code and CABO codes.
- Participated with construction design professionals and assisted in solving code regulated problems during plan review and construction stages.
- Accumulated inspection and plan review data and compiled into final technical reports.
- Performed sprinkler flow tests and fire suppression trip tests.
- Responded to questions from building contractors and general public.

CERTIFICATIONS

- ICBO Structural, Plumbing, and Mechanical Inspector; Plans Examiner.
- Oregon A-Level; Plans Examiner; Fire, Life Safety Plans Examiner; Structural Inspector; Mechanical Inspector.
- Oregon CABO Structural and Mechanical Inspector, Plans Examiner.
- Oregon Manufactured Housing Set-Up Inspector; Parks and Camps Inspector.

EDUCATION

- Chemeketa Community College, Salem, OR. Associate of Applied Science Degree in Building Inspection Technology, June 1992. Maintained 4.0 G.P.A. in two-year Building Inspection Technology Program.

LEADERSHIP

- Past President and Executive Board Member, Chemeketa Chapter Of the International Conference of Building Officials (CCICBO).

MILITARY

- U.S. Army, Helicopter crew chief. Honorable discharged - 2 years



July 6, 1998

AGENDA ITEM 4C

KEIZER BUDGET COMMITTEE APPOINTMENTS

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

**THROUGH: WALLY G. MULL
CITY MANAGER**

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

SUBJECT: BUDGET COMMITTEE APPOINTMENTS

ISSUE:

Under the guidelines of ORS 294.336, all municipal corporations shall establish a budget committee to assist the Council in examining and analyzing proposed budgets for the City. The Committee consists of the governing body and an equal number of electors of the municipal corporation who are appointed by the governing body. Each appointed member shall serve a three-year term.

In August, 1997 Gene Clemens and Douglas Pilant were appointed to the Budget Committee, each to fill an unexpired vacant term. These terms now expire on August 30, 1998. Both individuals have been contacted and desire to be reappointed. Both Mr. Pilant and Mr. Clemens provided valuable input during the City's recent budget process.

At their meeting on June 23, 1998 the Volunteer Coordinating Committee voted unanimously to recommend the reappointment of Gene Clemens and Doug Pilant to serve an additional three-year term on the Budget Committee.

RECOMMENDATION:

It is hereby recommended the City Council accept the recommendation of the Volunteer Coordinating Committee and reappoint Gene Clemens and Douglas Pilant to three-year terms on the Keizer Budget Committee.

CITY OF KEIZER
VOLUNTEER APPLICATION FORM

5-21-91 still
interested
in budget

NAME Gene Clemens

DATE 7-6-95

ADDRESS 7266 MEADOWWOOD ST NE

DAY PHONE 623-9237

KEIZER 97303

EVENINGS/WEEKENDS
PHONE 393-4566 (unlisted)

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

USE my WORK EXPERIENCE AND
TO serve my community.

RECEIVED
95 JUL 36 PM 4 15
CITY OF KEIZER
OREGON 97303

Number of hours per week you can volunteer: _____

Day or days of week available: _____

WEEKDAYS

Time of Day available: _____

EVENINGS

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED

Budget Committee ☒

Clerical _____

Parks Committee _____

Computer Entry _____

Planning Commission ☒

Research _____

Maintenance _____

Volunteer Coordinating Comm ☒

Reception _____

Landscape _____

Other _____

List Other: _____

EDUCATION BACKGROUND

High School Siloam Springs, AR

Date Completed 1964

College Oklahoma State BS. Zoology
U. of Okla, Env. Science

Date Completed 1968

N/A

PERSONAL REFERENCE

Name John Anderson Telephone W-623-8173
Address 1343 35th Ave NW, Salem

CURRENT PLACE OF EMPLOYMENT

Employer's Name Polk County
Employer's Address and Telephone 850 MAIN ST., DALLAS OR
Your Position Comm. Dev. Director Beginning Date 1977
May we contact you at work? YES

PREVIOUS VOLUNTEER EXPERIENCE

FIRST CHRISTIAN CHURCH, KEIZER LITTLE LEAGUE
(Volunteer Agency)
Address _____ Telephone _____
Supervisor _____ Duties Committee member - Church
Concession Stand - Little League

AUTHORIZATION WAIVER

I HAVE COMPLETED THE ABOVE QUESTIONS AND TO THE BEST OF MY KNOWLEDGE,
WHAT HAS BEEN STATED IS TRUE.

IF APPOINTED TO A VOLUNTEER POSITION, I AGREE TO SERVE WITHOUT
REIMBURSEMENT OF ANY KIND, AND WITH THE UNDERSTANDING AND AGREEMENT THAT
ACCIDENT AND MEDICAL INSURANCE IS NOT PROVIDED BY THE CITY OF KEIZER.

[Signature] 7-6-95
Signature of Applicant Date

PLEASE RETURN COMPLETED APPLICATION TO:

VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
930 CHEMAWA ROAD N.E.
P. O. BOX 21000
KEIZER, OREGON 97307-1000

Telephone: 390-3700
Tracy L. Davis
City Recorder

Doug Pilant
952 Sagrada Circle North
Keizer, OR 97303
Telephone: Home 393-3716; Work 588-2424

RECEIVED

CITY OF KEIZER
OREGON 97303

DATE: May 30, 1997
TO: City of Keizer
FR: Doug Pilant
RE: City Budget Committee

The purpose of this memo is to supplement my Volunteer Application that I had submitted to the City in October 1996.

As Senior Planner for a Special District in Medford, OR, I had the opportunity to gain substantial experience in the planning and development of local government budgets. My experiences provided me with an understanding of the budget process as well as a working knowledge on how budgets must be established within the guidelines of Oregon Law.

During my tenure in Medford, I had the opportunity to manage projects where I was required to plan its budget and ensure that the project's implementation was consistent with the Committee's adopted spending plan. I was also responsible for development of the District's annual service plans as well as presenting these plans to the Budget Committee.

Thank you for the opportunity to be considered for this very important position. I value the opportunity to volunteer and participate in my communities democratic process.

Best Regards,



Doug Pilant



CITY OF KEIZER

VOLUNTEER APPLICATION FORM

NAME Douglas W Pilant DATE 10/14/96
ADDRESS 952 Sagrada Circle N., Keizer, OR
PHONE NUMBER: DAY: 588-2424 EVENINGS: 393-3716

PLEASE EXPLAIN WHY YOU WANT TO VOLUNTEER AND WHAT SKILLS YOU COULD BRING TO THE CITY OF KEIZER? (Clerical, writing, editing, foreign languages, degrees, etc. Please feel free to attach a resume.)

Please refer to attached resume. I'm currently
Senior Planner for Salem Area Transit - Cherriots.

Number of hours per week you can volunteer:

~~varies~~ varies

Day or days of week available:

various

Time of Day available:

various

PLEASE CHECK THE FOLLOWING ACTIVITIES IN WHICH YOU ARE INTERESTED IN VOLUNTEERING FOR:

BUDGET COMMITTEE X

PLANNING COMMISSION X

PARKS ADVISORY BOARD _____

VOLUNTEER COORDINATING COMMITTEE _____

TRAFFIC SAFETY COMMISSION _____

RIVER ROAD REDEVELOPMENT BOARD X

BICYCLE SAFETY COMMITTEE _____

COMMUNITY POLICING COMMITTEE _____

SPECIAL PROJECT TASK FORCE _____

(PLEASE INDICATE AREA OF INTEREST) _____

CLERICAL DUTIES _____

EDUCATION BACKGROUND

High School Aberdeen H.S. Aberdeen, ID

Graduate or GED Diploma

College Univ of ID, Moscow, ID

Degree B.S. Geography

PERSONAL REFERENCE

Name _____ Telephone _____

Address _____

CURRENT PLACE OF EMPLOYMENT

Employer's Name _____

Employer's Address and Telephone _____

Your Position _____

May we contact you at work? _____

PREVIOUS VOLUNTEER EXPERIENCE

(Volunteer Agency)

Address _____ Telephone _____

Supervisor _____ Duties _____

AUTHORIZATION WAIVER

I HAVE COMPLETED THE ABOVE QUESTIONS AND TO THE BEST OF MY KNOWLEDGE, WHAT HAS BEEN STATED IS TRUE. IF APPOINTED TO A VOLUNTEER POSITION, I AGREE TO SERVE WITHOUT REIMBURSEMENT OF ANY KIND, AND WITH THE UNDERSTANDING AND AGREEMENT THAT ACCIDENT AND MEDICAL INSURANCE IS NOT PROVIDED BY THE CITY OF KEIZER.

Signature of Applicant

Date

PLEASE RETURN COMPLETED APPLICATION TO:

VOLUNTEER COORDINATING COMMITTEE
CITY OF KEIZER
ATTENTION: TRACY L. DAVIS - CITY RECORDER (390-3700, EXTENSION 108)
P.O. BOX 21000 (CITY HALL - 930 CHEMAWA ROAD NE)
KEIZER, OREGON 97307-1000

DOUGLAS PILANT

1670 Roberts Rd.
Medford, Oregon 97504

(503) 779-5821

Office

(503) 776-7527

Residence

Objective

To contribute to a municipal development organization's record of progressive public service through leadership and innovative management of community planning, interagency coordination, program development, public outreach, and related disciplines.

Qualifications

- ◆ Proven **skills** in grant proposal and application development, budget planning, public surveys and statistical assessments, demand management, and GIS applications.
 - ◆ Seasoned **background** in business and operational planning, staff development, program administration, public information, grant administration, and customer relations.
 - ◆ Significant **achievement** in developing progressive partnerships among public, private, and customer interests.
 - ◆ Successful **experience** developing and coordinating complex intergovernmental projects and funding sources.
 - ◆ Broad **involvement** in fleet operations, district administration, policy development, marketing and promotional planning, and regional planning.
 - ◆ Strong **history** of business and personal accomplishment.
-

Pertinent Experience

Senior Planner — Rogue Valley Transportation District, Medford, Oregon. 1990–Present

Transportation Coordinator — Rogue Valley Transportation District, Medford, Oregon. 1989

Assistant Sports Information Director — University of Idaho, Moscow, Idaho. 1987–1990

Education

B.S., Geography—University of Idaho (1990)

Professional Development

Transportation Demand Management—Georgia Institute of Technology
Transit Operations—Federal Transit Administration
Contract Administration—Federal Transit Administration

Professional Affiliations

- ◆ Member, American Planning Association
 - ◆ Member, Association of Commuter Transportation
 - ◆ Member, Community Transportation Association of America
 - ◆ Member, Gamma Theta Upsilon—National Geography Honor Society
-

Community Involvement

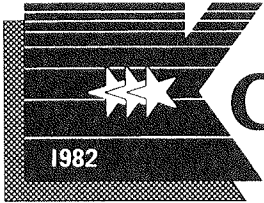
- ◆ Ashland Transportation Planning Advisory Committee
- ◆ Jackson County Human Resources Consortium
- ◆ Rogue Valley Civic League
- ◆ Grant writer, Miles Field Renovation Project
- ◆ Grant coordinator, Fichter–Mainwaring Soccer Field Development
- ◆ Board of Directors, Rogue Valley Soccer Club



July 6, 1998

AGENDA ITEM 5b

OLD BUSINESS



City of Keizer

Phone: 390-3700 • Fax: 393-9347

930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

MEMO TO: Wally Mull, City Manager

FROM: *Wally* Amy Drought, City Planner

RE: Issues Raised by Carl Alleman at 6/15/98 City Council Meeting

DATE: June 30, 1998

Listed below is a response to the issues Carl Alleman raised at the last City Council meeting regarding development in the Clear Lake area.

1) There is inadequate dust control from the construction of Forest Ridge Subdivision.

Staff spoke with the developer of Forest Ridge Subdivision regarding this issue. The Department of Environmental Quality requires dust control measures be implemented during construction. The developers will work hard to minimize the dust and use a water truck if needed.

2) The manufactured homes in Berkshire Estates Manufactured Home Park should be constructed with tie downs.

Chapter 14 of the Keizer Zoning Ordinance, Section 14.30 (16) states that "Foundations, tie-downs, or other supports shall be provided to withstand the specific horizontal, uplift, and overturning wind forces on a mobile homes and any attached or supported structures based on accepted engineering design standards, as approved by the building official."

According to the Uniform Building Code, Keizer is not located within a designated high wind area or earthquake zone. Therefore, tie-downs are not required to be installed.

- 3) The skirting around the manufactured homes in Berkshire Estates Manufactured Home Park should match identically with the color and design as the manufactured home itself.

Chapter 14 of the Keizer Zoning Ordinance, Section 14.30 (1) states "In addition, the mobile homes shall have siding materials similar to that presently used on houses constructed under the Uniform Building Code (UBC); a composition or wood shingle or shake roof, at a minimum slope of two inches in 12 inches; and unless the mobile home is set on a ground level foundation, skirting which in design, color, and texture appears to be an integral part of the adjacent exterior wall of the mobile home."

Although the texture of the skirting does not exactly match that of the house, the color does. Staff decided that if the color of the skirting matched to the color of the house, that this would meet the intent of this standard.

- 4) Pursuant to the Hearings Officer decision, set-up permits should not be issued until the perimeter fencing around Berkshire Estates Manufactured Home Park is in place.

The perimeter fencing around Phase I of the Park is now in place with the exception of the south perimeter which is shared with Pinehurst Subdivision, and Forest Ridge Subdivision. The developers of Pinehurst Subdivision and Berkshire Estates Manufactured Home Park are sharing in the cost of installing the fence between their two developments. Therefore, this section of the fence is not yet installed. The developer stated that the rest of the fence adjacent to Forest Ridge Subdivision is going up this week. Staff is holding several set-up permits and will not release these until the fence adjacent to Forest Ridge Subdivision is in place.



THE REGULARLY SCHEDULED CITY COUNCIL WORK SESSION SET FOR MONDAY, JULY 13, 1998 AT 5:30 P.M. HAS BEEN CANCELED.

THE REGULARLY SCHEDULED COUNCIL MEETING SET FOR MONDAY, JULY 20, 1998 AT 7:00 P.M. HAS BEEN CANCELED.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE CITY RECORDER AT 390-3700.

DATED THIS 30TH DAY OF JUNE, 1998.

TRACY L. DAVIS, CMC
CITY RECORDER

NOTICE FOR INFORMATIONAL PURPOSES ONLY



July 6, 1998

AGENDA ITEM 6a

**RESOLUTION – ADOPTION OF AGREEMENT FOR CITY OF
KEIZER NON-PREFERENCE TOWING SERVICES**

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND COUNCIL MEMBERS

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *NON PREFERENCE TOWING AGREEMENTS*

DATE: June 30, 1998

The City has in the past had contracts with various tow companies to be on the non preference rotating list. When a vehicle needs to be towed and the owner does not state a preference for tow company, the police officer on the scene contacts a common receptionist service and such service notifies the tow company who is next on the rotating list. Such company then responds to the scene.

The previous contracts have expired. Through consultation with Lieutenant Miranda and input from some tow companies, we have drafted a new agreement for use with the tow companies. There is little substantive change from the previous agreement.

RECOMMENDATION:

Approve the attached Resolution authorizing use of the form agreement. Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh
enclosure

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R98-_____

3 IN THE MATTER OF THE ADOPTION OF
4 THE AGREEMENT FOR NON PREFERENCE
5 TOWING SERVICES

6 WHEREAS, the previous agreement for non preference towing services has expired
7 with various towing companies;

8 WHEREAS, a new agreement has been drafted and a public hearing to consider
9 adoption of such agreement has been conducted;

10 WHEREAS, it is appropriate for the council to approve the form Agreement for use
11 with tow companies wishing to be placed to the non preference towing rotating list;

12 NOW, THEREFORE,

13 BE IT RESOLVED by the City Council of the City of Keizer that the "Agreement for
14 Non Preference Towing Services", a copy of which is attached as Exhibit "A" and by this
15 reference incorporated herein, is hereby adopted for use with all towing companies wishing
16 to be placed on the non preference rotating list.

17 PASSED this _____ day of _____, 1998.

18 SIGNED this _____ day of _____, 1998.

19 _____
20 Mayor

21 _____
22 City Recorder

AGREEMENT FOR NON PREFERENCE TOWING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 19____, by and between the CITY OF KEIZER, a municipal corporation, herein called the "City," and _____
herein referred to as the "Contractor."

WITNESSETH:

WHEREAS, from time to time, the departments of the City have occasion to request towing, removal, and temporary storage of certain vehicles, such services to be performed on a rotating call basis; and

WHEREAS, the Contractor wishes to perform those services with regard to those vehicles specifically referred to herein, and upon the following terms and conditions; NOW, THEREFORE,

THE PARTIES hereto do hereby agree as follows:

I. SERVICES TO BE PROVIDED

The Contractor agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City on its own behalf or on behalf of the owner or operator of the towed vehicle, and the City agrees to call or cause the Contractor to be called for such towing services subject to the following terms, conditions, and standards of performance.

II. NON-EXCLUSIVE CONTRACT

Contractor understands and acknowledges that this contract is non-exclusive and that the City reserves the right to enter into a contract for towing services with any person or entity who is capable of meeting the specifications and conditions of this contract in its entirety. Should the City exercise such right, Contractor shall cooperate with such other Contractor(s), and shall establish and abide by a written calling system to distribute equal business opportunity under the contracts to all Contractors.

III. TERM OF CONTRACT

This agreement shall be effective from and after the date of execution by both parties, on which date all prior agreements concerning the subject matter addressed herein that have been made by and between the Contractor and the City shall be canceled and held void.

The term of this agreement shall be from the above mentioned date until the thirty-first (31st) day of December, 1998, unless renewed pursuant to paragraph XIV of this agreement or terminated pursuant to paragraph IV of this agreement.

IV. TERMINATION OF CONTRACT

- A. Either party may terminate this contract on December 31 of any year without cause upon thirty (30) days prior written notice to the other party.
- B. This contract may be terminated by either party hereto upon thirty (30) days written notice to the other party upon good cause shown. "Good cause" as used in this section includes but is not limited to, violation by either party of the requirements of any local ordinance or state or federal law or the provisions of this contract. No contract shall be terminated under this provision until and unless the aggrieved party shall have given written notice of the cause of a proposed termination. When the proposed termination is disputed, the aggrieved party may request a hearing in writing which must be received by the City Recorder within ten (10) days of mailing of the proposed termination notice. Hearing on the proposed termination shall be conducted before the city manager or the city manager's designee within thirty (30) days of the request for a hearing, and any action taken by the city manager or designee with respect to the contract shall be final and binding on all parties. Notwithstanding the above, the city manager may immediately suspend Contractor's operations under this contract for a time certain upon the city manager's finding, in the city manager's sole discretion, that the Contractor has violated the terms of this contract. Contractor shall be notified in writing of its suspension and the reason therefor. Suspension action may be reviewed in like manner as a proposed termination. However, if the city manager suspends Contractor and notifies Contractor of proposed termination of the contract at the same time and for the same reason, only one hearing on both matters will be held. In this instance, the suspension shall remain in

effect until the contract terminates pursuant to the notice, or if a hearing is requested, until the city manager or designee acts after hearing.

Neither suspension, notice of proposed termination nor termination shall act to relieve Contractor from any obligation to safeguard any vehicle in storage.

V. VEHICLES TO BE SERVED UNDER CONTRACT

Contractor shall tow, upon City request, any vehicle whose owner, or person entitled to possession thereof, requests services without preference for a particular towing company, and at the expense of the owner or person entitled to possession of the vehicle.

A. In addition to the vehicles defined above, vehicles to be served under this contract shall also include the following:

1. Abandoned/Hazard Vehicle Tow: the tow of any vehicle which is (a) deemed "abandoned" under applicable state law or city ordinance, or (b) impounded as a hazard or obstruction to traffic under state law. Any such tow(s) shall be at the expense of the owner or person entitled to possession of the vehicle(s).
2. Police Requested Tows for Non-Evidentiary Purposes: Incidents requiring the towing of a vehicle under city or state law or when the owner or person entitled to possession of the vehicle (a) is not available to give consent or authorization to tow the vehicle, or (b) has no preference for a particular towing company. Any such tow(s) shall be at the expense of the owner of person entitled to possession of the vehicle(s) or as provided under city or state law for that tow.
3. Police Requested Tows for Impoundment for Evidence, for Security Storage, for Prisoner's Property, or for Safe Keeping: Tows requested by a city police officer with the knowledge that additional processing is forthcoming and/or the vehicle is required to be available for additional police purposes. Any such tow(s) shall be made to the location designated by the city at the time of the tow(s) or, if no such designation is made, then to a lot that meets the lot criteria in this contract. The rate to be charged to the city for any such tow(s) shall be \$50 per tow. Storage rates, if applicable, to be charged to the city for any such tow(s) shall be \$7.75 per

24-hour period for out door secure storage and \$13 per 24-hour period for indoor secure storage.

B. Vehicles to be served under this contract as defined above shall not include the following:

1. Tows of City-owned vehicles: Requests for tows of City-owned police patrol cars or other vehicles.

VI. CONDITIONS

A. Conduct of Business

1. Contractor shall perform all tows in a safe manner and shall not negligently cause damage to the persons or property of others while in performance of this contract.
2. Contractor shall save, defend and hold harmless the City from any and all claims, whether the same be founded or not, arising from or alleged to have arisen from the performance of this contract, except those claims arising from the sole negligence of the City.
3. Contractor shall not interfere with or injure the contract rights of any other Contractor for towing services within the City of Keizer.
4. Contractor agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade laws and regulations, specifically but not exclusively, ORS 646.010 et seq (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices) 646.705 et seq (Anti-Trust Law) and Title 15 United States Code.
5. The Contractor or his employees shall not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
6. Contractor shall provide service twenty-four (24) hours a day, seven (7) days a week.

7. Contractor shall maintain such general liability, auto liability, property damage, cargo and garage keepers insurance as will protect the Contractor and City from any and all claims for death, personal injury or property damage which may arise from operations under this contract or in connection therewith, including all operations of subcontractors.

Such general liability and property damage insurance shall provide coverage for not less than \$500,000 combined single limits.

Such automobile liability for personal injury and property damage insurance shall provide coverage for not less than \$500,000.

Such cargo insurance shall provide coverage for not less than \$50,000 per occurrence.

Such garage keepers insurance shall provide coverage for not less than \$100,000 coverage per occurrence.

Said insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the City, its officers and employees, and shall further provide that the policies shall not be terminated or be canceled prior to the completion of this contract without ten (10) days prior written notice to the City Recorder.

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

Contractor shall provide and maintain Workers' Compensation coverage for all persons employed on the work to be done under the contract, and shall assure that all workers will receive compensation for compensable injuries as provided in ORS Chapter 656.

Contractor and any of his subcontractors shall provide satisfactory proof of compliance with ORS Chapter 656 to City before commencing work under this agreement. All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City Recorder shall be provided written notice not less than ten (10) days before expiration or cancellation is effective.

Prior to the execution of this contract, the Contractor shall submit to the City Recorder proof of the required insurance coverages. Contractor shall not perform services under this contract without insurance. Any lapse of insurance shall immediately remove the Contractor from the calling system until such time as written proof of insurance as set forth above is provided to the City Recorder.

8. Contractor must meet the bonding requirements of state law for holding a vehicle wrecker's license, must possess a valid State of Oregon towing business certificate for towing and recovering vehicles, and shall provide the City with current copies of renewed towing business certificates annually upon their expiration.
9. Upon execution by Contractor of this contract, Contractor shall submit to the City copies of the driver's license of any person who will perform towing services under this contract. Contractor shall provide the City, within ten (10) days of hire, copies of the driver's license of any new person who is to perform towing services under this contract. The Contractor shall provide the City, within ten (10) days, any changes to the information found on the driver's licenses which have been submitted to the City. No person convicted of a felony or a misdemeanor involving fraud, moral turpitude or a crime against property shall be an owner of or driver for a Contractor. Contractor agrees to immediately notify the City in writing should any owner or driver for Contractor be convicted of such crime(s).

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VIII. EQUIPMENT

- A. Contractor shall provide a minimum of one (1) operable tow truck having a minimum GVW of 10,000 pounds with dual wheels. "Tow Truck" shall not include car carrier or flat bed vehicles.**
- B. Each tow truck or car carrier vehicle shall be equipped and maintained with truck tires not less than 7.50 x 16 inch size, with a tread depth of not less than 3/32nds of an inch across the entire contact patch and not less than eight (8) ply rating.**
- C. All tow trucks or car carrier vehicles shall meet the equipment requirements of the Oregon State Police as set forth in OAR 257-050-0160.**
- D. Each tow truck or car carrier vehicle shall be equipped with signs on each side of the truck clearly and permanently identifying the company name, City and the equipment number which distinguishes that truck from other tow trucks or car carrier vehicles in the Contractor's possession, if any.**
- E. Each tow truck shall be equipped with a set of dollies for the purpose of towing motor vehicles where they are necessary to avoid damage to the towed vehicle. Dollies are not required on car carrier vehicles or flat bed tow trucks which haul motor vehicles.**
- F. The Contractor shall have available as equipment and use a special trailer or other special device designed for properly towing motorcycles.**
- G. The Contractor shall have at all times two-way radio communications with any tow truck or car carrier vehicle they use in performing tows. Such radio communications shall be approved and licensed by the Federal Communications Commission for Business Radio Service as governed by part 91 of the F.C.C. regulations or automobile Emergency Radio Service as governed by part 93 of the F.C.C. regulations. Citizen band radios are not acceptable.**
- H. The Contractor shall provide to City a copy of the annual certificate of inspection issued by Oregon State Police for each tow truck or car carrier vehicle used in performing tows under this contract.**

VIII. DISPATCH AND TOWING PROCEDURES

- A.** The Contractor agrees to subscribe to or make provision for a common telephone number among any and all other Contractors referred to in paragraph II of this contract through which Contractor may be reached twenty-four (24) hours a day.
- B.** All tows under this contract shall be dispatched from that number on a rotating basis among all Contractors. The system for such rotation shall be agreed upon by all Contractors. Any such dispatch shall include a brief description of the type of vehicle to be towed and the location of said vehicle.
- C.** When the Contractor is called to perform services under this contract, he shall indicate to the City or any dispatcher through whom the City is acting, whether Contractor is available to perform the tow. Contractor shall be deemed available when:
 - 1.** Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
 - 2.** Contractor has equipment of adequate size and appropriate type to perform the required service on the indicated vehicle.
 - 3.** Contractor has adequate storage space to accommodate the vehicle.
- D.** If the Contractor indicates that he is available and accepts the tow, Contractor shall have his truck arrive at the requested location within fifteen (15) minutes of the receipt of the call. This time limit may be extended where delay is caused by factors outside the control of the Contractor. However, repeated failure to respond to the requested location within fifteen (15) minutes will constitute "good cause" for suspension and/or termination of this contract.
- E.** The Contractor agrees to process and record the status, condition, and disposition of all vehicles towed under this agreement in the manner prescribed by the city manager or the city manager's designee and upon demand of the City shall release said records to the City. Contractor shall provide City with a report indication the number of tows Contractor

provided for City itself, police requested tows and non-preference tows annually for the previous calendar year no later than January 31st.

- F. The Contractor further agrees that towing service includes the removal of all dirt, glass and other debris upon the street attributable to the vehicle being towed or resulting from the tow.
- G. City personnel shall remain at the scene of a tow for as long as possible and necessary to insure the safety of all persons involved.
- H. This contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.
- I. Contractor shall respond to at least ninety-five percent (95%) of tow requests to Contractor. Contractor's failure to respond to at least ninety-five percent (95%) of the tow requests dispatched in any thirty (30) day period, will constitute "good cause" for suspension and/or termination of this contract.

STORAGE

A. General Requirements

- 1. Contractor shall store towed vehicles at _____.
- 2. The designated storage facilities shall be in accordance with all applicable zoning requirements, be located within the Keizer city limits or within five (5) road miles of the Keizer city limits and shall be located within the Urban Growth Boundary, and be capable of accommodating vehicles to be stored as follows:
 - a. All storage areas shall be adequately protected to safeguard vehicles and contents.

- b. A covered and enclosed storage area sufficient for at least one (1) vehicle with adequate room to walk around said vehicle.
 - c. All street and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor. No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.
- B. If Contractor's storage facilities are filled to capacity, Contractor may remove vehicles held longer than forty-eight (48) hours, excluding holidays and weekends, to the designated storage facilities of another towing company with equivalent storage facilities. Notification of the new storage location shall be given within one (1) hour to any party provided information as to the initial storage location.
- C. Contractor must have an identification sign in plain view at its primary facility including the company name, regular business hours, a telephone number for after hours information and, if applicable, that there will be a service charge for releases after regular business hours.

X. RELEASE OF VEHICLES

The Contractor shall maintain both a business phone and business office through which contact may be made for the release of towed and storage vehicles between 8 a.m. and 5 p.m., Monday through Friday (holidays excepted). The location of said business office shall be approved by the City if different than the location of approved storage.

After providing proof of ownership, owners shall have access to their vehicles without charge during normal business hours, for the purpose of removal of unattached personal property.

Owners of a towed vehicle may obtain release of or access to his vehicle during other than normal business hours by making an appointment with Contractor for such release. The Contractor shall be allowed one (1) hour or longer (if mutually agreed) to respond to release or allow access to a vehicle. City will provide towed vehicle reports for Contractor's use in determining "Hold" or "No Hold" status of vehicle and the appropriate release authorization required.

Contractor may refuse to release any vehicle in his possession until he receives payment of all charges from the owner or other claimant.

XI. RATES

This contract does not set rates for towing, recovery, storage, release of vehicles, or other services related thereto. Contractor shall post its rates for all such services in plain view to the public at its primary facility. Contractor shall provide to City a copy of such rates, which shall be available to the public. Contractor shall notify City in writing ten (10) days before a change in rates becomes effective.

XII. RESERVATION OF RIGHTS BY CITY

In addition to any other rights granted to the City pursuant to this contract, or by law, City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor.

XIII. MODIFICATION OF AGREEMENT

Any modification of the terms of this agreement shall be made and executed in writing by and between the parties hereto with the same formalities as this agreement.

XIV. RENEWAL OF AGREEMENT

This contract shall automatically renew each year for a one year period ending December 31 unless terminated pursuant to paragraph IV of this contract.

XV. APPLICATION OF LAW

The Contractor shall fully comply with all the provisions of the charter and ordinances of the City of Keizer, all applicable rules, regulations, or resolutions of all or any governmental units and statutes of the State of Oregon, insofar as the same are applicable to this contract for the operation provided herein.

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IN WITNESS WHEREOF, the City has caused this agreement to be executed in its corporate name by its Mayor and be duly attested by its Recorder, and the Contractor has caused this agreement to be signed as of the day and year above written.

Approved:

City Manager

Approved as to form:

City Attorney

CITY OF KEIZER:

By: _____
Mayor

Attest: _____
City Recorder

CONTRACTOR:

Signature

Printed Name

Title

NAME AND ADDRESS OF BUSINESS:

Name: _____

Address: _____

Telephone: _____

2265COK.017



July 6, 1998

AGENDA ITEM 6b

**ORDER – DEFINING WHEN COMMERCIAL SOLID WASTE
COLLECTION RATES WILL BE IMPOSED**

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND COUNCIL MEMBERS

THROUGH: WALLY MULL, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY 

SUBJECT: *IMPOSITION OF COMMERCIAL GARBAGE RATES*

DATE: June 30, 1998

The franchise solid waste collectors have requested that the council consider defining when commercial collection rates shall be imposed. The current rate order contains no discussion in this regard.

The difficulty is when a home-based business or other entity requests service of a residential nature, but the volume is substantially more than the residential average.

Consequently, we have drafted the enclosed Order which amends last year's rate order by adding a definition for when commercial rates will be imposed.

RECOMMENDATION:

Staff recommends the attached Order be adopted. Please let me know if you have any questions in this regard. Thank you.

ESJ/tmh
enclosure

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 ORDER

3 IN THE MATTER OF DEFINING WHEN COMMERCIAL
4 SOLID WASTE COLLECTION RATES WILL BE
5 IMPOSED (AMENDING ORDER DATED JUNE 16,
6 1997)

7 This matter comes before the Keizer City Council upon the request of the
8 franchised solid waste collectors in the City of Keizer; and

9 IT APPEARING that that certain Order entitled "In the Matter of the Rates for
10 Franchised Solid Waste Collection Within the City of Keizer, Effective as of September
11 1, 1997, Until Replaced" was adopted on June 16, 1997;

12 IT FURTHER APPEARING that such Order set forth rates for commercial roll
13 cart service, but did not identify when such rates would be imposed;

14 IT FURTHER APPEARING that it is appropriate to define when such
15 commercial roll cart service rates will be imposed;

16 NOW THEREFORE,

17 IT IS HEREBY ORDERED as follows:

18 ///

19 ///

20 ///

1 Section 1. AMENDMENT. The above referenced Order dated June 16, 1997
2 is hereby amended as follows:

3 The following language shall be added immediately after Section I(E)
4 “COMMERCIAL ROLL CART SERVICE” section on Exhibit “A”:

5 Commercial rates will be applied if a customer meets one or
6 more of the following criteria:

- 7 1) A business name is specified to open or maintain the
8 account.
- 9 2) Cans or roll carts are shared by multiple residences
10 (including duplexes).
- 11 3) The account is located in a commercial zone and used
12 for non-single family residential purposes.
- 13 4) Commercial activity is substantial enough to require
14 a license, zone change or variance.

15 Exception: Commercial rates will not be charged if the
16 account is a single family residence with an allowed home
17 business (home occupation) and the home is the family’s
18 residence. However, if the customer consistently has larger
19 than average residential quantities, commercial rates may be
20 imposed. If a customer objects to imposition of the
21 commercial rates, such customer may request a hearing
22 before the City Manager. The City Manager’s decision shall
23 be final.

24 ///

25 ///

26 ///

27 ///

1 Section 2. EFFECTIVE DATE. This Order shall be effective thirty (30) days
2 after its passage. The collection franchisee shall notify affected customers prior to
3 implementing the new commercial rates definition, as prescribed by Marion County
4 Ordinance 615, as amended.

5 PASSED this _____ day of _____, 1998.

6 SIGNED this _____ day of _____, 1998.

7
8

Mayor

9
10

City Recorder



July 6, 1998

AGENDA ITEM 6C

**LOCAL LAW ENFORCEMENT BLOCK GRANT
CRIME PREVENTION PROGRAM**

To: Mayor and City Council

Thru: Wally Mull, City Manager

From:  Marc Adams, Chief of Police
 Jodi Sherwood, Community Services Coordinator

Subject: **LOCAL LAW ENFORCEMENT BLOCK GRANT – PUBLIC HEARING**

BACKGROUND

The Bureau of Justice Assistance of the U.S. Department of Justice has provided a grant to the City of Keizer through the Local Law Enforcement Block Program. The purpose of this program is to provide units of local government with funds to underwrite projects to reduce crime and improve public safety.

Funding may be designated for one of seven purpose areas, which address a wide variety of activities. The following category was selected to be addressed under this grant: “Establishing crime prevention programs involving cooperation between community residents and law enforcement personnel to control, detect, or investigate crime or the prosecution of criminals.”

The total amount funded under the grant is \$12,322 with a local match of \$1,369.

To meet the requirements of the grant we are to hold a public hearing on the proposed use of funds.

The proposed use of funds is as follows:

\$1,500 Security Program for Senior Citizens. This would provide deadbolt locks and other minor security measures for senior citizens in the City of Keizer. The program would partner with Senior Groups in the City to identify those that are in need of increased crime prevention efforts at their residences. The labor would be provided by volunteers and modeled after the Springfield Police Departments “Lock-Out” Program.

\$1,300 Bringing Law Enforcement and Students Together. (B.L.A.S.T.) This program will be running this summer throughout Marion County. This program is offered to current 7th grade students of Whiteaker Middle School. Five classes will be held through the summer that will bring law enforcement officers together with students for a week long camp. The goal is to give high, medium and low risk students the chance to be involved in a summer camp that will provide positive alternatives to gangs, violence drugs and crimes of the streets. The School Resource Officers have identified some of the students that would be best served for this program to attend the camp. During the camp the students will be involved in classes that will teach refusal skills, positive vs negative choices and how to be a better person in our society. Other topics to be

covered, include, in-part, self-esteem, confidence building, team building and a community service project.

\$2,000 McGruff Costume. This will allow the department to buy two McGruff costumes. The current costume that we own is outdated and several years old. Buying two costumes will allow the department to have McGruff attend more events. It will also allow one of the costumes to have a break during the hot summer festivities. This would also include back-up batteries for each costume.

\$2,000 Display Stand. To help promote crime prevention at the various fairs, activities and other events we attend. These funds would also be used to purchase display items such as; a drug display kit, displays of the proper locks to purchase, etc.

\$1,000 Binding Equipment/Scanner. This equipment will help enhance the current crime prevention materials that we publish.

\$4,000 Printer and Software to develop brochures and materials. A new presentation quality printer will be purchased along with several software combinations. This will greatly enhance the quality of publications that we develop along with other items that are produced.

\$1,891 Materials to develop brochures, pamphlets and other crime prevention materials and miscellaneous office supplies that will be needed with the purchase of the above equipment.

FISCAL IMPACT

Our match for this grant is \$1,369 that will be funded through the crime prevention line item or other more applicable areas such as; office supplies for example.

RECOMMENDATION

It is recommended that the City Council open the public hearing receive testimony and close the public hearing.



July 6, 1998

AGENDA ITEM 6d

**LOCAL LAW ENFORCEMENT BLOCK GRANT
OVERTIME FOR COMMUNITY POLICING ACTIVITIES**

To: Mayor and City Council
Thru: Wally Mull, City Manager
From:  Marc Adams, Chief of Police
 Jodi Sherwood, Community Services Coordinator

Subject: **LOCAL LAW ENFORCEMENT BLOCK GRANT – PUBLIC HEARING**

BACKGROUND

The Bureau of Justice Assistance of the U.S. Department of Justice has provided a grant to the City of Keizer through the Local Law Enforcement Block Program. The purpose of this program is to provide units of local government with funds to underwrite projects to reduce crime and improve public safety.

Funding may be designated for one of seven purpose areas, which address a wide variety of activities. The following category was selected to be addressed under this grant: “Paying overtime to employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel to increase the departments community policing activities.”

The total amount funded under the grant is \$12,966 with a local match of \$1,439.

To meet the requirements of the grant we are to hold a public hearing on the proposed use of funds.

The proposed use of funds is as follows:

(Using a high average of \$35.00 per officer per overtime hour = 412 hours available)

268 overtime hours for programs, presentations and operations of Community Policing related activities that will address crime in the District One Area. This will not preclude the activities from occurring in other districts, however the focus will be in the District One Area.

72 overtime hours for development and presentation of Crime Prevention Courses for Businesses

48 overtime hours for officer development and presentation in a city wide Neighborhood Watch Conference

24 overtime hours for officer participation in the Keizer Police Kid’s Day or other Crime Prevention Fair

FISCAL IMPACT

Our match for this grant is \$1,439 that will be funded through current police overtime line item.

RECOMMENDATION

It is recommended the City Council open the public hearing receive testimony and close the public hearing.



July 6, 1998

AGENDA ITEM 7a

**ORDINANCES – INCREASING IMPOUNDMENT
ADMINISTRATIVE FEE**

COUNCIL MEETING _____

AGENDA ITEM NUMBER _____

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: H. MARC ADAMS 
CHIEF OF POLICE

SUBJECT: IMPOUNDED VEHICLES ADMINISTRATIVE FEE AMENDMENT

BACKGROUND:

In November, 1994 the City Council adopted Ordinance 94-310 - "Declaring Uninsured Vehicles and Vehicles Operated by Drivers Without Driving Privileges or Whose Licenses are Suspended or Revoked to be Nuisances and Allowing for the Vehicles to be Impounded." In addition, in April 1995, the Council adopted Ordinance 95-322 - "Declaring Vehicles Operated by Persons Under the Influence of Intoxicants to be Nuisances and Allowing for Vehicles to be Impounded." Included within both of these ordinance was language stating that the person operating the motor vehicle at the time it is towed and impounded shall be liable for the expenses incurred in the towing and storage of the motor vehicle, including a \$50.00 administrative fee, whether or not the motor vehicle is returned to the person who was operating it at the time of impound.

ISSUE:

Since the adoption of these Ordinances the administrative cost for processing these towed and impounded vehicles has increased. As discussed during the 98/99 Budget Hearings, the release process and other front counter duties in the Police Department has resulted in the addition of two Police Records Staff persons. The revenue recovered from the Administrative fees will help off set the cost of the additional personnel.

RECOMMENDATION:

It is recommended the Council adopt the amended attached two Ordinances increasing the Administrative Fee from \$50.00 to \$75.00.

1 BILL NO. ____

A BILL

ORDINANCE NO.
98-_____

FOR

AN ORDINANCE

5 INCREASING THE ADMINISTRATIVE FEE FOR
6 VEHICLES OPERATED BY PERSONS UNDER
7 THE INFLUENCE OF INTOXICANTS;
8 **AMENDING ORDINANCE NO. 95-322**

9 WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.
10 95-322 which declares vehicles driven by persons under the influence of intoxicants to
11 be nuisances and allows such vehicles to be impounded;

12 WHEREAS, such Ordinance provides that certain persons are responsible for
13 expenses incurred in the towing and storage of certain motor vehicles;

14 WHEREAS, such fees include a \$50.00 administrative fee to the City;

15 WHEREAS, the expense to the City in personnel costs in such matters exceeds
16 \$50.00;

17 WHEREAS, the City Council finds that it is appropriate to increase the
18 administrative fee to \$75.00;

19 NOW, THEREFORE,

20 The City of Keizer ordains as follows:

21 Section 1. AMENDMENT OF SECTION 3 OF ORDINANCE NO. 95-322.

22 Section 3 of Ordinance No. 95-322 is hereby amended as follows:

1 Section 3. PERSON RESPONSIBLE FOR FEES. The
2 person operating the motor vehicle at the time it is towed and
3 impounded shall be liable for the expenses incurred in the
4 towing and storage of the motor vehicle under this Ordinance,
5 including a \$75.00 administrative fee, whether or not the motor
6 vehicle is returned to the person who was operating it at the
7 time of impound.

8 Section 2. AMENDMENT OF SECTION 4 OF ORDINANCE NO. 95-322.

9 Section 4 of Ordinance No. 95-322 is hereby amended as follows:

10 Section 4. RETURN OF VEHICLE. The vehicle
11 impounded under this Ordinance shall be returned to the owner of
12 the vehicle or the owner's authorized agent only upon payment of
13 the \$75.00 administrative fee, the expenses incurred in the towing
14 and storage of the vehicle under this Ordinance, furnishing proof of
15 a valid operator's license of the person obtaining the vehicle, and
16 proof of motor vehicle liability insurance pursuant to Oregon State
17 law. The owner may claim a refund of these charges under section
18 6 of this Ordinance.

19 Section 3. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
20 days after its passage.

21 PASSED this _____ day of _____, 1998.

22 SIGNED this _____ day of _____, 1998.

23
24 _____
 Mayor

25
26 _____
 City Recorder

1 BILL NO. ____

A BILL

ORDINANCE NO.

2

3

FOR

98-_____

4

AN ORDINANCE

5

6

7

8

INCREASING THE ADMINISTRATIVE FEE FOR
VEHICLES THAT ARE UNINSURED OR DRIVEN
BY DRIVERS WITHOUT DRIVING PRIVILEGES;
AMENDING ORDINANCE NO. 94-310

9

WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.
94-310 which declares vehicles that are uninsured or driven by unlicensed drivers to be
nuisances and allows such vehicles to be impounded;

12

WHEREAS, such Ordinance provides that certain persons are responsible for
expenses incurred in the towing and storage of certain motor vehicles;

14

WHEREAS, such fees include a \$50.00 administrative fee to the City;

15

WHEREAS, the expense to the City in personnel costs in such matters exceeds
\$50.00;

17

WHEREAS, the City Council finds that the it is appropriate to increase the
administrative fee to \$75.00;

19

NOW, THEREFORE,

20

The City of Keizer ordains as follows:

21

Section 1. AMENDMENT OF SECTION 3 OF ORDINANCE NO. 94-310.

22

Section 3 of Ordinance No. 94-310 is hereby amended as follows:

1 Section 3. PERSON RESPONSIBLE FOR FEES. The
2 person operating the motor vehicle at the time it is towed and
3 impounded shall be liable for the expenses incurred in the towing
4 and storage of the motor vehicle under this Ordinance, including a
5 \$75.00 administrative fee, whether or not the motor vehicle is
6 returned to the person who was operating it at the time of impound.

7 Section 2. AMENDMENT OF SECTION 4 OF ORDINANCE NO. 94-310.

8 Section 4 of Ordinance No. 94-310 is hereby amended as follows:

9 Section 4. RETURN OF VEHICLE. The vehicle
10 impounded under this Ordinance shall be returned to the owner of
11 the vehicle or the owner's authorized agent only upon payment of
12 the \$75.00 administrative fee and the expenses incurred in the
13 towing and storage of the vehicle under this Ordinance. The owner
14 may claim a refund of these charges under section 6 of this
15 Ordinance.

16 Section 3. AMENDMENT OF SECTION 8 OF ORDINANCE NO. 94-310.

17 Section 8 of Ordinance No. 94-310 is hereby amended as follows:

18 Section 8. IMPOUNDING UNINSURED VEHICLES.
19 (1) A police officer who reasonably believes that a person is
20 driving an uninsured vehicle in violation of ORS 806.010 may,
21 without prior notice, order the vehicle impounded until a person
22 with right to possession of the vehicle complies with the conditions
23 for release or the vehicle is ordered released by the Keizer
24 Municipal Judge.

25 (2) Notice that the vehicle has been impounded shall be
26 given to the same parties, in the same manner and within the same
27 time limits as provided in ORS 819.180 for notice after removal of
28 a vehicle.

29 (3) A vehicle impounded under subsection (1) of this
30 section shall be released to a person entitled to lawful possession
31 upon proof of compliance with financial responsibility requirements

1 for the vehicle, payment to the City of Keizer of a fee of \$75.00 and
2 payment of any towing and storage charges. Proof shall be
3 presented to the impounding police agency, which shall authorize
4 the person storing the vehicle to release it upon payment of the
5 charges.

6 Section 4. EFFECTIVE DATE. This Ordinance shall take effect thirty (30)
7 days after its passage.

8 PASSED this _____ day of _____, 1998.

9 SIGNED this _____ day of _____, 1998.

10

11

Mayor

12

13

City Recorder

1 BILL NO. 292

A BILL

ORDINANCE NO.

94- 310

2
3 FOR

4 AN ORDINANCE

5 DECLARING UNINSURED VEHICLES AND VEHICLES OPERATED
6 BY DRIVERS WITHOUT DRIVING PRIVILEGES OR WHOSE
7 LICENSES ARE SUSPENDED OR REVOKED TO
8 BE NUISANCES AND ALLOWING FOR THE
9 VEHICLES TO BE IMPOUNDED

10 WHEREAS, the City Council of the City of Keizer finds that vehicles
11 operated on the city streets while uninsured or by persons without driving
12 privileges or whose operators' licenses have been suspended or revoked are
13 detrimental to the public's health, safety and welfare, and constitute a public
14 nuisance; NOW, THEREFORE,

15 The City of Keizer ordains as follows:

16 Section 1. VEHICLES IMPOUNDED. Whenever a traffic citation
17 is issued or a physical arrest made for a violation of Oregon's vehicle code or
18 a local traffic regulation, and the operator of such motor vehicle is cited or
19 arrested for operating the motor vehicle without driving privileges (ORS
20 807.010), or for having a suspended or revoked operator's license (ORS 811.175
21 or 811.182), a police officer may order the vehicle towed and impounded as
22 provided herein.

23 Section 2. NOTICE REQUIRED. Notice that the vehicle has been
24 impounded shall be given to the same parties, in the same manner and within the
25 same time limits as provided in ORS 819.180 for notice after removal of a
26 vehicle.

27 ///

1 Section 3. PERSON RESPONSIBLE FOR FEES. The person
2 operating the motor vehicle at the time it is towed and impounded shall be liable
3 for the expenses incurred in the towing and storage of the motor vehicle under
4 this Ordinance, including a \$50.00 administrative fee, whether or not the motor
5 vehicle is returned to the person who was operating it at the time of impound.

6 Section 4. RETURN OF VEHICLE. The vehicle impounded under
7 this Ordinance shall be returned to the owner of the vehicle or the owner's
8 authorized agent only upon payment of the \$50.00 administrative fee and the
9 expenses incurred in the towing and storage of the vehicle under this Ordinance.
10 The owner may claim a refund of these charges under section 6 of this
11 Ordinance.

12 Section 5. UNCLAIMED VEHICLES. If the motor vehicle is not
13 reclaimed within 30 days after the motor vehicle is impounded, the vehicle may
14 be disposed of in accordance with the procedure set forth in ORS 819.180,
15 819.190, 819.210, 819.220 and 819.240 to 819.260.

16 Section 6. HEARING PROCEDURES; OWNER LIABILITY. (1)
17 The person operating the motor vehicle at the time it is towed and impounded or
18 the owner of the vehicle impounded under Section 1 of this Ordinance may
19 request a hearing to contest either the validity of the impoundment or the liability
20 for the administrative fee and the expenses incurred in the towing and storage of
21 the vehicle, or both. A request must be made within five (5) calendar days of
22 the impoundment. The request shall be made to a person designated by the
23 impounding police agency to receive such requests.

24 ///

1 (2) When a timely request for a hearing is made, a hearing shall be set
2 for four calendar days after the request is received, excluding Saturdays, Sundays
3 and holidays, but may be postponed at the request of the person asking for the
4 hearing.

5 (3) The impounding police agency shall have the burden of proving by
6 a preponderance of the evidence that there were reasonable grounds to believe
7 that the vehicle was being operated in violation of ORS 807.010 (operating
8 vehicle without driving privileges), ORS 811.175 (infraction driving while
9 suspended or revoked or in violation of permit), or ORS 811.182 (criminal
10 driving while suspended or revoked or in violation of a permit). The police
11 officer who ordered the vehicle impounded may submit an affidavit to the Keizer
12 Municipal Judge in lieu of making a personal appearance at the hearing. If the
13 Keizer Municipal Judge finds that the impoundment of the vehicle was proper,
14 the Keizer Municipal Judge shall enter an order supporting the removal and shall
15 find that the person operating the motor vehicle at the time it is towed and
16 impounded is liable for usual and customary towing and storage costs.

17 (4) The Keizer Municipal Court shall order that the owner of a motor
18 vehicle impounded under this Ordinance is not liable for payment of the
19 administrative fee and the expenses incurred in the towing and storage of the
20 vehicle under section 4 of this Ordinance unless the court is satisfied by a
21 preponderance of the evidence that the owner knew or had good reason to know
22 that the motor vehicle operator was operating the vehicle in violation of
23 ORS 807.010, 811.175 or 811.182.

24 ///

1 The Keizer Municipal Judge may also find the person operating the motor
2 vehicle at the time it is towed and impounded or the owner of the vehicle liable
3 for costs of the hearing.

4 (5) If the Keizer Municipal Judge finds that impoundment of the vehicle
5 was improper, the Keizer Municipal Judge shall order the vehicle released to the
6 person entitled to possession and shall enter a finding that the operator or owner
7 of the vehicle is not liable for any towing or storage costs resulting from the
8 impoundment. If there is a lien on the vehicle for towing and storage costs, the
9 Keizer Municipal Judge shall order it paid by the impounding police agency.

10 (6) The City of Keizer may contract with another agency or entity to
11 conduct hearings under this section.

12 Section 7. SECURITY INTEREST HOLDER RIGHTS. (1) The
13 authority to impound any vehicle under this Ordinance is subject to the rights of
14 a security interest holder under a security agreement executed before the vehicle
15 was impounded under this Ordinance. A vehicle shall be released for the
16 purpose of satisfying a security interest if:

- 17 (a) Request in writing is made to the Keizer Municipal Court;
18 (b) If the vehicle has been impounded, the security interest
19 holder pays the administrative fee and the expenses in
20 removal and storage of the vehicle; and
21 (c) If the registration of the vehicle has been suspended under
22 ORS 809.010, the security interest holder takes possession
23 of the vehicle subject to the suspension of the registration
24 remaining in effect against the registered owner.

1 (2) A security interest holder's obligation to pay and right to recover
2 removal and storage expenses under this subsection are limited to the recovery
3 of those removal and storage expenses incurred during the initial 20-day period
4 when the vehicle was in public storage, unless the authority taking the vehicle
5 into custody under this subsection has transmitted by certified mail a written
6 notice to the holder concerning the accrual of storage expenses. If the vehicle
7 is in private storage, the lien claimant shall transmit the written notice.

8 Section 8. IMPOUNDING UNINSURED VEHICLES. (1) A police
9 officer who reasonably believes that a person is driving an uninsured vehicle in
10 violation of ORS 806.010 may, without prior notice, order the vehicle impounded
11 until a person with right to possession of the vehicle complies with the conditions
12 for release or the vehicle is ordered released by the Keizer Municipal Judge.

13 (2) Notice that the vehicle has been impounded shall be given to the
14 same parties, in the same manner and within the same time limits as provided in
15 ORS 819.180 for notice after removal of a vehicle.

16 (3) A vehicle impounded under subsection (1) of this section shall be
17 released to a person entitled to lawful possession upon proof of compliance with
18 financial responsibility requirements for the vehicle, payment to the City of
19 Keizer of a fee of \$50.00 and payment of any towing and storage charges. Proof
20 shall be presented to the impounding police agency, which shall authorize the
21 person storing the vehicle to release it upon payment of the charges.

22 Section 9. UNINSURED VEHICLE HEARING PROCEDURE. (1)
23 A person entitled to lawful possession of a vehicle impounded under Section 8
24 of this Ordinance may request a hearing to contest the validity of the

1 impoundment. A request must be made within five (5) calendar days of the
2 impoundment. The request shall be made to a person designated by the
3 impounding police agency to receive such requests.

4 (2) When a timely request for a hearing is made, a hearing shall be set
5 for four calendar days after the request is received, excluding Saturdays, Sundays
6 and holidays, but may be postponed at the request of the person asking for the
7 hearing.

8 (3) The impounding police agency shall have the burden of proving by
9 a preponderance of the evidence that there were reasonable grounds to believe
10 that the vehicle was being operated in violation of ORS 806.010. The police
11 officer who ordered the vehicle impounded may submit an affidavit to the Keizer
12 Municipal Judge in lieu of making a personal appearance at the hearing.

13 (4) If the Keizer Municipal Judge finds that the impoundment of the
14 vehicle was proper, the Keizer Municipal Judge shall enter an order supporting
15 the removal and shall find that the owner or person entitled to possession of the
16 vehicle is liable for usual and customary towing and storage costs. The Keizer
17 Municipal Judge may also find the owner or person entitled to possession of the
18 vehicle liable for costs of the hearing.

19 (5) If the Keizer Municipal Judge finds that impoundment of the vehicle
20 was improper, the Keizer Municipal Judge shall order the vehicle released to the
21 person entitled to possession and shall enter a finding that the owner or person
22 entitled to possession of the vehicle is not liable for any towing or storage costs
23 resulting from the impoundment. If there is a lien on the vehicle for towing and

1 storage costs, the Keizer Municipal Judge shall order it paid by the impounding
2 police agency.

3 (6) The City of Keizer may contract with another agency or entity to
4 conduct hearings under this section.

5 Section 10. UNCLAIMED UNINSURED VEHICLES. If the
6 uninsured motor vehicle is not reclaimed within 30 days after the motor vehicle
7 is impounded, the vehicle may be disposed of in accordance with the procedure
8 set forth in ORS 819.180, 819.190, 819.210, 819.220 and 819.240 to 819.260.

9 Section 11. SEVERABILITY. If any section, subsection, sentence,
10 clause, phrase, or portion of this Ordinance is for any reason held invalid or
11 unconstitutional by any court or board of competent jurisdiction, such portion
12 shall be deemed a separate, distinct, and independent provision and such holding
13 shall not affect the validity of the remaining portions hereof.

14 Section 12. EMERGENCY. This Ordinance being necessary for the
15 immediate preservation of the public health, safety, and welfare, an emergency
16 is declared to exist and this Ordinance shall take effect immediately upon its
17 passage.

18 PASSED this 21st day of November, 1994.

19 SIGNED this 23rd day of November, 1994.

20 Al Miller, Council President

21 Mayor

22 Gracy G. Davis

23 City Recorder

24 3896COK2.004

1 BILL NO. 304

A BILL

ORDINANCE NO.
95-322

3 FOR

4 AN ORDINANCE

5 DECLARING VEHICLES OPERATED BY PERSONS UNDER THE
6 INFLUENCE OF INTOXICANTS TO BE NUISANCES AND
7 ALLOWING FOR VEHICLES TO BE IMPOUNDED

8 WHEREAS, the City Council of the City of Keizer finds that vehicles operated
9 on the city streets by persons who are driving under the influence of intoxicants are
10 detrimental to the public's health, safety and welfare, and constitute a public
11 nuisance; NOW, THEREFORE,

12 The City of Keizer ordains as follows:

13 Section 1. VEHICLES IMPOUNDED. Whenever a traffic citation is issued
14 or a physical arrest made for a violation of Oregon's vehicle code or a local traffic
15 regulation, and the operator of such motor vehicle is cited or arrested for driving
16 under the influence of intoxicants (ORS 813.010), a police officer may order the
17 vehicle towed and impounded as provided herein.

18 Section 2. NOTICE REQUIRED. Notice that the vehicle has been impounded
19 shall be given to the same parties, in the same manner and within the same time
20 limits as provided in ORS 819.180 for notice after removal of a vehicle.

21 Section 3. PERSON RESPONSIBLE FOR FEES. The person operating the
22 motor vehicle at the time it is towed and impounded shall be liable for the expenses
23 incurred in the towing and storage of the motor vehicle under this Ordinance,
24 including a \$50.00 administrative fee, whether or not the motor vehicle is returned
25 to the person who was operating it at the time of impound.

26 ///

1 Section 4. RETURN OF VEHICLE. The vehicle impounded under this
2 Ordinance shall be returned to the owner of the vehicle or the owner's authorized
3 agent only upon payment of the \$50.00 administrative fee, the expenses incurred in
4 the towing and storage of the vehicle under this Ordinance, furnishing proof of a
5 valid operator's license of the person obtaining the vehicle, and proof of motor
6 vehicle liability insurance pursuant to Oregon State law. The owner may claim a
7 refund of these charges under section 6 of this Ordinance.

8 Section 5. UNCLAIMED VEHICLES. If the motor vehicle is not reclaimed
9 within 30 days after the motor vehicle is impounded, the vehicle may be disposed
10 of in accordance with the procedure set forth in ORS 819.180, 819.190, 819.210,
11 819.220 and 819.240 to 819.260.

12 Section 6. HEARING PROCEDURES; OWNER LIABILITY. (1) The
13 person operating the motor vehicle at the time it is towed and impounded or the
14 owner of the vehicle impounded under Section 1 of this Ordinance may request a
15 hearing to contest either the validity of the impoundment or the liability for the
16 administrative fee and the expenses incurred in the towing and storage of the vehicle,
17 or both. A request must be made within five (5) calendar days of the impoundment.
18 The request shall be made to a person designated by the impounding police agency
19 to receive such requests.

20 (2) When a timely request for a hearing is made, a hearing shall be set for
21 four calendar days after the request is received, excluding Saturdays, Sundays and
22 holidays, but may be postponed at the request of the person asking for the hearing.

23 (3) The impounding police agency shall have the burden of proving by a
24 preponderance of the evidence that there were reasonable grounds to believe that the

1 vehicle was being operated in violation of ORS 813.010 (driving under the influence
2 of intoxicants). If the Keizer Municipal Judge finds that the impoundment of the
3 vehicle was proper, the Keizer Municipal Judge shall enter an order supporting the
4 removal and shall find that the person operating the motor vehicle at the time it is
5 towed and impounded is liable for usual and customary towing and storage costs.

6 (4) The Keizer Municipal Court shall order that the owner of a motor
7 vehicle impounded under this Ordinance is not liable for payment of the
8 administrative fee and the expenses incurred in the towing and storage of the vehicle
9 under section 4 of this Ordinance unless the court is satisfied by a preponderance of
10 the evidence that the owner knew or had good reason to know that the motor vehicle
11 operator was operating the vehicle in violation of ORS 813.010.

12 The Keizer Municipal Judge may also find the person operating the motor
13 vehicle at the time it is towed and impounded or the owner of the vehicle liable for
14 costs of the hearing.

15 (5) If the Keizer Municipal Judge finds that impoundment of the vehicle was
16 improper, the Keizer Municipal Judge shall order the vehicle released to the person
17 entitled to possession and shall enter a finding that the operator or owner of the
18 vehicle is not liable for payment of the administrative fee or any towing or storage
19 costs resulting from the impoundment. If there is a lien on the vehicle for towing
20 and storage costs, the Keizer Municipal Judge shall order it paid by the impounding
21 police agency.

22 (6) The City of Keizer may contract with another agency or entity to conduct
23 hearings under this section.

24 ///

1 Section 7. BASIS FOR REFUND OF ADMINISTRATIVE FEE, TOWING
2 AND STORAGE CHARGES BY ADMINISTRATIVE ACTION. In addition to the
3 hearing process, if the operator of the vehicle is determined to be not guilty of DUII
4 by a court of law, or if the DUII citation issued to the operator is dismissed by a
5 court of law for lack of evidence, then the person who paid the administrative fee,
6 towing, and storage charges incurred as a result of this incident may apply for and
7 shall receive a full refund from the City of Keizer for all sums paid under this
8 Ordinance upon submitting satisfactory proof to the Clerk of the Court.

9 Section 8. SECURITY INTEREST HOLDER RIGHTS. (1) The authority
10 to impound any vehicle under this Ordinance is subject to the rights of a security
11 interest holder under a security agreement executed before the vehicle was
12 impounded under this Ordinance. A vehicle shall be released for the purpose of
13 satisfying a security interest if:

14 (a) Request in writing is made to the Keizer Municipal Court;

15 (b) If the vehicle has been impounded, the security interest holder pays the
16 administrative fee and the expenses in removal and storage of the vehicle;
17 and

18 (c) If the registration of the vehicle has been suspended under ORS 809.010,
19 the security interest holder takes possession of the vehicle subject to the
20 suspension of the registration remaining in effect against the registered
21 owner.

22 (2) A security interest holder's obligation to pay and right to recover removal
23 and storage expenses under this subsection are limited to the recovery of those
24 removal and storage expenses incurred during the initial 20-day period when the

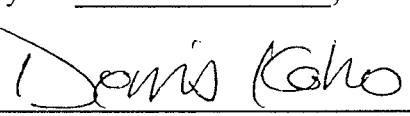
1 vehicle was in public storage, unless the authority taking the vehicle into custody
2 under this subsection has transmitted by certified mail a written notice to the holder
3 concerning the accrual of storage expenses. If the vehicle is in private storage, the
4 lien claimant shall transmit the written notice.

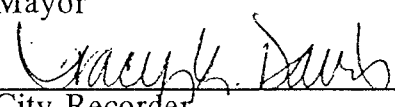
5 Section 9. SEVERABILITY. If any section, subsection, sentence, clause,
6 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional
7 by any court or board of competent jurisdiction, such portion shall be deemed a
8 separate, distinct, and independent provision and such holding shall not affect the
9 validity of the remaining portions hereof.

10 Section 10. EMERGENCY. This Ordinance being necessary for the immediate
11 preservation of the public health, safety, and welfare, an emergency is declared to
12 exist and this Ordinance shall take effect immediately upon its passage.

13 PASSED this 3 day of April, 1995.

14 SIGNED this 7 day of April, 1995.

15 
16 _____
Mayor

17 
18 _____
19 City Recorder

3896COK2.014



July 6, 1998

AGENDA ITEM 7b

RESOLUTION – AMENDING COMPENSATION PLAN
RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT FOR ALTERNATIVE 457 DEFERRED
COMPENSATION PLAN

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: 7b

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: WALLY MULL
CITY MANAGER

FROM: DIANNE HUNT
HUMAN RESOURCES OFFICER

SUBJECT: AMENDMENT TO CLASSIFICATION/COMPENSATION PLAN.

BACKGROUND:

At its June 15, 1998 meeting, Council approved and adopted the Budget Committee's Recommended Budget, which included the following issues to be discussed tonight:

1. 3.3% Cost of Living Adjustment for non-represented employees;
2. addition of two classifications - Senior Planner and Facility Maintenance Worker; and
3. addition of two Police Support Specialist positions.

In addition, employees have requested that the City provide an option to the City's 457 deferred compensation plan, currently with ICMA Corporation.

Staff is presenting tonight information on the these personnel items, with a recommendation to amend the Compensation Resolution to reflect these changes, including the addition of PEBSCO (Public Employees Benefit Services Corporation) as an option to the City's 457 plan.

DISCUSSION:

Cost of Living Adjustment (COLA)

Historically, the City of Keizer has used the Consumer Price Index-W, reflecting buying habits of urban wage earners and clerical workers, to determine the Cost of Living Adjustment for non-represented employees. The Portland CPI-W for 1997 was 3.3 percent. Cost of Living Adjustments are not automatic, and depend upon available funds. The City has funds available for Fiscal Year 1998-99 COLAs, which was included in the City Manager Recommended budget to the Budget Committee. Council approved the Budget at its June 15 meeting.

The Compensation Plan also reflects the 5 percent increase for represented employees as outlined in the Collective Bargaining Agreement between the City of Keizer and the Keizer Police Association, dated July 1, 1996 through June 30, 1999.

Facility Maintenance Worker - Public Works

This position was in the Compensation Plan until it was eliminated July 1, 1997. The intent was to distribute the duties among other staff. However, over the last six months it has become apparent that there are enough miscellaneous duties, such as retrieving the mail, setting up the meeting rooms, washing windows, grounds and facility maintenance, and coordinating City Hall improvements to warrant reinstating this position. This position is in the Fiscal Year 1998-99 Budget, approved by Council June 15.

Senior Planner - Community Development Department

The focus of the Community Development Department has changed from long-range planning projects to more of the day-to-day operations, such as building permits, land-use applications, and the Keizer Transportation System Plan. Given the near completed status of developments and other major projects within Keizer, the City is best served by not filling the Community Development Director position, and instead, creating a Senior Planner classification. These changes will allow for improved customer service to residents and developers.

The Senior Planner will be responsible for long range planning with emphasis on managing the Transportation System Plan; staffing the Planning Commission and Keizer Urban Renewal Board; reviewing all land use activities in relation to zoning and subdivision requirements; coordinating the planning efforts of department staff to ensure the efficient flow of work within the department; and backing up the Planner at the front counter and on the telephone. This position has been budgeted in the approved Fiscal Year 1998-99 City Budget.

Police Support Specialists

(Restructuring of the Police Records Division)

One of the recommendations from a Department of Public Safety Standards and Training (DPSST) report conducted in April 1998, was to add five non-sworn positions to the Police Department. On June 15, 1998, Council adopted the 1998-99 Budget which included the addition of two Police Support Specialists. Staff is proposing to restructure the Records Divisions, within the adopted budget, in order to provide a more efficient and effective customer services to the citizens of Keizer.

Currently, the Records Division has three full-time Support Specialists. Staff proposes to create two classifications - Support Supervisor and Records Technician. The proposal is to promote one of the current Support Specialists to Support Supervisor, hire the two budget-approved positions at an entry level classification, titled Records Technician. The new structure would include: 1 Police Support Supervisor, 2 Police Support Specialists, and 2 Police Records Technicians.

Restructing the Records Division would increase customer service, both at the front counter and on the telephones, as well as allow for more timely entries of police records. Some specific low-priority calls for service will be handled at the front counter. In addition, extended hours will be established to allow the business phones to be answered after regular business hours. The additional cost of a Support Services Supervisor position would be offset by utilizing the entry level classification, Records Technician, with no fiscal impact to the City.

Deferred Compensation 457 Plan

In response to employees' request for the City to provide an option to the current ICMA 457 deferred compensation plan, additional investment plans were researched. After reviewing three plans, PEBSCO, Valic, and the Rural Municipal Retirement Plan, it was decided that PEBSCO would provide the City with the most programs, and staff with the most options. Employees will be able to designate where their 457 contributions would go by selecting either ICMA or PEBSCO. There is no cost to the City.

If Council approves the addition of PEBSCO services, the attached Resolution Authorizing the City Manager to Enter into Agreement with U.S. Conference of Mayors Deferred Compensation Plan, Administered by PEBSCO (Public Employees Benefit Services Corporation), is a requirement of PEBSCO and will need formal action tonight by Council.

RECOMMENDATION:

It is recommended that Council approve:

A. Resolution Amending the Compensation Plan, effective July 1, 1998, which reflects the following changes:

1. 3.3% Cost of Living Adjustment for all non-represented employees;
2. 5% salary adjustment for represented employees per Keizer Police Association contract;
3. Addition of Senior Planner, Maintenance Worker, Support Services Supervisor, and Records Technician classifications and appropriate salary ranges; and
4. Addition of PEBSCO as an option to the City's 457 deferred compensation plan.

B. Resolution Authorizing the City Manager to Enter into Agreement with the U.S. Conference of Mayors Deferred Compensation Plan, Administered by PEBSCO (Public Employees Benefit Services Corporation), as an optional deferred compensation plan for all eligible employees.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON
Resolution R98- _____

**AMENDING THE COMPENSATION PLAN AND CERTAIN FRINGE BENEFITS FOR NON-
REPRESENTED EMPLOYEES, EFFECTIVE JULY 1, 1998.**

The City Council of the City of Keizer does hereby resolve as follows:

SECTION 1. That Resolution R97-996 is hereby repealed in its entirety.

SECTION 2. Salary grades for unrepresented classifications have been revised as recommended by the City Manager and approved by the City Council, and are currently assigned to the following classifications.

SALARY GRADE	CLASSIFICATION	FLAT	BASE MONTHLY PAY RANGES				
			1	2	3	4	5
NA	City Manager	\$6,025					
NA	Chief of Police		\$4,854	\$5,096	\$5,351	\$5,619	\$5,899
NA	City Recorder		\$3,504	\$3,679	\$3,863	\$4,056	\$4,259
NA	Community Development Dir.		\$4,595	\$4,825	\$5,066	\$5,319	\$5,585
NA	Finance Director		\$4,514	\$4,740	\$4,977	\$5,226	\$5,487
NA	Public Works Director		\$4,755	\$4,993	\$5,242	\$5,504	\$5,780
12	Police Lieutenant		\$4,186	\$4,395	\$4,615	\$4,846	\$5,089
11	-- ¹		\$3,841	\$4,033	\$4,234	\$4,446	\$4,668
10	Police Sergeant		\$3,523	\$3,700	\$3,885	\$4,079	\$4,283
10	Public Works Superintendent		\$3,523	\$3,700	\$3,885	\$4,079	\$4,283
9	Human Resources Officer		\$3,232	\$3,394	\$3,564	\$3,742	\$3,930
9	Senior Planner		\$3,232	\$3,394	\$3,564	\$3,742	\$3,930
8	Accountant		\$2,966	\$3,114	\$3,270	\$3,433	\$3,605
8	Municipal Utility Worker III		\$2,966	\$3,114	\$3,270	\$3,433	\$3,605
8	Planner		\$2,966	\$3,114	\$3,270	\$3,433	\$3,605
8	Support Services Supervisor		\$2,966	\$3,114	\$3,270	\$3,433	\$3,605
7	Administrative Assistant		\$2,721	\$2,857	\$3,000	\$3,150	\$3,308
6	Municipal Utility Worker II		\$2,591	\$2,721	\$2,857	\$3,000	\$3,150
6	Utility Billing Technician		\$2,591	\$2,721	\$2,857	\$3,000	\$3,150
5	Code Enforcement/Zoning Technician		\$2,468	\$2,591	\$2,721	\$2,857	\$3,000
5	Municipal Court Clerk		\$2,468	\$2,591	\$2,721	\$2,857	\$3,000
4	-- ¹		\$2,350	\$2,468	\$2,591	\$2,721	\$2,857
3	Municipal Utility Worker I		\$2,238	\$2,350	\$2,468	\$2,591	\$2,721
2	Clerical Specialist		\$2,131	\$2,238	\$2,350	\$2,468	\$2,591
2	Recording Secretary		\$2,131	\$2,238	\$2,350	\$2,468	\$2,591
2	Utility Billing Clerk		\$2,131	\$2,238	\$2,350	\$2,468	\$2,591
1	-- ¹		\$2,030	\$2,131	\$2,238	\$2,350	\$2,468
NA	Facility Maintenance Worker (hourly)		\$7.50	\$7.88	\$8.27	\$8.69	\$9.12

/// ¹ No position is currently assigned to this Salary Grade.

SECTION 3. The following salary grades have been adjusted based upon a contracted cost of living increase as recommended by the City Manager and approved by the City Council, and are currently assigned to the following Police Department classifications, effective July 1, 1997.

<u>CLASS TITLE</u>	<u>BASE MONTHLY PAY RANGES</u>				
	1	2	3	4	5
Police Officer	\$2,831	\$2,973	\$3,122	\$3,278	\$3,442
Support Specialist	\$2,097	\$2,202	\$2,312	\$2,428	\$2,549
Community Services Officer	\$2,097	\$2,202	\$2,312	\$2,428	\$2,549
Community Services Coordinator	\$3,015	\$3,166	\$3,324	\$3,490	\$3,665
<i>Records Technician</i>	<i>\$1,906</i>	<i>\$2,001</i>	<i>\$2,101</i>	<i>\$2,206</i>	<i>\$2,316</i>

SECTION 4. A City employee who is determined to be fluent in a second language which is deemed to be of benefit to the City, shall receive a maximum incentive of two and one-half percent (2.5%) per month. Determination of whether the second language is of benefit to the City, will be at the discretion of the City Manager. Fluency will be determined by the City Manager, based upon a standard and testing program which the City will implement by policy with the assistance of high school and/or college faculty members and/or court-approved translators.

SECTION 5. Holiday schedules for all non-represented employees, except Sergeants, are as follows:

New Years Day	Labor Day	1- Personal Leave Day
Martin Luther King's Birthday	Veterans Day	1- Floating Holiday
Presidents Day	Thanksgiving Day	
Memorial Day	Christmas Day	
Independence Day		

SECTION 6. Sergeants shall be entitled to take twelve (12) paid floating holidays per fiscal year. A holiday shall accrue on the first of each month and be taken or paid as earned. Holiday time off shall be scheduled at the request of the employee who may accrue no more than four (4) holidays at any time and who shall make every effort to schedule all of the holidays off during that fiscal year. Should the employee be unable to obtain this schedule because of a request denial by the City, then the employee shall be allowed to accumulate additional holiday time and carry over to the next fiscal year, or be paid for the accrued holiday time at the City's option.

SECTION 7. Vacation schedules for all full time non-represented employees are as follows:

<u>REGULAR EMPLOYEES</u>	<u>DEPARTMENT HEADS</u>
1-2 yrs. @ 6.7 hours	1-4 yrs. @ 10 hours
3-4 yrs. @ 8 hours	5-9 yrs. @ 12 hours
5-9 yrs. @ 10 hours	10-14 yrs. @ 13.33 hours
10-14 yrs. @ 12 hours	15 + yrs. @ 16.67 hours
15 + yrs. @ 16.67 hours	

Note: 6.7 hours = 10 days; 8 hours = 12 days; 10 hours = 15 days; 12 hours = 18 days;
13.33 hours = 20 days; 16.67 hours = 25 days. Half-time employees accrue vacation at one-half the above rate; three-quarter time employees accrue at three-quarter the above rate.

SECTION 8. Sick-leave shall accrue at the rate of 8 hours per month for full-time employees, and shall be prorated accordingly for part-time employees. Sick-leave may be accumulated to a maximum of 960 hours and carried over to the next year. Provided, however, that the employee in the classification of Public Works Director hired prior to June 30, 1985 who has excess of 960 hours of accumulated sick leave shall be entitled to carry up to 1460 hours. The 1460 hours shall be reduced based upon sick leave usage.

SECTION 9. Compassionate Leave: 5-days for each death in the immediate family.

SECTION 10. The City shall pay an incentive of two and one-half percent (2.5%) per month to a Sergeant holding an Associate of Arts Degree. The City shall pay five percent (5%) to a Sergeant holding a Bachelor's degree from an accredited college or university.

SECTION 11. Standby pay for Water Department is \$100.00 per week for 24-hour standby.

SECTION 12. The City shall pay an incentive of:

\$0.10 per hour for Waterworks Certification I;

\$0.25 per hour for Waterworks Certification II;

\$0.75 per hour for Waterworks Certification III;

2.5% per month for an Intermediate BPSST Certificate;

5% per month for an Advanced BPSST Certificate.

SECTION 13. Mileage reimbursement for all employees is set by current IRS rate.

SECTION 14. **RETIREMENT PLAN:**

Management employees: If eligible for PERS, employer contribution will be based upon the actuarial report received from PERS but not more than 19% of gross salary. If eligible for defined contribution (ICMA 401a) employer contribution equaling 11% of base salary.

Non-management employees: If eligible for PERS, employer contribution will be based upon the actuarial

1 report received from PERS. If eligible for defined contribution (ICMA 401a) employer contribution in an amount
2 equaling 11% of base salary.

3 In addition the City will match employee deferred compensation contributions (ICMA or PEBSCO) up to six
4 percent (6%) of salary for unrepresented employees.

5 Upon retirement, unrepresented employees may also apply 50% of unused sick leave toward retirement
6 benefits.

7 **SECTION 15. HEALTH AND WELFARE**

8 Management benefit package: An amount equal to 32% over and above base monthly pay. For those eligible
9 for defined contribution, an amount equal to an additional 1% of base monthly pay toward defined contribution.
10
11

12 **PASSED this ____ day of July, 1998.**

13
14 **SIGNED this ____ day of July, 1998.**

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16
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20 _____
21 **Mayor**

22
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24 _____
25 **City Recorder**
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1 **CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON**

2 **RESOLUTION NO. R98-_____**

3 AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH
4 U.S. CONFERENCE OF MAYORS DEFERRED COMPENSATION PLAN
5 ADMINISTERED BY
6 PUBLIC EMPLOYEES BENEFIT SERVICES CORPORATION (PEBSCO)
7

8 **WHEREAS**, the City has considered establishing a second Deferred Compensation Plan
9 to be made available to all eligible City employees, pursuant to Federal legislation
10 permitting such Plans; and

11 **WHEREAS**, certain substantial tax benefits could accrue to employees participating in
12 said Deferred Compensation Plans; and

13 **WHEREAS**, such benefits will act as incentives to City employees to voluntarily set
14 aside and invest portions of the current income to meet their future financial requirements
15 and supplement their City retirement, at no cost to the City; and

16 **WHEREAS**, the U.S. Conference of Mayors has established a master prototype deferred
17 compensation program for cities and political subdivisions permitted its member cities
18 and their employees to enjoy the advantages of this program;

19 **WHEREAS**, The U. S. Conference of Mayors, as Plan Administrator, agrees to hold
20 harmless and indemnify the City, its appointed and elected officers and participating
21 employees from any loss resulting from The U.S. Conference of Mayors Program;

22 **WHEREAS,. NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF**
23 **KEIZER DOES HEREBY RESOLVE AS FOLLOWS:**

24 The City Council hereby adopts the U.S. Conference of Mayors Deferred
25 Compensation Plan for the voluntary participation of all eligible City employees.

1 The City Manager is hereby authorized to executive for the City, individual
2 participation agreements with each said employee requesting same, and to act as the
3 “Administrator” of the Plan representing the City, and to execute such agreements and
4 contracts as are necessary to implement the Program. It is implicitly understood that
5 other than the incidental expenses of collecting and disbursing the employee’s deferrals
6 and other minor administrative matters, that there is to be no cost to the City for the
7 Program.

8

9

10 **PASSED this _____ day of July, 1998.**

11

12 **SIGNED this _____ day of July, 1998.**

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16

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Mayor

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City Recorder



July 6, 1998

AGENDA ITEM 7C

RESOLUTION – AMENDING PERSONNEL POLICIES

CITY COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: 7c

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

THROUGH: WALLY MULL
CITY MANAGER

FROM: DIANNE HUNT
HUMAN RESOURCES OFFICER

SUBJECT: AMENDMENT TO PERSONNEL POLICIES

BACKGROUND:

At its April 1, 1993 meeting, Council approved the current Personnel Policies. At the same time, Council formalized the employment relationship between Department Heads and the City by directing the City Manager to enter into Employment Agreements.

Eliminating the "At Will" Employment Agreements for Department Heads, which included a 6-months severance pay, has been discussed for several months. The City Manager and Department Heads have discussed the "At Will" Employment Agreements Vs. the Personnel Policies and have agreed that Department Head contracts are not necessary. As of July 1, 1998, Department Head contracts are no longer in effect. In lieu of Employment Agreements, the following proposed changes have been incorporated into the Personnel Policies.

In 1997, Council formed a Personnel Policy Committee to review and update City policies, including Administration Policies and Personnel Policies. The Committee reviewed the proposed changes and are in agreement. Department Heads have also reviewed and agree with the proposed changes.

The modifications to the Personnel Policies are highlighted below. Suggested deletions are indicated with strikethrough. Language which has been added is underlined and bold. A complete set of the revised Personnel Policies is attached as Exhibit "A".

SECTION 1.3 APPLICATION. (pg. 2)

These personnel rules, policies and procedures apply to all City employees with exceptions noted for contract employees, elected officials, temporary employees, part-time employees and contracted employees. ~~Article 3.12 through 3.14 do not apply to City Recorder, charter officers, the police chief, the public works director, and the community development director who shall serve at the pleasure of the city Manager, and be separated from city service under any of the following:~~

- ~~A. For misconduct, malfeasance, inefficiency, or poor performance.~~
- ~~B. For other good cause.~~
- ~~C. Without cause, but with notice of six (6) months.~~
- ~~D. Without cause and with less than six (6) months notice, but with salary continuation from the date of notice, until comparable employment is obtained or for 180 days, whichever first occurs.~~

Section 3.14 shall apply to employees in the police department who are excluded from the bargaining unit, ~~except the police chief.~~

[remaining two paragraphs under this Section 1.3: **No change**]

SECTION 1.4.1. DEFINITION OF TERMS (pg. 2)

Department Head. A person appointed by and directly responsible to the City Manager for the administration of a department. **Department head positions are: City Recorder, Chief of Police, Finance Director, and Public Works Director.**

Exempt Employee. An employee who holds an administrative, professional or executive position which is defined as exempt from state and federal wage and hour overtime laws. **These positions are: City Manager, Department Heads, and Police Lieutenant.**

Management Employee. **An employee eligible to receive management benefits. These positions are: City Manager, Department Heads, Police Lieutenant, Police Sergeant, and Public Works Superintendent.**

SECTION 2.5 ATTENDANCE. (pg. 21)

2.5.1 - 2.5.6: **No change**

2.5.7 (pg. 21) Departments shall maintain accurate records of employee's attendance and hours of work and submit them biweekly to the accountant. **Department heads shall maintain accurate records of vacation and sick leave used and submit them biweekly to the accountant.**

SECTION 3.12. PROGRESSIVE DISCIPLINE. (pg. 38)

***Note:** Section 3.12 is listed in full context for your review only since Council would be involved at the final stage of a department head discipline. There is one addition to 3.12.1 to clarify that this section applies to department heads.*

3.12.1. Discipline generally:

On-the-job conduct of City employees affects the ability of the City to serve its citizens and affects the taxpayer's impression of City government. Employee safety, productivity and morale are dependent upon employee conduct.

Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance.

In order to provide a fair method of correcting, and when necessary, disciplining employees, the City will use progressive discipline procedures **for all employees, including department heads.**

3.12.2. Discipline - General Guidelines:

a. Discipline may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense and an employee's work record, and may range from verbal counseling to discharge.

b. Progressive discipline for infractions include:

- (1) verbal counseling
- (2) written counseling or warning
- (3) temporary reduction in pay in lieu of suspension
- (4) suspension
- (5) demotion, and
- (6) dismissal.

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the City deems it appropriate, case by case.

3.12.3. Application of progress discipline: (pg. 39)

- A. For performance deficiencies, employees will normally be verbally counseled once before receiving a written warning. A supervisor may or may not choose to make the imposition of a verbal warning part of the employee's personnel file.

If no other deficiency occurs during the next twenty-four (24) months, the employee may request the warning be removed from the personnel file. Documents removed from individual personnel files will be retained by the City in a separate record system not filed by name, which shall not be considered in personnel decisions.

- B. In the event of two or more performance problems or more serious violation of a City policy or rule, a written warning may be issued.

(1) The warning should be signed and dated by the employee. An employee who disagrees with the facts in the warning may submit a written response. It will be placed in the personnel file with the warning.

(2) A written warning need not pertain to the same or similar matter (issue).

(3) In addition to a written warning, the department head may also suspend an employee without pay for a period of up to thirty (30) working days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the department head will meet with and afford the employee an opportunity to respond to charges and a written statement of facts which support the suspension action.

(4) Department heads, with the approval of the City Manager, may demote or reduce the pay of employees for cause. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he has received a copy of it, and may file a rebuttal statement.

- C. Discharge may result if the employee violates City policy, commits serious misconduct or fails to improve the level of performance. No change

SECTION 3.13. DISCHARGE PROCEDURE: (pg. 40)

Pre-Discharge conference: If a department head determines there is cause for the discharge of an employee, the department head shall notify the employee of the specific reasons and that a suspension without pay and/or discharge is being considered. The employee shall be provided with the facts upon which the actions are based. The department head shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an opportunity to refute the charges and explain the circumstances, the employee may be suspended without pay. If a pre-discharge conference is to be held, it will be scheduled and held at least three (3) days after notice of action has been given. The employee will be given adequate time to develop a response and to seek

necessary outside assistance as the employee feels necessary. The time limits may be varied by the City to meet individual needs.

The department head will conduct the conference and decide whether to impose discharge or a lesser degree of discipline.

SECTION 3.14. APPEAL OF DISCIPLINE ACTION. (pg. 41)

- 3.14.1 Right to appeal from discipline: Any regular employee who has been suspended, reduced in pay, demoted or dismissed, shall have the right of appeal to the City Manager. Notice of the appeal must be filed not later than ten (10) days of the effective date of the action. The Notice of appeal shall include at least the following information: (a) a statement of the complaint and the facts upon which it is based; (b) the remedial action requested; (c) a statement of the reasons why the remedial action is appropriate; (d) a statement of any policies, procedures or law or rules which have not been adhered to or which should be followed. The appeal shall be heard by the City Manager within twenty (20) days after receipt of the request. The City Manager shall furnish the department head concerned with a copy of the notice of appeal in advance of the hearing.
- 3.14.2. Who may appeal: Only regular employees not excluded from the application of these policies (see Section 1.3) have a right to appeal disciplinary actions. In addition to formal appeals under this Section, the City Manager may give consideration to all suggestions and complaints that concern administration of the personnel policies.
- 3.14.3. Investigations: In connection with an appeal or complaint, with respect to any matter arising under these personnel policies, the City Manager may conduct an investigation as he deems necessary. The City Manager shall make a written report upon all matters investigated under the personnel policies. A copy will be given to the employee and placed in the file.
- 3.14.4. Hearings on appeal:
(1) Procedure
The City Manager shall set a hearing upon timely requests made under this policy. The employee and the department head shall be given written notification of the time and place of the hearing.

The order of procedure at the hearing will be as follows:

- A. The department head or a designee will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.
- B. The employee may present evidence in support of the appeal with or without the assistance of legal counsel or other representative.
- C. The department head or a designee may cross-examine or submit evidence in rebuttal or both.
- D. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the department head or a designee then by the employee. The department head may offer rebuttal evidence if desired.
- E. Evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.

(2) Conduct of Hearings

A hearing before the city Manager is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the City Manager. The hearing shall be conducted accordingly. The City Manager may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness.

(3) Counsel or Representative

In appealing a disciplinary action to the City Manager an employee may, but is not required to have counsel or other representative.

- 3.14.5 City manager findings: If, after receiving evidence presented in hearings on disciplinary actions, the City Manager finds that sufficient evidence supports the charges, that the complained-of action taken by the department head was reasonable and was taken for a proper reason consistent with policy, the City Manager may affirm the action; if the City Manager finds that the complained-of action taken by the department head was not so made, the City Manager shall fashion an appropriate remedy and the personnel file shall be purged of such record. The City Manager in lieu of affirming the disciplinary action may modify the discipline as the circumstances warrant.

At the time of filing of the request of the appeal with the City Manager, the department head shall supply the employee with an outline of the procedures used by the City Manager. The decision of the City Manager shall include findings of fact and shall be final.

An employee with remedies under a labor agreement may use this appeal procedure, and may do so only if the employee and the Union waive the right to proceed to appeal under any other policy or contract law or rule.

3.14.6 Procedural rights related to performance and discipline for department heads:

The standards of conduct, performance and discipline to which the City holds department heads and managers ~~is~~ are quantitatively and qualitatively different (higher) than the standards by which other employees are judged. Discussions of expectations, goals and objectives, and coaching and counseling should, in the case of management employees, be sufficient. In rare cases of misconduct, it may be that a suspension could be justified, however, ordinarily instances committed by this level of employee warrant either discharge or counseling. The City Manager is expected to insure standards are established and met, and that an appropriate combination of performance plans, evaluations and counseling are utilized to help the manager department head succeed.

In the event a manager department head ~~excluded from the application of Sections 3.12 to 3.14.5~~ is discharged, asked to resign, or suspended without pay, then such manager may request review of the decision of the City Manager by the City Council.

In the event such a hearing is requested, the request shall meet the requirements of Section 3.14.1. The hearing procedure involving the City Manager (and not a department head) before the City Council shall be conducted in the same manner provided for in Section 3.14.4. The Council shall determine whether the action was taken for sufficient cause and is not arbitrary and capricious as determined solely by the City Council. Sufficient cause shall be judged based on factors which include the considerations set forth above. The following shall also apply:

A. Evidence objected to may be received by the City Council and, in the Council's discretion, rulings on admissibility or exclusion may be reserved until such time as the Council's findings are issued. In considering the admissibility of evidence, the Council may consider but is not bound by the Oregon's Rules of Evidence.

B. If, after receiving evidence presented in hearings on disciplinary actions, the City Council finds that the complained-of action taken by the department head was taken for sufficient cause, the City Council may affirm the action; if the City Council finds that the complained-of action taken was for insufficient cause, the employee shall be reinstated to the position and shall not suffer any loss in pay or status and the official personnel file shall be purged of such record. The City Council, in lieu of affirming the disciplinary action, may modify it as the circumstances may warrant. The decision of the City Council shall include findings of fact and shall be final and binding on all interested parties.

C. The Council may refer any issue to a Hearings Officer who shall conduct the proceedings in accordance with these rules. In such event, all provisions of these rules relating to the duties and authority of the Council shall also apply to the Hearings officer in the conduct of the hearing. The Hearings Officer shall issue Recommended Findings which shall be reviewed by the Council based solely on the record and applicable law. The Council may adopt the Findings by voice vote. In all other cases the Council shall issue a final written decision within twenty (20) working days from receipt of the Recommended Findings.

SECTION 6.2. VACATION. (pg. 53)

6.2.1 - 6.2.5 No change

6.2.6 Vacation schedules must be approved by department heads. Vacation schedules may be amended to allow departments to meet emergency situations. **Department head vacation schedules must be approved by the City Manager**

6.2.7 An employee will be compensated for vacation leave accrued and unused upon separation from City employment. **No change**

~~6.2.8 An employee, subject to City Manager approval and availability of budgeted funds, may elect to receive one week's pay in lieu of one week's vacation if said pay is taken concurrently with one week of vacation.~~

6.2.8 An employee, except department heads, subject to City Manager approval and availability of budgeted funds, may elect to sell one week of vacation one time each fiscal year.

Note: This is not new. Approved by Council 7/14/97, this is one of the compensatory benefits unrepresented employees received to equalize benefits received by represented employees. Adding it here is for housekeeping purposes.

6.2.9 Department heads may request and the City Manager may approve paid compensation each year for up to fifty percent (50%) of unused unpaid vacation leave.

SECTION 6.3. ADMINISTRATIVE LEAVE. (pg. 54)

6.3.1. ~~Employees in the classification of police chief, public works manager, community development director, City Recorder, City Manager and department heads are salaried management personnel.~~ **City Manager, City Recorder, Chief of Police, Finance Director, Public Workers Director, and Police Lieutenant are eligible to receive Administrative Leave.**

~~6.3.2. In consideration for the time commitments of management personnel and job demands, administrative leave will be granted where such leave is warranted based on hours worked, administrative responsibilities on evenings and weekends. Administrative leave should be taken in blocks of not less than four (4) hours per day and should not exceed two (2) days per month. Managers are expected to take administrative time off as it is earned or within six (6)~~

~~months of accrual. Unused administrative leave is non-accruable and the employee shall not be paid for unused administrative leave upon leaving the employment of the City. Administrative leave may be used to extend vacation leave. Administrative leave should be taken within six (6) months of it being earned.~~

~~6.3.3 the use of administrative leave shall be approved by the City Manager, in writing, prior to its use.~~

~~6.3.4 Administrative leave earned and administrative time taken shall be shown on the management time sheet for the applicable pay period.~~

6.3.2 Department heads and Police Lieutenants may be granted Administrative Leave of up to two days per month in recognition of time spent outside of normal office hours. Such leave must be approved by the City Manager for department heads. The Chief of Police will approve such leave for the Police Lieutenants.

SECTION 6.4. SICK LEAVE. (pg. 54)

6.4.1 - 6.4.6 No change

6.4.7 Upon retirement, employees retiring from City service not in the PERS retirement system, may apply 50% of unused sick leave toward retirement benefits.

Note: This is not an additional benefits. It is in the Compensation Plan. Adding it here is for Housekeeping purposes only.

6.4.8 Department heads shall be entitled to accumulate sick leave benefits without limitation. Fifty percent (50%) of accrued sick leave benefits will be paid at time of termination.

6.4.9 - 6.4.10. No change in text, however, numbering changed

SECTION 6.5 EDUCATION OPPORTUNITIES. (pg. 56)

No change, except for:

6.5.1 C. The department head approves the request **of employees and the City Manager approves the request of department heads.**

RECOMMENDATION:

It is recommended Council adopt the attached Resolution amending the Personnel Policies for the City of Keizer as set forth as Exhibit "A".

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R98-_____

RESOLUTION AMENDING THE PERSONNEL POLICIES FOR
THE CITY OF KEIZER

(AMENDING RESOLUTION R93-620)

WHEREAS, the City Council has approved the implementation of Personnel Policies for the City of Keizer; and

WHEREAS, the City Council wishes to continue to provide an atmosphere fostering productivity and security for City employees; and

WHEREAS, contracts for the Department Head positions of City Recorder, Chief of Police, Finance Director, Community Development Director, and Public Works Director have been eliminated; and

WHEREAS, the changes set forth in the amended Personnel Policies are inclusive of Department Head positions;

NOW, THEREFORE,

BE IT RESOLVED, that the City Council of the City of Keizer hereby amends Resolution R93-620 (Personnel Policies) as set forth in Exhibit "A" and by this reference incorporated herein.

PASSED this _____ day of July, 1998

SIGNED this _____ day of July, 1998

Mayor

City Recorder

EXHIBIT "A"

CITY OF KEIZER PERSONNEL POLICIES

Effective Date: _____

Revised: _____

CITY OF KEIZER
PERSONNEL POLICIES
TABLE OF CONTENTS

Page #

Article 1 - General Provisions

Section 1.1 - Purpose of Personnel Policies	1
Section 1.2 - Variances	1
Section 1.3 - Application	1
Section 1.4 - Definition of Terms	2
Section 1.5 - Equal Employment and Affirmative Action Policy	7
Section 1.6 - Harassment	7
Section 1.7 - Policy on Drug-Free Workplace	10

Article 2 - Personnel Policies and Procedures

Section 2.1 - Appointment	17
Section 2.2 - Probationary Period	18
Section 2.3 - Performance Evaluations	19
Section 2.4 - Hours of Work	19
Section 2.5 - Attendance	20
Section 2.6 - Personnel Records	21
Section 2.7 - Reserved	22
Section 2.8 - Promotions	22
Section 2.9 - Reduction in Force	22
Section 2.10- Leaves of Absence	23
Section 2.11- Outside Employment	29
Section 2.12- Travel Expense	29
Section 2.13- Training	30
Section 2.14- Volunteer Work	30
Section 2.15- Political Activity	30
Section 2.16- Employment of Relatives	31
Section 2.17- Resignation	31

Article 3 - What the City Expects From You

Section 3.1 - Teamwork and Excellence	33
Section 3.2 - Personal Conduct	33
Section 3.3 - Code of Ethics for City Employees	33
Section 3.4 - Political Activities of City Employees	34
Section 3.5 - Cost Consciousness	34
Section 3.6 - Attendance and Punctuality	34
Section 3.7 - Personal Appearance	35
Section 3.8 - Appearance of Work Areas	35
Section 3.9 - Personal Telephone Calls	35
Section 3.10- Smoking	35
Section 3.11- Outside Employment	35

Article 3 - What the City Expects From You (cont.) Page #

Section 3.12- Progressive Discipline	36
Section 3.13- Discharge Procedure	38
Section 3.14- Appeal of Discipline Action	38

Article 4 - Classification Plan

Section 4.1 - Purpose	42
Section 4.2 - Class Specifications	43
Section 4.3 - New Positions	43
Section 4.4 - Reclassification	44
Section 4.5 - Working Out of Classification	44
Section 4.6 - Maintenance of the Classification Plan	45

Article 5 - Pay and Compensation

Section 5.1 - Policy	45
Section 5.2 - Preparation and Adoption of the Pay Plan	45
Section 5.3 - Rates of Pay	46
Section 5.4 - Merit Salary Increases	47
Section 5.5 - Additional Compensation	47
Section 5.6 - Pay Day	47
Section 5.7 - Overtime	48

Article 6 - Fringe Benefits

Section 6.1 - Holidays	49
Section 6.2 - Vacation	49
Section 6.3 - Administrative Leave	50
Section 6.4 - Sick Leave	51
Section 6.5 - Education Opportunities	52
Section 6.6 - Conferences and Conventions	53
Section 6.7 - Retirement Plan	53
Section 6.8 - Workers' Compensation	54
Section 6.9 - Health and Welfare	56
Section 6.10- Extended Health Benefits	57
Section 6.11- Credit Union	58

Article 7 - Safety

Section 7.1 - Safety	58
Section 7.2 - Unsafe Conditions	58
Section 7.3 - Accident Reporting.....	59
Section 7.4 - Employee Injury Report.....	60

ARTICLE 1 - GENERAL PROVISIONS

SECTION 1.1. PURPOSE, INTERPRETATION, AND CHANGES TO PERSONNEL POLICIES.

These policies provide rules and regulations for all employees of the City of Keizer (which is referred to as "the City" throughout these policies) relative to matters of personnel administration. These rules and regulations are intended to set a general framework for effective personnel administration.

In the event of a conflict in language, interpretation or application of a collective bargaining agreement, where specific collective bargaining agreement language differs from these rules and regulations, the language contained in the collective bargaining agreement shall take precedence over the rules and regulations in the policies for any employee covered by such collective bargaining agreement.

These policies replace and supersede all pre-existing City policies, procedures or orders relating to personnel matters, and shall not be construed as affording due process procedures in addition to those provided for in the Policy and Procedures Manual of the Keizer Police Department. Chapters 7 and 9 relating to Rules of Conduct and Discipline, set forth in the Policy and Procedure Manual of the Keizer Police Department are approved and shall be applicable to employees of that Department. Department heads should ensure that existing department policies, if any, are consistent with this Manual.

The City reserves the right to change these policies and procedures at any time. The City Manager will notify employees prior to submitting changes in these policies to the City Council.

Except as may be approved in writing by the City Manager (and if inconsistent in any respect with these policies, also approved by the City Council) no employee or representative of the City has the authority to enter into an agreement for employment for any specific term or to bind the City to any term or condition of employment not provided for in these policies.

SECTION 1.2. VARIANCES.

The City Manager may vary or modify the strict application of the provisions of these policies and procedures in any case in which the City determines that the strict application of said provision would result in practical difficulties or unnecessary hardships. Any such variance shall not establish a precedent.

SECTION 1.3. APPLICATION.

These personnel rules, policies and procedures apply to all City employees with exceptions noted for contract employees, elected officials, temporary employees, part-time employees and contracted employees.

Section 3.14 shall apply to employees in the police department who are excluded from the bargaining unit.

In the event of a conflict between these policies and any valid collective bargaining agreement, written agreements relating to transferred employees, City ordinance, state or federal law, the terms and conditions of the labor contract, ordinance or law will apply. In all other cases, these policies and procedures will apply.

In the event of the amendment of any ordinance, rule or law incorporated in this document or upon which these provisions rely, these policies will be deemed amended in conformance with those changes.

SECTION 1.4. DEFINITION OF TERMS.

As used in these policies, the following terms shall have the meanings indicated, unless the contract otherwise requires:

Allocation. The assignment of an individual position to an appropriate classification on the basis of the level and type of knowledge, skills and abilities required and the work performed in the position.

Anniversary Date. The date when probation ends and the employee attains regular employee status; the date of promotion; and the date for purposes of performance evaluations.

Appeal. A request to a supervisor, department head or the City Manager for consideration of, and a decision or ruling on, a work related problem or misunderstanding. Appeals are handled through the problem solving process (§ 2.19) and as a result of discipline (§ 3.14).

Appointing Power. The City Manager or department head to whom authority is delegated by the City Council to make the appointment to fill a vacant position.

Calendar Year. Twelve (12) month period beginning January 1 and ending December 31.

City Manager. The chief executive of the City who is responsible to, and serves at the pleasure of, the City Council.

City Council. The elected legislative and policy making body of the City composed of six Council members and the Mayor.

Class or Classification. A group of positions sufficiently similar in duties, authority and responsibilities that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group.

Class Description. The written description of a class containing a title, statement of duties, distinguishing features, examples of work and desirable qualifications.

Compensatory Time Off. Time off from work in lieu of cash to compensate an employee for overtime worked.

Continuous Service. Service unbroken by separation from City employment, except that time spent by an employee on military and parental leave will be included as continuous service. Time spent on leave without pay will not count as part of continuous service, except that employees returning from such leave will be entitled to credit for service prior to leave.

Contracted Employee. An employee whose employment relationship is ordered and defined according to the terms of a separate and individual contract between the City and the specific individual.

Demotion. The voluntary or compelled movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Department. A major functional unit of the City government as defined by the City Council or state law.

Department Head. A person appointed by and directly responsible to the City Manager for the administration of a department. Department Head positions are: City Recorder, Chief of Police, Finance Director, and Public Works Director.

Disciplinary Action. Imposition of certain personnel actions on an employee, including warning, reprimand, suspension, demotion or dismissal, as a result of conduct or performance detrimental to the City.

Dismissal. Involuntary termination of employment with the City for reasons attributable to unsatisfactory employee conduct or performance.

Duty Day. Any day or shift on which an employee is scheduled to work.

Examination. The overall process of testing, evaluating or investigating the qualifications and abilities of applicants for employment.

Exempt Employee. An employee who holds an administrative, professional or executive position which is defined as exempt from state and federal wage and hour overtime laws. These position are: City Manager, Department Heads, and Police Lieutenant.

Fiscal Year. Twelve (12) month period beginning July 1 and ending June 30.

Full-Time Employee. An employee who is appointed to a position which has a regularly scheduled work week of forty (40) hours.

Harassment. Harassment is not limited to "sexual harassment", and includes creating or contributing to an offensive and hostile work environment because of sex, race, religion, age, disability, national origin or other traits or characteristics not properly considered.

Hire Date. The date an employee begins employment with the City. This date is used as the basis for fringe benefit calculations, but may be adjusted depending on such factors as granting leave without pay.

Hourly Rate. The rate of compensation for each hour of work performed. This is normally determined by dividing the annual regular salary by the regular number of hours scheduled each year. The hourly rate for determination of overtime or compensatory time will be calculated in accordance with state and federal law.

Hours Worked. Time spent in actual performance of assigned duties at the employee's assigned work location. Hours worked does not include unworked paid time such as holidays, vacations and paid and unpaid leaves of absence.

Immediate Family. For purposes of these policies, immediate family is defined as the spouse, son, daughter, mother, father, brother or sister of the employee or the employee's spouse, or the aunt, uncle, niece, nephew, step-parent, stepchild or grandparent of the employee.

Independent Contractor. As defined by ORS Chapter 656, independent contractors are not covered by this personnel policy.

Layoff. A separation from active City employment due to changes in duties or a reorganization of positions, abolishment of a position or service, lack of work or a shortage of funds, or other

appropriate reason which does not reflect discredit on an employee's conduct or work performance.

Leave of Absence. Time off from work for reasons within the scope and purpose of these rules and regulations upon prior approval of the employee's supervisor, department head, or the City Manager.

- A. Leave with pay. An authorized leave while maintaining paid employee status.
- B. Leave without pay. An authorized leave in a non-paid status.

Longevity. The length of time of the employee's continuous service to the City since the last date of hire.

Management Employee: An employee eligible to receive management benefits. These positions are: City Manager, Department Heads, Police Lieutenant, Police Sergeant, and Public Works Superintendent.

Military Leave. Leave of absence granted to an employee for military training or active military duty.

Non-exempt Employee. An employee who is not employed in an exempt administrative, professional or executive position as defined in state or federal law and is subject to wage and hour overtime laws.

Non-Occupational Disability. Disability from an accident or illness suffered or contracted by an employee not attributed to the direct performance of assigned duties.

Occupational Disability. Disability from an accident or illness suffered or contracted as a direct result of the performance of assigned duties.

Overtime. Time worked in excess of eight (8) hours per day or forty (40) hours per week. For positions assigned to a regular ten (10) hour/four (4) day workweek, overtime would be in excess of 10 hours in a day or 40 hours in a workweek. For police officers assigned to a regular twelve (12) hour day, overtime shall be in excess of 12 hours in a day and as established by the collective bargaining agreement.

Part-Time Employee. An employee who is appointed to a position whose regularly scheduled work hours are less than forty (40) hours per week.

Personnel Action. Any action taken with reference to appointment, compensation, promotion, transfer, layoff, discipline, dismissal,

retirement or any other formal measure affecting status of employment.

Personnel File. The file maintained in the Administrative Offices which contains the complete personnel record of a City employee.

Position. A group of related duties and responsibilities, budgeted by the City, requiring the full-time or part-time employment of one person.

Probation. A working trial period during which an employee is evaluated on the basis of actual job performance for fitness for the position. This is the final step in the competitive selection process.

- A. Initial probation: Employees initially appointed to a position, or who return to City employment after any severance in service except layoff, will serve an initial probationary period of twelve (12) months (sworn police officers and Public Works outside employees) or six (6) months (other employees). Employees may be dismissed from City service during the probationary period at will and without further recourse.
- B. Promotional probation: Promoted employees will serve at least a six (6) month promotional probationary period in the new position. If the employee does not qualify in the new position for reasons other than misconduct or delinquency, the employee will be reinstated to the former position held.

Promotion. Movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Reclassification. The allocation of a position to another class when the duties and responsibilities of the existing position have significantly changed as determined by the City.

Regular Employee. An employee who has satisfactorily completed a probationary period and is employed in either a full-time position, or part-time position involving twenty (20) or more scheduled work hours per week.

Resignation. The termination of employment made at the request of the employee.

Seniority. Length of time in the City service which begins on the date of the last regular date of employment. Resignation,

retirement or dismissal may cancel all seniority accrued as designated in these policies.

Shift. The prescribed work day for a position.

Shift employee. An employee whose daily hours of work rotate from one shift to another periodically and whose duties are continuous from the start to the end of the work period except for designated rest or meal breaks.

Step increase. A salary raise within the limits of a pay range established for a class.

Suspension. An involuntary absence from City employment for the purposes of disciplinary action or investigation to determine possible disciplinary action. Depending on the circumstances and in accordance with these policies, the suspension may be with or without pay.

Temporary employee. An employee hired for not longer than a six (6) month period.

Transfer. Appointment to a position in the same or different class which has the same salary range provided that the employee is qualified to do the work in the different class.

Volunteer. An unpaid worker, including reserve police officers, who contributes time and effort in public service to the City.

SECTION 1.5. EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICY.

The City recognizes its legal responsibility to provide equal employment opportunity, to take affirmative and direct action at all levels of City government regarding job classification, salaries, training, fringe benefits and other personnel policies and to improve employment and career opportunities for minority group persons and women according to affirmative action principles.

It is the policy of the City to treat applicants and employees without regard to race, religion, color, national origins, sex, age, handicap or disability which is subject to reasonable accommodation, marital or veteran status, or any other basis prohibited by local, state or federal law (except where there are bona fide occupational qualifications). Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship including recruitment, hiring, promotion, layoff, termination, demotion, transfer, training, rates of pay, fringe benefits, use of facilities and other terms, conditions and privileges of employment.

Any alleged act or complaint of discrimination on the part of any City employee should be reported to the City Manager or designee for appropriate investigation and action.

SECTION 1.6. HARASSMENT.

1.6.1. Statement of concern: The City will work to eliminate and prevent harassment and to alleviate any effects harassment may have on the working conditions of an employee. All harassment is forbidden, including unsolicited remarks, gestures or physical contact, display or circulation of derogatory written materials or pictures regarding either gender or racial, ethnic or religious groups, and personnel decisions on an employee's response to such harassment. The City regards job related harassment as a serious transgression and reason for discipline or discharge.

1.6.2. Policy: The policy of the City is that every employee has a right to be free of harassment. In response to formal reports of harassment, the City will protect all parties involved from retaliation, false accusations, or future harassment, and where indicated, will take prompt and adequate remedial measures.

Should an issue of harassment be raised, all related matters will be kept confidential to the extent possible throughout the investigation, counselling and disciplinary stages. The complaint will be disclosed to those with a need to know during the investigation, including the accused. Any department head receiving notice of harassment shall notify the City Manager who will direct an investigation and insure that the charge is resolved appropriately.

1.6.3. Reporting harassment: Any employee who feels harassed or is aware of harassment of another employee is urged to report this to an immediate supervisor, department head, or City Manager. The report may be informal or formal. A formal report shall include a written statement, which may be a grievance under a labor agreement.

1.6.4. Response to reports of harassment: Written reports concerning harassment will be forwarded to the City Manager unless there is an allegation against that person, and if so, then written

reports will be forwarded to the Mayor who will delegate the matter to the City Attorney. This procedure will apply to written statements received from reporting employees or written records made by supervisory employees, including department heads. Whenever supervisory employees become aware of allegations of harassment, they will make a written record of the allegations and will forward the record to the City in accordance with this policy.

- 1.6.5. Investigation: The City Manager or the City legal counsel or other person designated by the Mayor will begin an investigation if necessary. The first pre-investigation step shall be to inquire of all persons reporting as to whether the record now includes all allegations of harassment. The investigation will be conducted promptly on a priority basis.

The investigation will be directed at ascertaining the facts concerning the allegations. If, in the course of investigation, evidence of harassment is found, the City shall initiate separate investigations.

The investigator shall cause the person reported to have harassed an employee to be advised of the allegations and to afford such person an opportunity to reply orally or in writing. The employee shall also be advised that any retaliatory conduct will be subject to disciplinary action regardless of allegations of harassment.

The results of the investigation shall be reduced to writing. A finding shall be made that there is or is not reasonable cause for disciplinary action. Nothing in this section shall limit the authority of the City to modify policies or practices to correct any appearance of sexual harassment without finding reasonable cause for disciplinary action or taking any disciplinary action. The report will also include any recommendations to remedy any harm which was suffered if the evidence shows that the employee alleged to have been affected by sexual harassment was injured or harmed.

A report which finds reasonable cause for disciplinary action will be maintained in the

personnel file of any employee subject to discipline. The employee may have placed in the personnel file a statement of rebuttal or correction. For the purpose of this section, a former employee may present such statement.

- 1.6.6. Sealing of records relating to harassment:
Records relating to sexual harassment will be retained by the City for a minimum of six (6) years. All such records will be retained in a sealed file. There will be a cross reference to the sealed file of the reporting employee, the allegedly affected employee and the employee who was reported to have harassed another. Once the material in the sealed file is determined to have no reasonable bearing on job performance or on the efficient and effective management of the City, reference to it in one or more individual personnel files may be removed.

No information from the sealed file nor any indication of the cross reference to the sealed file will be disclosed, except for legitimate business needs of the City, to persons who do not have confidential access to the personnel affairs of the City, provided that there are two exceptions which permit some disclosure. First, an employee who reported harassment and/or an employee who was allegedly affected by harassment may request that the City provide information to another regarding the investigation of harassment.

On a case-by-case basis, the City, in its own discretion, may agree to release specified information. Secondly, whenever the City would provide general information to persons who are not officers or employees of the City regarding an employee or former employee from the City's personnel file and the employee's personnel file reflects a finding of reasonable cause for disciplinary action, then the City will also send information regarding the investigation of harassment; except that no readily identifiable reference to other parties involved may be included, and any statement which the employee had requested be held in the file will accompany the disclosure. Information about the finding of reasonable cause for disciplinary action would not be given in response to a request for verification of dates employed.

SECTION 1.7. POLICY ON DRUG-FREE WORKPLACE.

- 1.7.1. Policy: The City considers its employees to be its most valuable asset and is concerned about their safety, health and well-being. The misuse of alcohol and other drugs can impair employee performance and general physical and mental health, and may -jeopardize the safety of coworkers and the general public. The City is committed to maintaining a safe and healthy work place for all employees by identifying the misuse of alcohol and drugs and assisting employees to overcome these problems through appropriate treatment and, if necessary, disciplinary action. The presence or treatment of a substance use problem will not excuse an employee from meeting performance, safety or attendance standards or following other City instructions.

The City has responsibilities under the Drug Free Work Place Act of 1988. The Employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees must understand that the use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled, or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public, is strictly prohibited, except for alcohol or medically prescribed controlled substances off-duty, and possession of controlled substances while in the course and scope of employment and the possession of seized evidence while on-duty. Conduct in violation of this policy may result in disciplinary action and/or criminal investigation, if appropriate. This policy will be enforced and administered in a manner which is consistent with the value statements set forth in this section.

- 1.7.2. Employee assistance program: The City will select a health counseling or other appropriate service provider to assist any employee and pay the cost of any such services when such services are not within the coverage provided in the City's health insurance plan. The City shall be under no obligation to continue to pay such costs when an employee fails to adhere to the treatment plan.

- 1.7.3. Employee education: The City will afford employees an opportunity to deal with drug and alcohol related problems. The City Manager or designee maintains information relating to the hazards of and treatment for drug and alcohol related problems. Any employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.
- 1.7.4. Reports of permitted use: Each employee must report the use of medically authorized drugs or other substances which the employee knows or should know can impair job performance to the immediate supervisor and provide proper written medical authorization to work from a physician while using such authorized drugs. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair job performance. Any failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, can result in disciplinary action.
- 1.7.5. Reports of drug conviction: Each employee must report facts and circumstances to his/her department head no later than five (5) days after conviction violating any criminal drug statute.
- 1.7.6. Prohibited conduct: The following conduct is prohibited:
- A. The buying, selling, or providing; or possession for the purpose of buying, selling, or providing controlled substances including marijuana while on City property or in City vehicles or equipment, or during work hours, including paid rest and meal periods.
 - B. Being at work under the influence of alcoholic intoxicants. Consuming alcoholic intoxicants while in City vehicles or equipment at any time during work hours, including paid rest and meal periods. Reporting to work when the employee knew or should have known that alcohol was present on the employee's breath.
 - C. Possession of any controlled substance including marijuana (but excluding any substance lawfully prescribed for the

employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, during work hours, including paid rest and meal periods.

D. Being at work under the influence of any controlled substance, including marijuana, or having such substances "present in the body" (excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) while on City property or in City vehicles or equipment at any time, during work hours, including paid rest and meal periods. An employee has a controlled substance "present in the body" when the employee tests "positive" in any blood or urine test administered. An employee shall be deemed to test positively for cannabinoids (marijuana or hashish) if his or her urine test indicates 50 or more nanograms THC metabolites/ml.

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

1.7.7. Under the influence: The term "under the influence" of controlled substances including marijuana or alcoholic intoxicants covers not only all the well-known and easily recognized conditions and degrees of impairment and intoxication, but any perceptible abnormal mental or physical condition which is the result of indulging to any degree in controlled substances, marijuana or alcoholic intoxicants which perceptibly tend to deprive the use of that clearness of intellect and control the employee would otherwise possess.

1.7.8.

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

1.7.9. Mandatory testing:

- A. Where the City has a reasonable suspicion that an employee is under the influence of any alcoholic intoxicants or controlled substances, including marijuana, or has a controlled substance, including marijuana, present in the body, the City may require that the employee immediately consent and submit to field impairment tests, blood, urine or breathalyzer test or any combination thereof. The City shall pay for the costs of the tests. A refusal to consent and submit to any of these tests shall subject an employee to immediate termination, subject only to such procedural safeguards as are required by law.
- B. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit to any test(s) specified in this section, the supervisor must first obtain concurrence from the supervisor's department head, or the City Manager that the information available to the City about the subject employee is sufficient to determine reasonable suspicion that prohibited conduct will be established as a result of such test(s).
- C. The employee shall give consent to a blood, urine or breathalyzer test by signing a consent form. The form shall contain the following information:
 - (1) Employee's consent to release test results to the City;
 - (2) The procedure for confirming an initial positive test result for a controlled substance, including marijuana;
 - (3) The consequences of a confirmed positive test result for a controlled substance, including marijuana;
 - (4) The consequences of a positive test for alcohol, including one at or above .08%;

- (5) A listing provided by the employee of legally prescribed and over-the-counter medications which may be in the employee's body;
 - (6) The right to explain a confirmed positive test result for a controlled substance, including marijuana, or a positive test for alcohol;
 - (7) The consequences of refusing to consent to the blood, urine or breathalyzer test.
- D. In the event that the blood or urine test results are positive for controlled substance(s), including marijuana, the City shall require that a second confirmatory test from the same sample be conducted, using gas chromatography mass spectrograph techniques or equivalent, which also must be positive before concluding the employee has such substance(s) present in their body.
- E. If a blood or confirmed urine test is positive, the City will instruct the laboratory to retain the blood or urine sample for a period of not less than thirty (30) calendar days from the date the tests are complete for the purpose of allowing the employee to conduct an independent test at his or her own expense at a laboratory approved by the City.
- F. The procedure followed under this policy is to obtain, handle and store blood and urine samples and to conduct laboratory tests shall be documented to establish procedural integrity and chain of evidence. Such procedures shall be administered with due regard for the employee's privacy and the need to maintain the confidentiality of test result's to an extent which is not inconsistent with the needs of this policy. The employee shall be notified of the results of all tests conducted pursuant to this policy.

1.7.10. Consequences of test results:

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 1.7.6(B) or 1.7.6(D) of this Article shall result in no further action against the employee related to an alleged violation of those sections. The employee shall be informed of such test results.
- B. If an employee who has not previously established that the employee has engaged in prohibited conduct specified in Sections 1.7.6(B) or 1.7.6(E) as a direct result of undercover police assignments referenced in Section _____, is found to have committed such prohibited conduct, the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City. The evaluation will determine the extent of the employee's use of, and dependence on, the applicable substance(s) and, if necessary, recommend an appropriate program of treatment, including but not limited to rehabilitation and counseling to prevent future use. If a program of treatment is recommended by a medical health care professional, the employee shall enroll in it immediately. Failure by the employee to enroll in the recommended program or to complete it successfully shall result in his or her termination from employment.
- C. If an employee has previously committed prohibited conduct specified in Sections _____ as a direct result of undercover police work assignments, and subsequently is found to have committed such prohibited conduct a second time within three (3) years, he or she shall be terminated. The level of discipline imposed for subsequent instances of such prohibited conduct beyond three (3) years may be termination but shall be determined on a case by case basis.

1.7.11. Voluntary rehabilitation:

- A. The primary objectives of the City's drug and alcohol policy are to maintain employee performance and good health and a safe work environment. If, prior to a requirement by the City that the employee submit to any of the tests specified in Section 1.7.9 of this Article, the employee notifies a supervisor that he or she has drug or alcohol problems that require treatment, then in that event the employee shall immediately submit to a medical or psychological evaluation, or both, by a doctor selected and paid by the City and shall enroll in a treatment program recommended by the doctor.
 - B. If an employee has previously enrolled in voluntary rehabilitative treatment described in sub-section A and subsequently again volunteers for such treatment in advance of being required to submit to any of the tests specified in Section 1.7.9 of this Article, then the employee shall immediately submit a medical or psychological evaluation, or both, by a doctor or Psychiatrist/psychologist selected and paid by the City and shall successfully complete the treatment program recommended by the doctor. If the employee fails to complete the treatment program successfully he or she shall be terminated.
- 1.7.12. Searches: The City reserves the right to conduct searches for any reason of City equipment or facilities generally; and may search any thing or area in which the employee has an expectation of privacy (i.e. desk or locker or clothing or personal property) to the extent permitted by the law. Refusal by the employee to submit to a lawful search shall result in termination.
- 1.7.13. Consequences of Search Results:
- A. Searches which do not reveal the presence of alcohol or controlled substances, including marijuana (but excluding any substance lawfully prescribed for the employee's use which has, not been obtained for the purpose of abuse), shall result in no further action against the employee related to an alleged violation of Section 1.7.6(C). The employee shall be informed of such search results.

- B. Searches which reveal the presence of alcohol or controlled substances, including marijuana, (but excluding any substance lawfully prescribed for the employee's use which has not been obtained for the purpose of abuse) shall result in those consequences specified in Sections 1.7.8, 1.7.10(B) or 1.7.10(C) though a positive blood or confirmed urine test had been administered.

ARTICLE 2 - PERSONNEL POLICIES AND PROCEDURES

SECTION 2.1. APPOINTMENT.

It is the policy of the City of Keizer to provide equal opportunity in City employment to all persons and to promote the full utilization of all persons employed by the City. Further it is the policy of the City to take positive, results-oriented affirmative action to employ qualified racial and ethnic minorities and women at all levels within the City service to reflect, on a percentage basis, the minority and female composition within the surrounding labor market. Job openings in City service shall be advertised. This policy shall ensure equal opportunity for all persons.

- 2.1.1. All original appointments to vacancies shall be made by the proper appointing power on the basis of merit, fitness, and in accordance with adopted policies. These qualities shall be determined through careful and impartial evaluation of the following relative to the position applied for:
 - A. The applicant's level of training and education.
 - B. The applicant's previous experience.
 - C. The applicant's mental and physical fitness to perform the functions of the position.
- 2.1.2. All statements submitted on the employment application materials shall be subject to investigation and verification prior to appointment.
- 2.1.3. If required by the department, due to the nature of the position, the selection process may include, but not necessarily be limited to, background, criminal and personal history investigations prior to appointment.

- 2.1.4. An offer of employment may be contingent upon an applicant's successful completion of a medical examination. The City may require each applicant or finalist or leading applicant to take a pre-employment physical examination. If required, this examination will be provided by the City at City expense. Any information gathered will be treated as a confidential medical record. In order to insure continued qualification for employment, the City periodically may request its employees to submit to a medical examination at the City's expense.

SECTION 2.2. PROBATIONARY PERIOD.

- 2.2.1. All original and promotional appointments shall be tentative and subject to a probationary period. Police officers and Public Works outside employees will serve a probationary period of twelve (12) months and all other employees will serve a six (6) month probationary period.
- 2.2.2. In positions where the responsibilities are such that a longer period is necessary to demonstrate an employee's qualifications, the probationary period may be extended with the approval of the City Manager. The employee shall be notified in writing of the extension and the reasons therefor.
- 2.2.3. In the event of an employee's absence from work during the probationary period, the period of absence shall not be counted in determining the time served in probationary status.
- 2.2.4. During the first six months of continuous employment, the employee shall not be eligible for vacation leave and sick leave, but shall accrue vacation and sick leave credit for the period, effective on the first day of the seventh full month of employment. Earned leave may be taken thereafter as provided for in these policies. Employees terminated prior to the completion of six months of employment shall not be paid for vacation.
- 2.2.5. Upon satisfactory completion of the probationary period as determined by the City in writing, the employee will be considered as a regular employee and shall be so informed.

- 2.2.6. During an original appointment probationary period, a probationary employee may be released from employment at any time without cause or appeal.
- 2.2.7. During a promotional probationary period, the promoted employee may be demoted to the former position at any time without cause or appeal, even though this may necessitate the layoff of the employee occupying the position.

SECTION 2.3. PERFORMANCE EVALUATIONS.

- 2.3.1. The City uses an evaluation and appraisal system for periodic review of employee's performance. Generally, employees are evaluated halfway through and again immediately prior to the end of the probation period; employees may be evaluated more frequently in the discretion of the department head. Thereafter, each employee shall receive a performance evaluation during the month prior to the anniversary date.
- 2.3.2. The performance evaluation program is intended to promote a common understanding of individual needs, work objectives and standards of acceptable perform to meet or exceed those expectations.
- 2.3.3. Performance evaluations are generally administered by an employee's immediate supervisor, and reviewed by the department head and/or City Manager.
- 2.3.4. Completed performance evaluations are retained in the respective employee's personnel file.

SECTION 2.4. HOURS OF WORK.

- 2.4.1. The hours during which City offices and departments shall be open to serve the public shall be those determined by the City Council.
- 2.4.2. The hours of work for individual positions shall be determined by the City Manager or department head with the approval of the City Manager to meet the needs of the City. The City Manager may authorize flex time arrangements and telecommuting.

Water department employees: The work schedule for waterworks operator, water production/quality technician, water utility supervisor, cross-connection inspector/parks superintendent and senior utility clerk are from 7:30 a.m. to 5:00 p.m. daily with one-half hour lunch time. Friday hours are 8:00 a.m. to 5:00 p.m. with one-hour lunch time. This schedule will be arranged by the department head. These employees will receive off-duty time on alternating Fridays, to total a regularly scheduled two week pay period of 80 hours.

2.4.3. The City Manager or department heads shall establish a schedule of regular working hours for their departments. Alternative work schedules may be developed to meet City needs for service.

2.4.4. The regular hours of work each day shall be consecutive except for interruptions for lunch period and rest periods. Work periods shall be scheduled as follows:

A. Full-time employees: The work day for full-time employees shall consist of eight (8) consecutive hours of work for five (5) consecutive days of work followed by two (2) days off-duty time.

B. Part-time employees: The work schedule for part-time employees shall consist of less than 40 hours per week, scheduled to meet the City's needs.

D. Police personnel: Hours of work shall be those determined in accordance with the collective bargaining agreement for bargaining unit personnel. Hours of work of supervisors and support personnel shall be determined by the Chief of Police based on assignment and operational needs.

SECTION 2.5. ATTENDANCE.

2.5.1. Employees shall be in attendance at their work locations in accordance with the rules regarding work, holidays and leaves of absence.

2.5.2. An employee shall not absent him/herself from work for any reason, other than those specified in this

document authorizing sick leave, without making prior arrangements with his/her supervisor.

- 2.5.3. An employee who is absent from work for reasons outlined in the sick leave section, shall notify their supervisor in accordance with the provisions of that section.
- 2.5.4. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be cause for disciplinary action.
- 2.5.5. An employee who is absent from work for three (3) consecutive working days without authorization, except for a situation beyond the employee's control, will be considered to have abandoned his/her job as of the last day of active employment.
- 2.5.6. Employees subject to state and federal overtime laws may not work beyond their normal duty day without prior approval from their supervisor.
- 2.5.7. Departments shall maintain accurate records of employees' attendance and hours of work and submit them biweekly to the accountant. Department heads shall maintain accurate records of vacation and sick leave used and submit them biweekly to the accountant.

SECTION 2.6. PERSONNEL RECORDS.

Personnel records are maintained on all City employees and are the property of the City. The records shall contain, but not be limited to: employee application for employment, examination materials, personnel action forms, performance appraisals and records relating to fringe benefits.

- 2.6.1. The City shall maintain a complete service and personnel record for each current employee in his/her service.
- 2.6.2. The personnel record shall show the employee's name, title of position(s) held, department to which assigned, salary, change in employment status, training received, and other such information affecting employment status and job performance, including commendations and awards.
- 2.6.3. Access to the personnel files shall be limited to the employee, immediate supervisor, department

head and City Manager and others as provided by law. Requests by any other person or organization for access will require the written authorization of the employee. Information in the personnel files will be treated as exempt from public disclosure as provided in the Oregon Public Records law, unless disclosure is required by law as determined by the City.

2.6.4. An employee may include a written statement of explanation or rebuttal to any material placed in his/her file which reflects critically on the employee. Copies of materials in his/her personnel file will be provided to the employee upon the employee's request, or to the employee's representative upon written request of the employee without undue delay.

2.6.5. All requests for information regarding the employment status or performance of past or present City employees shall be directed to the City Manager or designee.

2.6.6. An employee may request removal by the City Manager of documentation of oral warnings and reprimands after 24 months. Consideration shall be given based on the employee's performance and the continued relevance of the documentation.

SECTION 2.7. . (Reserved.)

SECTION 2.8. PROMOTIONS.

It is the City's policy to encourage and promote the professional growth of each employee. Therefore, the City encourages employees to apply for promotions to positions for which they are qualified. Promotions shall be based on the ability, qualifications and potential of candidates for the position.

2.8.1. The appointing power may recruit both current employees and applicants from outside the City service to insure the selection of the most qualified and appropriate person to fill a position.

2.8.2. The appointment to fill the vacancy shall be made on a competitive basis utilizing the criteria for appointments established in Section 2.1 of this document.

- 2.8.3. The City Manager may restrict the field of applicants and solicit applications only from among current City employees whenever the City Manager determines that the City's existing employees possess the qualifications for the position.

SECTION 2.9. REDUCTION IN FORCE.

The City may layoff an employee due to changes in duties or a reorganization of positions, when a position or service is abolished or when there is lack of work or shortage of funds.

- 2.9.1. A reasonable effort will be made to integrate employees subject to layoff into other departments if vacancies exist.
- 2.9.2. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's seniority. An employee shall be given notice of a pending layoff at least thirty (30) calendar days before the effective date stating the reasons for the layoff.
- 2.9.3. Employees shall be recalled from layoff in their classification according to their seniority in that classification.
- 2.9.4. No new employees shall be hired in one of the layoff classifications until all employees in that classification on layoff status desiring to return to work have been recalled.
- 2.9.5. Layoff status shall be maintained for a two-year period. It shall be the obligation of the employee to maintain contact with the City during this period.
- 2.9.6. Upon layoff, the City shall cease to pay premiums for any fringe benefits, but the employee may at his/her own expense pay for group coverage of health benefits in accordance with current state and federal law.

SECTION 2.10. LEAVES OF ABSENCE.

- 2.10.1. General: A leave of absence is time off from work (other than compensatory time, sick leave, vacation or holiday) for reasons within the scope and purpose of these policies and procedures upon

prior approval of the employee's department head or the City Manager. Requests for leave of absence in excess of thirty (30) calendar days must be approved by the City Manager. Under normal circumstances, leave of absence requests are to be in writing and should include the nature of the leave, the inclusive dates and all other essential details.

A leave of absence granted to an employee does not create a vacancy in that position. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. Failure on the part of an employee on leave to promptly report back to work at its expiration or authorized extension will be regarded as an automatic resignation.

2.10.2. Military Leave: Military leaves shall be granted in accordance with federal law and Oregon Revised Statutes.

A. Military leave with pay: An employee who has been employed by the City for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States, is entitled to a military leave of absence with pay for a period not to exceed fifteen (15) calendar days in any calendar year. Such military leave will be granted without loss of pay or other leave, and without impairment of merit ratings or other rights or benefits to which entitled. Military leave with pay will be granted only when an employee receives bona fide orders to active or training duty for a temporary period. Military leave will not be paid if the employee does not return to work immediately following the expiration of the period for which ordered to duty.

B. Military leave without pay:

(1) Military leave without pay shall be granted to employees entering the military service for extended and indefinite periods of active duty or training. Employees are required to keep the department head advised

concerning a probable call to active military training duty.

- (2) An employee is entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. Upon honorable discharge, the employee will be returned to a position in the same class as the last held position, at the prevailing salary rate for such class, without loss of employment rights, provided, however, that such employee shall not earn seniority during the leave. Employees must make application for reinstatement within ninety (90) calendar days and must report for work within six (6) months following separation from active duty. The City may require proof of performance of military service, of honorable discharge or such other proof deemed necessary. Where an employee voluntarily re-enlists, or extends the period of military service, the military leave shall be deemed canceled.

- 2.10.3. Jury duty and witness leaves: Employees will be granted a leave of absence with pay when required to report for jury service or to appear before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. Employees who are excused from jury service or court appearance before the end of the work day shall immediately report their availability for assignment to their supervisor. Employees shall tender to the City any jury duty pay or witness pay.

Employees working on other than the day shift who are required to report for jury service or as a witness, will not be required to work their normal shift on that work day if the jury service or witness responsibilities continue for more than four (4) hours.

- 2.10.4. Pregnancy leave: Pregnancy leave is granted in accordance with the City's sick leave policy. Female employees affected by pregnancy, childbirth, or medical conditions related thereto

may be accommodated if it is possible to do so reasonably as follows:

- A. Transfer temporarily to a less strenuous or hazardous position for the duration of the pregnancy;
- B. Take a leave of absence for a reasonable period of time if unable to perform any available job duties offered as accommodation by the City;
- C. Return to her former or equivalent job when released by her treating physician.

The City may require the employee to provide a written medical opinion from her treating physician. Such pregnancy leaves are subject to the City's ability to reasonably accommodate the employee's absence. An employee will be reinstated to her former position, or its equivalent, if possible. If reinstatement is not possible, the employee will be reinstated to the first available and suitable position.

Employees may utilize any accrued vacation leave, sick leave, or other compensatory leave during the leave of absence.

- 2.10.5. Parental leave: Parental leaves will be granted in accordance with Oregon Revised Statutes. This policy applies to employees who have been employed by the City for a minimum of ninety (90) days immediately prior to the first day of the parental leave of absence and does not include employees hired on a seasonal or temporary basis for a period of time defined at the time of hire to be less than six (6) months.

Upon written request, an employee will receive up to twelve (12) weeks of parental leave without pay following the birth of a child or following the date that an adoptive parent takes physical custody of a newly adopted child under six (6) years of age. An employee requesting parental leave may use accrued vacation or other compensatory leave during the parental leave period. Accrued sick leave may be used during the parental leave period, provided the requirements for using sick leave are met or to the extent

granting of such leave is required by Oregon law.

Following the parental leave period, the employee will be restored to the former or equivalent job without loss of seniority, vacation, sick leave or other employee benefit which had been earned at the time of the leave and not taken during the leave.

The City is not required to grant parental leave which would allow the employee and the other parent of the child, if also employed, parental leave totaling more than the twelve (12) week period, nor to grant parental leave for any period of time in which the child's other parent is also taking parental leave from employment.

Normal employer premium contributions to group insurance plans will be made so long as the employee maintains a positive paid leave balance.

Once paid leave is exhausted, the employer shall make no further premium contributions during the leave. In accordance with state and federal law, the employee may be eligible to continue health and dental coverage on a self-pay basis.

- 2.10.6. Family medical leave: An eligible employee may take family medical leave for up to 12 weeks within any two-year period for the care of any family member (child, spouse, parent or parent-in-law of the employee) who suffers from injury, disease or condition (mental or physical) that in the judgment of the treating physician either poses an imminent danger of death; is terminal in prognosis with a reasonable possibility of death in the near future; or that requires constant care. Family medical leave may also be taken when an employee's minor child (under 18 years old) has an illness which requires home care. Employees must, however, make a reasonable effort to schedule medical treatment so as to minimize disruption of District operations. When the condition requiring the leave is neither life threatening nor terminal, family medical leave is not available if another family member is either taking family medical leave or is otherwise available to provide care.

Family medical leave is available after 180 days employment to all employees who work an average of 25 or more hours per week, except seasonal or

temporary employees hired for less than six months.

Family medical leave may be taken in increments of a day or more or in one continuous block of time.

Hourly paid employees may take leave for the remainder of a shift or work day if they learn of a family member's serious health condition after reporting to work. An advance written request is required for each increment of family medical leave requested.

All requests must be in writing in the format set forth and must specify the reason for the medical leave of absence, the relationship of the employee to the person needing care, the health condition of the family member necessitating leave, the anticipated length of the leave not to exceed 12 weeks, and the availability of other family members to care for the family member needing care. The unavailability of any other family members to provide care must be explained. Employees must also specify the dates on which the employee first learned of the serious health condition.

Requests must be made as soon as practical after the necessity for the leave becomes known to the employee. In cases where a serious health condition is anticipated, the notice shall be provided at least 15 days before the family medical leave of absence. Where the serious health condition is unanticipated, an oral request confirmed in writing within 3 working days constitutes a written request.

Written verification may be required from the treating physician to substantiate leave taken under this policy. If the leave is taken to care for a child requiring home care, physician verification will not be required unless the leave extends 4 consecutive working days.

The employee will be notified in writing that medical leave has been approved for the necessary period. Additional time, if necessary, must be requested in advance in writing as provided above but in no case will cumulative family medical leave exceed 12 weeks within a two-year period. If circumstances change during the leave, and the necessary leave period is shorter than originally

anticipated, the employee must notify the employer as soon as possible and request reinstatement.

The two-year period during which leave is available will start with the first day of the first leave taken by the employee. A second two-year period will commence with the first day of the first leave taken by the employee following the initial two-year period, and so forth.

Family medical leave is unpaid leave. An employee may use accrued vacation and sick leave (to the extent required by Oregon law) during the leave. There will be no accrual or accumulation of benefits during the leave. The City will, however, continue to provide health insurance for an employee on family medical leave for periods of less than 30 consecutive days. Employees will be allowed to self-pay health insurance for any remaining portion of the leave. Any legal holiday which occurs during the leave will not be paid.

The position of an employee on family medical leave shall be considered vacant for the period of the leave and the employee shall not be subject to removal or discharge as a consequence of the leave. Provided circumstances have not changed or the position has not been eliminated, the employee will be restored to his or her former job, or an equivalent job, upon termination of the leave, without loss of seniority, pension plan service credit, or other benefits that had been earned at the start of the leave, but reduced by any vacation used by the employee during the leave. If the employee cannot be restored to his/her former job, he/she will be reinstated to any other position that is available (vacant) and suitable.

- 2.10.7. Other leaves of absence without pay: In instances where the work of the department and the requirements of the City will not be handicapped seriously by the temporary absence of an employee, a leave of absence without pay may be approved. A request for a leave of absence under this section must be in writing to the department head and include reasonable justification for approval of the request.

Any employee who is granted a leave of absence without pay must take any accumulated vacation prior to being placed on leave without pay. In

addition, the employee must pay the health and dental premium amounts to the City in advance on a monthly basis during the period he/she is on leave without pay.

SECTION 2.11. . (Reserved)

SECTION 2.12. TRAVEL EXPENSE.

- 2.12.1. Each employee who is required to travel outside of the immediate Keizer-Salem area for City business purposes shall complete a Travel Expense Record. All expenses related to such trips shall be reported on this form, and all receipts supporting expenditures shall be attached to the form. The employee shall forward the form to his/her supervisor who shall review the form to determine the eligibility of the expenditures. If the Travel Expense Record is approved by the supervisor, it will be forwarded to the accountant. Prior to having a check drawn for the reimbursement, the City Manager, or the City Manager's designee, shall review the form and may approve or disapprove any expenditure which is not appropriate for reimbursement.
- 2.12.2. Mileage for City use of personal vehicles will be compensated at the rate as periodically established by City Council resolution.
- 2.12.3. The City will pay actual, reasonable lodging expenses provided that receipts are attached to the Travel Expense Record. Realizing that employees are away from home on City business, personal telephone calls will be reimbursed, provided that they are not excessive in number or length. The City reimbursement of lodging will be paid at the single room rate. If the employee is accompanied by his or her spouse, the employee will be responsible for costs incurred on behalf of the spouse.
- 2.12.4. Realizing that the cost of meals will vary substantially between cities, meals will be reimbursed at the full amount of actual, reasonable expenditure. Receipts for the reimbursement of meals will be required. Employees should use their own judgment as to the cost of meals to be reimbursed by the City. If more than one employee is included in the receipt

for a meal, the receipt shall identify those employees included. The City will not pay for alcoholic beverages consumed during or between meals.

SECTION 2.13. TRAINING.

The City encourages and promotes training opportunities in order for employees to be more effective and efficient at their jobs and to prepare them for promotional opportunities.

- 2.13.1. The City will assist department heads with in-house training programs which may be conducted during regular working hours at the discretion of the department head.
- 2.13.2. Employees required to attend training outside of their normal work schedule will be reimbursed for training hours in accordance with state and federal laws.
- 2.13.3. Decisions concerning attendance at seminars, conferences, conventions or other meetings at City expense will be made by the department head with the approval of the City Manager.

SECTION 2.14. VOLUNTEER WORK.

- 2.14.1. Pursuant to the Fair Labor Standards Act (FLSA), employees of the City may perform volunteer work for the City during their off-duty hours only if those services are not the same type of services for which the individual is employed by the City.

For example, a secretary may volunteer to wash windows at City Hall, but may not volunteer to perform extra typing. A police officer may volunteer to build a cabinet, but may not volunteer to provide extra traffic control during parades.

- 2.14.2. Volunteer services to the City need not be documented by the employee and cannot be required by management. However, as the City of "Pride, Spirit and Volunteerism", any and all volunteer efforts are welcome and will be sincerely appreciated.
- 2.14.3. An employee is regarded as a volunteer during the time in which volunteer work is performed even if the individual receives actual expenses, a nominal

fee or reasonable benefits to perform the services.

- 2.14.4. The purpose of this FLSA restriction is to ensure that employees of state and local governments are not coerced into performing their regular work for no compensation or for a subminimum wage.

SECTION 2.15. . (Reserved)

SECTION 2.16. EMPLOYMENT OF RELATIVES.

- 2.16.1. Two members of an immediate family may not be employed at the same time when such employment results in an employee supervising a member of his/her immediate family.
- 2.16.2. The provisions of this section shall apply to promotions, demotions, transfers, reinstatements and new appointments.
- 2.16.3. In the event that two employees become immediate family members and a supervisory relationship exists, the employees and the City Manager will jointly attempt to find an alternative work assignment for one of the two employees. If no alternative assignment is available within ninety (90) days, it will be necessary for one of the two employees to resign.

SECTION 2.17. RESIGNATION.

- 2.17.1. To resign in good standing, an employee shall give the appointing power not less than fourteen (14) calendar days prior notice of such resignation unless the appointing power agrees to permit a shorter period of notice because of extenuating circumstances. The notice of resignation shall be in writing and shall contain the reasons for leaving the City service.
- 2.17.2. Failure to comply with this section shall be entered in the employee's service record and may be cause for denying future employment with the City.
- 2.17.3. An employee permanently forfeits all seniority rights upon resignation.

SECTION 2.18. SEVERANCE PAY.

A regular employee terminating employment with the City will be paid on the date of separation any earned and unpaid wages then due plus any accumulated and unused vacation pay and compensatory time. Work hours, earned vacation which the employee is eligible to take off, and compensatory time shall be paid at the employee's hourly rate at the date of separation. If the employee fails to give at least forty-eight (48) hours advance notice prior to quitting City employment, severance pay shall be paid within forth-eight (48) hours of the termination excluding weekdays and holidays.

SECTION 2.19. PROBLEM SOLVING PROCESS.

2.19.1. City policy: The City strives for fair treatment of all employees, however, misunderstandings and problems may occur in any organization. The City intends that such matters be resolved as early and fairly as possible. Disagreements relating to work assignment, pay, promotion opportunity or any aspect of the work relationship should be openly discussed with the department head. Department heads and employees should make honest attempts to understand each others perspectives and make every effort to resolve differences.

2.19.2. Steps to solution: If at any time an employee believes s/he is not being treated fairly, the employee may report the problem to the department head or the City Manager. Several steps are suggested to insure that a prompt and fair resolution is achieved.

- A. Talk with your department head as soon as possible. Your department head is the person responsible for what goes on in your work areas. S/he will review your problem, and keep you informed of the progress.
- B. If you believe the problem is not properly resolved you can file a written statement concerning the problem with your department head. A copy should be sent to the City Manager. You will be given a written reply by your department head within ten (10) working days after the written statement is received, unless additional time is needed.
- C. The department head will review any decision upon request, investigate further if appropriate, and issue a decision. The

employee's request for consideration of the department head should be made within ten (10) working days from receipt of the supervisor's decision. The employee may present further facts, documents or argument.

- D. The City cannot guarantee that an employee's point of view will be accepted, but department heads and the City Manager will always listen, and make every effort to insure that problems are resolved fairly and in the public interest.

ARTICLE 3 - WHAT THE CITY EXPECTS FROM YOU

SECTION 3.1. TEAMWORK AND EXCELLENCE.

This section has been arranged to present a general overview of some of the City's expectations of its employees. Every employee should keep in mind that each is a part of a team of public employees, and public satisfaction with the City depends upon good service and excellence of effort.

SECTION 3.2. PERSONAL CONDUCT.

Positive attitude, proper courtesy, and conduct on and off the job are important to the individual as well as to the City. Neatness of work performed is also important. All employees are engaged in public relations. Some deal directly with the public; others, while not in direct personal contact, do perform work under the public eye. Employees of the City, regardless of whether contacts are direct or indirect, are expected to be courteous, efficient, and helpful in all their work assignments. Favorable impressions created by employees' public behavior help develop good will and support for City services.

SECTION 3.3. CODE OF ETHICS FOR CITY EMPLOYEES.

- 3.3.1. Personal interests avoided: City employees may not use City time, equipment or services for personal interest. When giving testimonials unrelated to their assigned City responsibilities, City employees shall not use information or facts that have come to them by virtue of their employment for personal gain or benefit. In matters of personal interest, employees should conduct themselves so as not to impair their

working relationship with other employees, officials, or the public.

- 3.3.2. Gifts and gratuities: Employees shall not accept any special favors, gifts, or gratuities resulting from or related to employment with the City. In this regard, the appearance of impropriety can be as damaging as actual impropriety and shall be avoided.
- 3.3.3. Special gifts: Department heads may allow acceptance of nonmonetary gifts of nominal value [e.g., under \$50] at holidays or special occasions which are available to be shared by all employees.

SECTION 3.4. POLITICAL ACTIVITIES OF CITY EMPLOYEES.

- 3.4.1. Official position - campaigning: Employees may not use their official authority or position with the City to further the cause of any political party or candidate for nomination or election to any political office.
- 3.4.2. On-duty activity: Oregon law forbids any City employee, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.
- 3.4.3. Off-duty activity: During the term of their employment a City employee may not hold any elective office that creates a conflict of interest between the duties of that employee and the prospective duties of the elective office holder. An employee may obtain a prior written approval of the City Manager before filing as a candidate for an elective office. Failure to obtain prior written approval may be deemed by the City to constitute a voluntary resignation if the employee is elected to that position and the City determines that the election to the position creates a conflict of interest with the employee's position with the City.

Nothing in this rule is intended to restrict the political actions or activities of employees outside of their regular working hours.

SECTION 3.5. COST CONSCIOUSNESS.

Every employee is expected to practice economy in all duties. Failure to do so is not in the best interests of the City and may lead to discipline, and/or discharge, as appropriate.

SECTION 3.6. ATTENDANCE AND PUNCTUALITY.

Each employee and the employee's performance on the job is important to the overall success of operations. When absent, someone else must do the job. Everyone is expected to keep regular attendance, be on time, and work as scheduled.

In accepting employment with the City, each employee is required to meet certain standards. Maintaining an acceptable level of job attendance is part of good work performance and is one of the standards by which an employee's overall contribution to the City may be measured. Continued employment carries with it the personal responsibility of each employee to be on the job on time every scheduled work day. Recurring and excessive absences and/or tardiness is disruptive to work schedules, costly to the City and its residents, and detrimental to the morale and efforts of employees who maintain a good work record.

Failure to meet these requirements subjects an employee to disciplinary action, which include termination. The ability to attend work regularly is a job requirement.

SECTION 3.7. PERSONAL APPEARANCE.

Each employee is responsible to present a proper, businesslike appearance whether in the office, a City vehicle, or other site. Good taste and good judgment in personal attire is expected.

SECTION 3.8. APPEARANCE OF WORK AREAS.

The City's objective is to provide and maintain clean, safe and healthy work conditions. It is the responsibility of each employee to maintain a safe, neat work area and insure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

SECTION 3.9. PERSONAL TELEPHONE CALLS.

City phones are to be used for City purposes. Telephone calls of a personal nature (incoming or outgoing) should be kept to a minimum and made during breaks or lunch periods whenever possible. Under no circumstances should an employee charge a long distance call to the City unless it is work-related. Friends and

relatives should be discouraged from calling during working hours except in emergencies.

SECTION 3.10. SMOKING.

Outside smoking areas will be designated. Smoking of tobacco is prohibited in City buildings and City owned motor vehicles.

SECTION 3.11. OUTSIDE EMPLOYMENT.

- 3.11.1. City comes first: When an individual accepts employment with the City it is understood that the City has first call upon the services of its employees, regardless of any effect on secondary employment.
- 3.11.2. Incompatible work: Employees shall not engage in outside employment that conflicts in any way with City employment, detracts from the efficiency of work performance, or is in conflict with the interests of the City. The City expects employees to avoid which affects extra work endurance, overall personal health, or effectiveness. The City will hold all employees to the same standards of performance and scheduling demands, including employees who hold outside jobs.
- 3.11.3. Notification: Employees shall notify the department head and City Manager in writing, in advance, of all employment outside the scope of their employment with the City.
- 3.11.4. Conflicts: The department head will notify the employee at any time outside employment is found to be in conflict with the interests of the City or is likely to bring discredit upon the City. It shall be up to the employee to choose which employment option is most desired.

SECTION 3.12. PROGRESSIVE DISCIPLINE.

- 3.12.1. Discipline generally: On-the-job conduct of City employees affects the ability of the City to serve its citizens and affects the taxpayer's impression of City government. Employee safety, productivity and morale are dependent upon employee conduct.

Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance.

In order to provide a fair method of correcting, and when necessary, disciplining employees, the City will use progressive discipline procedures for all employees, including department heads.

3.12.2. Discipline - General Guidelines:

- a. Discipline may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense and an employee's work record, and may range from verbal counseling to discharge.
- b. Progressive discipline for infractions include:
 - (1) verbal counseling
 - (2) written counseling or warning
 - (3) temporary reduction in pay in lieu of suspension
 - (4) suspension
 - (5) demotion, and
 - (6) dismissal.

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the City deems it appropriate, case by case.

3.12.3. Application of progressive discipline:

- A. For performance deficiencies, employees will normally be verbally counseled once before receiving a written warning. A supervisor may or may not choose to make the imposition of a verbal warning part of the employee's personnel file.

If no other deficiency occurs during the next twenty-four (24) months, the employee

may request the warning be removed from the personnel file. Documents removed from individual personnel files will be retained by the City in a separate record system not filed by name, which shall not be considered in personnel decisions.

B. In the event of two or more performance problems or more serious violation of a City policy or rule, a written warning may be issued.

- (1) The warning should be signed and dated by the employee. An employee who disagrees with the facts in the warning may submit a written response. It will be placed in the personnel file with the warning.
- (2) A written warning need not pertain to the same or similar matter (issue).
- (3) In addition to a written warning, the department head may also suspend an employee without pay for a period of up to thirty (30) working days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the department head will meet with and afford the employee an opportunity to respond to charges and a written statement of facts which support the suspension action.
- (4) Department heads, with the approval of the City Manager, may demote or reduce the pay of employees for cause. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he has received a copy of it, and may file a rebuttal statement.

C. Discharge may result if the employee violates City policy, commits serious misconduct or fails to improve the level of performance.

SECTION 3.13. DISCHARGE PROCEDURE.

Pre-Discharge Conference: If a department head determines there is cause for the discharge of an employee, the department head shall notify the employee of the specific reasons and that a suspension without pay and/or discharge is being considered. The employee shall be provided with the facts upon which the actions are based. The department head shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an opportunity to refute the charges and explain the circumstances, the employee may be suspended without pay. If a pre-discharge conference is to be held, it will be scheduled and held at least three (3) days after notice of action has been given. The employee will be given adequate time to develop a response and to seek necessary outside assistance as the employee feels necessary. The time limits may be varied by the City to meet individual needs.

The department head will conduct the conference and decide whether to impose discharge or a lesser degree of discipline.

SECTION 3.14. APPEAL OF DISCIPLINE ACTION.

- 3.14.1. Right to appeal from discipline: Any regular employee who has been suspended, reduced in pay, demoted or dismissed, shall have the right of appeal to the City Manager. Notice of the appeal must be filed not later than ten (10) days of the effective date of the action. The Notice of appeal shall include at least the following information: (a) a statement of the complaint and the facts upon which it is based; (b) the remedial action requested; (c) a statement of the reasons why the remedial action is appropriate; (d) a statement of any policies, procedures or law or rules which have not been adhered to or which should be followed. The appeal shall be heard by the City Manager within twenty (20) days after receipt of the request. The City Manager shall furnish the department head concerned with a copy of the notice of appeal in advance of the hearing.
- 3.14.2. Who may appeal: Only regular employees not excluded from the application of these policies (see § 1.3) have a right to appeal disciplinary actions. In addition to formal appeals under this Section, the City Manager may give consideration to all suggestions and complaints that concern administration of the personnel policies.
- 3.14.3. Investigations: In connection with an appeal or complaint, with respect to any matter arising

under these personnel policies, the City Manager may conduct an investigation as he deems necessary. The City Manager shall make a written report upon all matters investigated under the personnel policies. A copy will be given to the employee and placed in the file.

3.14.4. Hearings on appeal:

(1) Procedure

The City Manager shall set a hearing upon timely requests made under this policy. The employee and the department head shall be given written notification of the time and place of the hearing.

The order of procedure at the hearing will be as follows:

- A. The department head or a designee will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.
- B. The employee may present evidence in support of the appeal with or without the assistance of legal counsel or other representative.
- C. The department head or a designee may cross-examine or submit evidence in rebuttal or both.
- D. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the department head or a designee then by the employee. The department head may offer rebuttal evidence if desired.
- E. Evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an

affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.

(2) Conduct of Hearings

A hearing before the City Manager is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the City Manager. The hearing shall be conducted accordingly. The City Manager may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness.

(3) Counsel or Representative

In appealing a disciplinary action to the City Manager an employee may, but is not required to have counsel or other representative.

3.14.5. City manager findings: If, after receiving evidence presented in hearings on disciplinary actions, the City Manager finds that sufficient evidence supports the charges, that the complained-of action taken by the department head was reasonable and was taken for a proper reason consistent with policy, the City Manager may affirm the action; if the City Manager finds that the complained-of action taken by the department head was not so made, the City Manager shall fashion an appropriate remedy and the personnel file shall be purged of such record. The City Manager in lieu of affirming the disciplinary action may modify the discipline as the circumstances warrant.

At the time of filing of the request of the appeal with the City Manager, the department head shall supply the employee with an outline of the procedures used by the City Manager. The decision of the City Manager shall include findings of fact and shall be final.

An employee with remedies under a labor agreement may use this appeal procedure, and may do so only if the employee and the Union waive the right to

proceed to appeal under any other policy or contract law or rule.

- 3.14.6. Procedural rights related to performance and discipline for department heads: The standards of conduct, performance and discipline to which the City holds department heads are quantitatively and qualitatively different (higher) than the standards by which other employees are judged. Discussions of expectations, goals and objectives, and coaching and counseling should, in the case of management employees, be sufficient. In rare cases of misconduct, it may be that a suspension could be justified, however, ordinarily instances committed by this level of employee warrant either discharge or counseling. The City Manager is expected to insure standards are established and met, and that an appropriate combination of performance plans, evaluations and counseling are utilized to help the department head succeed.

In the event a department head is discharged, asked to resign, or suspended without pay, then such manager may request review of the decision of the City Manager by the City Council.

In the event such a hearing is requested, the request shall meet the requirements of Section 3.14.1. The hearing procedure involving the City Manager (and not a department head) before the City Council shall be conducted in the same manner provided for in Section 3.14.4. The Council shall determine whether the action was taken for sufficient cause and is not arbitrary and capricious as determined solely by the City Council. Sufficient cause shall be judged based on factors which include the considerations set forth above. The following shall also apply:

- A. Evidence objected to may be received by the City Council and, in the Council's discretion, rulings on admissibility or exclusion may be reserved until such time as the Council's findings are issued. In considering the admissibility of evidence, the Council may consider but is not bound by the Oregon's Rules of Evidence.
- B. If, after receiving evidence presented in hearings on disciplinary actions, the City Council finds that the complained-of action

taken by the department head was taken for sufficient cause, the City Council may affirm the action; if the City Council finds that the complained-of action taken was for insufficient cause, the employee shall be reinstated to the position and shall not suffer any loss in pay or status and the official personnel file shall be purged of such record. The City Council, in lieu of affirming the disciplinary action, may modify it as the circumstances may warrant. The decision of the City Council shall include findings of fact and shall be final and binding on all interested parties.

- C. The Council may refer any issue to a Hearings Officer who shall conduct the proceedings in accordance with these rules. In such event, all provisions of these rules relating to the duties and authority of the Council shall also apply to the Hearings Officer in the conduct of the hearing. The Hearings Officer shall issue Recommended Findings which shall be reviewed by the Council based solely on the record and applicable law. The Council may adopt the Findings by voice vote. In all other cases the Council shall issue a final written decision within twenty (20) working days from receipt of the Recommended Findings.

ARTICLE 4 - CLASSIFICATION PLAN

SECTION 4.1. PURPOSE.

- 4.1.1. The classification plan is, in effect, an occupational inventory of positions. It is fundamental to personnel administration since it makes possible standardization of class titles for purposes of personnel record keeping, employment testing, pay administration and related personnel administration objectives.
- 4.1.2. The City uses the classification plan as a means of assuring that the content and requirements of a job have been analyzed properly and that employees will receive the same treatment in salary and other matters as employees who have similar duties and responsibilities.

SECTION 4.2. CLASS SPECIFICATIONS.

- 4.2.1. The classification plan consists of a class specification for each class of positions. The specification includes the titles of the class, a statement of typical duties and responsibilities and the desirable minimum qualifications an applicant should possess to perform the work. Positions that are similar with respect to duties, responsibilities, authority and level of work are included within the same class.
- 4.2.2. Class specifications are descriptive and not restrictive. They are intended to indicate the kinds of duties that may be assigned to any position allocated to the class, while still providing supervisors the flexibility of making work assignments. The use of a particular expression or illustration as to duties will not be held to exclude others not mentioned that are of similar kind or quality, nor will any specific omission necessarily mean that such factor is not included.
- 4.2.3. Each position allocated to a class will have its own job description. All employees will receive a copy of the job description upon hire or placement into a new position.

SECTION 4.3. NEW POSITIONS.

- 4.3.1. Whenever it is proposed to create a new position in a department, the department head will send to the City Manager a detailed description of the duties and responsibilities of the position and a statement of the suggested qualifications for the position. After reviewing this information, the City Manager may allocate the position to an existing class or, if there is no appropriate class, prepare a new class specification. This new class specification, along with minimum and maximum salary levels will be submitted to the City Council for consideration and approval.
- 4.3.2. No person may be appointed or promoted to fill any position until the classification plan has been amended to provide therefor.

SECTION 4.4. RECLASSIFICATION.

- 4.4.1. Whenever a department head wants to make any permanent and substantial changes in the duties, authority or responsibilities of a position, written notice of the proposed changes must be submitted to the City Manager for determination of the effect, if any, on the classification of the position. The City Manager, upon his/her own initiative or at the request of a department head or employee, may review the duties of any position to determine if the classification is proper.
- 4.4.2. Positions, the duties of which have changed materially so as to necessitate reclassification will be allocated to a more appropriate class, whether new or already created, in the same manner as originally classified and allocated.
- 4.4.3. Reclassification of positions will not be used in lieu of discipline.
- 4.4.4. Reclassifications will have the following effect on employee status:
 - A. Reclassification to a higher salary range:
When a position is reclassified to a class that carries a higher salary range and the incumbent meets the qualifications established for the class, probationary status in the new class will be given.
 - B. Reclassification to the same salary range:
When a position is reclassified to another class that carries the same salary range, or there is a change in title or description that does not constitute an upgrading or downgrading of the class, the incumbent will retain the same probationary or regular status in the new class. Any exception to this rule must be based on a finding that the new class requires knowledge, skills or abilities which the incumbent does not possess.
 - C. Reclassification to a lower salary range:
When a position is reclassified to a class that carries a lower salary range, the incumbent will retain the same probationary or regular status in the lower class.

SECTION 4.5. WORKING OUT OF CLASSIFICATION.

Any employee designated by the City as acting in a capacity in a higher position and performing all the duties of the higher position than the employee's regular classification shall receive the pay for that position after ten (10) working days in such assignment for the remainder of the assignment.

SECTION 4.6. MAINTENANCE OF THE CLASSIFICATION PLAN.

- 4.6.1. The City Manager is responsible for maintaining the classification plan through periodic review. Based on these reviews, recommendations are made to the City Council to establish new classes or to make revisions to current classes.
- 4.6.2. Department heads are responsible for notifying the City Manager of any regular and ongoing changes in positions. An employee may also request of the department head or City Manager that his/her position be reviewed to determine whether it is properly classified. The City Manager will make the necessary investigation of any such request and any changes in job classification will be documented in written form.
- 4.6.3. The City Council may abolish an office, position or class in the City and layoff, transfer, demote or reclassify the employee(s) holding affected positions.

ARTICLE 5 - PAY AND COMPENSATION

SECTION 5.1. POLICY.

The policy of the City of Keizer is to recruit and retain the most qualified employees available with due regard to wages paid by similar employers in a comparable labor market, to compensate the employees based upon their duties and responsibilities and to acknowledge those employees who have performed successfully. To this end, the City will develop a pay plan which:

- Compensates employees according to the level of tasks, responsibilities and other relevant job evaluation factors; and
- Provides a system to acknowledge successful performance based upon the evaluation of the employee by the employee's supervisor.

SECTION 5.2. PREPARATION AND ADOPTION OF THE PAY PLAN.

- 5.2.1. The City Manager will recommend to the City Council for adoption by resolution, a pay plan covering all classes of positions, including the minimum and maximum rates of pay and such intermediate rates as are appropriate (salary ranges).
- 5.2.2. The salary range assigned to each classification will be established to reflect the differences in the duties and responsibilities between it and other classifications and to take into consideration salary rates and benefits paid by other employers for similar work in relevant public and private employment, the City's financial condition, unusual problems of recruitment and turnover and any other relevant factors.
- 5.2.3. The City Manager shall advise the City Council concerning a compensation structure that is reasonable. The City Manager may initiate salary and compensation studies at any time.

SECTION 5.3. RATES OF PAY.

- 5.3.1. Salary range: Each employee will be paid at one of the steps of the range prescribed for the classification to which assigned, except as provided for in the resolution adopting the plan.
- 5.3.2. Entrance salary: Normally an employee will be appointed or reinstated at the first step (step 1) of the range established for the classification. Where economic conditions, unusual employment conditions, availability of applicants or qualifications of the candidate suggest a higher starting rate; the City Manager may approve employment at a higher rate of the appropriate salary range.
- 5.3.3. Promotion: When an employee is promoted or reclassified to a higher classification, he/she will be paid the minimum rate of the appropriate pay range or at the step within the new range which provides for an increase in salary, whichever is greater.
- 5.3.4. Demotion: If an employee is voluntarily or involuntarily demoted or reclassified to a class

with a lower salary range for non-disciplinary reasons, the salary rate will not be changed unless it is over the maximum rate of the appropriate pay range. In this instance, the employee will be paid at the maximum of the new pay range. Demotion for cause or performance related problems will result in placement at the same step in the new salary range.

- 5.3.5. Transfer: When an employee is appointed to a position in a different classification which has the same pay range or to a different position in the same classification, the rate of pay will remain the same.

SECTION 5.4. MERIT SALARY INCREASES.

- 5.4.1. Salary step advancement within a range shall be based on merit as reviewed and approved by the City Manager. The salary grades shall prescribe for each class a minimum and a maximum rate of pay and whatever intermediate rates the City Manager deems equitable. Merit increases are not automatic. They are subject to a written performance evaluation from the supervisor to the City Manager certifying that the employee has been performing work which consistently meets and occasionally exceeds department standards and is improving in their ability to carry out their job assignment.
- 5.4.2. New employees receiving the minimum salary rate of pay for their classification will become eligible for a merit increase to the next step after completion of the probationary period. Eligibility for additional step advancements will require a minimum of twelve (12) months of continuous service until the top of the pay range for the classification is reached, or as determined by the City Manager.

SECTION 5.5. ADDITIONAL COMPENSATION.

- 5.5.1. Waterworks employees are eligible to receive an amount in addition to their hourly salary rate upon obtaining waterworks certifications. This amount is established by the City Council in resolution form.
- 5.5.2. Sworn police officers are eligible to receive an amount in addition to their monthly salary upon

obtaining the intermediate certificate and advanced certificate from the Oregon Board on Police Standards and Training. This amount is established by the City Council in resolution form.

- 5.5.3. The City Council by resolution may provide for additional compensation for qualifications as deemed appropriate.

SECTION 5.6. PAY DAY.

The standard pay period for City employees is every other Friday.

SECTION 5.7. OVERTIME.

- 5.7.1. Pay for hours worked: Employees will be paid for their hours worked in accordance with all legal requirements including the Fair Labor Standards Act (FLSA) and applicable Oregon state laws.
- 5.7.2. Exemptions: All salaried employees of the City in positions which fall under the FLSA definition of an administrative, executive or professional employee are exempt from overtime provisions. All such employees are required, for the salaries, compensation, fees or pay fixed for their respective positions, to render such service as may be necessary to complete assigned duties and responsibilities in a proper and efficient manner. Definitions of these terms are covered under FLSA 29 C.F.R. Section 541.1,2,3.
- 5.7.3. Authorization for overtime: All overtime worked by non-exempt employees must be approved by the immediate supervisor in advance of being worked; however, in the case of emergencies, the employee must notify the supervisor as soon as possible of the need to work overtime. Non-exempt employees who work overtime without proper approval or, in the case of emergencies, without proper notification, will be subject to disciplinary action.
- 5.7.4. Compensation for overtime: The rate of compensation for overtime worked by non-exempt employees will be 1.5 times the regular rate of pay if budgeted funds are available. If the City determines budgeted funds are not available for

payment, compensatory time off will be granted at 1.5 hours for each hour of overtime worked.

An employee called back to work for job-related reasons will receive a minimum of two (2) hours designated as "hours worked" even if a lesser amount of time is worked. If an employee works beyond the two hour minimum time, the employee will be paid for the number of hours actually worked.

- 5.7.5. Compensatory time: Employees are encouraged to take accumulated compensatory time on a timely basis. Compensatory time accumulation shall not exceed the amount established by the City Council from time to time in resolution form. An employee who requests to use accumulated compensatory time shall be permitted to use such time within a reasonable period after making the request provided, in the City's determination, the granting of such compensatory time would not unduly disrupt the operations of the department of the City.

ARTICLE 6 - FRINGE BENEFITS

SECTION 6.1. HOLIDAYS.

- 6.1.1. All regular employees shall be entitled to the official holidays as adopted by the City Council and set forth in resolution form. Full-time employees shall receive regular compensation; part-time employees shall be compensated in proportion to the number of hours they are normally scheduled to work; job share employees shall receive one-half (1/2) of regular compensation.

In the event floating holidays are approved by Council resolution, they shall be granted on July 1 of each fiscal year and must be utilized by June 30 of the same fiscal year. Floating holidays may not be carried over to the following fiscal year or credited to another type of leave.

- 6.1.2. If any such official holiday falls on a Sunday, the following Monday shall be recognized as a holiday. If such holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday.

- 6.1.3. An employee who works on a recognized holiday as part of his/her regular work week shall be allowed compensatory time or pay at one and one-half times normal compensation.
- 6.1.4. Holidays which occur during vacation or sick leave shall not be charged against such leave.

SECTION 6.2. VACATION.

- 6.2.1. Regular full-time employees shall earn vacation in an amount adopted by the City Council and set forth in resolution form.
- 6.2.2. Regular part-time employees and job share employees earn vacation in proportion to the number of hours they are normally scheduled to work and which are adopted by the City Council and set forth in resolution form.
- 6.2.3. Vacation leave shall accrue on a monthly basis.
- 6.2.4. Probationary employees shall not be eligible for vacation leave, until the employee has served six continuous months as a newly hired employee. This restriction does not apply to probation after promotion.
- 6.2.5. Employees may accrue vacation leave to a maximum of the amount earned over the preceding twenty-four (24) month period. It shall be the employee's responsibility to arrange vacation in order to reduce the total to the maximum accrual. Vacation time shall not be earned or accrued over the maximum and will not be posted to the employee's vacation bank.
- 6.2.6. Vacation schedules must be approved by department heads. Vacation schedules may be amended to allow departments to meet emergency situations. Department head vacation schedules must be approved by the City Manager.
- 6.2.7. An employee will be compensated for vacation leave accrued and unused upon separation from City employment.
- 6.2.8. An employee, except department heads, subject to City Manager approval and availability of budgeted funds, may elect to sell one week of vacation one time each fiscal year.

- 6.2.9. Department heads may request and the City Manager may approve paid compensation each year for up to fifty percent (50%) of unused unpaid vacation leave.

SECTION 6.3. ADMINISTRATIVE LEAVE.

- 6.3.1. Employees in the classification of City Manager, City Recorder, Chief of Police, Finance Director, Public Works Director, and Police Lieutenant are eligible to receive Administrative Leave.
- 6.3.2. Department heads and Police Lieutenants may be granted Administrative Leave of up to two days per month in recognition of time spent outside of normal office hours. Such leave must be approved by the City Manager for department heads. The Chief of Police will approve such leave for the Police Lieutenants.

SECTION 6.4. SICK LEAVE.

- 6.4.1. Sick leave is an income replacement, insurance-type benefit. It safeguards a wage income and guarantees City-paid fringe benefit premiums during the time an employee is off work due to a non-occupational injury or disease. Abuse of sick leave is cause for disciplinary action up to and including dismissal. Employees are expected to attend work regularly, and the ability to do so is a job requirement.
- 6.4.2. All regular full-time employees shall earn sick leave with full pay at the rate of eight (8) hours leave for each calendar month of service. Regular part-time employees and job share employees shall earn sick leave in proportion to the number of hours they are normally scheduled to work. Sick leave shall accrue from the date of employment, but it shall not be granted until the successful completion of six months of continuous service. Sick leave may be accumulated to a maximum of 960 hours for full-time employees and in a proportionate amount to the number of hours regularly scheduled to work for part-time employees. Earned sick leave cannot be used for vacation.

- 6.4.3. Employees are eligible for sick leave for the following reasons:
- A. Non-occupational personal illness or injury.
 - B. Quarantine of an employee by a physician for non-occupational related disability or illness.
 - C. Illness in the immediate family as defined in this document requiring the employee to remain at home, providing the immediate family member resides in the employee's household.
 - D. First three days of leave due to an occupational injury or disease. Employee should consult Section 6.8. Workers Compensation insurance may cover this situation.
 - E. Medical and dental appointments.
 - F. Compassionate leave: An employee may be allowed compassionate leave for each death in the immediate family in an amount adopted by the City Council and set forth in resolution form.
- 6.4.4. Employees shall be charged sick leave on the basis of one (1) day leave for each duty day absent.
- 6.4.5. Should an employee be unable to report to work because of any of the reasons set forth in Section 6.3.3, he/she shall report the reason for his/her absence to their immediate supervisor or as soon as practically possible. Sick leave with pay may not be allowed unless such report is made. The City may require a written statement from a physician certifying that the employee's condition prevented him/her from appearing for work when the City determines that the circumstances warrant.
- 6.4.6. Unused sick leave has no cash value at termination. Employees retiring from City service into the PERS retirement system may apply up to one-half of the monetary value of accumulated sick leave in determining final average salary. Use of sick leave credits for this purpose shall be in accordance with the provisions of ORS 237.153.

- 6.4.7 Upon retirement, employees retiring from City service not in the PERS retirement system, may apply 50% of unused sick leave toward retirement benefits.
- 6.4.8 Department heads shall be entitled to accumulate sick leave benefits without limitation. Fifty percent (50%) of accrued sick leave benefits will be paid at time of termination.
- 6.4.9. If an employee becomes physically disabled and does not have earned sick leave or paid vacation time accrued, the employee may apply to the City Manager for a disability leave of absence, without pay and without City-paid benefits for a maximum period of two (2) years or until such employee is released by his/her physician, whichever comes first. If leave is granted, the employee may retain group coverage for health and dental insurance for the two (2) year period. However, the employee shall be responsible for the payment of the monthly premiums in advance.
- 6.4.10. Any employee who held a regular position and who is re-employed in a regular position following a hearing or layoff shall have sick leave credits accrued during the previous employment restored in full if such re-employment occurs within five (5) days following the results of a hearing or within one (1) year from the date of layoff.

SECTION 6.5. EDUCATION OPPORTUNITIES.

- 6.5.1. The City may reimburse an employee, at the City Manager's discretion, for all or any part of the amount of tuition and books for courses directly related to the employee's work offered at community/state colleges and conducted outside the employee's regular working hours, provided that:
 - A. Funds for such expenditures are available in the current budget;
 - B. The employee has made application for approval of the course and tuition reimbursement to his/her department head at least ten (10) days prior to the registration for such course;

- C. The department head approves the request of employees and the City Manager approves the request of department heads;
 - D. The employee submits evidence of satisfactory completion of the course and a passing grade, if applicable; and
 - E. The employee is not receiving reimbursement for tuition from any other source.
- 6.5.2. Courses which are only offered during regular working hours may be approved by the department head provided time off can be arranged conveniently and reasonable arrangements can be made to make up time off.

SECTION 6.6. CONFERENCES AND CONVENTIONS.

- 6.6.1. Decisions concerning attendance at conferences, conventions or other meetings at City expense shall be made by the supervisor with the approval of the City Manager. Permission shall be granted on the basis of the subject matter to the employee's position. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interest of the City.
- 6.6.2. The City shall pay no expenses for spouses; such expenses shall be the sole responsibility of the employee. Mileage will be paid at a rate determined by City Council if a privately owned vehicle is used. Reasonable costs for meals and lodging shall be reimbursed in accordance with these policies.

SECTION 6.7. RETIREMENT PLAN.

- 6.7.1. Transferred water department employees: The City will participate in the Public Employees Retirement System (PERS) for Keizer Water Department employees transferred to the City. The City shall pick up the PERS contribution for each employee.
- 6.7.2. Police employees: Sworn police officers shall participate in PERS P&F retirement, with PERS pick-up.

6.7.3. Management employees: The City will contribute an amount above the amount contributed through the management benefit package to the City's retirement plan. The amount is determined by the City Council and set forth in resolution form.

6.7.4. General employees: For all other employees, the City will contribute an amount over and above the employees base salary to the City's retirement program. The amount is determined by the City Council and set forth in resolution form.

SECTION 6.8. WORKERS' COMPENSATION.

6.8.1. Coverage: If an employee is injured on the job, in most cases the injured worker will be entitled to benefits under the state workers' compensation law. The City carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

6.8.2. Payments:

- A. During the first three months following a disability or injury, the City will supplement the employee's workers' compensation benefits up to the employee's regular salary after taxes.
- B. After three months following a disability or injury, the employee may use accrued compensatory time, sick leave, or vacation time to supplement the employee's workers' compensation benefits up to the employee's regular salary after taxes.
- C. After the employee has exhausted accrued compensatory time, sick leave and vacation time, the employee will receive workers' compensation benefits without supplement.
- D. Normal employer premium contributions to group insurance plans will be made for ninety (90) days following the employee's initial date of work-related injury or illness. In accordance with state and federal law, the employee may be eligible to continue health and dental insurance coverage on a self-pay basis.

6.8.3. Return-to-work policy: The following procedures must be followed by employees who wish to return to work following an on-the-job injury which has resulted in the employee's being off work.

- A. All requests to return to work must be made in writing, dated and signed by the employee.
- B. All requests to return to work must be accompanied by a dated, written release signed by the attending physician. This release must clearly specify whether the employee is released for the former job or is subject to any restriction.
- C. Requests to return to work must be made no later than the 7th regular work day following the date of the physician's signature on the written release. Except where, in the City's opinion, extenuating circumstances exist, failure to make a timely request terminates the right to reinstatement or reemployment. Failure to seek a written release upon your becoming able to return to work may constitute abandonment of the right to reinstatement or reemployment.
- D. Requests to return to work may be brought in personally or mailed to the City. If mailed, the request should be directed to the department head. Requests brought in personally will be deemed made the date on which the written request is delivered. Mailed requests will be deemed made on the date of receipt. All requests will be date stamped upon receipt.
- E. If an offer of a suitable position in response to a request to return to work is refused, the employee will be considered to have voluntarily terminated employment and abandoned the right to reinstatement or reemployment.

6.8.4. Light duty work assignments: Disabled employees who are temporarily assigned light duty work as a reasonable accommodation but are unable to perform the essential duties of their job may be required to provide a medical evaluation after 30 days from their treating physician so that the City may determine whether the employee is capable at that

time of performing the essential functions of the job, with or without reasonable accommodation. The City will offer light duty accommodations for those employees whom the City anticipates will recover the ability to perform all the essential functions of the job within a reasonable time. If recovery becomes doubtful, the department head in consultation with the City Manager may discontinue the light duty assignment. No light duty assignment is intended to become permanent.

- 6.8.5. A temporary or regular employee may be hired to fill the position of a disabled employee any time in the discretion of the appointing authority. However, in accordance with and subject to limitations provided by law, the regular employee may return to his/her original position provided a physician's written statement gives permission to do so and the employee is capable of performing the duties of the job.

SECTION 6.9. HEALTH AND WELFARE.

- 6.9.1. Health insurance: Regular full-time and part-time employees shall become eligible for health insurance the first of the next month following thirty (30) days of continuous City service.
- A. The City will provide and pay the full premium for family medical insurance for each regular, full-time employee.
 - B. The City will provide and pay the full premium for employee medical insurance for each regular part-time employee and regular job share employee.
- 6.9.2. Dental insurance: Regular full-time and part-time employees shall become eligible for dental insurance the first of the next month following thirty (30) days of continuous City service.
- A. The City will provide and pay the full premium for family dental insurance for each regular, full-time employee.
 - B. The City will provide and pay the full premium for employee dental insurance for each regular part-time employee and regular job share employee.

- 6.9.3. Life insurance: The City agrees to provide and pay the full premium for term life insurance covering regular full-time employees against death, the face amount of the policy to be in an amount adopted by the City Council and set forth in resolution form.
- 6.9.4. Disability insurance: The City agrees to provide and pay the full premium for short-term and long-term disability insurance for regular full-time employees.
- 6.9.5. Medicare contribution: All non-represented employees shall have their employee contribution to Medicare paid for by the City.
- 6.9.6. Management benefit package: Management employees covered under this classification shall be allowed an amount above base salary to be applied toward a management benefit package to be structured by the individual employee, within the confines of those benefits offered by the City. The amount of the management benefit package shall be determined by the City Council and set forth in resolution form. Options available for the Council to establish and/or revise periodically are:
- (1) Health Insurance (Note--each employee will be required to purchase as a minimum employee only health insurance through the City's health insurance carrier, or to provide satisfactory evidence of other health insurance coverage.)
 - (2) Dental, Life, Vision, Short and Long-Term Disability Insurance
 - (3) Deferred Income
 - (4) Retirement. (See these policies for referral to the Retirement plan.)
 - (5) Earned Income. Each employee shall have the option of receiving a designated portion (not to exceed 10% of the base salary) of the management benefit package as earned income, as reviewed and approved from time to time by the City Manager and/or City Council.

SECTION 6.10. EXTENDED HEALTH BENEFITS.

In compliance with COBRA (The Consolidated Omnibus Budget Reconciliation Act), the City will offer continuing health care coverage on a self-pay basis to employees and/or their dependents following termination, retirement, death, divorce, separation or when a dependent child ceases to be a dependent child under the provisions of the health plan. This continued health care coverage will be the same as the current level provided to the employee and/or other employees purchasing that level of coverage.

In all matters concerning eligibility for and/or duration of continued health care coverage, the City will comply with the requirements of COBRA and with the requirements of ORS 243.303 in the instances of retired employees.

SECTION 6.11. CREDIT UNION.

The City has available to its employees the services of the Marion-Polk Federal Credit Union through payroll deduction.

ARTICLE 7 - SAFETY

SECTION 7.1. SAFETY AND ACCIDENTS.

- 7.1.1. Safety policy statement: Nothing is of greater concern to the City than the safety of its employees and the public. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with the City safety and accident policy. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the attention of a supervisor.

For example, employees shall:

- A. Use the safety equipment which has been provided for use;
- B. Not operate equipment while medication, drugs or alcohol are present in the body without a doctor's written approval;
- C. Operate only the equipment on which they have received training;
- D. Warn co-workers and management of unsafe conditions or practices. Accept with appreciation the warning of a co-worker or supervisors as an expression of concern for their own well being;

E. Report dangerous or unsafe conditions observed at work; and

F. Refrain from horseplay at all times.

SECTION 7.2. UNSAFE CONDITIONS.

7.2.1. Employee Responsibility: Every employee is responsible for safety as a specific job assignment. To achieve the City goal of providing a safe work place, everyone must be aware of safety at all times. Employees shall report immediately any unsafe or hazardous condition directly to a supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible.

7.2.2 Management responsibility: Each department supervisor shall frequently review the need for implementing safety practices, policy or procedures warranted by hazards. Each accident and "near miss" is cause for review. A copy of such policies shall be delivered to all department employees. Department heads will periodically involve employees in the process. The need for periodic training shall be considered, and arranged as determined by the department head.

7.2.3 Managing unsafe conditions. It is every employee's responsibility to observe and identify conditions which could pose a hazard to employees or to the general public.

After identifying the problem, employees at the scene are expected to:

- A. Safely eliminate the hazard, and obtain necessary assistance;
- B. Safely control the hazard by enclosure or guard;
- C. Employ avoidance procedures; and
- D. Use personal protective equipment as appropriate.

SECTION 7.3. ACCIDENT REPORTING.

Accidents involving the City must be reported in detail as soon after the occurrence as possible. All accident reports should be submitted to the City Manager.

7.3.1 Vehicular accidents: Accidents involving other City owned vehicles or personal vehicles being operated on City business must also be reported to a police agency for investigation. Any accident resulting in personal injuries or death must be reported immediately to the City office.

7.3.2 Other accidents: Accidents involving damage to equipment or property, or personal injury, must also be reported to City Manager. The City Manager will determine the need for further investigation.

SECTION 7.4. EMPLOYEE INJURY REPORT.

In case of an accident involving personal injury to an employee, regardless of how serious, a supervisor and the City Manager report accidents can result in a violation of conditions of insurance coverage and State laws, leading to difficulties in processing insurance and benefit claims. Injured workers must fill out a Worker's Compensation Report form and submit it as soon as possible to the Safety Officer. All injuries must be reported in a timely manner to avoid risk of claim denial. The City Manager will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of an employee, then the supervisor shall immediately notify the department head who, in turn, shall immediately notify the State Workers' Compensation Department and the City's insurance carrier by phone. The City Manager and/or Recorder will then proceed to process a claim report form.

The appropriate entries shall be made in the OSHA 200 Report log.

CERTIFICATE

I certify that I have received a copy of the Personnel Policies and Procedures of the City. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the City's policies. I understand that no one except the City Manager and City Council, has the authority to enter into any agreement in writing, contrary to the personnel policies and procedures of the City.

Signature

Date



July 6, 1998

AGENDA ITEM 7d

APPOINTMENT PROCESS FOR COUNCIL POSITION #2



July 6, 1998

AGENDA ITEM 8a

**RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT WITH MORSE BROS INC FOR RESURFACING
OF VARIOUS CITY STREETS**

COUNCIL MEETING:_____

AGENDA ITEM NUMBER:_____

TO: MAYOR KOHO AND CITY COUNCIL MEMBERS

**THROUGH: WALLY MULL
CITY MANAGER**

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

SUBJECT: ANNUAL STREET MAINTENANCE

BACKGROUND:

The City's Public Works Department Street Division has an annual street pavement maintenance program contracted through Marion County Public Works. As a part of that program, we have selected several neighborhood streets to be overlaid with asphalt. These streets have deteriorated below the minimum standards for slurry seals. Asphalt resurfacing is the only effective repair to bring the selected streets back to a Pavement Condition Index of 100 percent.

FISCAL IMPACT:

Funding for this project has been budgeted in the 97/98 street fund resurfacing line item.

RECOMMENDATION:

It is recommended the Council adopt the attached Resolution directing staff to enter into an agreement with Morse Bros. Inc. through Marion County Public Works to resurface various city streets for a cost of \$ 164,895.50.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R98-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT
4 WITH MORSE BROS. INC. FOR 1998 CITY OF KEIZER STREET RESURFACING
5

6 WHEREAS, in June, 1998 an invitation to bid was published for the
7 resurfacing of several streets within the City of Keizer as part of the pavement
8 management program contracted through Marion County Public Works;

9 WHEREAS, on June 23, 1998 bids were received and opened. The low
10 bid of \$164,895.50 was submitted by Morse Bros. Inc; NOW, THEREFORE,

11 BE IT RESOLVED by the City Council of the City of Keizer that the City
12 Manager is hereby authorized to enter an agreement with Morse Bros. Inc. for
13 resurfacing of various streets within the City of Keizer at a total cost of
14 \$164,895.50.

15 PASSED this _____ day of _____, 1998.

16 SIGNED this _____ day of _____, 1998.

17
18 _____
19 Mayor

20
21 _____
22 City Recorder



July 6, 1998

AGENDA ITEM 8b

**RESOLUTIONS – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT WITH CAPITAL CONCRETE CONSTRUCTION
FOR CHERRY AVENUE AND IRIS LANE**



Phone: 390-3700 • Fax: 393-9347

930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

June 30, 1998

TO: Wally Mull
City Manager

FROM: Preston Van Meter *PLVM*
Project Manager

THROUGH: Rob Kissler, Public Works Director
Bill Peterson, City Engineer

RE: Cherry Avenue Widening (JO 0314)
Iris Lane Improvements (JO 0229)
Recommendations of Award

Bids were received and opened at 9 a.m. on Monday, June 29, 1998, local time, in the City Hall Library for construction of the Urban Renewal improvements on Cherry Avenue and Iris Lane.

PROJECT DESCRIPTION

Schedules A & B Cherry Avenue Street & Storm Drain Improvements
Construction of the widening of Cherry Avenue between Plymouth Drive and Manbrin Drive consisting of two travel lanes, a center left turn refuge, bike lanes, planter strips, curbs, sidewalks, and various property improvements.

Schedules C & D Iris Lane Traffic Signals
Construction of Traffic Signals on Iris Lane at intersections with both Cherry Avenue and North River Road.

Schedule E Iris Lane Street & Storm Drain Improvements
Construction of Iris Lane consisting of two travel lanes, bike lanes, curbs, planter strips, sidewalks, and off-site parking lot improvements.

All bids were received on time, and appear to be balanced. The low bid for Schedules A, B, C, D, and E was received from Capital Concrete Construction of Aumsville, Oregon for an total of \$1,263,555.56. The average of the three lowest bids received was \$1,350,679.86. The Engineer's Estimate for the project was \$1,419,710.70.

"Pride, Spirit and Volunteerism"

Incorporated 1982



CHERRY AVENUE/IRIS LANE
RECOMMENDATION OF AWARD
PAGE 2

City staff and the City Engineer have interviewed the Contractor and reviewed information regarding the Contractor's experience, financial wherewithal, equipment, and materials suppliers. In addition, City staff have verified that there are no outstanding claims against the Contractor's Bond.

The City of Keizer is currently formalizing agreements with Iris Lane property owners. Final written agreements are not currently in place, but all parties are working toward completion prior to the anticipated start date for construction activities on or about July 27, 1998.

Based upon the above information, we recommend that Keizer City Council award Schedules A & B to Capital Concrete Construction, and conditionally award Schedules C, D, and E to Capital Concrete Construction subject to completion of right-of-way acquisition for a contractual sum of \$1,263,555.56, based upon unit prices and lump sum amounts.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R98-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT

4 WITH CAPITAL CONCRETE CONSTRUCTION FOR CHERRY AVENUE STREET AND

5 STORM DRAIN IMPROVEMENTS

6 WHEREAS, in June, 1998 the City of Keizer published an invitation to bid
7 for improvements to Cherry Avenue. These improvements include the
8 widening of Cherry Avenue between Plymouth Drive and Manbrin Drive
9 which will consist of two travel lanes, a center turn lane refuge, and bike
10 lanes, planter strips, curbs, sidewalks, and storm drain improvements; and

11 WHEREAS, on June 29, 1998 seven bids were received and opened. The
12 low bid of \$900,292.69 was submitted by Capital Concrete Construction,
13 Aumsville, Oregon; NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that the City
15 Manager is hereby authorized to enter an agreement with Capital Concrete
16 Construction for the widening of Cherry Avenue between Plymouth Drive and
17 Manbrin Drive consisting of two travel lanes, a center turn lane refuge, and
18 bike lanes, planter strips, curbs, sidewalks, and storm drain improvements for
19 a total cost of \$900,292.69.

20 PASSED this _____ day of _____, 1998.

21 SIGNED this _____ day of _____, 1998.

22 _____
23 Mayor

24 _____
25 City Recorder
26
27

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R98-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT
4 WITH CAPITAL CONCRETE CONSTRUCTION FOR IRIS LANE CONSTRUCTION,
5 STORM DRAIN IMPROVEMENTS AND TRAFFIC SIGNALS
6

7 WHEREAS, in June, 1998 the City of Keizer published an invitation to bid
8 for construction of Iris Lane which will consist of two travel lanes, bike lanes,
9 curbs, planter strips, sidewalks, off-site parking lot improvements, and traffic
10 signals at River Road and Cherry Avenue;

11 WHEREAS, on June 29, 1998 seven bids were received and opened. The
12 low bid of \$363,262.87 was submitted by Capital Concrete Construction,
13 Aumsville, Oregon;

14 WHEREAS, the City is currently formalizing agreements with Iris Lane
15 property owners. Final written agreements are anticipated to be in place
16 prior to the start of construction, on or about July 27, 1998; NOW, THEREFORE,

17 BE IT RESOLVED by the City Council of the City of Keizer that the City
18 Manager is hereby authorized to enter an agreement with Capital Concrete
19 Construction for the construction and improvements to Iris Lane, including the
20 traffic signals at River Road and Cherry Avenue for a total construction cost of
21 \$363,262.87; and

22 /////

23 /////

BE IT FURTHER RESOLVED that this award is contingent upon receipt of written agreements with the Iris Lane property owners.

PASSED this _____ day of _____, 1998.

SIGNED this _____ day of _____, 1998.

Mayor

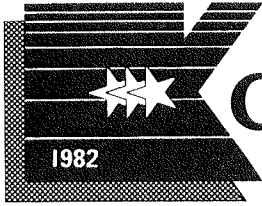
City Recorder



July 6, 1998

AGENDA ITEM 8C

**RESOLUTION – AUTHORIZING CITY MANAGER TO ENTER
AGREEMENT WITH CAPITAL CONCRETE CONSTRUCTION
FOR MCLEOD LANE IMPROVEMENTS**



City of Keizer

Phone: 390-3700 • Fax: 393-9347

930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, Oregon 97307-1000

Administration • Public Works • Community Development • Municipal Court • Police (business only) Phone 503.390.3713 Fax 503.390.8295

June 30, 1998

TO: Wally Mull
City Manager

FROM: Preston Van Meter *PVM*
Project Manager

THROUGH: Rob Kissler, Public Works Director
Bill Peterson, City Engineer

RE: McLeod Lane Widening (JO 0504)
Recommendation of Award

Bids were received and opened at 9 a.m. on Monday, June 29, 1998, local time, in the City Hall Library for construction of the McLeod Lane Widening between Lockhaven Drive and Stonehedge Drive.

PROJECT DESCRIPTION

Construction of the widening of McLeod Lane between Lockhaven Drive and Stonehedge Drive consisting of two travel lanes, bike lanes, curbs, sidewalks, an asphalt pavement overlay, and various property improvements.

All bids were received on time, and appear to be balanced. The low bid was received from Capital Concrete Construction of Aumsville, Oregon for a total of \$218,394.02. The average of the three lowest bids received was \$237,622.22. The Engineer's Estimate for the project was \$275,540.90.

City staff and the City Engineer have interviewed the Contractor and reviewed information regarding the Contractor's experience, financial wherewithal, equipment, and materials suppliers. In addition, City staff have verified that there are no outstanding claims against the Contractor's Bond.

Based upon the above information, we recommend that Keizer City Council award the project to Capital Concrete for a contractual sum of \$218,394.02, based upon unit prices and lump sum amounts.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R98-_____

3 AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT

4 WITH CAPITAL CONCRETE CONSTRUCTION FOR MCLEOD LANE IMPROVEMENTS

5
6 WHEREAS, in June, 1998 the City of Keizer published an invitation to bid
7 for improvements to McLeod Lane. These improvements consist of the
8 widening of McLeod Lane to include two travel lanes, bike lanes, curbs,
9 sidewalks, asphalt pavement overlay, and other various property
10 improvements; and

11 WHEREAS, on June 29, 1998 seven bids were received and opened. The
12 low bid of \$218,394.02 was submitted by Capital Concrete Construction,
13 Aumsville, Oregon; NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that the City
15 Manager is hereby authorized to enter an agreement with Capital Concrete
16 Construction for the improvements to McLeod Lane for a total cost of
17 \$218,394.02.

18 PASSED this _____ day of _____, 1998.

19 SIGNED this _____ day of _____, 1998.

20
21 _____
22 Mayor

23
24 _____
25 City Recorder



July 6, 1998

AGENDA ITEM 8d

**RESOLUTION – APPROVING ENGINEER’S REPORT FOR
BAHNSEN WOODS STREET LIGHTING DISTRICT**

COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND CITY COUNCIL

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC
CITY RECORDER



SUBJECT: BAHNSEN WOODS STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT

ISSUE:

Upon review of the City Engineer's report filed for Bahnsen Woods Street Lighting Local Improvement District, should City Council adopt a Resolution approving this report - or amend and approve the report as amended - and set a public hearing date to receive remonstrances to the project; or, in the alternative, abandon formation of the district.

BACKGROUND:

On May 18, 1998, the City Council adopted Resolution R98-1037 declaring the City's intent to initiate Bahnsen Woods Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an 8.5% administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Utility Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and setting the public hearing date for August 3, 1998 to consider remonstrances and other comments on the district's formation and objections to proposed assessments, and directing the City Recorder to provide notice of public hearing.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R98-_____

**APPROVING THE CITY ENGINEER'S REPORT; DECLARING
THE CITY'S INTENT TO FORM BAHNSEN WOODS STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING**

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

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Bahnsen Woods Street Lighting Local Improvement District which was filed with the City Recorder on June 29, 1998 to be satisfactory, and the same are hereby approved and adopted.

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

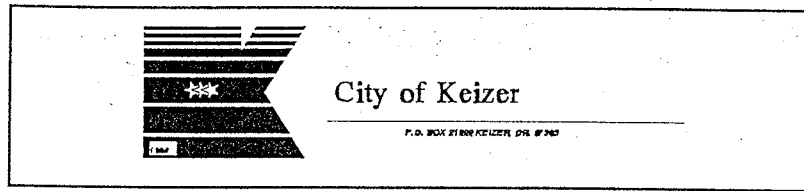
Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form the Bahnsen Woods Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on August 3, 1998, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

PASSED this ____ day of _____, 1998.

SIGNED this ____ day of _____, 1998.

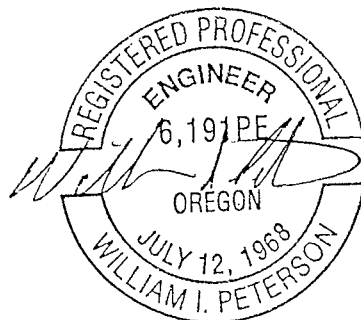
Mayor

City Recorder



ENGINEER'S REPORT
FOR
BAHNSEN WOODS
STREET LIGHTING DISTRICT

For City Council Action July 6, 1998



Renew date: December 31, 1998

PREPARED BY:
William I. Peterson
Engineering Consultants, Inc.
4300 Cherry Ave. N
Keizer, OR 97303

Date: June 23, 1998

Project File 98-0569

(503) 390-7402

June 23, 1998

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Bahnsen Woods

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 98-1037** for the purpose of creating the subject Street Lighting District.

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

Lighting Plan The lighting improvements will consist of 14, 100 Watt, high pressure sodium luminaires mounted on 4 foot long mast arms and attached to 25 foot aluminum poles, plus 3, 150 Watt, high pressure sodium luminaires mounted on 4 foot long mast arms and attached to existing wood distribution poles. This design is selected to be consistent with adjacent lighted areas. It is recommended that installation be accomplished by the following method:

Portland General Electric (PGE) would supply, install and maintain the luminaires, poles and underground or overhead wiring. PGE would also supply the electrical power to the District.

Estimated Costs:

Initial Cost and Annual costs -

14 Poles & 100 Watt luminaires @ \$16.78 per month each x 12 mos. =	\$2819.04
3, 150 Watt luminaires @ \$7.50 per month each x 12 mos. =	270.00
Administrative Fee @ 8.5%	262.57
Engineering @ \$14.00/Lot:	<u>840.00</u>
Total Assessment	\$4191.61
(1)Per Lot Assessment (First Year , 60 Lots)	\$69.86

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

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

The first year assessment would include the one time costs for District formation and engineering. Subsequent years assessments would reduce to \$ 51.48 per lot.

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

Respectfully submitted,



William I. Peterson, PE

PRELIMINARY ASSESSMENT ROLL

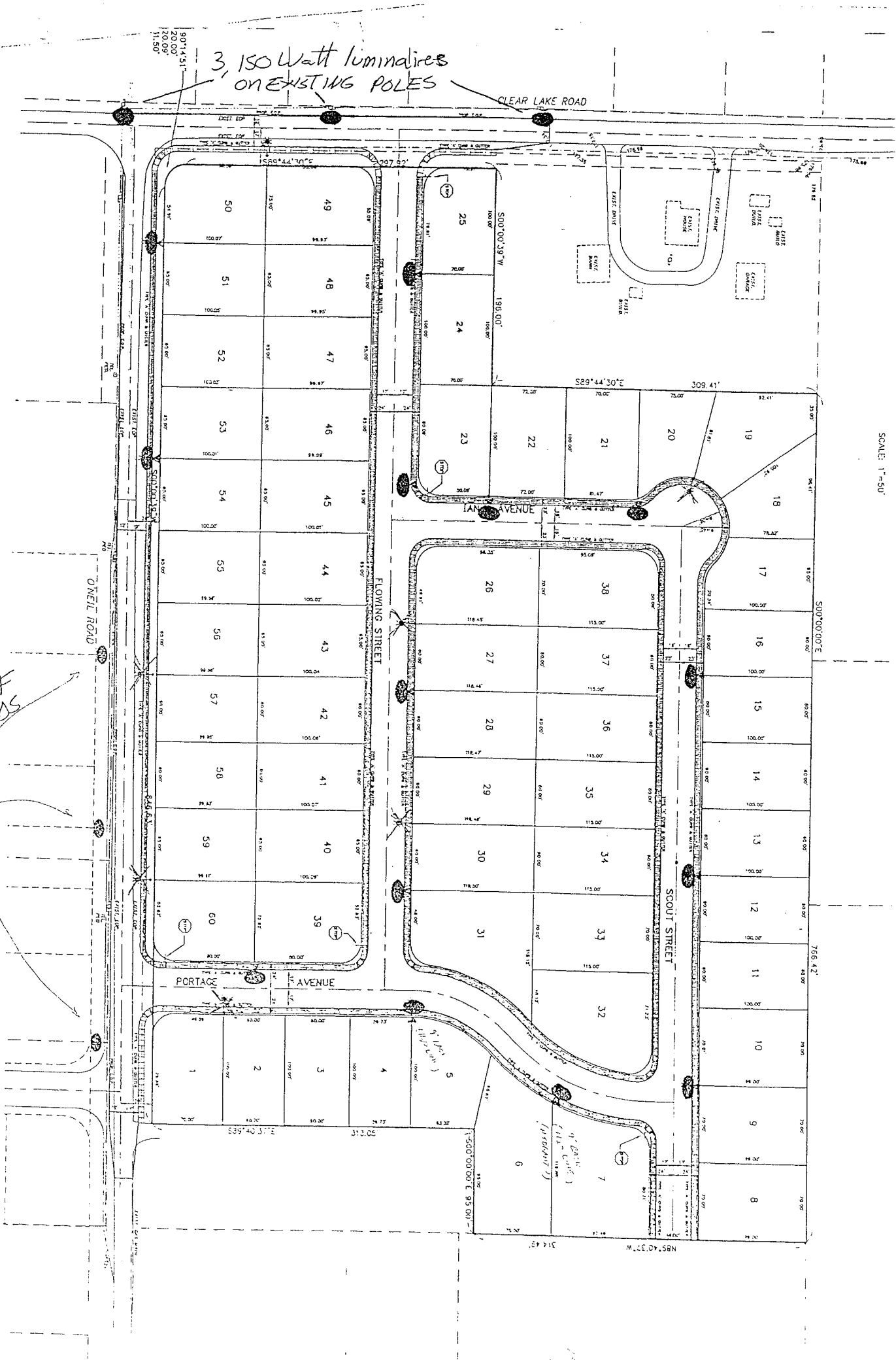
BAHNSEN WOODS
STREET LIGHTING DISTRICT

*Assessors Map 6 3W 23DA

Tax Lot #	Owners Name and Address	Cost per Lot	Lots	Assessment
101, 200	Lydon Construction Co.	\$69.86	60	\$4,191.61

TOTAL ASSESSMENT \$4,191.61

SCALE: 1"=50'



3, 150 Watt luminaires
ON EXISTING POLES

PART OF
HIGHLANDS
Phase 1

15 ON
HIGHLANDS
ABOUNDING



July 6, 1998

AGENDA ITEM 8e

**RESOLUTION – APPROVING ENGINEER’S REPORT FOR
WITTENBERG LANE STREET LIGHTING DISTRICT**

COUNCIL MEETING: July 6, 1998

AGENDA ITEM NUMBER: _____

TO: MAYOR KOHO AND CITY COUNCIL

THROUGH: WALLY G. MULL
CITY MANAGER

FROM: TRACY L. DAVIS, CMC
CITY RECORDER



SUBJECT: WITTENBERG LANE STREET LIGHTING LOCAL IMPROVEMENT
DISTRICT

ISSUE:

Upon review of the City Engineer's report filed for Wittenberg Lane Street Lighting Local Improvement District, should City Council adopt a Resolution approving this report - or amend and approve the report as amended - and set a public hearing date to receive remonstrances to the project; or, in the alternative, abandon formation of the district.

BACKGROUND:

On April 20, 1998, the City Council adopted Resolution R98-1031 declaring the City's intent to initiate Wittenberg Lane Street Lighting Local Improvement District and directing the City Engineer to make a survey and file a written report with the City Recorder. This Council action was taken in response to a petition from the developer requesting the formation of a lighting district in this area.

FISCAL IMPACT:

The costs for establishing the district in the first year include a fee for the engineers report and an 8.5% administrative fee to cover the costs for advertising and staff time in establishing the district. The City receives reimbursement from the property owners for these costs and the actual electricity used through assessments placed on the tax rolls. All activity is budgeted through the Utility Fund.

RECOMMENDATION:

It is recommended City Council adopt a Resolution approving the City Engineer's Report and setting the public hearing date for August 3, 1998 to consider remonstrances and other comments on the district's formation and objections to proposed assessments, and directing the City Recorder to provide notice of public hearing.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R98-_____

**APPROVING THE CITY ENGINEER'S REPORT; DECLARING
THE CITY'S INTENT TO FORM WITTENBERG LANE STREET LIGHTING LOCAL
IMPROVEMENT DISTRICT; PROVIDING NOTICE AND SETTING HEARING**

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

Section 1. That the City Council hereby finds the City Engineer's Report, marked as exhibit "A" and by this reference incorporated herein, containing preliminary plans and an estimate of probable costs for Wittenberg Lane Street Lighting Local Improvement District which was filed with the City Recorder on June 29, 1998 to be satisfactory, and the same are hereby approved and adopted.

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

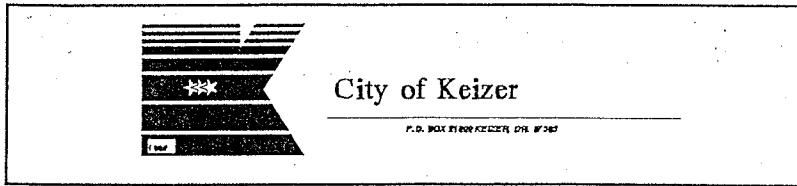
Section 3. That the City Council hereby directs the City Recorder to give notice of its intention to form the Wittenberg Lane Street Lighting Local Improvement District and to make the improvements by sending notice to the property owners within the district stating a public hearing will be held on August 3, 1998, said notice to also provide that information required under City of Keizer Ordinance 94-278, an ordinance providing for procedures for municipal lighting districts and special assessments.

PASSED this ____ day of _____, 1998.

SIGNED this ____ day of _____, 1998.

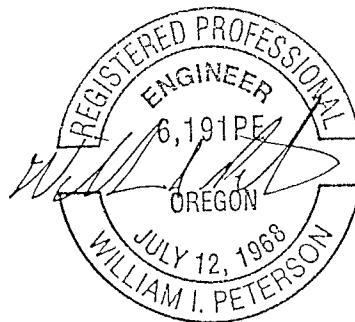
Mayor

City Recorder



ENGINEER'S REPORT
FOR
WITTENBERG LANE
STREET LIGHTING DISTRICT

For City Council Action July 6, 1998



Renew date: December 31, 1998

PREPARED BY:
William I. Peterson
Engineering Consultants, Inc.
4300 Cherry Ave. N
Keizer, OR 97303

Date: June 26, 1998

Project File 98-0565

(503) 390-7402

*Rad
6-29-98*

June 26, 1998

TO: The Hon. Mayor and City Council

FROM: City Engineer's Office

SUBJECT: Street Lighting District for Wittenberg Lane

Authority and Purpose: This report is submitted in accordance with the requirements of City of Keizer **Ordinance No. 94-278** and Council **Resolution 98-1031** for the purpose of creating the subject Street Lighting District.

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

Lighting Plan: The lighting improvements will consist of 7, 200 Watt, high pressure sodium luminaires mounted on 4 foot long mast arms and attached to 30 foot aluminum poles. This design is selected to be consistent with adjacent lighted areas. It is recommended that installation be accomplished by the following method:

Portland General Electric (PGE) would supply, install and maintain the luminaires, poles and underground or overhead wiring. PGE would also supply the electrical power to the District.

Estimated Costs:

Initial Cost and Annual costs -

7 Poles & 200 Watt luminaires @ \$19.70 per month each x 12 mos. =	\$1654.80
Administrative Fee @ 8.5%	140.66
Engineering @ \$14.00/Lot:	<u>14.00</u>
Total Assessment	\$1809.46
(1) Per Lot Assessment (First Year , 1 Lots)	\$1809.46

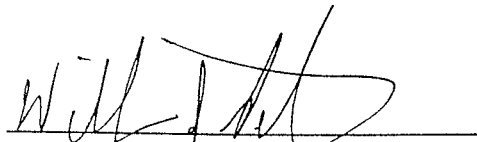
(1) Includes tax roll preparation, audit, delinquencies and miscellaneous administrative costs to the City as authorized by Res. 94-716.

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

The first year assessment would include the one time costs for District formation and engineering. Subsequent years assessments would reduce to \$1654.80 per lot.

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

Respectfully submitted,

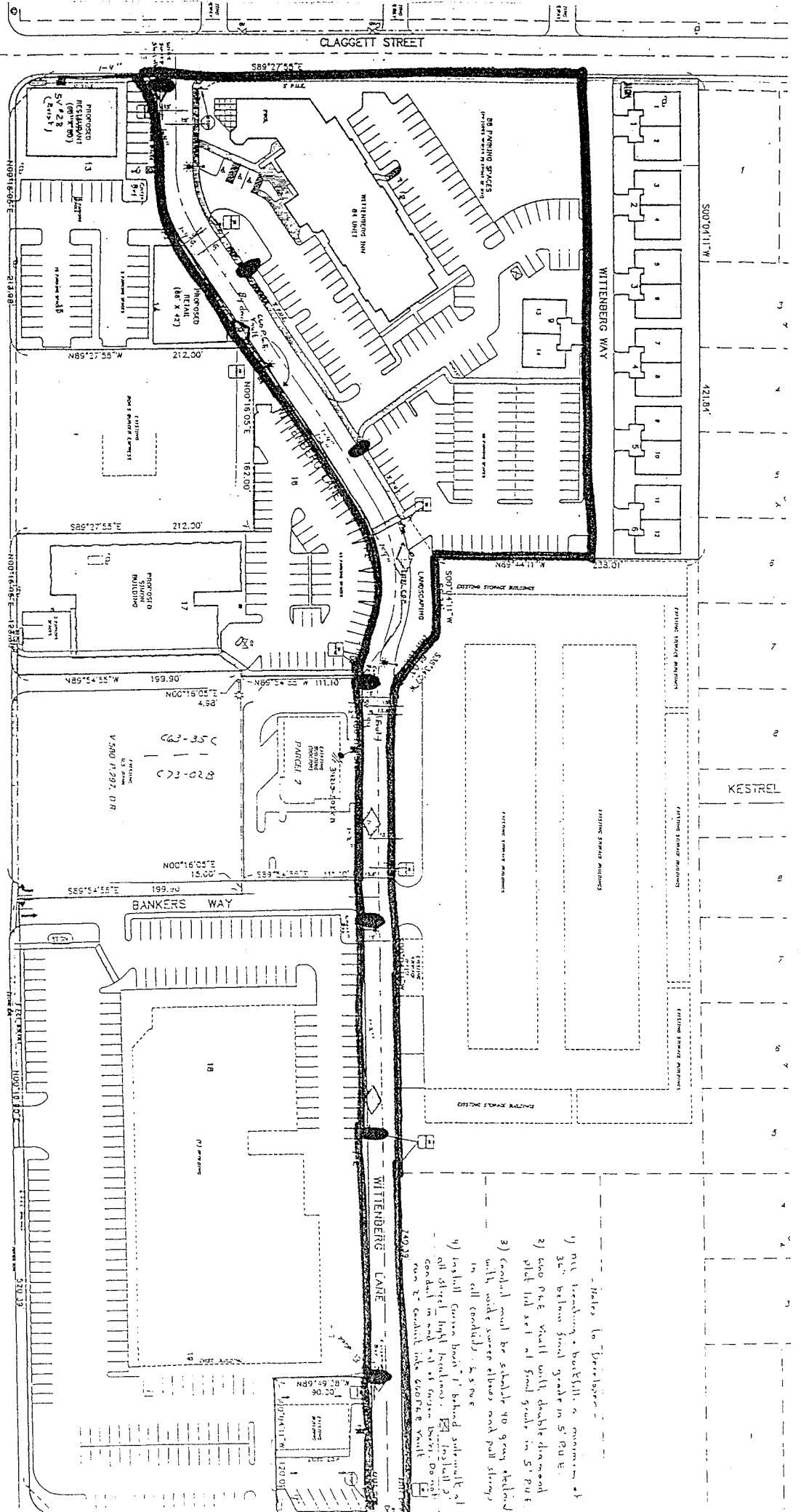

William I. Peterson, PE

PRELIMINARY ASSESSMENT ROLL

WITTENBERG LANE
STREET LIGHTING DISTRICT

*Assessors Map 6-3W 35CD

Tax Lot #	Owners Name and Address	Cost per Lot	Lots	Assessment
10600	TEAM MANAGEMENT CO LTD	\$1809.46	1	\$1809.46
TOTAL ASSESSMENT		\$1809.46		



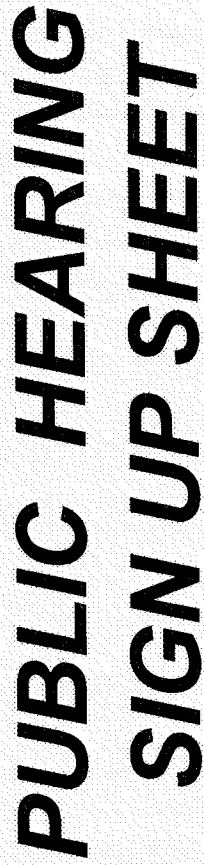
SCALE: 1" = 50'

7-200 WATT HPS DROP LEAS CRYSTAL HEAD LUMINAIRES @ 903/POUND-DOWN) MOUNTED AT 30 FEET (@ 11.5/POUND - PIERCEGLASS POLE) (@ 10.67/POUND - ALUMINUM POLE)

310 WATT HPS FLAT LENS CRYSTAL HEAD LUMINAIRES MOUNTED AT 35 FEET (CONCRETE 240 FEET APART) 400 WATT HPS FLAT LENS CRYSTAL HEAD LUMINAIRES MOUNTED AT 35 FEET (CONCRETE 240 FEET APART)

- 1) ALL trenching & backfill a minimum of 36" below final grade in S.P.U.E.
- 2) 600 P.C.E. wall with double diamond plate lid set at final grade in S.P.U.E
- 3) Conduit must be stable 40' long behind with wide sweep elbows and pull strings in all conduits - 1/2" PVC
- 4) Install "curtain board" behind sub-mains at all street light locations. Install 2" conduit in and out of curtain board. Do not run 2" conduit into 600 P.C.E. vault

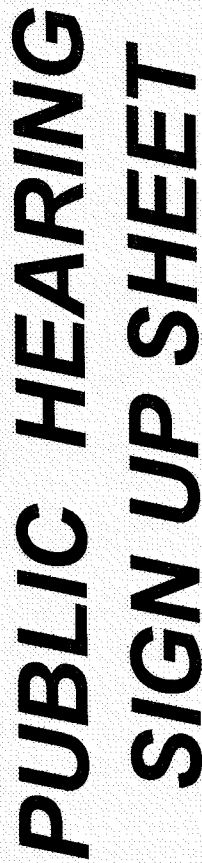
7-19-11 13732



DATE: JULY 6, 1998 TIME: 7:00 p.m. AGENDA ITEM # 6b

BEFORE THE: KEIZER CITY COUNCIL PLACE: ROBERT L. SIMON COUNCIL CHAMBERS
(PLEASE PRINT)

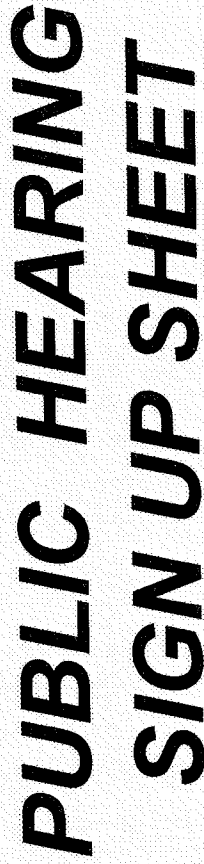
[illegible]



DATE: JULY 6, 1998 TIME: 7:00 p.m. AGENDA ITEM # 6c

BEFORE THE: KEIZER CITY COUNCIL PLACE: ROBERT L. SIMON COUNCIL CHAMBERS
(PLEASE PRINT)

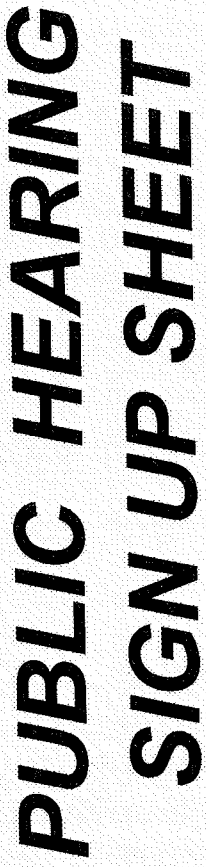
[illegible]



DATE: JULY 6, 1998 TIME: 7:00 p.m. AGENDA ITEM # 6d

BEFORE THE:	<u>KEIZER CITY COUNCIL</u>	PLACE:	<u>ROBERT L. SIMON COUNCIL CHAMBERS</u>
(PLEASE PRINT)			

[illegible]



DATE: JULY 6, 1998 TIME: 7:00 p.m. AGENDA ITEM # 6a

(PLEASE PRINT)

[illegible]

*Submitted to
Council
7-6-98*

DATE: July 7, 1998
TO : Mayor Koho and City Council Members
FROM: Neil and Marcia Bednarczyk
SUBJECT: Response to staff report

We would like to thank the Council for allowing us to address the staff report, which we received on June 3rd. We have given each council member copies of the information so that you can see the history regarding the properties involved.

The first page illustrates what the area looked like prior to development. The 10 acres south of our property was farmed, and the area to the north was cherry orchards. The farm was relatively flat, and the slope was so gradual, that the storm water had 10 acres through which to percolate in to the ground, and the water did not run off.

If we estimate just one half of the acreage, we would be looking at 5 acres to travel and percolate from high to low point. What drained from the acreage, drained along Oneil Rd, and collected to the front of our property, and flowed west down the driveway. Since the construction, the drainage pattern has been altered, and the slope is so radical, the water cannot take its previous route. Now the distance from the highest point to our property is between 5 and 20 feet, traveling down slope. Although the total area has been reduced, the slope has increased, and the natural drainage pattern has been disrupted, which allows water from side and rear yards to drain directly on to our property.

On the pink sheet, you will see how the lots have been designed, with arrows showing the slope, and where the water is draining. Lot # 38 has a 5 ft side yard setback, while the other properties are the standard rear setback.

Soil Conservation was kind enough to provide us with this estimate of runoff and discharge in regards to the properties. The top section is the estimate when the area was farmed, the lower portion of the page is the estimate with grass/conditions in a subdivision. It shows an increase in flow 3 times greater than before the development. This increase in flow, in addition to elevated land designed to slope toward our property in a drastically reduced area, has created the drainage problem we are experiencing.

Due to the fact that water from Oneil Rd drained on to our property causing ponding, we requested that while reconstructing the road, it be slightly lowered to avoid the water runoff. Bill Peterson was not willing to do that and proposed placing an area drain on the NE section of our property for the sole purpose of protecting the road, once it was reconstructed. That area drain does nothing to deal with the storm water /runoff 300 ft. back, on the south side of the property.

We have included some photos from the past year and on half which show the impact of changing the contour of the land. Bill Peterson has stated that once there is vegetation on the lots, there would not be a runoff problem. When water has a limited space, and it is moving down slope, it does so rather quickly. If you look closely, you will see there is a substantial amount of vegetation on the fill left from the developer on the adjacent lots, and that has not made an appreciable difference.

Since we signed the agreement with the City of Keizer, two properties have an additional 410 square feet of hard surface w/ no water runoff protections for our property. Two homes are still in the building stages and two lots are undeveloped. We were assured at the Waterford Public Hearing by the developer and the hearings officer that all hard surfaces would be guttered and tied to the drainage system.

Regarding the agreement with the City of Keizer :

#1 The trees have been cut down, stumps have been ground down but not yet removed.

#4 The area drain has been installed.

#5 The City or the Developer will need to mark new corners of property, so that a fence and trees may be placed.

#6 Excess gravel and dirt from the development has yet to be removed.

#8 We are working out an agreement with PGE.

#9 We have yet to hear anything regarding the elevation of the existing PGE vault.

We continue to have weekly problems with builders/subcontractors dumping unwanted materials, dirt, cement on our property.

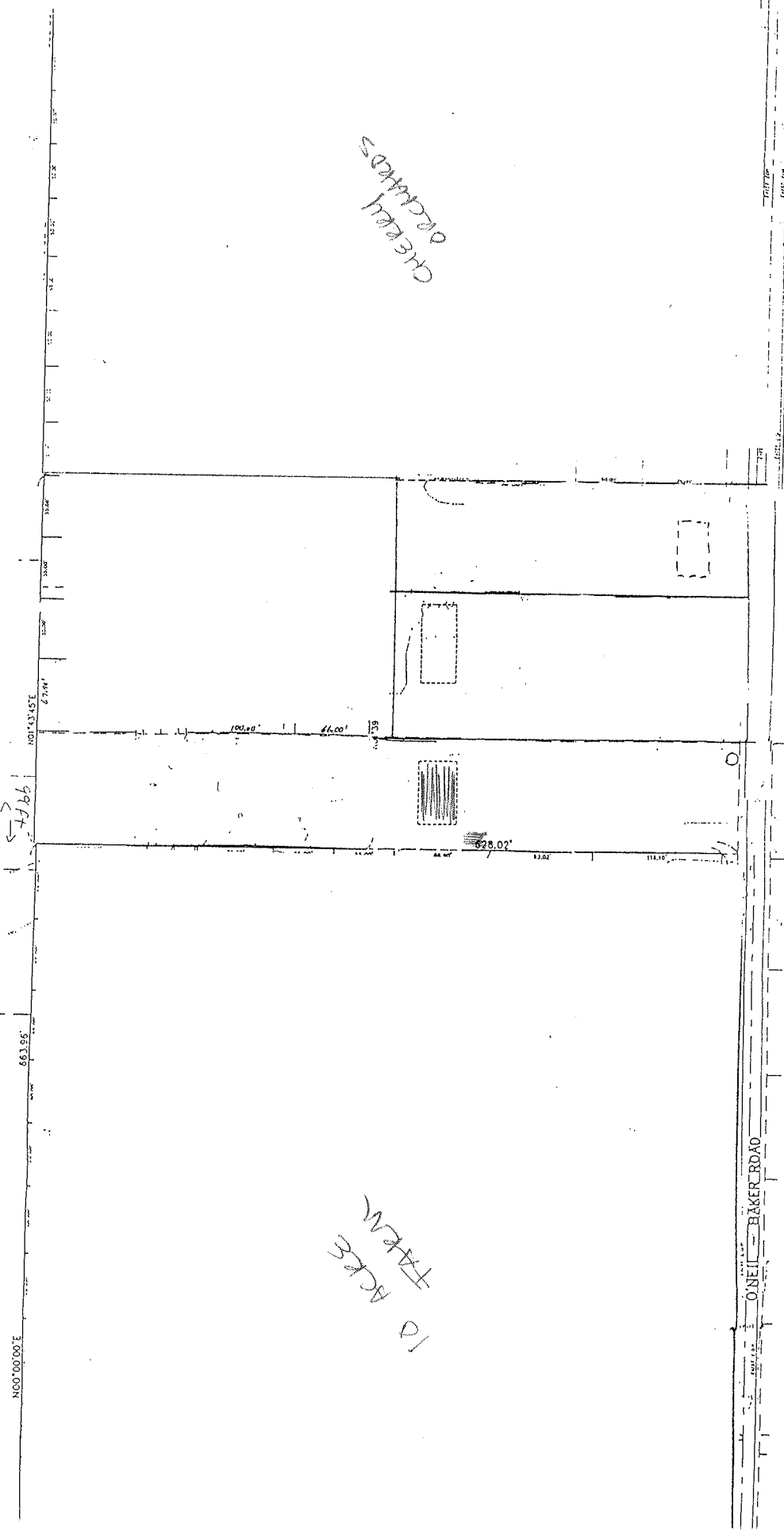
We would like to request:

- 1. The fill left on the 2 lots adjacent to our property be reduced or it will be impossible for the foundation to go down to the undisturbed soil level. We have made a request of the planning department to review these lots.**
- 2. Is it city policy for city staff to bypass the homeowner when city business is involved? Shouldn't there be a policy in place that city staff should deal with the taxpayer/property owner first?**
- 3. We are requesting that the city place some sort of drainage pipe or tiles on our property to retain the runoff from the Waterford subdivision.**



SCALE 1" = 60'

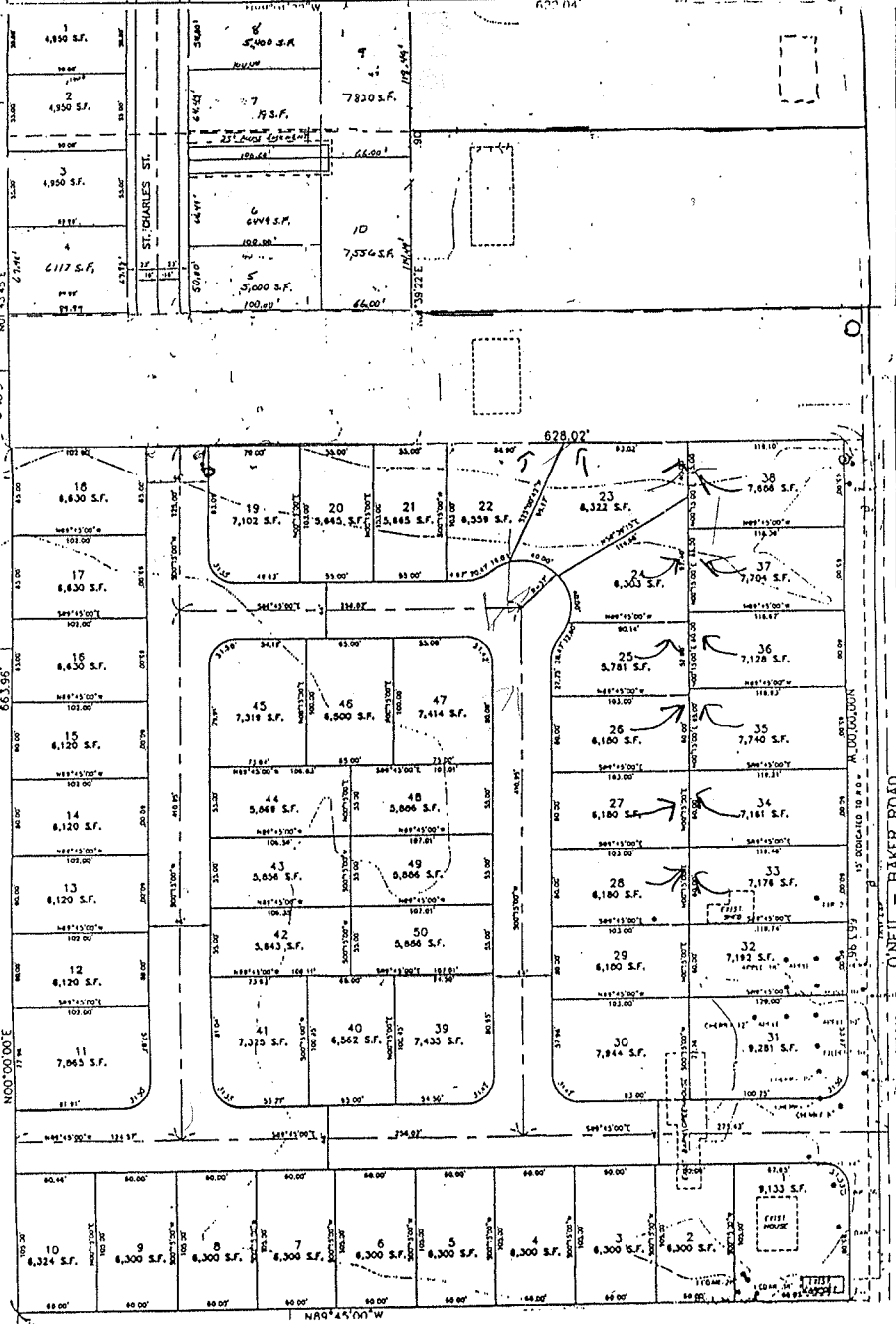
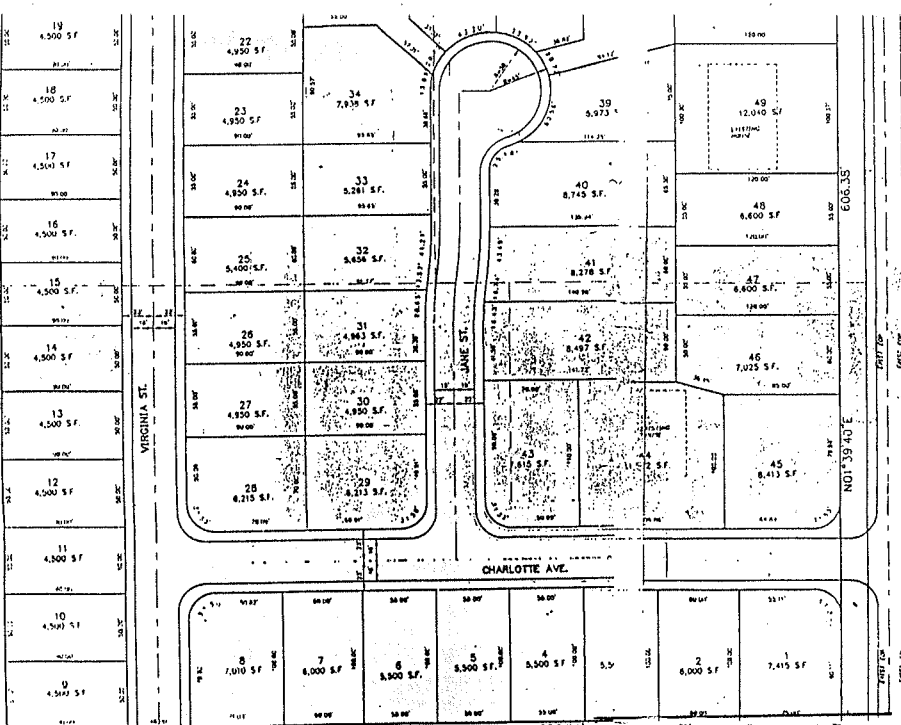
—Z—A



10 ACRES
TAKEN

CHERRY
174330

ONEIL - BAKER ROAD



—N—A

SCALE 1" = 60'

ONEIL - BAKER ROAD

Client : Keizer
 County : Marion-Salem
 Practice: Storm Water

State: OR

By: MEG
 Checked: _____

Date: 06-19-98
 Date: _____

Drainage Area : 5 Acres
 Curve Number : 72
 Watershed Length : 700 Feet
 Watershed Slope : 2 Percent
 Time of Concentration: .356 Hours
 Rainfall Type : IA

Storm Number	1	2	3	4	5	6	7
Frequency (yrs)	2	5	10	25	50	100	0
24-Hr Rainfall (in)	2.6	3	3.4	3.9	4.4	4.7	0
Ia/P Ratio	0.30	0.26	0.23	0.20	0.18	0.17	0.00
Runoff (in)	0.58	0.81	1.06	1.39	1.75	1.97	0.00
Unit Peak Discharge (cfs/acre/in)	0.104	0.132	0.151	0.169	0.180	0.186	0.000
Peak Discharge (cfs)	0	1	1	1	2	2	0

Client : Keizer
 County : Marion-Salem
 Practice: Storm Water

State: OR

By: MEG
 Checked: _____

Date: 06-19-98
 Date: _____

Drainage Area : 5 Acres
 Curve Number : 98
 Watershed Length : 700 Feet
 Watershed Slope : 2 Percent
 Time of Concentration: .133 Hours
 Rainfall Type : IA

Storm Number	1	2	3	4	5	6	7
Frequency (yrs)	2	5	10	25	50	100	0
24-Hr Rainfall (in)	2.6	3	3.4	3.9	4.4	4.7	0
Ia/P Ratio	0.02	0.01	0.01	0.01	0.01	0.01	0.00
Used	0.10	0.10	0.10	0.10	0.10	0.10	0.00
Runoff (in)	2.37	2.77	3.17	3.67	4.16	4.46	0.00
Unit Peak Discharge (cfs/acre/in)	0.250	0.250	0.250	0.250	0.250	0.250	0.000
Peak Discharge (cfs)	3	3	4	5	5	6	0









