

CITY OF KEIZER MISSION STATEMENT

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

A G E N D A

KEIZER CITY COUNCIL/URBAN RENEWAL AGENCY

EXECUTIVE SESSION

Monday, June 5, 2006

5:45 p.m.

Keizer City Hall

Keizer, Oregon 97303

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

- a. Pursuant to ORS 192.660(2)(e) –To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- b. Pursuant to ORS 192.660(2)(h) –To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

4. ADJOURN

The Oregon Public Meeting Law authorizes governing bodies to meet in executive session in certain limited situations. An executive session is defined as any meeting or part of a meeting of a governing body which is closed to certain persons for deliberations on certain matters as defined by ORS 192.660. These sessions are closed to the public. The media may attend the session, unless the Oregon State Statutes specifically prohibits media attendance. The governing body is not allowed to take any final action or make any final decisions during the executive sessions. Any final action or decision must be made after returning or at the next regularly scheduled meeting.

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
URBAN RENEWAL AGENCY OF THE CITY OF KEIZER

Monday, June 5, 2006

6:40 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC TESTIMONY

This time is provided for citizens to address the Urban Renewal Agency on any matter not scheduled for public hearing.

4. PUBLIC HEARING

5. ADMINISTRATIVE ACTION

**a. RESOLUTION – Adopting Policies for Building Façade Improvement Grants
– Amending UR 96-022**

b. Keizer Plaza Property Improvement Grant

6. CONSENT CALENDAR

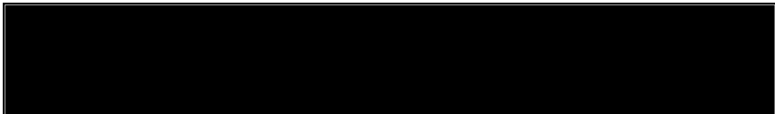
a. Approval of April 3, 2006 Agency Minutes

7. OTHER BUSINESS

This time is provided to allow Urban Renewal Agency members the opportunity to bring matters before the Agency that are not on tonight's agenda.

8. AGENDA INPUT

9. ADJOURN



URBAN RENEWAL AGENCY MEETING: June 5, 2006

AGENDA ITEM NUMBER: _____

TO: CHAIR CHRISTOPHER AND AGENCY MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: URBAN RENEWAL FAÇADE IMPROVEMENT GRANT POLICY

BACKGROUND:

The Urban Renewal Agency (Agency) and Keizer Urban Renewal Board (KURB) have previously directed staff to compile policies that would govern the implementation of a façade improvement grant. This would be under the authority of the existing resolution. Staff has contacted several jurisdictions and has found the closest model for this intent to be the program at the Portland Development Commission (PDC).

The PDC program includes the possibility of funding such things as painting, and cleaning, which staff recommends not to include here because these would be maintenance issues and Keizer does not have the same level of historical buildings, or urban development, and because those activities did not align with the stated intent of the program.

ISSUE:

The recommendation before the City Council is to establish the purpose and intent of the façade improvement program and the level of participation from the Keizer Urban Renewal Agency.

This proposal recommends that the purpose of the program is to address the overall objectives of the Urban Renewal District through capital improvements to the physical structures in the district.

The PDC Storefront Improvement Program, which this proposal is modeled after, currently has a limit of \$20,000 per grant for façade improvements (which also includes painting and cleaning), as well as an additional program whereby up to \$7500 is possible for "Building Lighting Enhancement" installation. The percentage match of the PDC ranges from 25% to 50% depending on specified geographic districts.

This proposal is to allow up to a maximum amount of \$25,000 per building up to a maximum of 50% of the project costs. This is anticipated to be reviewed on a case by case basis. For example the current grant request before the agency is for approximately 20% of the costs of façade improvements. The amount of participation is a policy decision that the Agency would establish.

FISCAL IMPACT:

The recent Urban Renewal District major amendment projected a total amount over the life of the district to be spent on various grants to be about \$1,000,000, which includes all grant expenditures, including the sidewalk improvement program. If one half of the funds anticipated were to be spent on façade improvement, and if the amount were \$25,000 per building, that would be approximately 20 buildings improved. If the amount were \$20,000 per building, the number of buildings would increase to 25.

RECOMMENDATION:

It is hereby recommended the Urban Renewal Agency adopt the attached Resolution Adopting Policies for Building Façade Improvement Grants – Amending UR96-022.

1 URBAN RENEWAL AGENCY, CITY OF KEIZER, STATE OF OREGON

2 Resolution UR2006-_____

3 ADOPTING POLICIES FOR BUILDING FAÇADE
4 IMPROVEMENT GRANTS (AMENDING RESOLUTION
5 UR96-022)
6

7 WHEREAS, the Urban Renewal Agency adopted Resolution UR96-022,
8 establishing a Process for Review and Approval of Property Improvement Funding
9 Requests;

10 WHEREAS, it is appropriate and necessary to adopt Building Façade
11 Improvement grant policies;

12 WHEREAS, the Urban Renewal Agency has considered the matter and finds the
13 attached Building Façade Improvement grant policies to be an appropriate
14 implementation of the Urban Renewal Plan as amended;

15 NOW, THEREFORE,

16 IT IS HEREBY RESOLVED that the Urban Renewal Agency of the City of
17 Keizer establishes the policies set forth in Attachment "A" (Building Façade
18 Improvements) attached hereto and by this reference incorporated herein.

19 IT IS FURTHER RESOLVED that the policies set forth in Attachment "A" is
20 hereby made a new subsection III(D) of Resolution UR96-022.

1 IT IS FURTHER RESOLVED that Resolution UR96-022 is hereby amended by
2 such addition.

3 PASSED this _____ day of _____, 2006.

4 SIGNED this _____ day of _____, 2006.

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Agency Chair

City Recorder

“Attachment A” Resolution Establishing Process for Review and Approval of Property Improvement Funding Requests (UR96-022)

III Grants for Special Projects

BUILDING FAÇADE IMPROVEMENTS

Intent and Purpose

The building façade improvement program assists commercial property and businesses in rehabilitating their buildings exteriors to revitalize neighborhood commercial areas, eliminate blight and enhance the economic viability of the property and surrounding area. Preference shall be given to project that incorporate a human-scale to the project, allow for additional landscaping, pedestrian enhancements, as well as attractive design elements into the project.

Funding:

The range of funding available for each building is up to 50 percent of the cost of eligible improvement up to a maximum of \$25,000 per building. Applicant shall provide at a minimum a match in the amount of the requested grant amount.

APPLICATION:

An application must be submitted in writing to the Keizer Urban Renewal Board (KURB). KURB will review an application and forward recommendations on the application to the Keizer Urban Renewal Agency which will take final action on an application. Application shall include a detailed budget of work, or engineer's or architect's estimate and at least two competitive bids. A completed application shall be submitted to the city at least two weeks prior to KURB acting on the grant request.

The City may impose terms or conditions on the awarding of a grant which shall be binding upon the applicant. Accepted applications will receive a letter of Conditions which must be met prior to commitment of any grant funds. Non-compliance with these terms may result in cancellation of an awarded grant and subject the applicant to reimbursement of any awarded funding.

Eligible work:

- rehabilitation of building facades visible to the street
- cornices, gutters and downspouts
- exterior lighting
- canopies and awnings
- accessibility improvements in conjunction with major building rehab work

Ineligible work:

- structural foundations

- interior work other than as directly related to exterior work
- security systems
- signage
- parking lot paving or striping
- personal property and equipment
- ordinary or routine maintenance

Criteria for Building Façade Improvement grant

1. Applicant shall show compliance with the intent and purpose of the grant program.
2. Property can not primarily be used for residential use.
3. Government agencies are not eligible.
4. National franchises / businesses with multiple locations outside of Keizer are ineligible.
5. Property taxes shall be current on the property.
6. This program applies only to rehab of existing buildings.

General Conditions:

- Improvements funded by the KURB and Urban Renewal Agency shall be maintained in good order for a period of 5 years.
- Applicant shall show evidence of insurance coverage for the grant funded improvements to not less than the value of the improvements.
- Applicant shall obtain all necessary building permits
- Applicant shall comply with any terms or conditions of approval for the grant.
- All work approved by this grant must be completed within 1 year.
- Applicant shall submit verification of expenses for work seeking reimbursement.
- Reimbursement shall not exceed funded amount.
- All contractors shall be licensed by the State of Oregon.
- Project shall display signage indicating Urban Renewal Agency funding.

URBAN RENEWAL AGENCY MEETING

AGENDA ITEM NUMBER: _____

MEMORANDUM

To: Urban Renewal Agency

Thru: Christopher Eppley, City Manager

From: Nate Brown, Community Development Director

Date: June 1, 2006

Re: Property Improvement Grant for Keizer Plaza

BACKGROUND

Crestwood Properties submitted two grant requests for property located at 4900 to 4940 River Road. One request is for a frontage improvement grant and the second request is for a building façade improvement grant for property known as the Keizer Plaza. The property is currently developed with 4 buildings that were constructed approximately 30 years ago. The site is developed in a manner consistent of development regulations decades ago and has no amenities such as landscaping. Crestwood Properties would like to update the development complex and do major rehabilitation, both interior and exterior to the buildings and to provide landscaping within the parking lot and along the roadway.

Streetscape Improvement Grant

This grant request is for \$84,258. It includes removal and relocation of the existing curb-side sidewalk along River Road and allow for a planting strip between the curb and the new sidewalk along the length of the 300 feet of frontage of the property. There will also be a landscaped / pedestrian plaza near the mid-section of the property. The new sidewalk will be a 6 foot wide brushed concrete sidewalk with stamped colored sidewalk at the driveway crossing and in the pedestrian plaza. Also, street trees and other landscaping will be planted in the new planting strip. The applicant is requesting full reimbursement for the cost of these features.

Building Façade Improvement Grant

The applicant is seeking \$74,212 grant to fund building façade improvements to the site. As part of the applicant's plans one of the building is planned to be removed and the other three improved with significant exterior work that will include new storefront, siding and roofing materials. The T-111 siding and residential style windows will be

replaced with hard coat stucco siding material and windows more typically found in commercial buildings. A new mansard roof will be added to the north building and painted in a unifying green color. The applicant estimates that the total cost for this portion of the project to be \$371,058 and is seeking funding for 20% of the cost. Staff had recommended that KURB only forward a recommendation to fund \$50,000 for the façade improvements based on the calculation that funding should be awarded on a ratio of \$25,000 per building and after completion of the project there will be only 2 buildings. In funding to the full amount requested by the applicant KURB reasoned that it would be consistent with the \$25,000 per building ratio since there would be 3 buildings remaining on the site when the applicant commenced the building improvements.

The City has granted a number of grant requests for streetscape improvement but has to date no track record for facade improvement grants. A quick review of selected other jurisdictions offers only limited guidance. Salem has a program for its historic district in the downtown portion of the city which is not really applicable in this case. Portland has a Storefront Improvement program that is remarkably similar to the current application. This program has proven to be very popular and has resulted in over 500 buildings being improved however it has a \$20,000 maximum grant.

At their May 24, 2006 meeting Keizer Urban Renewal Board's (KURB) voted unanimously to recommend to the Urban Renewal Agency approval of two Property Improvement Grants.

FISCAL IMPACT

The total of the grant requests by the Crestwood Properties is for \$158,470.

CONDITIONS

1. Approval includes a maximum 1 year completion period from the awarding of the grant, unless formally approved for an extension by KURB. Conditions may be placed on the approval and may include an agreement for maintenance. The maintenance agreement should include that the property owner should be responsible for the perpetual maintenance of the improvements funded by the grant. If an improvement is not maintained, the City may cause the maintenance to occur and bill the property owner, placing a lien on the property if necessary.
2. The applicant shall agree to grant the City a sidewalk access easement for any portion of the public sidewalk or plaza that is located on private property.
3. The property owner shall allow staff, prior to completion of project, to approve minor deviations from the plan, mutually agreed to between the property owner and City staff.
4. A maximum cap of \$84,258 of Urban Renewal Funding shall be allocated to the streetscape improvement project.

5. A maximum cap of \$74,212 of Urban Renewal Funding shall be allocated to the building facade improvement project.
6. Improvements funded by the KURB and Urban Renewal Agency shall be maintained in good order for a period of 5 years.
7. Applicant shall show evidence of insurance coverage for the grant funded improvements to not less than the value of the improvements.
8. Applicant shall obtain all necessary building permits
9. Applicant shall submit verification of expenses for work seeking reimbursement.
10. Reimbursement shall not exceed funded amount.
11. All contractors shall be licensed by the State of Oregon.
12. Project shall display signage indicating funded by Urban Renewal Agency.

RECOMMENDATION:

The agency authorize the expenditure of up to \$154,470 in urban renewal funds for sidewalk and building façade improvements, and direct staff to prepare all necessary easements and contracts.

Presented to the
Keizer Urban Renewal Board
May 24th, 2006

Keizer Plaza
4900 - 4940 River Road North
Keizer, Oregon 97303

Streetscape & Building Façade
Rehabilitation Plan

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I. Introduction

a. Company Description and Goals

The Company, Crestwood Properties, LLC, was formed by Richard M. Larson and Douglas E. Johanson to acquire, develop, rehabilitate and operate income properties. The goals of the Company are to identify commercial projects for development and rehabilitation to add-value, reposition and create income for the Company and its members. Our intent is to acquire, rehabilitate or develop one or more properties per year. We have acquired the Keizer Plaza in Keizer Oregon with the goal of completely rehabilitating this center including streetscape and building façade improvements.

b. Company Ownership and Legal Structure

The Company is owned by Richard M. Larson and Douglas E. Johanson. Mr. Larson is the Managing Member and shall manage the daily operations of the Company. Crestwood Properties, LLC, a Limited Liability Company was created in the State of Oregon. Oregon State Registry Number 327859-90, Federal Employer Identification Number 20-3948234. The principal place of business is 1847 E. Burnside Street, Suite B, Portland, Oregon 97214

c. Skills and Experience of the Company Owners

Richard M. Larson: Mr. Larson has nearly twenty years of construction and development experience in the western United States, including housing and commercial projects. He has owned, managed and maintained more than 1,500 multi-family units since 1992 and developed, constructed and rehabilitated more than 100 properties. He is well experienced with feasibility studies, land use planning, finance, construction and property management.

Douglas E. Johanson, CFA, Mr. Johanson is the chief investment officer for Vista Capital Partners. He has been managing individual and institutional portfolios for the past thirteen years. A Chartered Financial Analyst (CFA) charterholder, he earned his Bachelor of Science degree in Finance (magna cum laude) from the University of Oregon. He is a board member for CASA for Children and is past-President of the Portland Society of Financial Analysts.

II. City of Keizer

a. Community Development & Urban Renewal

The City of Keizer is currently experiencing a tremendous amount of new growth and construction activity. A large site near Interstate 5 and Lockhaven Road is currently under development as Keizer Station. This major retail center will be the home of Lowe's and many other national credit tenants. The City of Keizer is currently planning to construct new civic improvements including a New City Hall, Police Station and Sports Complex. The City of Keizer recently voted to extend its indebtedness for their Urban Renewal Districts. River Road North at the project site is within the urban renewal area boundaries of the Chemawa District. Nate Brown, the Director of Community Development along with Lore Christopher, the Mayor of Keizer indicated they are eager to consider grant programs to assist in the streetscape and façade improvements at this location. Mr. Larson has personally attended and met with representatives of the Keizer Community Development, Keizer City Council, River Road Renaissance Advisory Committee and the Keizer Urban Renewal Board.

b. River Road Renaissance Plan

The City of Keizer has developed a master plan and assessed needed improvements along River Road North in the area of the project site. These public works projects shall include street and boulevard improvements which will enhance an already vibrant area. Mr. Larson has personally attended the River Road Renaissance Advisory Committee meeting and they are eager to consider our rehabilitation plans. This program provides improvements in the right of way; these improvements are both needed and will add attractive street improvements to this area.

III. Keizer Plaza Rehabilitation Plan

a. Current Property Assessment

The property, Keizer Plaza, is located at 4900 – 4940 River Road North in Keizer Oregon and consists of one 55,400 square foot parcel. The parcel is served by two vehicular access points on River Road North and includes 53 parking spaces. There are four existing buildings situated on the site containing approximately 16,951 square feet of retail space. Currently the property is more than 50% vacant with the remaining space occupied by retail businesses. The property has been poorly maintained and is in need of rehabilitation as outlined below.

BUILDING 1 (4900-4904 River Road North)

This building is situated at the southwest corner of the parcel at the intersection of River Road North and James Street. This high visibility corner location is directly across James Street from the McDonald's Restaurant drive-through window and fronting River Road North. The building exterior currently has mansard roofs and T-1-11 siding. The existing siding materials can easily be covered with a new hard-coat stucco siding material. The existing panels do not need to be removed. The roof lines will be left in their current configurations and updated with new materials and finishes. The corner of the structure and its frontage along James Street has been ignored by previous owners. Our intent is to install storefronts and increase the retail center's identification for this elevation, which is visible from River Road and James Street.

BUILDING 2 (4906 – 4922 River Road North)

This building is situated along the eastern property line of the parcel facing River Road North. The building exterior currently has gable roof with overhangs and the siding is a combination of masonry and wood. The wood siding materials can be easily covered with the new siding materials. The existing wood siding does not need to be removed. The roof lines will be left in their current configurations and updated with new materials and finishes. Our intent is to install storefronts and increase the retail center's identification for this elevation, which is visible from River Road North. We intend to join this building with building 1 by constructing an addition and connecting the rooflines. This connection will eliminate the pedestrian access to the apartment building to the east of the project site. The current owner of the adjacent site has agreed to this modification. This addition will result in a net gain of 744 square feet to the retail center.

BUILDING 3 (4920 River Road North)

This building is located near the center of the parcel and fronts River Road North. This stand-alone, single tenant building has similar exterior finishes to building #2 and can be easily updated. However, our intent is to completely remove this building to enhance the visual aspects of the remaining buildings in the retail center and to alleviate the street crowding that currently exists. We are currently negotiating with the tenant to relocate them to another space within the retail center or have them vacate the retail center. The removal of this building would result in a net loss of 840 square feet to the retail center.

BUILDING 4 (4924 – 4940 River Road North)

This building is located along the northern property line of the parcel and has similar exterior finishes to building #1. This building is also a high visibility location directly across from the Safeway Food Store entrance and fronting River Road North. This building has similar exterior finishes to building #1 and can be easily updated. The roof lines will be modified to emulate the rooflines on building 1 to add a sense of balance to the retail center. The corner of the structure and its frontage along the Safeway entrance has been ignored by previous owners. Our intent is to install landscaping and trellis work to update this area of the retail center, which will improve visible aspects from River Road North.

b. Parking & Landscape Improvements

See Attached Cost Estimate. We intend to reconfigure the existing parking lot to accommodate new landscaping features. The reconfigured parking layout will increase the total number of available spaces and provide new parking to meet the Americans with Disabilities Act (ADA). The parking lot will be repaired, seal-coated, striped and marked. Landscape improvements will be added to enhance the visual aspects of the property, by adding depth and interest to the property. These improvements will include dedicated planting areas, groundcover and a variety of columnar trees. In addition to these improvements we are planning to install a barrier wall along the east property line to contain the visual aspects of the property's depth. This element will be connected to the east and north building and will prevent ingress and egress across the project site from the adjacent property. Near the public plaza described in the next section we intend to install a lighted monument sign to identify the current and future tenants of the retail center. Our intent is to standardize the signage for the monument and the individual tenant signage for the buildings by utilizing channel letters under our control.

c. Streetscape Improvements

See Attached Cost Estimate. The streetscape improvements are intended to increase pedestrian safety by relocating the public sidewalk away from the curb line on River Road North. The existing cubing shall remain in place and it may be necessary to construct the new public sidewalk partially on the project site with an appropriate easement for access and right of use. In addition we shall propose to include a small public plaza extending onto the project site including concrete or stone seating areas for pedestrians. The pedestrian sidewalk finishes will be consistent with the goals of the agency, including a stamped pattern and color staining. The new streetscape will include street trees and ground cover in planting wells along River Road North. Currently the south access driveway is in too close proximity to the south building, we intend to relocate the drive access to the north to provide better refuge for vehicles entering and exiting the property.

d. Building Façade Improvements

See Attached Cost Estimate. We intend to provide façade improvements including selected new storefronts, hard-coat stucco siding materials and roofing details to the existing buildings. The existing structure of the buildings will accommodate storefront additions without requiring substantial structural modifications. The existing wood panel siding materials can be left in place and modified to accommodate new stucco finishes. The existing pitched roofing can be modified, repaired and recoated to upgrade the appearance of the retail center. By rebuilding the north building's mansard roof to emulate the south building we will add balance to the property. We are proposing a lighted monument sign to be placed near the proposed public plaza. This group signage would be low-rise and lighted for nighttime viewing. The individual tenant signage shall be standardized to each tenant space using lighted channel letters. As the landlords of this center we intend to maintain control of the signage aspects to provide consistent appearances to the public.

IV. Financial Management

a. Source of Initial Equity

The Company has made capital contributions to meet the equity required for the acquisition of this property.

b. Rehabilitation Capital Sources

The company intends to provide the majority of the funds required to complete the rehabilitation effort described above. The Company also requests the financial participation of the Keizer Urban Renewal Agency to facilitate many of the Company's goals for this property.

V. Operations

a. Company & Project Administration

Mr. Larson shall manage all aspects of the daily operations of the Company including administration, recordkeeping, accounting, project planning, construction management, tenant relations and marketing efforts.

b. Company & Project Record Keeping

The Company records shall be maintained at the principal place of business. Mr. Larson shall oversee the maintenance of all Company records.

VI. Concluding Statements

The project site is located near the core of the City of Keizer, fronting River Road North near Chemawa Road this project site is a statement to the health of Keizer. Currently the property is in poor condition and several years of poor management and tenant relations have resulted in a high vacancy rate. Rehabilitating the property will dramatically change the character of this area and attract new retail businesses. Other nearby properties are upgrading or planning upgrades in the near future. We are interested in rehabilitating, operating and maintaining this property with no intent to sell upon completion.

We respectfully request the Keizer Urban Renewal Agency, its board, and the City of Keizer to participate financially in this project. After receiving positive encouragement from the Keizer Community Development Department, River Road Renaissance Advisory Committee and the Keizer Chamber of Commerce, we believe this project is exactly why the Urban renewal district was formed. This project is a great opportunity to improve the community through the use of Urban Renewal funds and will make a dramatic improvement to the City of Keizer. We submit our request to the Agency to approve our grant requests as described below.

Grant Request #1: Streetscape Improvements: to provide a grant to fund for 100% of the streetscape improvements including removal and relocation of pedestrian sidewalks, street trees and other plantings, a small public plaza located on the project site. The estimate for the total cost of these improvements is \$84,258. We are requesting a grant in the amount of \$84,258.

Grant Request #2: Building Façade Improvements: to provide a grant to fund 20% of the building façade improvements including new storefront systems, siding and roofing materials and parking and landscape improvements. The estimate for the total cost of these improvements is \$371,058. We are requesting a grant in the amount of \$74,212.

Finally, we believe this project is the best example of how and where to use Urban Renewal Funding. Our plan benefits the property and businesses and delivers a tremendous upgrade to the City of Keizer. We cannot identify another property more visible or deserving of public assistance than this property. Your consideration is appreciated; thank you in advance for your efforts.

REHABILITATION BUDGET KEIZER PLAZA

Crestwood Properties, LLC
1847 E. Burnside Street, Suite B
Portland, OR 97214
503-235-4211

PROJECT: Keizer Plaza Rehabilitation
LOCATION: 4900 River Road North, Keizer, Oregon 97303
ARCH: Young & Weiprecht
DATE: 5/22/2006
CONTACT: Richard Larson
TELE: 503-235-4211

DIVISION	DESCRIPTION	MATERIAL	LABOR	SUBCONTRACTORS	TOTAL
	GENERAL CONDITIONS	\$9,925	\$5,675	\$3,550	\$19,150
2050	DEMOLITION	\$675	\$9,000	\$2,000	\$11,675
2200	EARTHWORK	\$0	\$0	\$5,000	\$5,000
2500	SITE DRAINAGE	\$1,500	\$3,000	\$0	\$4,500
2630	A.C. PAVING	\$0	\$0	\$66,550	\$66,550
2650	STRIPING	\$0	\$0	\$1,175	\$1,175
2660	EXTRUDED CURB	\$0	\$0	\$3,300	\$3,300
2700	MASONRY WALL	\$0	\$0	\$31,700	\$31,700
2800	LANDSCAPE	\$4,000	\$0	\$5,500	\$9,500
2850	IRRIGATION	\$0	\$0	\$7,500	\$7,500
5300	OPEN WEB JOISTS	\$6,500	\$8,000	\$0	\$14,500
5300	METAL DECK	\$4,300	\$6,000	\$0	\$10,300
6100	ROUGH CARPENTRY	\$5,200	\$8,400	\$0	\$13,600
6120	TRUSSES	\$6,000	\$11,000	\$0	\$17,000
7200	INSULATION	\$500	\$800	\$0	\$1,300
7300	ROOFING	\$0	\$0	\$45,000	\$45,000
7600	SHEET METAL	\$500	\$500	\$0	\$1,000
7900	CAULKING	\$500	\$750	\$0	\$1,250
9200	DRYWALL	\$4,840	\$4,840	\$0	\$9,680
9700	RESILIENT FLOORING / BASE	\$11,520	\$4,800	\$0	\$16,320
15300	PLUMBING	\$0	\$0	\$7,900	\$7,900
15900	HVAC	\$0	\$0	\$21,000	\$21,000
16000	ELECTRICAL	\$1,600	\$0	\$12,700	\$14,300
	STREETScape IMPROVEMENTS	\$84,258	\$0	\$0	\$84,258
	BUILDING FAÇADE IMPROVEMENTS	\$149,100	\$212,758	\$9,200	\$371,058
CATEGORY TOTALS		\$290,918	\$275,523	\$222,075	\$788,516
SUBTOTAL					\$788,516
CONTINGENCY					\$49,758
BUDGET TOTAL					\$838,274

PROJECT: Keizer Plaza Rehabilitation
LOCATION: 4900 River Road North, Keizer, Oregon 97303
ARCH: Young & Weiprecht
DATE: 5/22/2006
CONTACT: Richard Larson

GENERAL CONDITIONS

LABOR RATE \$/HR

45.00

DESCRIPTION	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
PROJECT MANAGER	0	HRS	\$0	\$45	0.00	\$0	\$0	\$0	\$0
ADMINISTRATION	0	HRS	\$0	\$55	0.00	\$0	\$0	\$0	\$0
PROJECT SUPERINTENDENT 35%	0	WKS	\$0	\$500	0.00	\$0	\$0	\$0	\$0
ARCHITECT & ENGINEER	0	\$	\$0	\$0	0.00	\$0	\$0	\$0	\$0
PERMIT ALLOWANCE	0	\$	\$0	\$0	0.00	\$0	\$0	\$0	\$0
INSURANCE (.3% OF TOTAL)	0	M	\$0	\$0	0.00	\$0	\$0	\$0	\$0
PROJECT SIGN	0	EA	\$0	\$0	0.00	\$0	\$0	\$0	\$0
BARRICADES	200	LF	\$1	\$3	13.33	\$200	\$600	\$0	\$800
TEMP. ELECTRIC HOOK-UP	0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
TEMP. LIGHTING	0	LS	\$0	\$0	0.00	\$0	\$0	\$0	\$0
CELLULAR TELEPHONES	0	LS	\$0	\$0	0.00	\$0	\$0	\$0	\$0
TEMP. HEAT	0	LS	\$0	\$0	0.00	\$0	\$0	\$0	\$0
TEMP. WATER	0	LS	\$0	\$0	0.00	\$0	\$0	\$0	\$0
TEMP. TOILETS	8	MO	\$0	\$0	0.00	\$0	\$0	\$1,200	\$1,200
SAFETY	1	LS	\$300	\$0	0.00	\$300	\$0	\$0	\$300
SMALL TOOLS (2% OF TOTAL)	500	M	\$70	\$0	0.00	\$700	\$0	\$0	\$700
MAN LIFT	6	WK	\$350	\$0	0.00	\$2,100	\$0	\$0	\$2,100
EROSION CONTROL MEASURES	0	WK	\$0	\$0	0.00	\$0	\$0	\$0	\$0
WEATHER PROTECTION	6	WK	\$75	\$75	10.00	\$450	\$450	\$0	\$900
DUST CONTROL MEASURES	60	DAY	\$15	\$25	33.33	\$900	\$1,500	\$0	\$2,400
TRUCK	40	WKS	\$100	\$0	0.00	\$4,000	\$0	\$0	\$4,000
HAULING	10	EA	\$25	\$275	61.11	\$250	\$2,750	\$0	\$3,000
PROGRESSIVE CLEANUP	3	EA	\$50	\$125	8.33	\$150	\$375	\$0	\$525
FINAL CLEANUP	1	LS	\$0	\$0	0.00	\$0	\$0	\$1,450	\$1,450
GLASS CLEANING	1	LS	\$0	\$0	0.00	\$0	\$0	\$900	\$900
DRAWINGS	25	SET	\$35	\$0	0.00	\$875	\$0	\$0	\$875
TESTING	0	LS	\$0	\$0	0.00	\$0	\$0	\$0	\$0
OFFICE OVERHEAD	0	MO	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						\$9,925	\$5,675	\$3,550	\$19,150

2050	DEMOLITION	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
	structural & concrete	45	MD	\$15	\$200	200.00	\$675	\$9,000	\$0	\$9,675
	disposal	5	EA	\$0	\$0	0.00	\$0	\$0	\$2,000	\$2,000
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						200.00	\$675	\$9,000	\$2,000	\$11,675
2200	EARTHWORK	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
	excavation	1	LS	\$0	\$0	0.00	\$0	\$0	\$3,000	\$3,000
	disposal	0	SF	\$0	\$0	0.00	\$0	\$0	\$2,000	\$2,000
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$5,000	\$5,000
2500	SITE DRAINAGE	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
	drywell replacement	1	LS	\$1,500	\$3,000	66.67	\$1,500	\$3,000	\$0	\$4,500
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						66.67	\$1,500	\$3,000	\$0	\$4,500
2630	A.C. PAVING	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
	asphalt repair	25000	SF	\$0	\$0	0.00	\$0	\$0	\$43,750	\$43,750
	seal coat	38000	SF	\$0	\$0	0.00	\$0	\$0	\$22,800	\$22,800
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$66,550	\$66,550
2650	STRIPING	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
	parking & isles	1	LS	\$0	\$0	0.00	\$0	\$0	\$1,175	\$1,175
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$1,175	\$1,175

2660	EXTRUDED CURB curbing	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		600	LF	\$0	\$0	0.00	\$0	\$0	\$3,300	\$3,300
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$3,300	\$3,300
2700	MASONRY WALL property separation wall	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		317	LF	\$0	\$0	0.00	\$0	\$0	\$31,700	\$31,700
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$31,700	\$31,700
2800	LANDSCAPE plantings	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$4,000	\$0	0.00	\$4,000	\$0	\$5,500	\$9,500
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$4,000	\$0	\$5,500	\$9,500
2850	IRRIGATION system	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$0	\$0	0.00	\$0	\$0	\$7,500	\$7,500
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$7,500	\$7,500
5300	OPEN WEB JOISTS roof reline	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$6,500	\$8,000	177.78	\$6,500	\$8,000	\$0	\$14,500
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						177.78	\$6,500	\$8,000	\$0	\$14,500
5300	METAL DECK roof deck	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$4,300	\$6,000	133.33	\$4,300	\$6,000	\$0	\$10,300
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						133.33	\$4,300	\$6,000	\$0	\$10,300
6100	ROUGH CARPENTRY framing decks	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$2,200	\$3,400	75.56	\$2,200	\$3,400	\$0	\$5,600
		1	LS	\$3,000	\$5,000	111.11	\$3,000	\$5,000	\$0	\$8,000
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						186.67	\$5,200	\$8,400	\$0	\$13,600
6120	TRUSSES pre-manufactured	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$6,000	\$11,000	244.44	\$6,000	\$11,000	\$0	\$17,000
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						244.44	\$6,000	\$11,000	\$0	\$17,000
7200	INSULATION misc.	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$500	\$800	17.78	\$500	\$800	\$0	\$1,300
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						17.78	\$500	\$800	\$0	\$1,300
7300	ROOFING cap sheets	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		10488	SF	\$0	\$0	0.00	\$0	\$0	\$45,000	\$45,000
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						0.00	\$0	\$0	\$45,000	\$45,000
7600	SHEET METAL flashings, etc.	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL
		1	LS	\$500	\$500	11.11	\$500	\$500	\$0	\$1,000
		0	LF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0
						11.11	\$500	\$500	\$0	\$1,000

7900	CAULKING sealing	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		1	LS	\$500	\$750	16.67	\$500	\$750	\$0	\$1,250	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						16.67	\$500	\$750	\$0	\$1,250	
9200	DRYWALL misc.	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		4840	WA	\$1	\$1	107.56	\$4,840	\$4,840	\$0	\$9,680	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						107.56	\$4,840	\$4,840	\$0	\$9,680	
9700	RESILIENT FLOORING / BASE carpet & vinyl	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		960	SY	\$12	\$5	106.67	\$11,520	\$4,800	\$0	\$16,320	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						106.67	\$11,520	\$4,800	\$0	\$16,320	
15300	PLUMBING service & distribution	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		1	LS	\$0	\$0	0.00	\$0	\$0	\$7,900	\$7,900	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						0.00	\$0	\$0	\$7,900	\$7,900	
15900	HVAC systems	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		1	LS	\$0	\$0	0.00	\$0	\$0	\$21,000	\$21,000	
		0	EA	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						0.00	\$0	\$0	\$21,000	\$21,000	
16000	ELECTRICAL service & distribution exterior fixtures	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
		1	LS	\$0	\$0	0.00	\$0	\$0	\$12,700	\$12,700	
		8	EA	\$200	\$0	0.00	\$1,600	\$0	\$0	\$1,600	
		0	SF	\$0	\$0	0.00	\$0	\$0	\$0	\$0	
						0.00	\$1,600	\$0	\$12,700	\$14,300	
	STREETSCAPE IMPROVEMENTS	QUAN.	UNITS	U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
GELCO	erosion control	1	LS	\$665.00	\$0.00	0.00	\$665	\$0	\$0	\$665	
GELCO	traffic control	1	LS	\$4,400.00	\$0.00	0.00	\$4,400	\$0	\$0	\$4,400	
GELCO	remove existing sidewalk	1200	SF	\$3.75	\$0.00	0.00	\$4,500	\$0	\$0	\$4,500	
GELCO	asphalt removal	3000	SF	\$2.85	\$0.00	0.00	\$8,550	\$0	\$0	\$8,550	
GELCO	remove existing curb	100	LF	\$17.25	\$0.00	0.00	\$1,725	\$0	\$0	\$1,725	
GELCO	asphalt	5	TON	\$840.00	\$0.00	0.00	\$4,200	\$0	\$0	\$4,200	
GELCO	fill	235	TON	\$32.50	\$0.00	0.00	\$7,638	\$0	\$0	\$7,638	
GELCO	sawcutting	380	LF	\$3.50	\$0.00	0.00	\$1,330	\$0	\$0	\$1,330	
GELCO	new sidewalk (not stamped)	1500	SF	\$5.60	\$0.00	0.00	\$8,400	\$0	\$0	\$8,400	
GELCO	new sidewalk (stamped)	1000	SF	\$8.90	\$0.00	0.00	\$8,900	\$0	\$0	\$8,900	
GELCO	type "A" curb	100	LF	\$36.00	\$0.00	0.00	\$3,600	\$0	\$0	\$3,600	
GELCO	type "C" curb	100	LF	\$29.00	\$0.00	0.00	\$2,900	\$0	\$0	\$2,900	
GELCO	restoration & cleanup	1	LS	\$1,150.00	\$0.00	0.00	\$1,150	\$0	\$0	\$1,150	
	design & permitting	1	LS	\$8,000.00	\$0.00	0.00	\$8,000	\$0	\$0	\$8,000	
	stone benches	2	EA	\$2,100.00	\$0.00	0.00	\$4,200	\$0	\$0	\$4,200	
	irrigation system	1	LS	\$2,500.00	\$0.00	0.00	\$2,500	\$0	\$0	\$2,500	
	street trees	9	EA	\$275.00	\$0.00	0.00	\$2,475	\$0	\$0	\$2,475	
	plantings & ground cover	95	EA	\$75.00	\$0.00	0.00	\$7,125	\$0	\$0	\$7,125	
	soil & miscellaneous	1	LS	\$2,000.00	\$0.00	0.00	\$2,000	\$0	\$0	\$2,000	
							\$ -	\$ 84,258	\$ -	\$ -	\$ 84,258
	BUILDING FAÇADE IMPROVEMENTS	QUAN.	UNITS	MAT. U/P	LAB. U/P	LAB. HR.	MAT.	LABOR	SUB	TOTAL	
	storefront systems	3430	SF	\$18.00	\$11.00	838.44	\$61,740	\$37,730	\$0	\$99,470	
	roof modifications	17000	SF	\$1.00	\$3.00	1133.33	\$17,000	\$51,000	\$0	\$68,000	
	stucco siding materials	8220	SF	\$6.00	\$12.00	2192.00	\$49,320	\$98,640	\$0	\$147,960	
	gutters & spouts	840	LF	\$1.50	\$2.70	50.40	\$1,260	\$2,268	\$0	\$3,528	
	signage	1	LS	\$4,000.00	\$0.00	0.00	\$4,000	\$0	\$5,200	\$9,200	
	exterior lighting	1	LS	\$2,600.00	\$0.00	0.00	\$2,600	\$0	\$4,000	\$6,600	
	exterior painting	9220	WA	\$1.00	\$2.00	409.78	\$9,220	\$18,440	\$0	\$27,660	
	awnings	9	EA	\$440.00	\$520.00	104.00	\$3,960	\$4,680	\$0	\$8,640	
							\$ 4,728	\$ 149,100	\$ 212,758	\$ 9,200	\$ 371,058

GELCO CONSTRUCTION

May 23, 2008

Richard M. Larson
1847 E. Burnside, Suite B
Office: 503-235-4211
Fax: 503-238-4702

RE: Keizer Plaza

On this date, we respectfully submit our quotation as follows for the above referenced project.

River road sidewalk – Keizer Plaza per attached unit prices Unit Price = \$57,957.50

Clarifications:

1. Add 1.5% if bonding is required.
2. Concrete mix design included in 3,000 PSI concrete
3. Excavation material disposal not included in bid.
4. One mobilization per concrete item only. Additional mobilizations will be \$500.00 each.
5. Private wage scale included.
6. Proposal is based on mutually agreeable contract, work schedule, and pay schedule.
7. Permits, fees, licenses, surveying, layout, or testing provided by others.
8. This is a unit price bid. Quantities are approximate.
9. Traffic control is included for Gelco Construction scope only.
10. Protection of poured concrete is not included.
11. This bid is subject to revision unless accepted within 30 days of the date of issue.
12. All concrete to be poured from mixer truck, if pump is required, it is to be supplied by others.
13. Final payment (including retainage) shall be made within a reasonable time, no later than four months after the completion.
14. This is a dry weather bid.
15. This bid excludes all Permits, Fees or License required to construct the project.
16. Concrete Testing is excluded.
17. Compaction Testing/Sieve Analysis of base rock and native embankment materials are included.
18. Striping is not included in bid.

Thank you for the opportunity,



Matt Hewitt
Gelco Construction

GELCO CONSTRUCTION
IB551

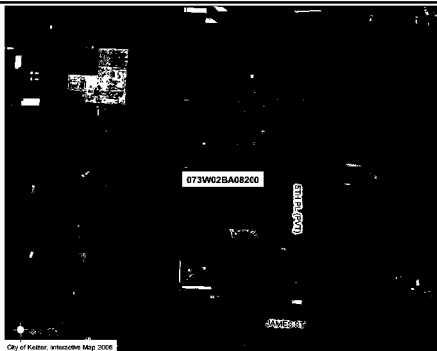
B I D F O R M C A L L - O U T S H E E T

ESTIMATE : MH06- 21 KEIZER PLAZA
ALTERNATE :

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	EXTENSION
1	EROSION AND POLLUTION CONTROL	1.00	LS	665.00	665.00
2	TRAFFIC CONTROL	1.00	LS	4,400.00	4,400.00
3	REMOVE EXISTING SIDE WALK	1,200.00	SF	3.75	4,500.00
4	ASPHALT REMOVAL	3,000.00	SF	2.85	8,550.00
5	REMOVAL OF EXISTING CURB	100.00	LF	17.25	1,725.00
6	ASPHALT	5.00	TON	840.00	4,200.00
7	FILL	235.00	TON	32.50	7,637.50
8	SAWCUTTING	380.00	LF	3.50	1,330.00
9	NEW SIDEWALK (NOT STAMPED)	1,500.00	SF	5.60	8,400.00
10	NEW SIDEWALK (STAMPED)	1,000.00	SF	8.90	8,900.00
11	TYPE "A" CURB	100.00	LF	36.00	3,600.00
12	TYPE "C" CURB	100.00	LF	29.00	2,900.00
13	RESTORATION AND CLEAN-UP	1.00	LS	1,150.00	1,150.00
BID TOTAL :					57,957.50

Map Legend:

Zoning			
AI-Agricultural Industrial	RL-Limited Density Res	Willamette Greenway	Teddotz
CG-Commercial General	RM-Medium Density Res	Keizer Station Center	Keizer City Limits
CM-Commercial Mixed Use	RS-Res Single Family	Chemawa Restriction	Air Photos
CO-Commercial Office	UT-Urban Transition	Odor-Noise Overlay	Urban Growth Boundary
CR-Commercial Retail	Limited Use	Highways-Major Roads	
IBP-Industrial Business Park		Water Bodies	
IG-Industrial General			
MU-Mixed Use			
P-Public			



City of Keizer, Interactive Map 2006

The City of Keizer does not warrant the accuracy, reliability or timeliness of any information provided. Any person or entity who relies on information obtained from this real property query does so at his or her own risk.



MINUTES
KEIZER URBAN RENEWAL AGENCY
Monday, April 3, 2006
Keizer City Hall
Robert L. Simon Council Chambers
Keizer, Oregon

CALL TO ORDER

Chair Christopher called the session to order at 6:35 p.m. Roll Call was taken as follows:

Present:

Lore Christopher, Chair
Richard Walsh
Troy Nichols
Jim Taylor
Charles E. Lee
David McKane

Absent:

Jacque Moir
A.J. Perez

Staff:

Chris Eppley, City Manager
Tracy Davis, City Recorder

PUBLIC TESTIMONY

None

PUBLIC HEARING

None

**ADMINISTRATIVE
ACTION**

**a. Property
Improvement
Grant for 4998
River Road**

Community Development Director Nate Brown explained the variance request and mitigation and the partnership to widen sidewalks and create a wall forming a tie-in with the focal point and a planting strip. KURB has unanimously supported the 50% participation. He explained the cost breakdown and pointed out that city share would be \$11,125. Discussion followed regarding sidewalk improvements, timing and matching the focal point.

Agent Walsh moved for approval of the property improvement grant for 4998 River Road North as specified in the conditions and outlined in the staff report and authorize the expenditure of up to \$15,000 in Urban Renewal Funds for sidewalk improvements in front of Shari's Restaurant and direct staff to prepare all necessary easements and contracts and address the possibility of continuing improvements around the corner. Agent Lee seconded. Motion passed as follows:

AYES: Christopher, Walsh, Nichols, Lee, McKane and Taylor (6)

NAYS: None (0)

ABSTENTIONS: None (0)

ABSENT: Moir (1)

**CONSENT
CALENDAR**

a. Approval of March 20, 2006 Agency Minutes

Agent Walsh moved for approval of the March 20, 2006 Minutes. Agent Lee seconded. Motion passed as follows:

AYES: Walsh, Nichols, Lee, McKane and Taylor (5)

NAYS: None (0)

ABSTENTIONS: Christopher (1)

ABSENT: Moir (1)

OTHER BUSINESS

None

ADJOURNMENT

The meeting was adjourned at 6:53 p.m.

APPROVED:

Debbie Lockhart, Deputy City Recorder

Lore Christopher, Chair

AGENCY MEMBERS

David McKane

Charles E. Lee

Jim Taylor

~ Absent ~
Jacque Moir

Troy Nichols

Richard Walsh

Minutes approved:

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

AGENDA

KEIZER CITY COUNCIL

REGULAR SESSION

Monday, June 5, 2006

7:00 p.m.

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

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. PUBLIC TESTIMONY

This time is provided for citizens to address the Council on any matters other than those on the agenda scheduled for public hearing.

5. PUBLIC HEARINGS

a. Keizer Development Code Text Amendments

6. ADMINISTRATIVE ACTION

a. RESOLUTION – Authorization for Transportation Enhancement Grant Request

7. CONSENT CALENDAR

a. RESOLUTION – Authorizing the City Manager to Sign Keizer Police Association Agreement

8. COMMITTTEE REPORTS

a. Report by City of Salem Staff on Salem/Keizer Housing Consortium

9. **OTHER BUSINESS**

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

- a. New Business or Old Business Issues

10. **WRITTEN COMMUNICATIONS**

To inform the Council of significant written communications.

11. **AGENDA INPUT**

June 12, 2006

5:30 p.m. City Council Work Session

June 19, 2006

6:30 p.m. Urban Renewal Agency

- 2006-2007 URA Budget Public Hearing and Adoption

7:00 p.m. City Council Regular Session

- 2006-2007 City of Keizer Budget Public Hearing and Adoption
- Public Hearing – Water Rate Fee Increase
- Mario's Bar Liquor License Application
- Cost Plus World Market Liquor License Application

July 3, 2006

7:00 p.m. City Council Regular Session

12. **ADJOURNMENT**



COUNCIL MEETING: _____
AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

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

FROM: SAM LITKE, SENIOR PLANNER

SUBJECT: KEIZER DEVELOPMENT CODE TEXT AMENDMENTS

BACKGROUND:

On May 9, 2006, the Planning Commission unanimously supported the proposed text amendments to four sections of the zone code. The intent of the proposed revisions is to clarify the code whenever it may be obtuse in its understanding to make it more user – friendly and to remove ambiguities. The four sections are: Section 2.303 (Off-Street Parking and Loading), Section 2.309 (Site and Landscaping Design), Section 2.312 (Yard and Lot Standards), and Section 3.111 (Text Amendments).

ISSUE:

A. *2.303 (Off-Street Parking and Loading)* contains a number of revisions. To better analyze the city's code other jurisdictions, and the state's model parking code was reviewed. In addition comments from the Department of Land Conservation and Development were considered.

2.303.03 the significant revision is to allow the Zoning Administrator to make adjustment to off-street parking requirements based on parking demand analysis prepared by applicant.

2.303.04 requires that is off-street parking is to be provided on another property that a parking agreement is recorded. Also, this section includes language deleted from the section governing Yard and Lot Standards. No changes are proposed to the language within this section.

2.303.05 contains minor language clarification.

2.303.04 contains a number of revisions to the parking requirement matrix. In an attempt to be consistent with the State Transportation Planning Rule which seeks for cities within a Metropolitan Planning Organization which includes Keizer to reduce parking spaces per capita over a 20 year planning period a number of revisions are proposed. These include: reducing the required number of parking spaces for single family development from 3 to 2 spaces; slight increase in a number of office uses; and in a number of industrial uses. It was noted that the category of general office was inadvertently omitted during review and is included and is highlighted in blue.

Eating and dining uses will be allowed greater parking after using calculation in the state model code. A number of new categories as included in an attempt to more realistically cover a wider range of uses. The changes in the parking reduction subsection are primarily meant for clarification.

2.303.08 contains the requirements for bicycle parking and includes only minor changes primarily to include multi-family apartment and that bicycle parking be located slightly closer to the building entrance.

2.303.11 contains minor changes to the parking and loading area development requirements primarily to reduce confusion.

- B. 2.309 (*Site and Landscaping Design*) includes grammatical changes and revisions to be consistent with other applicable sections of code.

Section 2.309.01 is rewritten to be clearer and eliminate vague language.

2.309.02 Significant change will be to require a landscaping plan as part of the interior remodel as specified in Section 2.315.

2.309.03 eliminates subsections A – E and replaces it with language that specifies that the minimum area for landscaping shall be as is required within the applicable zone district that the property is located. This is not to eliminate landscaping but rather to reduce redundancy since each zone already has an identified minimum requirement for landscaping. Also, clarifies that expansions are limited to building additions and do not include phased construction within a large development.

2.309.04 Requires that a mixture of landscaping elements to avoid having only one type of landscaping be included. Landscaping will also need be designed, planted, and maintained in accordance with professional landscaping standards. This is not intended to mean that a professional landscaper must do the work, but rather that it be done in such a manner to ensure the survivability of the plants. The definition of a “significant tree” has been modified to include trees having a height more than 50 feet and/or having a trunk with a diameter of 12 inches at breast height (5 feet above ground level). Current code language is 12 inches at ground level. The measurement of a tree at breast height is a more universal measurement. The effect of this change would reduce the number of trees that would qualify as a significant tree. Other changes within this section include increasing the size for replacement trees from 1¼ inches to 2 inches; and to increase the time period for the City to require the replacement of the removal of any significant trees from one to two years so as to minimize the removal of significant trees lots prior to any development.

2.309.05 combines the screening and buffering provisions to minimize confusion over when screening is needed and when buffering is required. According to the code screening is primarily aimed to reduce visual impacts between two different uses while buffering can include impacts other than visual. Sub-section 3(a) will prohibit

chain link fences with vinyl slats and buffering and specifies that fence shall be maintained in a safe and attractive manner.

2.309.06 includes revisions to be consistent with revision in other sections.

C. *Section 2.312 (Yard and Lot Standards)* includes code clarification changes primarily to building projections, vision clearance, and standards for fences.

2.312.02 updates language regarding “mobile home” with “manufactured dwelling” and deletes language determined to be unnecessary.

2.312.03 contains ties-in to planned unit development.

2.312.04 contains minor clarifications regarding special street setbacks.

2.312.05 is moved into Section 2.303 (Off Street Parking) as it is more appropriate in this section than in this section. No other changes to the text language.

2.312.06, .07 and .08 contain front, side, and rear building projection requirements and have been rewritten to have uniformity in the three sections. These sections specify what type of building features may encroach into a building setback area and how far they may encroach. The existing code used in consistent language and this change will allow it to read clearer.

2.312.09 allows the Keizer Traffic Engineer to allow other alternatives to the provisions outlined within this section and to compress several sub-sections into one sub-section for better clarity.

2.312.10 contains the provisions on fences, walls and hedges. The significant modifications include the removal of the provision regarding the fencing of swimming pools since this requirement is governed by state building codes; and, to expand the prohibited list of fence materials to include wooden pallets, tarps, corrugated metal.

D. *Section 3.111 (Text Amendments)* includes changes in Section 3.111.03 to allow staff to initiate the text amendment process so as to be consistent with Section 3.101.04 which allows staff to initiate a text amendment.

3.111.04 narrows the review criteria that is used in legislative amendments. In particular, the criteria found within 3.111.04.A is almost never applicable during the review of code amendments as it is more germane to map amendments.

RECOMMENDATION:

Direct staff to prepare an ordinance with findings to adopt the proposed revisions to zone code regulations.

2.303 OFF-STREET PARKING AND LOADING

2.303.01 Purpose

The purpose of this Section is to provide adequate areas for the parking, maneuvering, loading and unloading of vehicles for all land uses in the City of Keizer. (5/98)

2.303.02 Scope

The provisions of this Section shall apply to the following types of development: (5/98)

- A. New Building. Any new building or structure erected after the effective date of this Ordinance. (5/98)
- B. Expansion. The construction or provision of additional floor area, seating capacity, or other expansion of an existing building or structure. (5/98)
- C. Change in Use. A change in the use of a building or structure which would require additional parking spaces or off-street loading areas under the provisions of this Section. (5/98)

2.303.03 General Provisions Off-Street Parking and Loading

- A. Owner Responsibility. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall be conditional upon the unqualified continuance and availability of the amount of parking and loading space required by this Ordinance. (5/98)
- B. Additional Parking Required Prior to Occupancy. Should the owner or occupant of any lot or building change the use to which the lot or building is used, thereby increasing off-street parking and loading requirements, it shall be unlawful and a violation of this ordinance to begin or maintain such altered use until such time as the increased off-street parking and loading requirements are observed. (5/98)
- C. Interpretation by Administrator. Requirements for types of buildings and uses not specifically listed herein shall be determined by the Zoning Administrator based upon the requirements of comparable uses listed and expectations of parking and loading need. The Zoning Administrator shall

have the authority to make adjustments based on parking demand analysis prepared by an applicant. (5/98)

- D. Combined Uses. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed separately, unless a reduction is approved for shared parking pursuant to Subsection 2.303.05. (5/98)
- E. Use of Parking Spaces. Required parking spaces shall be available for the parking of operable passenger automobiles of residents, customers, patrons or employees only, and shall not be used for storage of vehicles or materials including solid waste collection containers. Garages for single family and duplex dwelling units shall not be counted in determining required parking spaces. (5/98)

2.303.04 Location and Use Provisions

Off-street parking and loading areas shall be provided on the same lot with the main building or structure or use except that: (5/98)

- A. Residential Zone. In any residential zone, automobile parking areas may be located on another lot if the lot is within 200 feet of the lot containing the main building, structure or use and a parking agreement is recorded; (5/98)
- B. Non-residential Zone. In any non-residential zone, the parking area may be located off the site of the use if it is within 500 feet of such site and a parking agreement is recorded. (5/98)
- C. Accessory Parking Use, Non-residential. Parking of vehicles in a structure, or outdoors, is a permitted accessory or secondary use in non-residential zones. (5/98)
- D. Accessory Parking Use, Residential. Parking of vehicles in a structure or outdoors is a permitted accessory use in conjunction with a dwelling in any zone provided: (5/98)
 - 1. All of the vehicles are owned by the owner or lessee of the lot. (5/98)
 - 2. Vehicles parked outdoors in a residential zone may be parked in a space within the front yard meeting the requirements for required parking in this Section. In the RS zone no more than four total vehicles shall be parked outdoors on a property. (5/98)
 - 3. Vehicles parked on a lot in a residential zone shall be for the personal use of the occupants of the dwelling. One vehicle used in conjunction

with a home occupation or other employment may be parked on the lot provided that in the RS, RL, RM, RH, RC and MU zones the vehicle shall be parked in an enclosed structure if it is rated at more than 1 ton capacity. (5/98)

- E. Yard Parking Restrictions. Exclusive of driveways, no parking vehicles, trailers, boats, or recreational vehicles shall be allowed placed within the required front yard area or yards located adjacent to a street. The side yard and rear yard areas may be used for parking of vehicles, boats, trailers, or recreational vehicles unless otherwise prohibited by this Ordinance. (5/98)
- F. Storage Restrictions. The yard areas adjacent to a street, other than driveways, shall not be used for the permanent storage of utility trailers, house or vacation trailers, boats, or other similar vehicles, unless the storage area is screened by a six foot sight-obscuring fence, wall, or hedge. The fence, wall, or hedge shall comply with the provisions regarding the location for fences and maintaining a vision clearance area. (5/98)

2.303.05 Joint Use

Parking area may be used for a loading area during those times when the parking area is not needed or used. Parking areas may be shared subject to Zoning Administrator's approval for commercial and industrial uses where hours of operation or use are staggered such that peak demand periods do not occur simultaneously. Such joint use shall not be approved unless satisfactory legal evidence is presented which demonstrates the access and parking rights of parties. (5/98)

2.303.06 Off-Street Automobile Parking Requirements

Off-street parking shall be provided in the amount not less than listed below. (5/98)

A. Parking Requirements

LAND USE ACTIVITY	SPACES	HOW MEASURED*
Single Family and Duplex	2 + 4	2 per dwelling unit on-site and 4 per dwelling unit provided either on-site or on-street within 200 feet of the property or in a parking lot or bay within 200 feet of the property. (See Illustrations below)
All other dwelling types	2	Per dwelling unit
Hotel, motel	1	Per guest room

Club, lodge		Combination of heaviest uses being conducted: hotel, restaurant, etc.
Hospital,	1	Per 2 beds
Nursing home, convalescent home	1	Per 3 beds
Health service, medical or doctor's office	1	Per 350 square feet
House of worship, auditorium, stadium, theater	1	Per 4 seats or every 8 feet of bench length
Elementary, middle school	2 + 1	Per classroom + per 350 sq ft of administrative office
High school	1 + 1 + 1	Per classroom + per 10 students + per 350 sq ft of administrative office
Bowling alley, skating rink, community center, recreation facility	1	Per 200 square feet
Golf course	4	Per green
Theater for movies or plays	1	Per 3 seats
Tennis courts, racquetball courts	2	Per court
Retail store	1	Per 300 square feet
Service repair center; retail store handling bulky merchandise (e.g. furniture, home furnishing, major equipment)	1	Per 900 square feet
Bank, ,	1	Per 250 square feet
Office used for real estate, lawyer, insurance, brokers,	1	Per 300 500 square feet
<u>General Office</u>	<u>1</u>	<u>Per 300 square feet</u>
Eating and drinking establishment	1	Per <u>125</u> square feet
Wholesale establishment	1 + 4	Per 1,000 square feet + Per 700 square feet of retail 2,000 sq ft

Government offices open to the general public	1	Per 500 square feet
Industrial, manufacturing, processing (0 - 24,999 sf)	1	Per 700 <u>1,000</u> square feet
Industrial, manufacturing, processing (25,000 - 49,999 sf)	1	Per 800 <u>1,000</u> square feet
Industrial, manufacturing, processing (50,000 - 79,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (80,000 - 199,999 sf)	1	Per 2,000 square feet
Industrial, manufacturing, processing (200,000 sf and over)	1	Per 3,000 square feet
Warehousing and storage terminals 0 - 49,999 sf	1	Per 2,000 square feet
Warehousing and storage terminals 50,000 sf and over	1	Per 5,000 square feet

*Square footage = Gross floor area. (5/98)

B. Parking Reduction

The number of minimum required parking spaces may be reduced by up to 10% if transit related amenities such as ~~if a portion of the site is developed for transit related uses that such amenities as~~ transit stops, pull-outs, shelters, park and ride lots, transit oriented developments w and is when ~~when~~ abutting a street with transit service are provided. (5/98)

C. Parking Increase

The number of minimum required parking spaces shall not be increased by more than 50%. (5/98)

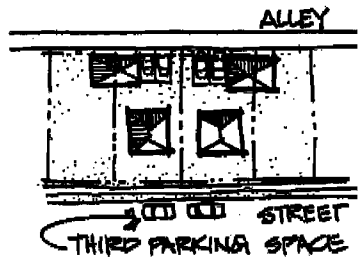


FIGURE 168110 AH 459
3.210.03 P – 3rd Parking Space
on Alley

2.303.07 Standards for Disabled Person Parking Spaces

Disabled Person Parking Spaces shall comply with the requirements of the Uniform Building Code and ODOT standards. (5/98)

2.303.08 Bicycle Parking

- A Bicycle Parking Required. Bicycle Parking shall be required in all public and semi-public, commercial and industrial development as well as park-and-ride lots. Bicycle parking shall be provided in the following amounts: (5/98)

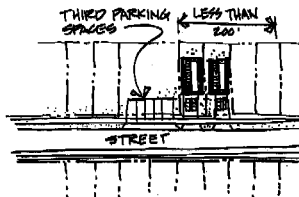


Figure Requirements
PAGEREF_Toc – 3rd Parking
Space in Parking Bay

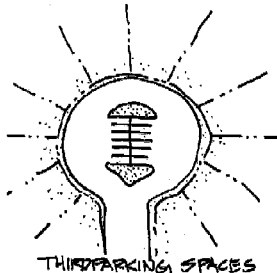


Figure 3.210.02 Applicability
and – 3rd Parking Space in Cul-

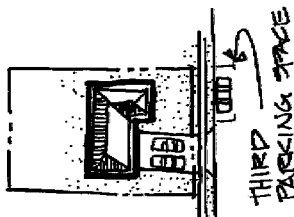


FIGURE GEREf_Toc168109 vH 459
– 3rd Park Space Provided On-Street

LAND USE ACTIVITY	BICYCLE SPACES	HOW MEASURED
Multi-family apartments with 4 or more units	1	Per 2 units
Hotel, motel	1	Per 40 guest rooms
Hospital, nursing home, convalescent home	1	Per 50 beds
House of worship, auditorium, stadium, theater	1	Per 20 required vehicle parking spaces
Elementary school	1	Per classroom with a maximum of 10 required
Middle school	1	Per classroom with a maximum of 10 required
High school	1	Per classroom with a maximum of 10 required
Bowling center, skating rink, community center	1	Per 40 required vehicle parking spaces with a maximum of 6 required
Retail store	1	Per 10 required vehicle parking spaces with a maximum of 6 required
Service repair center; retail store handling bulky merchandise (e.g. furniture)	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Bank, offices, medical clinic, government offices	1	Per 20 required vehicle parking spaces with a maximum of 6 required
Eating and drinking establishment	1	Per 20 required vehicle parking spaces with a maximum of 6 required
Wholesale establishment	1	Per 30 required vehicle parking spaces with a maximum of 6 required
Industrial, manufacturing, processing	1	Per 30 required vehicle parking spaces
Warehousing and storage terminals	1	Per 30 required vehicle parking spaces

B. Bicycle Parking Development Requirements

1. **Space Size.** Each bicycle parking space shall be a minimum of six feet long and two feet wide and be accessible by a minimum four foot aisle. (5/98)
2. **Location.** All bicycle parking areas shall be within 50 feet of a building entrance and located within a well-lit area. (5/98)
3. **Rack Design.** Bicycle racks must be designed to secure the bicycle frame and at least one wheel, and, accommodate a locking device. Racks, lockers or other related facilities shall be securely anchored to the ground or to a structure. As an alternative, the bicycle spaces can be provided within a secured compound. (5/98)
4. **Access.** Access to a public right-of-way and pedestrian access from the bicycle parking area to the building entrance must be provided. (5/98)

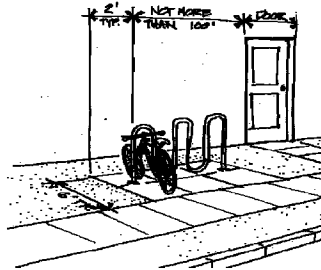


FIGURE 459

C. Exemptions

The following uses are exempt from the bicycle parking requirements: (5/98)

1. **Seasonal or temporary businesses.** (5/98)
2. **Drive-in theaters**
3. **Self-storage facilities**
4. **Automobile oriented businesses** such as automobile service stations, automobile repair shops, restaurants without seating facilities (either indoors or outdoors), or oil and lubrication services, but excluding automobile retail businesses such as dealers or auto parts stores. (5/98)

2.303.09 Carpool and Vanpool Parking

New office or industrial development with 100 or more parking spaces shall designate at least 5% of the parking spaces for carpool or vanpool parking. These designated spaces shall be the closest parking spaces to the building entrance normally used by employees, with the exception of handicapped parking spaces. The carpool/vanpool spaces shall be clearly marked "Reserved - Carpool/Vanpool Only" along with specific hours of use. Any other use establishing car and vanpool spaces may reduce the minimum parking requirement by 3 spaces for each carpool/vanpool space created. (5/98)

2.303.10 Off-Street Loading Requirements

Off-street loading space shall be provided as listed below: (5/98)

- A. Commercial Office. Commercial office buildings shall require a minimum loading space size of 12 feet wide, 20 feet long and 14 feet high in the following amounts: for buildings over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)
- B. Commercial and Industrial. All other commercial or industrial buildings shall require a minimum loading space of 12 feet wide, 30 feet long, and 14 feet high in the following amount: for buildings containing over 5,000 square feet of gross floor area, 1 space; for each additional 40,000 square feet of gross floor area, or any portion thereof, 1 space. (5/98)

2.303.11 Parking and Loading Area Development Requirements

All Parking and loading areas shall be developed and maintained as follows:

- A. Surfacing. All driveways, parking and loading areas shall have a durable, hard, dust free surface built to Department of Public Works standards. (5/98)
- B. Parking Spaces
 - 1. Dimensions. Parking spaces shall be a minimum 9 feet wide and 18 feet in length.

2. Compact Spaces. Compact parking spaces, at a reduced width of 8.5 feet, shall be permitted on sites with more than five (5) parking spaces. No more than 30% of the required parking shall be compact spaces and each space must be identified as a "Compact Space."

C. Aisle

The following minimum aisle dimensions shall apply: (5/98)

1. Without adjacent parking:
 - a. Single family residence: 12 feet
 - b. One-way: 12 feet
 - c. Two-way: 22 feet
2. With adjacent parking: (5/98)

PARKING ANGLE	Aisle WIDTH
0 to 40	14 feet
41 to 55	15 feet
56 to 70	18 feet
71 to 90	24 feet

- D. Screening. When any parking or loading area abuts a residential zone the parking or loading area shall be screened or buffered as is required in Section 2.309.05 . (5/98)

- E. Lighting. All lighting shall be directed entirely onto the loading or parking area and away from any residential use. The lighting shall not cast a glare or reflection onto the public rights-of-way. (5/98) F.

Landscaping. A tree shall be planted for every eight lineal parking spaces not located adjacent to a building. The planting space shall measure no less than 4 feet square

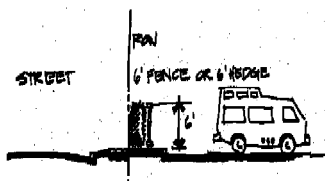


Figure E PAGEREF
Toc168108 1h – Parking Lot

and be surrounded by concrete curbing. The plant shall be of a species that the root system will not interfere with underground utilities or the parking surface, and, is capable of achieving a 15 foot radius. . (5/98)

- G. Traffic Flow. Service drives to off-street parking areas shall be designed and constructed to allow flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrians and vehicular traffic on the site. (5/98)

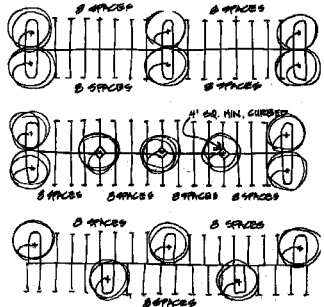


Figure 0 PRE-APPLICATION
CONFERENCE – Parking Lot Tree Siting

- H. Entrance/Exits. Service drive exits shall have a minimum vision clearance area of 15 feet from the intersection of the street and driveway. (5/98)

- I. Bumper Rails. Parking spaces along the outer boundaries of a parking area shall be contained by a curb or a bumper rail to prevent a motor vehicle from extending over an adjacent property, a street, or a sidewalk. The bumper shall be at least 4" high and located a minimum of 3 feet from the property line. (5/98)

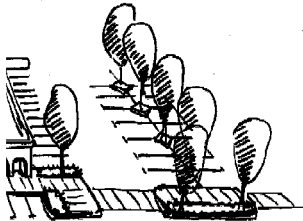


FIGURE F_Toc168107\H 459
3.21 – Parking Lot Landscaping

2.309 SITE AND LANDSCAPING DESIGN

2.309.01 Purpose

The purpose of the site and landscaping design requirements is to provide standards that can be used in the development of property. A development design that incorporates landscaping serves to enhance the appearance of not only the subject property but also that of the City; provides shade and windbreaks where appropriate to conserve energy in building and site design; and provides for buffer and screening of conflicting land uses.

2.309.02 Scope

- A. Landscaping Required. All new construction, expansion of, or redevelopment of structures including interior remodeling as specified as Section 2.315, or parking lots for commercial, multi-family, or industrial uses shall be subject to the site and landscaping requirements of this Section.
- B. Landscape Plan Review. Landscaping plans shall be submitted for review subject to the procedures of this Section and subject to Type 1-A review procedures set forth in section 3.2. (5/98)
- C. Tree Plan. A tree plan in accordance with section 2.309.04.B.7 is required with all Type II and III applications and the following Type I applications: Conditional Use and Partitioning. (5/98)

2.309.03 Minimum Area Requirements

Landscaped areas may include landscaping around buildings; open spaces and outdoor recreation areas; islands and perimeter planting areas in parking and loading areas; and areas devoted to buffering and screening as required in this Section and elsewhere in this Ordinance. The minimum areas devoted to landscaping are established within the applicable zone district the property is located in. (5/98)

- . Expansions. For addition (s) onto an an existing development including interior remodeling as specified an Section 3.15, and parking lots, the minimum new landscaped area shall be determined by: first calculating the percentage of the increase of total floor area or parking area; multiplying the gross site area by this percentage of increase; multiplying the resulting area by the minimum percentage for the type of development, as noted above. This provision is not intended to include phase construction within a development. (5/98)

Code revision

Draft to Council Red changes recommended by PC

Page 1 of 7

2.309.04 General Provisions

- A. Landscaped Area. For purposes of satisfying the minimum requirements of this Ordinance, a "landscaped area" must be planted in a mixture of landscaping elements to include such things as lawn, ground cover plants, shrubs, annuals, perennials or trees, or desirable native vegetation, or be used for other landscape elements as defined in this Ordinance. Landscaping shall be designed, planted, and maintained in accordance with professional landscaping standards. Landscaping installed over asphalt shall be prohibited. (5/98)
- B. Submittal Requirements. A submitted landscaping plan shall include the following: (5/98)
1. Type, variety, scale and number of plants used; (5/98)
 2. Placement and spacing of plants; (5/98)
 3. Size and location of landscaped areas; (5/98)
 4. Contouring, shaping and preparation of landscaped areas; (5/98)
 5. Use and placement of non-plant elements within the landscaping. (5/98)
 6. Method of irrigation. (5/98)
 7. Location, and identification of any trees, both existing and planned consistent with 2.309.04.C.
 - a. On the Landscaping Plan the existing significant trees identified by their common names, along with the size of such significant trees. Existing significant trees shall include any trees which were removed within the two-year period prior to the date the application was first submitted shall be shown on the landscape plan. (5/98)
 - b. Which significant trees are proposed to be removed, or have been removed within the past two years. (5/98)
 - c. Which significant trees are to be left standing and what steps will be taken to protect and preserve those trees. (5/98)

d. Location, size and type of replacement trees proposed to be added, if any. (5/98)

B. Significant Trees. (5/98) As used herein, "significant trees" are trees having a height of more than fifty (50) feet and/or having a trunk whose diameter is more than twelve (12) inches diameter at breast height (5 feet above ground level). (5/98)

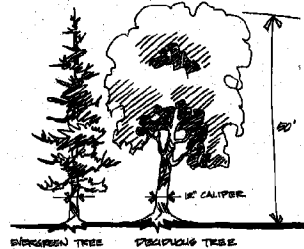


FIGURE 68105 VH 459

3.209.04 Cr – Significant Trees

a. The City recognizes that factors such as disease, safety concerns, and site development requirements may require removal of significant trees. Depending on these factors, the removal of significant trees may be appropriate and approved as part of the landscaping plan. Development of the property shall be in conformance with an approved landscaping site plan that is a condition of a land use approval or a building permit. The City may require that significant trees that are removed (including trees removed within the one two year prior to the application) be replaced at the rate of up to two new trees for each significant tree removed or less if a tree specimen which will result in an increased tree size is planted. Replacement trees shall have a trunk, when measured at six (6) inches above ground level, of at least two (2) inches when planted, and shall be a type that will be at least twelve (12) inches in diameter at breast height (5 feet above ground level) when fully mature. (5/98)

b. The above provisions include and apply to all significant trees located on the subject property or on any adjacent public right-of-way

C. Existing Vegetation. The landscape design shall also incorporate as much of the existing desirable vegetation on the site as is possible. (5/98)

2.309.05 Screening and Buffering

- A. Screening and Buffering. Screening and buffering shall be used to eliminate or reduce the impacts of the following uses: (5/98)
1. Commercial and industrial uses when abutting residential uses. (5/98)
 2. Industrial uses when abutting commercial uses. (5/98)
 3. Service areas and facilities, including garbage and waste disposal containers, recycling bins, and loading areas. (5/98)
 4. Outdoor storage areas. (5/98)
 5. Parking areas for 20 or more vehicles for multi-family developments, or 30 or more vehicles for commercial or industrial uses. (5/98)
 6. At and above-grade electrical and mechanical equipment, such as transformers, heat pumps, and air conditioners. (5/98)
 7. Shall be used to mitigate adverse visual impacts, dust, noise, or pollution, and to provide for compatibility between dissimilar adjoining uses.
- . (5/98)
- .
- B. Where screening or buffering is determined to be necessary, one of the following alternatives shall be employed: (5/98)
1. Width not less than 15 feet shall be planted with the following materials: (5/98)
 - a. At least one row of deciduous or evergreen trees staggered and spaced not more than 15 feet apart. (5/98)
 - b. At least one row of evergreen shrubs that will grow to form a continuous hedge at least five feet in height within one year of planting. (5/98)
 - c. Lawn, low-growing evergreen shrubs or evergreen ground cover covering the balance of the area. (5/98)

2. Width not less than 10 feet shall be developed in accordance with the following standards: (5/98)
 - a. Berm form should not slope more than 40 percent (1:2.5) on the side away from the area screened from view. The slope for the other side (screened area) may vary. (5/98)
 - b. A dense evergreen hedge shall be located so as to most effectively buffer the proposed use. (5/98)
 - c. The combined total height of the berm and hedge shall be not less than five feet. (5/98)

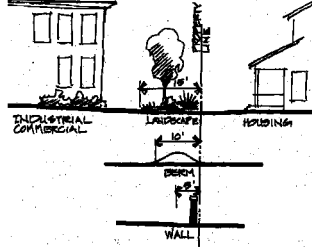


Figure Revocation PAGeref
_Toc1 – Alternative Buffering
Techniques

3. Width must not be less than five feet shall be developed in accordance with the following standards: (5/98)
 - a. A masonry wall or sight-obscuring fence not including vinyl slatted chain link fences not less than six feet in height. In addition, a fence shall be maintained in a safe and attractive manner. (5/98)
 - b. A mixture of lawn, low-growing evergreen shrubs, and evergreen ground cover covering the balance of the area. (5/98)
4. Other alternative methods which produce an adequate screening or buffering may be approved by the Zoning Administrator. (5/98)

2.309.06 Planting and Maintenance

- A. Planting Height. No sight-obscuring plantings exceeding 30 inches in height shall be located within any required vision clearance area in accordance with Section 2.312.09 of this Ordinance. (5/98)
- B. Plant Materials. Plant materials shall not cause a hazard. Landscape plant materials over walkways, pedestrian paths and

Code revision

Draft to Council Red changes recommended by PC

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- seating areas shall be pruned to a minimum height of eight feet and to a minimum height of 15 feet over streets and vehicular traffic areas. (5/98)
- C. Utility Interference. Landscape plant materials shall be selected which do not generally interfere with utilities above or below ground. (5/98)
- D. Installation. Landscape plant materials shall be properly guyed and staked to current industry standards as necessary. Stakes and guy wires shall not interfere with vehicular or pedestrian traffic. (5/98)
- E. Suitability. Plant materials shall be suited to the conditions under which they will be growing. As an example, plants to be grown in exposed, windy areas that will not be irrigated should be sufficiently hardy to thrive under these conditions. Plants should have vigorous root systems, and be sound, healthy, free from defects, diseases, and infections. (5/98)
- F. Deciduous Trees. Deciduous trees ~~should be fully branched,~~ shall have a minimum ~~caliper~~ of 2 inches, and a minimum height of 8 feet at the time of planting. (5/98)
- G. Evergreen Trees. Evergreen trees shall be a minimum of 6 feet in height and fully branched at time of planting. (5/98)
- H. Shrubbery. Shrubs shall be supplied in a minimum 1 gallon containers or 8 inch burlap balls with a minimum spread of 12 to 15 inches. (5/98)
- I. Ground Cover. Ground cover plants shall be spaced in accordance with current nursery industry standards to achieve covering of the planting area. Rows of plants are to be staggered for a more effective covering. Ground cover shall be supplied in a minimum 4 inch size container.. (5/98)
- J. Irrigation. All developments are required to provide appropriate methods of irrigation for the landscaping. Sites with over 1,000 square feet of landscaped area shall be irrigated with automatic sprinkler systems to insure the continued health and attractiveness of the plant materials unless otherwise approved by the Zoning Administrator. Sprinkler heads shall not cause any hazard to the public. Irrigation shall not be required in wooded areas, wetlands, floodplains, or along natural drainage channels or stream banks. (5/98)

Code revision

Draft to Council Red changes recommended by PC

Page 6 of 7

- K. Re-planting. Trees or shrubbery which die-off shall be replaced with a new plant of the same or similar type. Replacement is ultimately the responsibility of the property owner. (5/98)
- L. Maintenance. Landscaping shall be continually maintained. Appropriate methods of care and maintenance of landscaped plant material shall be provided by the owner of the property. (5/98)
- M. Plant Protection. Landscape plant material shall be protected from damage due to heavy foot traffic or vehicular traffic by protective tree grates, pavers or other suitable methods. (5/98)

3.111 TEXT AMENDMENTS

3.111.01 Purpose

The purpose of this chapter is to provide standards and procedures for legislative and quasi-judicial amendments to this Code and the land use district map. These will be referred to as “map & text amendments.” Amendments may be necessary from time to time to reflect changing community conditions, needs and desires, to correct mistakes, or to address changes in law. (2/01)

3.111.02 Process

Amendments to the Comprehensive Plan and Development Ordinance texts shall be reviewed in accordance with Type IV procedures specified in Section 3.203. Type IV reviews shall also apply to Comprehensive Plan amendments and Zone Changes involving more than 5 adjacent land ownerships, or, non-adjacent properties. (2/01)

3.111.03 Application and Fee

A Plan or Ordinance text amendment can be initiated by staff, the Planning Commission or City Council. Upon initiation of an amendment staff shall establish a file and set a schedule to review the proposed changes before the Planning Commission and the City Council. No fee is required. (2/01)

3.111.04 Criteria for Approval

Amendments to the Comprehensive Plan or Development Ordinance text shall be approved if the evidence can substantiate the following. Amendments to the map shall be reviewed for compliance with each of the following, while text amendments shall only be reviewed for compliance with B, C, and D: (2/01)

- A. Impact of the proposed amendment on land use and development patterns within the city, as measured by: (5/98)
 - 1. Traffic generation and circulation patterns; (5/98)
 - 2. Population concentrations; (5/98)
 - 3. Demand for public facilities and services; (5/98)
 - 4. Maintenance of public health and safety; (5/98)
 - 5. Level of park and recreation facilities; (5/98)
 - 6. Economic activities; (5/98)

7. Protection and use of natural resources; (5/98)
 8. Natural hazards and constraints;
 9. Compliance of the proposal with existing adopted special purpose plans or programs, such as public facilities improvement programs. (5/98)
- B. A need exists for the proposed amendment. (5/98)
- C. The proposed amendment complies with all applicable Statewide Planning Goals and applicable administrative rule requirements. (5/98)
- D. The amendment is appropriate as measured by at least one of the following criteria: (5/98)
1. It corrects identified error(s) in the provisions of the plan. (5/98)
 2. It represents a logical implementation of the plan. (5/98)
 3. It is mandated by changes in federal, state, or local law. (5/98)
 4. It is otherwise deemed by the council to be desirable, appropriate, and proper. (5/98)

2.312 YARD AND LOT STANDARDS

2.312.01 Lot Coverage, Generally

Specific standards for lot size or area, for lot dimensions, and for lot coverage are set forth in the applicable zone. Where a standard for lot coverage is expressed as a percentage, such standard means the percentage of total lot area covered by buildings and by roofed but unenclosed structures, whether or not attached to buildings. Covered structures less than five feet in height and having less than 20 square feet of gross floor area (such as pet shelters, play houses, etc.) shall not be included in calculating lot coverage. (5/98)

2.312.02 Yards and Yard Area, Generally

- A. Yards Apply Only to One Building. No required yard or other open space or required driveway provided around or for any building or structure for the purpose of complying with the provisions of this Ordinance shall be considered as providing a yard or open space for any other building, nor shall any yard or other required space on an adjoining lot be considered as providing a yard or open space on the lot whereon the building is to be erected. (5/98)
- B. Yards to be Unobstructed. A "required yard" is the minimum required setback area between a structure or manufactured dwelling and a lot line, whether or not additional open space is actually provided between the structure and the lot line. Every required yard or setback area shall be open and unobstructed by buildings, or structures from the ground to the sky except for those exceptions permitted in this Section. (5/98)

2.312.03 Separation of Lot or Yard Areas

- A. Reduction in Lot Area. Except as provided in 2.312.03.C., no portion of a lot necessary to provide the required area per dwelling unit shall be separated in ownership from the portion of the lot on which the building containing the dwelling units is located. (5/98)
- B. Separation of Required Yards. Except as provided in 2.312.03.C., no required yard or other open space around an existing building shall be separated in ownership from the lot upon which the building is located. (5/98)
- C. Exceptions. In a planned unit development building setbacks and yard areas, open space, and other areas without buildings established pursuant to the standards and the requirements of this Ordinance may be part of a lot

containing a dwelling if the area is not common area or other area required to be located within a lot owned by the homeowner's association. (5/98)

2.312.04 Special Street Setbacks

- A. Purpose. The special setbacks in this section are based upon the functional classification of streets and roads as described in the comprehensive plan. The purpose of these special setbacks is to allow for the expansion or improvement of streets and roads in order to safely accommodate vehicular or pedestrian traffic. The special setback shall be measured from the centerline of the street right-of-way are as noted in 2.312.04.D. (5/98)
- B. Setback Requirements. Required yards and setbacks adjacent to a street shall be in addition to the special setbacks required by this Section. These setback distances shall be measured at right angles to the centerline of the established right-of-way. (5/98)
- C. Special Provisions. Except as provided herein structures and paved surfaces shall not be located within the special setbacks specified in 2.312.04.D., below. Any portion of a structure lawfully established within a special street setback prior to adoption of this ordinance shall be considered a nonconforming structure. (5/98)
- D. Special setback requirements: (5/98)

FUNCTIONAL CLASSIFICATION	SPECIAL SETBACK
Major Arterial	36 feet
Minor Arterial	34 feet
Collector	34 feet
Local Street III*	24 feet
Local Street II*	23 feet
Local Street I*	22 feet
Cul-de-Sac	See equivalent Local Street requirement

* See functional classification in Section 2.302.04

MOVED TO 2.303.04

2.312.06 Front Yard Projections

Code revision

Draft to Council Red changes recommended by PC

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- A. Building Features. Cornices, eaves, gutters and fire escapes when not prohibited by any other code or ordinance, may project into a required front yard not more than two feet. (5/98)
- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features, window projections and catilevered second story portions of a building may project not more than two feet into a required front yard. (5/98)
- C. Decks and Patios. Uncovered porches and covered but unenclosed porches, or awnings that are not more than one story high may extend ten feet into the front yard setback.

2.312.07 Side Yard Projections

- A. Building Features. Cornices, eaves, gutters and fire escapes when not prohibited by any other code or ordinance, may project into a required side yard not more than one-third of the width of the side yard, nor more than four feet in any case. (5/98)
- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels and ornamental features may project not more than one and one-half feet into a required side yard, provided, however, chimneys and flues shall not exceed six feet in width. (5/98)
- C. Decks and Patios. Uncovered decks and patios attached to the main building when measured directly beneath the outside edge of the deck or patio may be extended to the side yard property line when they are three feet or less in height from ground level. (5/98)

2.312.08 Rear Yard Projections

- A. Building Features. A fire escape, outside stairway, cornice, eaves, gutters or other unenclosed, unroofed projections may project not more than 5 feet into a required rear yard. (5/98)
- B. Architectural Features. Chimneys, flues, belt courses, leaders, sills, pilasters, lintels, gutters, other ornamental features, window projection, and catileverd second story portions of the building, may project not more than two feet into a required rear yard, provided, however, chimneys and flues shall not exceed six feet in width. (5/98)

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. (5/98)

- C. Steps, Porches, ~~e~~ Decks, and ~~p~~ Patios. Planter boxes, steps, decks, patios, uncovered porches, and covered but unenclosed porches including covered patios which are not more than 30 inches above grade, are exempt from the minimum rear yard depth requirements. These same features that are more than 30 inches above grade may encroach up to a maximum of ten feet into the rear yard setback area . (5/98)

2.312.09 Vision Clearance

A vision clearance area shall be maintained where roadways, including streets, alleys, and private points of access, intersect except where the intersection is controlled by a traffic signal. The vision clearance area shall conform to the following unless it is determined by the Keizer Traffic Engineer that other methods may be more feasible: (5/98)

- A. Generally. A vision clearance area is a triangular area at the intersection of two streets, or a street and a driveway, two sides of which are lines measured from the corner intersection for a specific distance. The third side of the triangle is a line across the corner of the lot joining the ends of the other two sides.

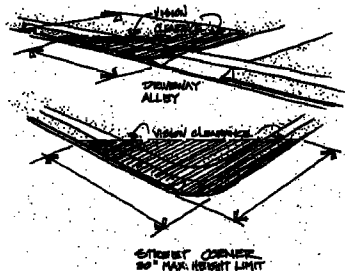


FIGURE
3.209.02 General Provision –

Where the lines at the intersections have rounded corners the lines will be extended in a straight line to a point of intersection. The vision clearance area shall be measured from the face of the curb, and extend at right angles the designated distance in both directions along the intersection. Where there is no curb, the vision clearance area shall be measured from the edge of the pavement and extend at right angles for the appropriate distance in both directions along the intersection. (5/98)

- B. Street-Driveway Intersection. A vision clearance area at the intersection of a street and a driveway shall be the triangular area established according to the following procedure: (5/98)

Code revision

Draft to Council Red changes recommended by PC

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1. A line extending ten feet from the intersection along the public street right-of-way; (5/98)
2. A line extending ten feet from the intersection along the driveway; (5/98)
3. A third line that creates the triangular vision clearance area by connecting the ends of the lines described in (1) and (2) , above. (5/98)

. (5/98)

- C. Street-Street Intersections, including intersections with and without major traffic controls, street-access easement, and street-alley intersections. The vision clearance area for street-street intersections without traffic signals or without stop signs on all approach legs shall be computed as above but with legs of 30 feet in each direction. (5/98)

- D Prohibited Development. A vision clearance area shall contain no planting, fence, wall, structure, temporary or permanent obstruction exceeding 30 inches in height, measured from the top of the curb or, where no curb exist, from the established street centerline grade, except that the following may be allowed in the vision clearance area: (5/98)

1. Trees, provided all branches and foliage are removed to a height of seven feet above grade; (5/98)
2. Telephone, power, and cable television poles; and
3. Telephone switch boxes provided they are less than ten inches wide at the widest dimension. (5/98)

2.312.10 Fences, Walls and Hedges

- A. Residential, Public and Semi-Public Uses

1. Height, location: Fences, walls and hedges may be located in any required yard or along the edge of any yard, subject to the maintenance of any vision clearance area identified in Section 2.312.09 ~~and location to street requirements~~. Fences

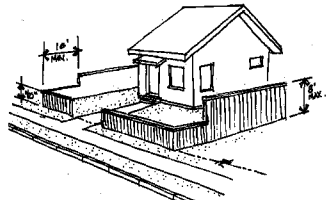


Figure AGEREF _Toc168103 \h
459 – Fence Standards

and walls shall not exceed a height of three and one-half feet within ten feet of any property line adjacent to the street. A fence, or wall, may not exceed eight feet in height. A fence or wall over six feet in height will require a building permit. (5/98)

2. Construction material: Fences or walls constructed of the following materials, including, but not limited to barbed wire, electric fencing, broken glass, wooden pallets, tarps, corrugated metal, and spikes shall generally be prohibited. Agricultural uses may utilize electric and barbed wire fencing. (5/98)
 4. An entrance wall or gate to a subdivision, planned unit development or other residential development shall be permitted provided the wall or gate does not exceed six feet in height nor violate provisions of the vision clearance area. (5/98)
- B. Commercial and Industrial Uses
1. Height, location: Fences, walls and hedges may be located in any required yard or along the edge of any yard, subject to the maintenance of clear-vision area. A fence, or wall, may not exceed 12 feet in height. A fence or wall over six feet in height will require a building permit. (5/98)
 2. Construction material: A conditional use shall be required for an electrical or barbed wire fence in the CM zone. Electric and barbed wire fencing shall be permitted in the IG and AI zones. Barbed wire fencing shall be angled inward. (5/98)

COUNCIL MEETING: _____

AGENDA ITEM NUMBER: _____

TO: KEIZER CITY COUNCIL

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: NATE BROWN
COMMUNITY DEVELOPMENT DIRECTOR**

SUBJECT: Authorization to Apply for Transportation Enhancement Program

BACKGROUND:

The Oregon Department of Transportation funds a biannual process whereby local jurisdictions may apply to have specific projects funded by these federal funds. The intent of the program is to "provide federal highway funds for projects that strengthen the cultural, aesthetic, or environmental value of our transportation system". A notice of intent to file for projects has already been filed, but the program requires specific authorization of the council to actually apply for the program.

The project that staff has developed would be to complete street improvements on at least one side of the street along Chemawa Road from River Road to the new Keizer Rapids Park. The Salem Keizer Area Transportation Study group has indicated their support for this application. The intent of this project concept would be to improve the transportation experience traveling to the new Keizer Rapids Park.

The Notice of Intent was filed for a total of \$885,968 of federal funds, with the requisite match from local jurisdiction of 10.27%, which would require \$101,513 in local match with \$35,000 in "soft match" (staff time, volunteer time etc), for a total project cost of \$1,022,482. This project cost is a result of an engineering estimate from the City Engineer.

ISSUE:

Application for this grant will require the expenditure of staff time and will commit the City to provide the required match when the project is constructed.

RECOMMENDATION:

It is hereby recommended that the City Council adopt the attached Resolution Supporting the Request for Transportation Enhancement Funds for improvements to Chemawa Rd along the south side of the road from River Rd to the Keizer Rapids Park.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2 Resolution R2006- _____

3 SUPPORTING THE REQUEST FOR TRANSPORTATION ENHANCEMENT FUNDS
4 FOR IMPROVEMENTS TO CHEMAWA ROAD NORTH
5

6 WHEREAS, the City of Keizer filed an intent to apply for federal funds under
7 the Traffic Enhancement Program to fund complete street improvements on one
8 side of Chemawa Road from River Road N to the new Keizer Rapids Park;

9 WHEREAS, the notice of intent was filed for a total of \$885,968.00 of federal
10 funds with the requisite match from local jurisdiction of 10.27% which would require
11 \$101,513.00 in local match with \$35,000.00 in soft match for a total project cost of
12 \$1,022,482.00; NOW, THEREFORE

13 BE IT RESOLVED by the City Council of the City of Keizer that the request for
14 transportation enhancement funds is hereby supported for improvements to
15 Chemawa Road North along the south side of the road from River Road North to the
16 Keizer Rapids Park for a total project cost of \$1,022,482.00.

17
18 PASSED this ____ day of _____, 2006.

19 SIGNED this ____ day of _____, 2006.

20 _____
21 Mayor
22

23 _____
24 City Recorder

NOTICE OF INTENT

This Notice is required for all applicants. FAX to: (503) 986-3290 or mail to:
 ODOT Transportation Enhancement Program, 355 Capitol St NE, Rm 326 Salem OR 97301-3871
Due: March 23, 2006

INSTRUCTIONS: (1) Enter project information in the boxes below. (2) Attach a letter or narrative (1 page max.) explaining the need for the project, type and extent of proposed work, property ownership status, funds requested and matching funds available, and the role of any co-applicants or partners. (3) Attach a vicinity map and site map or other appropriate graphics—1 or 2 pages.

APPLICANT			
Agency	City of Keizer	Contact	Nate Brown
Address	930 Chemawa Rd NE Keizer OR 97303	Title	Community Development Director
		Telephone	(503) 856-3437
		Email	<u>brownn@keizer.org</u>
CO-APPLICANT (if any)			
Name	NA	Contact	
Address		Title	
		Telephone	
PROJECT (name, location, and one-line description) Provide infill curb, gutter and sidewalk and additional bike lane segments along Chemawa Rd from River Rd to the new Keizer Rapids Regional Park to provide continuous sidewalk on one side and bike lanes both sides.			
T SUMMARY		RIGHT-OF-WAY NEEDS	
TE Funds Requested:	885,968	Property to be purchased?	
Matching funds	101,513	[X] yes [] no [] don't know yet	
Other Non-TE costs	35,000	Easements or donated property?	
Total Project Cost	1,022,482	[X] yes [] no [] don't know yet	
COORDINATION ISSUES (mark all that apply)			
[X] Project located in MPO jurisdiction (metropolitan area with population >50,000)		[] Project on railroad property [] Project at or near a railroad crossing	
[] Project within state highway right-of-way		[] Contribution from other than applicant	
[] Use of land owned by another agency		[] Maintenance by other than applicant	

ODOT Reply Area

- [] APPROVED TO PROCEED with an application for FY 2009-2011 funding.
 [] Application requires advance coordination or endorsements. See 'Part 2 Checklist' attached.
 [] Please call the TE Program Manager at (503) 986-3528 to discuss this proposal before applying.

CITY COUNCIL MEETING: June 05, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND COUNCIL MEMBERS
THRU: CHRIS EPPLEY, CITY MANAGER
FROM: DIANNE HUNT, HUMAN RESOURCES DIRECTOR
**SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF KEIZER AND THE KEIZER POLICE ASSOCIATION**

BACKGROUND:

This issue was before City Council on May 1, 2006 at which time Council adopted the resolution authorizing the City Manager to sign the Collective Bargaining Agreement for contract year commencing July 1, 2006.

Since that time, the Keizer Police Association (KPA) requested some minor editorial changes. Although the revisions did not result in any substantive changes, staff felt it in the City's best interest for Council to adopt a clean copy for the records. The Agreement is attached as Exhibit 'A'.

FISCAL IMPACT:

There is no financial impact for Council to adopt the revised Agreement.

RECOMMENDATION:

It is recommended that the Council repeal Resolution R2006-1688 and adopt the attached Resolution 06- authorizing the City Manager to sign the Collective Bargaining Agreement between the City of Keizer, Oregon and the Keizer Police Association, effective July 1, 2006 through June 30, 2009

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

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R06-_____

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE KEIZER POLICE ASSOCIATION
(REPEALING RESOLUTION R2006-1688)**

BE IT RESOLVED by the City Council of the City of Keizer that the City Manager is hereby authorized to sign a three-year collective bargaining agreement with the Keizer police Association;

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

BE IT FURTHER RESOLVED that Resolution R2006-1688 is hereby repealed in its entirety;

PASSED this _____ day of _____, 2006.

SIGNED this _____ day of _____, 2006.

Mayor

City Recorder

Exhibit 'A'

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF KEIZER, OREGON

AND THE

KEIZER POLICE ASSOCIATION

2006-2009

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PREAMBLE

This agreement is entered into by the City of Keizer, Oregon, hereinafter referred to as “City”; and the Keizer Police Association, hereinafter referred to as the “Association.”

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

Section 1.1 Bargaining Unit

The City recognizes the Association as the exclusive collective bargaining agent for matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and conditions of employment for all regular and regular part-time employees in the following classifications:

- A. Police Officer
- B. Police Support Specialist
- C. Community Service Officer
- D. Investigative Services Specialist
- E. Property and Evidence Specialist

Section 1.2 Definitions

The term “regular part-time employee” means any employee of the City who works and receives salary from the City for thirty (30) hours or less per week or less than 1500 hours in any calendar year, but does not include:

- A. Persons engaged as independent contractors.
- B. Seasonal, emergency or casual workers whose periods of employment with the City do not total 600 hours in any calendar year.
- C. Nothing in this Section shall prevent a regular part-time employee from working forty (40) hours per week, provided the hours are authorized by the City and the employee consents to the additional work hours and provided total work hours do not exceed 1500 hours in any calendar year. In the event, however, that a regular part-time employee is required by the City to work more than thirty (30) hours in a week, the employee shall be entitled to accrue vacation and sick leave at the accrual rate for regular full-time employees. Otherwise, regular part-time employees will accrue such benefits, leaves, etc. on a prorated basis.

The term “Chief” means the Police Chief of the City of Keizer, or the Chief’s designee.

Section 1.3 New Classifications

When any new classification not listed in Section 1.1 above is established by the City and assigned to the bargaining unit, the City shall designate a pay rate for the new classification. The City shall then notify the Association in writing of the pay rate and furnish the Association with a copy of the new classification specification. In the event the Association does not concur in the pay rate, the Association shall notify the City in writing of such within fourteen (14) days of its receipt of the City notice.

Pursuant to ORS 243.698, if after ninety (90) days of negotiations, the parties have not resolved the issue, an arbitrator shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four, except the arbitrator shall be bound by the applicable provisions of ORS 243.746. Nothing contained herein shall be construed to limit the City's ability to create or combine job classifications.

In the event the City intends to establish a new classification within the Police Department and outside the bargaining unit, the City will notify the Association of its intention in writing, provide a copy of the classification description and, if requested to do so, discuss with the Association whether the classification should be a bargaining unit position. The City intends for this process to occur prior to City Council review and approval, however, the City is not contractually obligated by this Article to refrain from presenting any matter to the City Council. If the parties are unable to agree, the dispute will be resolved under PECBA procedures before the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.1 Management Rights

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

- A. To determine the specific programs and services offered by the City, and the methods, means and facilities by which they shall be effectuated.
- B. To determine the size, nature and qualifications of the work force, to assign duties and equipment, to direct and evaluate the employees in the performance of their work assignments.
- C. To develop work rules and operating procedures not inconsistent with this agreement.
- D. To promote, transfer, lay-off, and to discipline, demote and discharge employees.

Section 2.2 Subcontracting

The City shall notify the Association in writing when it appears reasonably probable that the City will subcontract work currently performed by the bargaining unit. Negotiations and mediation regarding the decision and impact of subcontracting shall continue for no longer than ninety (90) calendar days from the receipt of the City's written notice. If not settled after ninety (90) days, the issue will be submitted to an arbitrator who shall be mutually agreed upon or selected in accordance with the procedure established in Article 16.1, Step Four. The arbitrator shall be bound by the applicable provisions of ORS 243.746.

Section 2.3 Volunteer Utilization

- A. Reserves, Cadets and other volunteer personnel may be used to perform police related tasks and auxiliary functions as determined by the Chief, including but not limited to providing law enforcement services at public events and providing law enforcement related services not restricted by Section 2.4.
- B. The City may utilize Reserve Police Officers or Cadet Officers to perform the following duties without violating Section 5.3, Overtime, or Section 2.4, Work Preservation.
 - 1. Prisoner supervision and transports;
 - 2. Mental patient supervision and transports.
 - 3. Selective enforcement details provided the City has afforded the opportunity to Association members;
 - 4. Crime scene security provided the City has afforded the opportunity to Association members;
 - 5. School event security provided the City has afforded the opportunity to Association members;
 - 6. Selective enforcement details such as holiday residential patrol, vacation checks, Christmas lighting routes, disabled parking violation checks, residential security checks, or similar duties customarily performed by Reserve Police Officers consistent with past practice;
 - 7. Search and rescue operations;
 - 8. Any other duties mutually agreed between the City and the Association.
- C. Nothing in this section prevents Reserve Police Officers from performing their primary duties, supplementing the Patrol Division, or furthering their own experience as outlined in Section 19.19.00, Reserve Unit, in the KPD Policy and Procedures Manual.

Section 2.4 Work Preservation

Reserves and auxiliary volunteer personnel will not be utilized to replace bargaining unit employees in the performance of their primary and customary job responsibilities, nor take away overtime opportunities other than those instances described in Section 2.3.

ARTICLE 3 – ASSOCIATION RIGHTS

Section 3.1 Association Activities

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of their exercise of their rights.

Section 3.2 Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, union affiliation, disabled status, political affiliation or other protected status or protected activity. Nothing in this section shall prohibit the City from establishing bona-fide occupational criteria.

Section 3.3 Gender References

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

Section 3.4 Negotiations

The composition of the Association's negotiating team shall be determined by the Association. Not more than three (3) employees shall be permitted to attend negotiating meetings with the City's representatives as part of the Association's negotiating team without loss of pay relative to securing agreement renewal, to the extent that such meetings are scheduled during the duty hours of the members so attending. Negotiating team members who are on duty for all or a portion of any negotiating session, if any, must be assigned to different shifts or be from different sections of the Department. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Employees shall notify their shift supervisor as soon as possible in advance of their expected absence for the purpose of this section. Such absences shall not hamper the normal operations of the department and the City shall not incur any liability for overtime pay under the provisions of this Article.

Section 3.5 Grievances

The City also agrees to allow time off without loss of pay for employees directly involved in meetings under the Grievance Procedure. No more than two (2) employees shall be off for this purpose at any one time.

Section 3.6 Check-off

The City agrees to deduct bi-weekly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable.

Section 3.7 Fair Share and Religious Objections

Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. However, any employee who chooses not to belong shall make a fair share payment in lieu of dues as defined in ORS 243.560 (16). The non-association of employees, based on bona-fide religious tenets or teachings of a church or religious body of which the employee is a member or sincerely held religious beliefs, shall be guarded as provided for under ORS 243.666 (1).

Section 3.8 Bulletin Boards

The City agrees to allow wall space, not to exceed three (3) feet by four (4) feet, for a bulletin board within the Police Department to be used exclusively by the Association for the posting of notices relating to the Association.

Section 3.9 Right of Access

Subject to the due process provision of this Agreement, Association representatives and agents of the Association shall have the right to reasonable access to the Police Department for the purpose of investigating grievances, and other business related to the representation of employees for the purpose of employment relations. Prior to admittance to the non-public areas of the Police Department, the Association representative and/or agent of the Association shall obtain permission from the senior, non-bargaining unit member (supervisor) on duty at the time the request is made. Prior to gaining access, the Association or agent of the Association shall advise the duty supervisor of the purpose of the visit, approximate length of time required, and the name of the person(s) to whom the representative wishes to speak. Such permission shall not be unreasonably withheld and if withheld, reasons for the withholding shall be given at that time to the agent of the Association. Association representatives and agents of the Association shall not unreasonably interfere with an employee's work. This Article is not intended to be used for membership drives or recruiting of new members.

Section 3.10 Use of Buildings

The Association may use, in accordance with established City rules applicable to other Groups within the community, City facilities during employees' non-work hours (as defined in this Agreement) for Association meetings provided such space is available. Request for use of facilities within the Police Department shall be approved by the Chief

or designee. Such meetings shall not be permitted for Association organizing activities or membership drives of City employees.

The parties agree to the primary principle that Association activities will be normally carried on outside an employee's duty and working hours.

Section 3.11 Association Meetings

Association members shall be permitted to attend regular monthly membership meetings on duty time. On-duty members will be expected to respond to their duty responsibilities during membership meetings. Except for emergency meetings, the Association agrees to schedule these meetings during non-peak periods of the Department's business and such Association meetings shall not conflict with the regularly scheduled Department briefing periods. Members attending Association meetings on duty will limit their attendance to one (1) hour.

Section 3.12 Association Business

The Association agrees that the City Manager will be notified in writing of the members of the Association selected to serve as official representatives. The Association agrees that Association business shall not interfere with the operations of the Department or the police duties of certified Association representatives.

ARTICLE 4 – CITY SECURITY

Section 4.1 No Strike

During the term of this Agreement, there will be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or the employee's willful absence from the position of the employee, or stoppage of work by the employee, or absence of the employee in whole or in part from the full, faithful or proper performance of the duties of employment of that employee for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In the event of a violation of this provision by the Association, or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

Section 4.2 Productivity

The parties to this Agreement recognize that delivery of essential municipal services, in the most efficient and effective manner is of paramount importance and interest to the City and the Association. In return to the City for the wage rates and conditions herein provided and consistent with the principle of a fair day's work for a fair day's pay, the Association pledges agreement with the objective of achieving the highest level of

employee performance and efficiency, safety, good health and sustained effort. The parties may agree to meet at mutually convenient times to discuss means of increasing departmental productivity.

ARTICLE 5 – WORKING CONDITIONS

Section 5.1 Hours of Work

- A. Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest periods and unpaid meal periods.
- B. Regular Work Weeks: All employees shall be scheduled to work a regular work week. The City and the Association have recognized the following regular work weeks:
 - 1. 12-Hour Work Schedule: This schedule shall consist of a consecutive twelve (12) hour workday. This work schedule shall consist of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, two (2) consecutive twelve (12) hour work days followed by three (3) consecutive days off. Day Shift shall be 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.
 - 2. 5/8 Work Schedule: The 5/8 work schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The workday shall consist of eight (8) consecutive hours of work.
 - 3. 5/8 Work Schedule: The 5/8 work schedule shall consist of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. There will be a one (1) hour unpaid lunch.
 - 4. 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off, with the exception of days off during days-off rotation. The workday shall consist of ten (10) consecutive hours of work.
 - 5. 4/12 Work Schedule: The 4/12 work schedule shall consist of four (4) consecutive twelve (12) hour days followed by four (4) consecutive days off. The work days shall consist of twelve (12) consecutive hours of work. Day Shift shall be from 0600 to 1800 hours followed by Night Shift from 1800 to 0600 hours.
- C. Shift Comp Days: While working under the 12-hour work schedule pursuant to Article 5.1 (B)1 or the 4/12 work schedule pursuant to Article 5.1(B)5, each officer will work a total of 168 hours in each 28-day work period. To compensate for the extra eight (8) hours worked during the 28-day work period,

the City will give each officer four (4) hours of compensatory time each pay period. The comp-time will be in accordance with Section 5.3(E).

D. Scheduled Work Weeks: Generally, the following regular scheduled work weeks for bargaining unit members listed will be recognized by the City and the Association:

1. Patrol Units: Pursuant to Article 5.1(B)1.
2. Investigations Unit: A 5/8 work schedule pursuant to Article 5.1(B)2.
3. Investigative Services Specialist: A 5/8-work schedule pursuant to Article 5.1(B)3.
4. Traffic Safety Unit: A 4/10 work schedule pursuant to Article 5.1(B)4.
5. School Resource Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.
6. Police Support Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
7. Property and Evidence Specialist: A 5/8 work schedule pursuant to Article 5.1(B)3.
8. Community Services Officer: A 5/8 work schedule pursuant to Article 5.1(B)2.
9. Community Response Unit (CRU): The shift hours of the CRU will be in accordance with Article 5.1B of the Collective Bargaining Agreement. While there is an assigned "normal" shift, CRU, by its very nature, may work varied hours and days. Short-term or casual deviations from that normal shift will be determined by the unit supervisor. Long-term or substantial deviations shall be afforded a 14-day notice unless that notice is waived by CRU personnel. Overtime will be in accordance with CBA Article 5.3

E. Changes In and Other Work Weeks: After having given fourteen (14) days written notice to the Association, the City may adopt a change from one to another of the regular work weeks recognized in Article 5.1(B), or may adjust start/stop times for any employee or group of employees for bona-fide operational reasons.

Prior to making a change in regular work week recognized in Article 5.1(B), a committee comprised of three (3) Association members and three (3) members of Management will meet for not more than seven (7) days to discuss the change and

make recommendations to the Chief. The Association and the City may employ, by written agreement, any other work week as a regularly scheduled work week.

- F. Shift Trading: Two (2) employees may agree in writing, solely at their option and with the advance written approval of the Chief or shift supervisor, to substitute for one another during scheduled hours of work. Substitution may be denied on a case-by-case basis due to operational needs, overtime or other scheduling impacts.

Even though one employee substitutes for another, each employee will be credited as if each employee has worked the normal work schedule and as if the substitution had not occurred. The hours worked during the substitution shall be excluded from the hours for which the substituting employee would otherwise be entitled for purposes of overtime and wage computations. Each agreement to substitute must be separately approved by the Chief, must be made for the convenience of the employees, and must not be required by the City. The City shall have no obligation to keep track of substitutions, or to insure that a substitution is reciprocated. Shift trades involving probationary employees may be denied by the City based on the City's determination of the officers training needs; a FTO and officer in training may not trade shifts unless a supervisor approves a trade involving both and both agree to switch shifts. The parties agree that shift trades will continue to be allowed in accordance with current practice.

- G. Shift Rotation: Shift rotation while working a schedule pursuant to 5.1(B)1, or 5.1(B)5 will occur on a quarterly basis, as near as possible to the months of March, June, September and December, or as otherwise agreed by the City and the Association. The new shift schedule will be posted thirty (30) days in advance of shift rotation. This schedule is based on no overtime expense to the City by virtue of rotation, and no officer will work more than 168 hours without overtime in the 28-day work period when rotation is affected.

Employees who voluntarily may leave a specialty assignment may be placed on the patrol shifts vacated by the employee replacing them, if the employee's replacement is reassigned from the patrol unit.

Employees in specialized assignments who are involuntarily assigned to patrol duties shall be assigned to the new assignment/vacancy for the remainder of the current shift rotation.

- H. Training: Scheduling under this section shall provide at least eight (8) hours off between shifts. The City may adjust the regular work schedule of an employee to enable the employee to attend training without incurring overtime if the schedule adjustment is made more than 14 days before he training is attended.

Travel time to and from (station to and back, unless home to training is closer) training will be considered on duty time.

- I. All-hands Skills-Maintenance Training: All-hands, skills maintenance training is that training scheduled to be attended by all sworn personnel and conducted with

a view toward maintaining or improving their fundamental skills. Examples include training in firearms, DTs, legal updates and occurring on or about every other month.

A member required to attend all-hands; skills-maintenance training on his or her day off or after his or her normal work hours will be compensated at the regular overtime rate of time and one-half. A member previously scheduled to attend all-hands, skills-maintenance training during duty hours but who, of his or her own volition, does not (e.g. vacationing instead), may be required to adjust his or her schedule to avoid overtime on a make-up date.

- J. K-9 Training: The K-9 handler will be approved to attend the 4-hour, once a week K-9 training and practice sessions. The handler's shift shall be adjusted to allow attendance and to avoid overtime. Adjustments to the shifts should provide at least eight (8) hours off between trainings and shifts. Attendance to K-9 training may be denied by the on-duty supervisor based on staffing needs during the shift.
- K. Shift Reassignment: When an officer is assigned to a different shift schedule due to Division reassignment, the officer's hours of work will be adjusted without cost to the City to ensure that the officer does not work in excess of 160 hours in a 28-day period.

Section 5.2 Rest Periods and Meal Periods

- A. Rest Periods: Except for emergencies, employees shall receive rest periods of fifteen (15) minutes each for every four hours worked during each workday. These periods are compensated as hours of work and an employee shall not be entitled to additional compensation in the event these periods cannot be taken. In the event employees are assigned to a ten (10) or twelve (12) hour shift, employees may take reasonable breaks subject to the operational needs as determined by the shift supervisor.
- B. Meal Periods: Except as required by operational necessity as determined by the shift supervisor, all sworn officers and CSOs shall have an uninterrupted thirty (30) minute meal period on duty time as close as reasonably possible to the middle of each shift. Meal periods are compensated as hours of work. An employee shall not be entitled to additional compensation in the event these periods cannot be taken. Other employees shall have regular uninterrupted meal periods up to one (1) hour without pay.

Section 5.3 Overtime

No overtime shall be worked unless authorized by the Police Chief or designee.

- A. Hours Worked Defined: The following shall be regarded as hours worked for the purpose of computing overtime hours for employees.

1. Holidays;
 2. Vacation leave;
 3. Paid sick leave;
 4. Time on the job; including time participating in activities, training, briefing, meetings, or other conferences if so directed by the City;
- B. Overtime: Overtime shall be considered as time worked in excess of the employee's regularly scheduled workday or workweek.
- C. Overtime Compensation: Compensation for authorized overtime shall be paid at the rate of time and one-half per hour computed to the nearest fifteen (15) minutes. Each payment shall be made at the employee's rate of pay that is being earned at the time of payment.
- D. Compensatory Time: Employees may elect to accrue compensatory time in lieu of overtime payments with the City's concurrence. Compensatory time will be accrued at the overtime rate and paid at the straight time rate. Earned compensatory time may be taken off with supervisor approval. When a member gives at least twenty-four (24) notice of a request for comp time off the request will be granted unless the granting of compensatory time off would unduly disrupt the operations of the Department.
- Employees may accumulate up to sixty (60) hours of compensatory time and no more than forty-eight (48) hours may be carried forward into the next fiscal year. Compensatory time accrued in excess of forty-eight (48) hours will be paid during the last pay period of the fiscal year. The parties recognize that accrued compensatory time is compensation and therefore, if such compensatory time hours cannot be taken, the employee shall be allowed to cash in the accrued compensatory time as provided in Section E, below. Any denial to use accrued compensatory time to take off part or all of a shift by the City may be requested in writing with a justification for the denial.
- E. Payment for Compensatory Time or Overtime: The City may purchase, or the employee may cash in, all or any portion of the compensatory balance of any employee at any time. Requests by the employee to receive payment for accrued compensatory time shall be made to the City in writing. Payment for overtime shall be paid no later than the next pay day following the pay period in which the overtime is worked. If an employee is paid for accrued compensatory time, payment will be at the regular rate earned at the time the employee receives the payment. If the payment is received upon termination of employment, then the unused compensatory time will be paid at the final regular rate earned by the employee.
- F. Notice of Overtime: Overtime work shall be assigned by the Chief or his designee. Whenever possible, the Chief or his designee shall give twenty-four (24) hours advance notice of overtime to be worked. Oral notice shall be sufficient to comply with the advance notice requirement.

Any employee who works fourteen (14) or more hours in the twenty-four (24) hour period commencing at the time the employee reports for duty may be allowed the use of sick leave or other accrued leave in lieu of working all of the next regularly scheduled work shift. These hours off shall be coordinated with the employee's supervisor or his or her designee. This Article is for those rare times when an employee is too fatigued to continue to safely perform his or her duties.

1. Emergency Call Out: In an emergency (act of God, natural disaster, civil unrest, major crime or incident, or governmental declaration of emergency with less than eight (8) hours prior notice), the City may call out members for overtime without regard to seniority.
2. Non-Emergency Call Out:

Overtime shall be offered to members of the Association by seniority and by Division (i.e. Patrol & Patrol Support Division)

The City may skip Association members if the overtime detail would unreasonably interfere with the member's next regularly scheduled work shift.

The City will make a reasonable attempt to notify members of the Association in the order of seniority when overtime is required.

In the event no members of the Association are available to report for overtime, the City may order a member to report for work. If members are ordered to report for overtime work, those members will not be ordered to report again until the Association Roster has cycled.

If no members of the Association are available to report or long term personnel considerations are an issue (e.g. natural disaster or similar emergency), the City has the option of calling Reserve Officers in for duty to supplement regular officers if those Reserve Officers are presently capable and authorized to perform the overtime duties. The use of Reserve Officers is to supplement or assist regular police officers. It is not the intent of the City to use Reserve Officers to supplant Association members.

Section 5.4 Call-Back Time

An employee called to work outside a regular work schedule shall be paid for a minimum of three (3) hours at the rate of time and one-half. This section shall not apply to an employee called in to start the employee's shift one (1) hour or less early or an extension of a regular shift.

If an employee has completed his shift and has departed from the department for thirty (30) minutes or more, and is called back to duty, the three (3) hour minimum shall apply.

Members recalled to duty to correct a mistake and/or to complete a duty that must be completed prior to the member's next duty day, the three (3) hour minimum will not apply.

Section 5.5 Court Appearances

Off-duty employees required to appear before a court of law, grand jury or DMV hearings, in connection with duties as an employee of the Department, shall receive a minimum of three (3) hours overtime pay at the rate of time and one-half for each court day when such day is also the employee's regularly scheduled workday and a minimum four (4) hours overtime pay at the rate of time and one-half for each court day when such day is the employee's scheduled day off. This section shall not apply if the scheduled court appearance occurs one (1) hour or less before the beginning of the employee's regular shift or if the appearance extends the employee's regular shift.

Section 5.6 Outside Employment

Permission to work at outside employment while an employee of the City must be approved in writing by the Chief of Police. However, such approval shall not be withheld arbitrarily. In order to be approved, the outside employment must:

- A. Be compatible with the employee's City duties;
- B. In no way detract from the efficiency of the employee in City duties;
- C. In no way be a discredit to City employment;
- D. Not take preference over extra duty required by City employment.

Section 5.7 On-Call Detective

- A. Article 5.1(D)2 of the collective bargaining agreement between the parties describes the work schedule for Detectives.
- B. Each week of seven (7) consecutive days, one (1) Detective at a time will be assigned as an On-Call Detective. In the event that members of the CRU or SRO units are assigned temporarily (via Personnel Order) to the Detective Unit they may enter the on call rotation.
- C. The On-Call Detective assignment shall begin at 0800 hours on Monday and end at 0759 hours on the following Monday.
- D. The On-Call Detective assignment shall be filled on a rotating basis by any Association member assigned as a Detective.
- E. The rotation schedule for the On-Call Detective shall be established between Detective Association members and their Sergeant. Establishment of a rotation

schedule shall not prevent the trading of on-call weeks between Detectives involved, as long as the Detective Sergeant or designee approves of the trade.

- F. At the end of each on-call week, the Detective who completed the prior on-call week shall be compensated with one (1) day or eight (8) hours of compensatory time off. This is a flat rate and will not be computed as time and one-half.
- G. The compensatory time earned in "F" above may be banked in accordance with Article 5.3(D).
- H. When a Detective is on-call, the provisions of Article 5.4 of the current collective bargaining agreement between the parties, as well as the remainder of the collective bargaining agreement, still apply to the City, Detective and the Association.

ARTICLE 6 – FUNDING

The parties of this Agreement recognize that revenue needed to fund this Agreement must be approved annually by established budget procedures and in certain circumstances, by a vote of the citizens of the City of Keizer. All compensation provided for by this Agreement is therefore contingent upon sources of revenue, and where applicable, voter budget approval. The City will not reduce the compensation specified in this Agreement because of budgetary limitations. The City agrees to include in its budget request amounts sufficient to fund the compensation provided in this Agreement. In the event that the City does not receive the required voter approval needed to fund the annual budget, the parties agree to meet to seek the best possible alternatives to layoff and/or cutback of services.

ARTICLE 7 – WAGES

Section 7.1 Wages

- A. Salary Schedule: Each employee covered by this Agreement shall be compensated in accordance with the "Management and General Unit Employees Salary Schedule" (Appendix A - Salary Schedule attached hereto, which reflects a 2.6% increase from July 1, 2006).

Police Officer Range – 21 (five (5) step matrix)
Investigative Services Specialist Range – 17
Community Service Officer Range 17
Police Support Specialist I – Range 13
Police Support Specialist II – Range 15
Property and Evidence Specialist - Range 16

- 1. The City recognizes that fluctuations in the state's economy will affect the market value of salaries. The salary schedules shall automatically be

amended each year of this Agreement in July to reflect these fluctuations by incorporating any increases necessary into the schedules as determined by the Portland CPI-W (Consumer Price Index-W) for the prior year (January-December). If the Portland CPI-W indicates a reduction, no change will be made to the schedules. Notwithstanding, these CPI increases will be subject to a minimum increase of 1 % and a maximum increase of 3% in the second year of this Agreement (2007-2008) and subject to a minimum increase of 1% and a maximum increase of 3% in the third year of this Agreement (2008-2009).

- B. Original Appointments: Management will review the lateral transfer's experience and ability and make a recommendation of the appropriate starting pay step to the City Manager. With the City Manager's approval, the initial compensation recommended will be applied.
- C. Salary Increase: Salary increases are not automatic but shall be based on merit. A performance evaluation rating of "satisfactory" as determined by the employee's immediate supervisor shall be considered acceptable for normal step advancement. Probationary employees shall be eligible for a step advancement upon the completion of twelve (12) continuous months of satisfactory service. Salary increases are given on July 1st. If the performance by the employee is less than satisfactory, the Chief may defer the merit increase for a period not to exceed ninety (90) days. Following any deferred period, the employee will be re-evaluated.
- D. Early Step Advancement: An employee, who is performing at a level above satisfactory as determined by a Performance Evaluation by the employee's immediate supervisor, may be recommended for an early step advancement by the Chief. Such merit increase shall be reviewed and approved by the City Manager. Such early step advancement shall not change the employee's eligibility date for future normal step advancements.
- E. Acting Sergeants Pay: If designated or assigned as Acting Sergeant, the employee will receive a 5% increase in the wage to which the employee would be otherwise entitled. Section 7.2 does not apply to employees who are Acting Sergeants.

Section 7.2 Working Out of Classification

Any employee designated by the City as acting in a capacity in a higher position than that employee's regular classification shall receive the pay for the position designated or a 5% increase above normal salary, whichever is greater, in such assignment for the remainder of the assignment.

Section 7.3 Incentives

- A. Premiums: Police Officers shall be eligible for DPSST incentive bonuses as follows.
1. Intermediate Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Intermediate Certification, the employee shall receive two and one-half percent (2.5%) over and above monthly base pay; or
 2. Advanced Certificate: Upon submittal of evidence satisfactory to the City that the employee has received DPSST Advanced Certification, the employee shall receive an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay.
- B. Education Incentive: The City shall pay an incentive of two and one-half (2.5%) percent per month over and above monthly base pay for an employee holding an Associates Degree. The City shall pay an additional two and one-half (2.5%) percent (or a total of five (5%) percent) per month over and above monthly base pay to an employee holding a Bachelors Degree from an accredited college or university.
- C. Language Incentive: An employee who is determined to be fluent in the Spanish language or American Sign Language shall receive an incentive of two and one-half (2.5%) percent per month over and above monthly base pay. Fluency is to be determined by the City based on a standard and testing program approved by the City.
- D. Probationary Employees: Normally such premiums, except language fluency, shall not be paid during the original probationary period or during period of disciplinary action involving a suspension, except at the discretion of the Chief.
- E. Incentive Non-Cumulative: A maximum of five (5%) percent per month may be received by any employee by virtue of education incentives provided for above. A maximum of five (5%) percent per month may be received by any officer qualifying for DPSST incentives provided for above. A maximum of 10% per month may be received by any employee for collateral duty pay incentives. The total amount of all incentive pay (education, certification, collateral duty) may not exceed 20% per month for any employee. Any employee certified as bilingual in Spanish or American Sign Language may receive a maximum of two and one-half (2.5%) percent per month, in addition to the above maximums.
- F. K-9 Handler Pay: To compensate the K-9 handler for the off-duty care of the canine, the handler will be paid five percent (5%) per month of the member's current pay step when assigned as the department canine officer.

- G. Field Training Officer (FTO): A member designated by the City as a Field Training Officer shall be paid five percent (5%) above the member's normal pay step when acting as a FTO (has a recruit officer assigned for training). The member will be responsible for reporting the premium pay on the time sheet.
- H. Motor Officer: To compensate the Motorcycle Officer for the hazards of working from a motorcycle and for the off-duty care of the police motorcycle, e.g., daily maintenance, etc., the Motorcycle Officer will be paid five percent (5%) above the member's normal pay step when assigned to the traffic team as a motorcycle officer.
- I. Special Duty Assignments: Members designated by the City to serve on the Interagency Bomb Squad or the Interagency SWAT Team will be paid an additional five percent (5%) of their regular rate of pay.
- J. Fleet Manager: Members assigned as the Fleet Manager for the department will be paid an additional two and one-half percent (2.5%) of their regular rate of pay.

Section 7.4 Payday

The normal payday for the issuance of paychecks shall be every other Thursday of the month. At the discretion of the City, modifications to the payday schedule may be made where necessary.

Section 7.5 Travel Allowance

- A. Travel Reimbursement: When an employee is authorized to use the employee's own vehicle in the performance of official City duties, the employee shall be compensated at the current Internal Revenue Service rate.
- B. Expense Reimbursement: Employees will be reimbursed actual and reasonable travel expenses pursuant to the City-wide travel reimbursement policy. The policy will not be changed to the detriment of employees without bargaining.

Section 7.6 Uniforms

- A. Uniforms Provided: The City shall provide all uniforms and equipment as required by the City. The City agrees to provide a duty weapon and all necessary duty rig accessories.
- B. Cleaning: The City shall provide for the care and cleaning of up to eight (8) uniforms per month. If an employee is assigned as a Detective, the employee's clothes worn will be cleaned, up to eight (8) sets per month. The City will pay for the cleaning of up to eight (8) uniforms per month for non-sworn employees
- C. Clothing Allowance for Detectives: Employees assigned as Detectives requiring business-like attire will be paid five hundred (\$500) dollars per year clothing

allowance. Employees assigned as Police Support Specialist, Investigative Services Specialist and Property and Evidence Specialist will be paid two hundred (\$200) dollars per year clothing allowance. These allowances shall be payable to the employee upon appointment and annually thereafter. The employee must turn in receipts for clothing purchased. These allowances may be subject to a prorated refund to the City in the event an employee serves less than nine (9) months by the employee's choice.

- D. Damage: When a uniform is returned to the City because of wear or damage, it shall be replaced within a reasonable amount of time.
- E. Personal Items: The City agrees to repair or replace personal items of the employee damaged or destroyed while the employee is on duty, unless the damage is attributed to the negligence of the employee. The repair or replacement of personal items shall not exceed reasonable costs. Expensive items of jewelry or personal property which are over \$100.00 in value, excluding wedding rings and eyeglasses, will not be worn while on duty without prior approval, and shall not be subject to this Article.

Section 7.7 Tuition Assistance

- A. Tuition Aid Defined: Tuition aid is defined as full or partial payment or reimbursement of the costs of training sessions, classes or formal academic course work pursued on a part-time basis either during or after normal working hours.
- B. Travel Reimbursement: When an employee is assigned by the City to attend, on a part-time basis, designated courses either during or after regular working hours, the employee shall be reimbursed for all of the costs of course registration and necessary travel expenses. Employees will cooperate in pooling rides when such pooling is available.
- C. Tuition Aid: Tuition aid will be provided for one-half the cost of the course registration fee to employees who successfully complete classes with a grade of C or better, for the purpose of self-development, when such training will also be beneficial to the employer as determined by the City. Presentation of the employee's grades from the school shall be sufficient proof. The petitioning employee shall submit request for tuition aid to the City for approval or disapproval prior to enrollment. The City's obligation shall be limited to the hourly tuition cost for an undergraduate degree course at Western Oregon University.

ARTICLE 8 – INSURANCE AND RETIREMENT

Section 8.1 Health Insurance and Dental Insurance

- A. Effective July 1, 2006 the City will pay ninety-five percent (95%) of the premium to provide medical and dental insurance coverage for full-time employees who are

participating in the City's current Health Net Plan #101097 and Standard Dental Plan. Employees participating in those plans shall be responsible for paying the remaining five (5%) percent of the premium, irrespective of level of coverage. Employees who elect to be covered by lower cost medical and/or dental plans made available by the City shall receive contributions from the City up to the same amount as required for employees participating in the above plans. Any premium costs in excess of that amount shall be the employee's responsibility.

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

All employee contributions shall be paid through payroll deductions.

- B. The City reserves the right to reopen insurance benefits and contribution levels for the third year of the Agreement, upon notice to the Association no later than June 1, 2008. The parties agree that negotiations will be conducted pursuant to ORS 243.698 and that after ninety (90) days of negotiations, if no agreement has been reached, the matter will proceed to arbitration. In the event the City does not reopen, the same 95/5% insurance split described in Section A, above, will continue.
- C. The City will continue to provide an IRC Section 125 flexible spending account plan.
- D. The City may select a different plan or provider of benefits, which are on the whole substantially comparable to those currently provided. The City and the Association shall consult within fourteen (14) days of the City's written notice to an Association E-Board member, but need not bargain over a change in plan permitted by this Article, irrespective of whether the change in plan occurs pursuant to the third year reopener. If a change in benefits is not substantially comparable, then the Association may demand to bargain over the change.
- E. For the purposes of this Article, where insurance benefits are extended to "spouses", domestic partners shall be considered "spouses". A domestic partner is defined as an individual who lives with the employee and has fulfilled the requirements contained in and completed the "Affidavit of Domestic Partnership" form which is available from Human Resources. Domestic partners that have fulfilled the requirements set forth in this form will be eligible for all benefit insurance options available to "spouses" as limited by carrier contracts. Employees are obligated to promptly notify the Chief of Police and Human Resources when domestic relationships begin and end.

Section 8.2 Life Insurance

The City agrees to provide \$60,000 24-hour life insurance protection to all regular full-time employees covered by this Agreement.

Section 8.3 Retirement

- A. The City agrees to participate in Public Employees Retirement System Plans for the classification of Police Officer. The City shall continue to pick up the Public Employees Retirement System contributions for each employee in the classification of Police Officer.
- B. After six (6) months employment, the City will contribute eleven (11%) percent over and above gross monthly pay into an IRS Section 401 qualified defined contribution plan for the classification of Police Support Specialist, Community Services Officer, Investigative Services Specialist and Property and Evidence Specialist.
- C. Employees may contribute voluntarily to the deferred compensation plan administered for the City (currently the ICMA Trust or Nationwide). The City shall match up to six (6%) percent of the employee's gross salary. This Article shall not obligate the employee or the City to contribute more than twenty-five (25%) percent of wages or such other amount as is imposed as a maximum contribution by the Internal Revenue Code or the retirement plan.

Section 8.4 Workers Compensation

All employees are covered for accidents on the job under the state workers compensation law. When an employee must take time off by reason of an occupational disability or injury, the employee will receive workers compensation in accordance with state law.

In addition, for the first three (3) months following disability or injury, the City agrees to supplement the employee's workers compensation benefits up to the employee's regular salary after taxes. After three (3) 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.

After the employee has exhausted accrued compensatory time, sick leave and vacation time, the employee will receive workers compensation and/or long term disability benefits without supplement. Nothing in this Article precludes the City from filling a position subject to the employee's statutory right to reinstatement provided, however, that if a reasonable medical probability exists that the employee will be able to return to work within one (1) year, the position will not be permanently filled.

Section 8.5 Long Term Disability Insurance

The City will pay the full premium to provide salary protection for long-term disability as a result of illness or injury to the employee. Employees shall be eligible for long-term disability coverage ninety (90) calendar days from the date of injury of disability.

Section 8.6 Light Duty

The parties recognize that the nature of law enforcement restricts the City's ability to accommodate employees who, for medical reason, are unable to perform all of the duties of a police officer.

When an employee who is recovering from an injury or illness compensable under workers' compensation is certified as fit for light-duty, but not full-duty, the City may assign light-duty work within the employee's medical restrictions, subject to the Department's determination that actual light-duty work suited to employee's medical limitation is available.

Generally, to be eligible for a light-duty assignment, an employee must be temporarily unable to return to his/her regular duties as the result of an on-the-job injury or illness and not medically stationary. Once an employee becomes medically stationary, that employee is no longer eligible to participate in light-duty assignments. The City will, however, comply with its obligation to assign light-duty work to employees who qualify as disabled due to off-the-job injuries or illnesses, as required under the reasonable accommodation provisions of the ADA and state disability discrimination law.

It is understood that the City may assign an employee who is on light-duty assignment to a different shift without regard to seniority. The City may require a medical verification of the employee's ability to safely perform the light-duty duties as a condition to placing an employee in a light-duty assignment. The City shall have the right to obtain a second medical opinion at its own expense in order to verify any medical opinion it has received from the employee's healthcare provider.

In the event light-duty assignments are granted the employee will receive his/her regular rate, including incentive pay. During the time an employee is on light-duty, sick leave, holiday pay and vacation pay will continue to accrue at the employee's regular rate. There shall be no charge to the employee's sick leave, holiday or vacation pay banks for the time spent working in a limited-duty capacity

ARTICLE 9 – LEAVE WITH AND WITHOUT PAY

Section 9.1 Sick Leave

- A. Accrual: All employees accrue sick leave as an insurance against the impact of illness or injury. Sick leave shall accrue at the rate of 96 hours per calendar year and will be accrued at the rate of 3.7 hours of sick time per pay period (96 hours divided by 26 pay periods = 3.7). Accrual shall begin upon the commencement of employment and shall continue to accrue while an employee is on paid leave, including leave for which an employee is receiving workers' compensation benefits. Paid sick leave benefits do not accrue during periods an employee is on unpaid leaves of absence or long term disability. Unused sick leave shall

accumulate to a maximum of 2520 hours. Part-time employees shall accrue sick leave on a pro-rata basis up to a maximum of 1260 hours.

B. Use of Sick Leave: Employees may utilize their earned sick leave for the following purposes:

1. When the employee is unable to perform their his/her work duties by reason of off-the-job illness, injury or pregnancy, exposure to contagious disease under circumstances which the health of the employees with whom associated or members of the public necessarily deal with would be endangered by attendance of the employee.
2. When the employee is unable to perform his/her work duties by reason of on-the-job injury or illness in the amount of the differential between the employee's time loss benefits and his/her regular wage.
3. For medical or dental appointments when, due to the employee's work schedule, the employee is unable to schedule such appointments outside of work hours. In this instance, appointments will be scheduled to minimize interference with the work schedule; it is recognized that each employee has the responsibility to make every effort to schedule appointments during off-duty hours.
4. When required to provide care for an ill or disabled member of the immediate family for up to two (2) consecutive workdays in order to make arrangements for alternative care providing, however, succeeding days off may be charged to vacation, compensatory time or holiday time, if necessary For the purpose of this Section, "immediate family" includes: mother, father, son, daughter, spouse, domestic partner, as defined in Article 8, Section G. sibling, and other relatives residing in the employee's immediate household.

C. Donation of Sick Leave: An employee may donate up to forty (40) hours of sick leave per calendar year to another employee annually as approved by the Chief of Police or City Manager. The sick leave donated will be valued at the hourly rate of the donor. To be eligible, a donee must have exhausted all sick leave, compensatory time, vacation and holiday time prior to receipt of any donated sick leave.

D. Substantiation: The City may require an employee to submit verification of eligibility for sick leave from an employee's doctor or healthcare professional as whenever the employee's sick leave usage exceeds three (3) consecutive workdays or whenever the City can articulate a good faith concern (e.g. questionable patterns of absence, suspicious explanations, etc.), regarding the employee's eligibility to receive sick leave. Receipt of verification may be required as a condition of payment. In the event verification is required, out-of-pocket cost billed by the doctor or healthcare professional to obtain the necessary verification shall be paid by the City to the extent such costs are not covered by

insurance. Verification may be required for absences due to illnesses and injuries of the employee or to substantiate that the employee's attendance is needed to care for an ill or injured family member.

- E. Reporting Absence: Any employee who is ill and unable to report to work shall notify the on-duty supervisor or, in the event the on-duty supervisor cannot be reached, his/her immediate supervisor at least one (1) hour prior to the employee's reporting time. In case of a continuing illness, the employee shall keep his/her immediate supervisor advised of his/her inability to report to work on a daily basis. However daily notice will not be required in situations where the employee has submitted written verification from his/her doctor or health care professional of his/her need to be absent from work for a definite period or as otherwise approved by his/her supervisor.
- F. Sick Leave on Retirement: Upon retirement of an employee, as permitted by applicable law, fifty (50%) percent of an employee's unused sick leave shall be credited to retirement.

Section 9.2 Family Medical Leave

The City will comply with the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) Generally these laws provide leave for the employee's own serious health condition, for the serious health condition of specified family members, for parental leave purposes, and to care for a child who needs home care but does not have a serious health condition.

The employee may be required to have his/her healthcare provider complete a medical certification form to substantiate eligibility for FMLA and OFLA Leave and as necessary to obtain a second and/or third opinion. Should the employee be required to provide a certification or to obtain a second or third certification for family leave purposes, the employer shall bear the cost of such certifications. Employees may be required to provide a fitness for duty certification before returning from family leave, except in the case of childbirth or adoption, and only if the employee has taken leave for a serious health condition or if the City believes the employee is not fit or may be unable to perform duties as assigned.

When sick leave is used for FMLA/OFLA qualifying purposes, the leave will be counted against the employee's FMLA and/or OFLA entitlement, as permitted by applicable law.

While out on such leave, an employee shall utilize any accrued sick leave he/she is eligible to receive under Article 9.1(B) above. Employees who are absent from work for FMLA or OFLA qualifying reasons, but who are not eligible receive sick leave benefits or have depleted sick leave benefits will be paid accrued vacation pay, compensatory time and holiday pay in that order for their absence. After using all paid time, the employee may take leave without pay for the remainder of the family leave year designated by the City. Except as provided by law, family leave shall not exceed twelve (12) weeks within the family leave year specified by the City. An additional twelve (12)

weeks leave may be available for a female employee who needs pregnancy disability leave and, if the employee (male or female) utilizes family leave for parental leave purposes, additional leave may be available to care for a sick child who requires home care but does not have a serious health condition.

Section 9.3 Other Leaves

A. Jury or Witness Duty: A regular employee shall be granted a leave of absence with pay for the following.

1. Service with jury;
2. Appearance before a court, legislative committee or judicial or quasi judicial body; except in any case where the Association or the employee is a complainant against the City, 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 workday shall immediately report their availability for assignment to their supervisor and shall tender to the City any jury duty pay.

All monies received for jury duty will be surrendered to the City. Pay for jury or witness duty shall be limited to the pay an employee would receive for his/her regular workday. Employees are not entitled to overtime pay for jury or witness duty.

B. Personal Unpaid Leave: A regular employee may be granted leave of absence without pay when the work of the Department will not be handicapped by this absence. Requests for such leaves must be in writing and must establish justification for the approval by the Department Head or City Manager. Leaves of absence up to two (2) weeks without pay may be granted by the Department Head. Leaves of absences for longer than two (2) weeks must be approved by the City Manager.

C. Military and Peace Corps Leave: Military and Peace Corps leave shall be granted in accordance with applicable law.

D. Bereavement Leave: Following a death in the employee's immediate family, the employee is entitled to a maximum of three (3) days bereavement leave with pay, plus two (2) additional days available chargeable to any accrued leave at the discretion of the Chief of Police. For the purpose of Article 9.1(F), the immediate family includes: mother, father, son, daughter, sibling, husband, wife, domestic partner as defined in Article 8.1 mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparent, and other relatives residing in the employee's immediate household.

E. Extended Medical Leave: Additional leave without pay may be offered as a reasonable accommodation to an employee who is also a qualified individual with

a disability, unless it would be an undue hardship on the City in accordance with the ADA and state law. The City may impose conditions or restrictions as permitted by Oregon or Federal law.

Section 9.4 General Rules

- A Failure to Return from Leave: Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence shall be considered as having resigned employment with the City and the position shall be declared vacated, except and unless the employee, prior to the expiration of the employee's leave of absence or as allowed by family leave laws, has furnished evidence that the employee is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond the control of the employee.

- B Absence Without Leave: Except as allowed by family leave laws with respect to unanticipated need for family leave, an absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this resolution shall be deemed to be an unauthorized absence. An employee who has an unanticipated need for family leave must comply with the notice requirements under State and/or Federal law. Unauthorized absences shall be without pay and may subject an employee to disciplinary action.

ARTICLE 10 – VACATION AND HOLIDAYS

Section 10.1 Vacation

- A. Accrual for Regular Employees: Regular employees shall accrue vacation time on a monthly basis which shall vest after twelve months of continuous employment. After completion of the twelve months, the appropriate amount of vacation shall be credited to the regular employee. Regular employees shall earn vacation as follows:
 - 1. From one (1) through two (2) years of employment at a rate of six point seven (6.7) hours per month of employment.
 - 2. Commencing with the third (3rd) year of employment at a rate of eight (8) hours per month of employment.
 - 3. Commencing with the fifth (5th) year of employment at a rate of ten (10) hours per month of employment.
 - 4. Commencing with the tenth (10th) year of employment at a rate of twelve (12) hours per month of employment.

5. Commencing with the fifteenth (15th) year of employment at a rate of sixteen point seven (16.7) hours per month of employment.
- B. Accrual for Regular Part-Time Employees: "Regular part-time" employees shall accrue vacation in accordance with Article 1.2(C).
- C. Eligibility: All compensable hours and hours lost due to bona fide illness, accident or injury shall count toward years of service for vacation and annual leave eligibility.
- D. Maximum Accrual: An employee may accrue a maximum of 400 hours of vacation time. Any excess hours over 400 will be forfeited without compensation.
- E. Effect of Holidays: When an authorized holiday occurs during the vacation period, such day shall be observed as a holiday and not be deducted from earned vacation.
- F. Effect of Separation: Any vacation owed to a terminating employee shall be added to the employee's final pay.
- G. Pay for Vacation: An employee, subject to availability of funds and Chief of Police approval, may elect to receive 40 hours of pay in lieu of 40 hours of vacation if such pay is taken concurrently with 40 hours of accrued leave.
- H. Vacation Selection: Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation time subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the City's right to so arrange scheduling that each employee has an opportunity if the employee chooses to use at some time during the fiscal year the full amount of the vacation credit which the employee could accumulate in twelve (12) months of continuous service.

Vacation time shall be selected on the basis of seniority provided, however, that employees will be permitted to exercise their right of seniority only once annually for one (1) block of time period. Thereafter, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling. Each employee must make a good faith effort to schedule at least one (1) block of time, at least one (1) week off, during each year.

One officer per patrol team will be allowed to be on vacation at any one time unless more are approved by the Chief or designee. This limitation shall not apply if an officer with previously approved vacation is switched to a different patrol team provided, however, that vacation may be disapproved or canceled in the event of a staff reduction or an unforeseen emergency.

- I. Concurrent Leaves: If the leave is for a qualified State or Federal family leave purpose, all leaves of absence, no matter how classified, shall be counted against the employee's family leave entitlement. In such a case, upon request, the employee shall provide health care provider certifications, including second and third opinions and fitness for duty certifications, as provided by family leave laws.

Section 10.2 Sworn Employees' Holidays

- A. Holidays: Sworn police officers shall be entitled to take twelve (12) paid floating holidays off per fiscal year.

1. A member assigned to a twelve (12) hour Shift will earn twelve (12) hours of floating holiday time off per month (5.54 hours per pay period).
2. A member assigned to a ten (10) hour Shift will earn ten (10) hours of floating holiday time off per month (4.62 hours per pay period).
3. A member assigned to an eight (8) hour Shift will earn eight (8) hours of floating holiday time off per month (3.70 hours per pay period).

Holiday time off may be scheduled and approved up to ninety (90) days in advance on a first come, first serve basis. Employee may not accrue more than twenty-four (24) hours of holiday time.

- B. Scheduling: Holiday scheduling is an employee responsibility. Employees will schedule holidays in good faith based on days available with supervisor's approval, which could be withheld only to meet operational and staffing needs. Holiday time off not taken in accordance with this Article will be lost unless not taken or canceled by the department for operational reasons, in which case it will be paid. Detectives and school resource officers shall schedule off the ten (10) holidays listed in 10.3 (A), below, and may utilize accrued holiday time, vacation time, or compensatory time or take off the day on an unpaid basis.

Section 10.3 Other Employee Holidays

- A. The following shall be recognized and observed as guaranteed paid holidays for all non-sworn employees in the bargaining unit. On these holidays, the business office will normally be closed. The two additional personal leave days will be treated as set forth below.

- | | |
|-----------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin L. King Day | 7. Veteran's Day |
| 3. President's Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

- B. Personal Leave: In addition to the above authorized holidays, employees described in 10.3, above, shall receive 16 hours of Personal Leave per fiscal year.

Personal Leave will be granted on July 1st of each fiscal year and must be utilized by June 30th of the same fiscal year. Personal leave may be taken in one-hour increments. Employees are to request time off with their supervisor in advance. Time off will be granted on the basis for each unit of time off requested; an equal amount of time must be given, (example: for one-hour off, one-hour advance notice must be given, two-hours off, two-hours advance notice, etc.). Personal leave may not be carried over to the following fiscal year or credited to another type of leave. Personal leave days are not compensable and are not paid at separation.

Section 10.4 Weekend Holiday

For non-sworn employees, Detectives and SRO's, whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday.

Whenever a holiday falls during paid vacation, paid sick leave or other paid leave, the holiday shall be observed and no charge shall be made against the employee's paid leave account for that day.

Section 10.5 Holiday Pay

For non-sworn personnel, work performed on holidays which falls within the employee's work week shall be considered as overtime work and shall be compensated in the same manner as overtime. For purposes of holiday compensation, an employee whose shift begins on the holiday shall receive holiday pay for the full regular shift.

ARTICLE 11 – PROBATION

An appointment shall be made as a probationary employee. The probationary period for sworn personnel may be any time period up to eighteen (18) months, and may be extended beyond eighteen (18) months if mutually agreed to by the Police Chief and the Association. The total probationary period for sworn personnel shall not exceed twenty-four (24) months. Non-sworn personnel shall serve a probationary period of up to twelve (12) months.

The probationary period shall be a part of the examining process and determine the qualifications of the candidate. The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal at any time during the probationary period. Article 17 of this Agreement does not apply to the probationary employee.

ARTICLE 12 – SENIORITY

Section 12.1 Seniority

- A. Seniority Defined: Seniority is determined by the length of an employee's service with the Police Department in the bargaining unit. The length of an employee's service in the employee's current classification determines seniority for the purpose of shift bidding.
- B. Seniority List: The City shall provide each employee with a copy of the seniority list on July 1 of each year.

Section 12.2 Layoff and Recall

- A. Layoff: The City may lay off an employee when the City determines it necessary to abolish a position or that a shortage of funds or work exists. Layoff shall be by specific job classification and shall be in ascending order (bottom to top) of an employee's hire date seniority. An employee shall be given notice at least fifteen (15) days before the effective date stating the reasons for the layoff.
- B. Recall: Employees shall be recalled from layoff in their classification according to their seniority in that classification. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work have been recalled.
- C. Layoff List: Layoff status shall be maintained for a two (2) year period. It shall be the obligation of the employee to maintain a current address with the City during this period.
- D. Bumping: A bargaining unit member scheduled to be laid off may utilize seniority to bump a less senior bargaining unit member in a lower classification and move to a different classification if the bargaining unit member is presently qualified and certified to perform, immediately, all of the duties and responsibilities of the different classification.

Section 12.3 Continuity of Service

Service requirements for advancement within salary range, extended steps, holidays and vacation shall be based upon continuous and total service as a regular employee.

- A. Leaves of absence without pay of thirty (30) working days or less, and leaves with pay, shall not interrupt continuous service nor be deducted from total service.
- B. Leaves of absence without pay in excess of thirty (30) working days, except for extended military leave, shall be deducted in computing total service but shall not serve to interrupt continuous service.

- C. All unauthorized absences without leave shall be grounds for disciplinary action.

ARTICLE 13 – USE OF ALCOHOL AND DRUGS

Section 13.1 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 co-workers and the general public. The City is committed to maintaining a safe and health 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 parties also recognize the City's responsibilities pursuant to the Drug Free Work Place Act of 1988. The Association and the City acknowledge that employees shall not report to work under the influence of intoxicating liquor or illegal drugs. All employees 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. The parties recognize that 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.

Section 13.2 Employee Assistance Program

The City will select 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.

Section 13.3 Employee Education

The City will afford employees an opportunity to deal with drug and alcohol related problems. The City's Human Resources Office 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.

Section 13.4 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.

Section 13.5 Reports of Alcohol and Drug Arrests and Convictions

Each employee must report facts and circumstances to the Police Chief no later than five (5) days after arrest or conviction for violating any criminal drug or alcohol related statute.

Section 13.6 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, except as necessary in the performances of duties (confiscated evidence; approved undercover operations, etc.)
- 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. It is recognized that employees may be recalled to duty during normal off-duty hours. The callback of employees who have consumed alcoholic beverages during off-duty hours is discouraged. However, when operational need dictates the necessity to attempt to recall such employees, caution and good judgment must be exercised. There shall be no disciplinary action if refusal to return to work would cause a person to violate a state or federal law by doing so. The employee is required to notify the supervisor upon being contacted for recall that the employee has consumed alcoholic beverages within four (4) hours of responding to the callback. The supervisor will evaluate the employee's fitness to be recalled to work and will make a decision regarding such. Nothing in this provision relieves either the employee or the supervisor of the obligation to act in a safe and responsible manner.
- 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 “positive” for cannabinoids (marijuana or hashish) if the employee’s urine test indicates fifty (50) or more nanograms THC metabolites/ml.
- E. For purposes of this Article, the term “controlled substance” shall be defined in accordance with ORS 475.005(6).

Section 13.7 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.

Section 13.8 Discipline and Other Action

- A. Except as described in paragraph “B” of this section, prohibited conduct described in Sections 13.6(A), (C) and (D) above can result in termination. Prohibited conduct described in Section 13.6(B) shall result in actions specified in Section 13.10 below.
- B. Employees found to have committed prohibited conduct described in Section 13.6(D) as a direct result of undercover police work assignments shall be subject to the requirements of Section 13.10 of this Article.

Section 13.9 Mandatory Testing

- A. Employees will be required to undergo mandatory testing as follows:
 - 1. Reasonable Suspicion Testing 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 control 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 can subject an employee to immediate termination, subject only to such procedural safeguards as are required by law.

2. Random Testing During any fiscal year, the City may test up to 30% of those employed in the classifications of Police Officer for drugs on a random basis. Testing shall be conducted at unannounced times, as designated by the Chief of Police. Employees subjected to random testing will be selected from a pool of identification numbers by the City's contract testing service. (In accordance with Random Drug Testing Protocols. Attachment D).

In the event that an employee who is randomly selected for testing is on vacation, sick leave, FMLA/OFLA leave or is absent from work due to training or other authorized reasons, that employee's random testing may be deferred by the City. However, any employee whose test is deferred may be required to submit to unannounced testing at any time within ninety (90) days of the date he/she would have otherwise been required to submit to testing.

- B. When the employee is notified that the employee is required to consent and submit to such tests or searches as described in Section 13.12 of this Article, the employee may request the presence of an Association representative to witness the tests or searches. The test or searches may not be unduly delayed in order to wait for a representative. The absence of a representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches. The presence of a representative shall not disrupt or interfere with the tests or searches.
- C. Before a supervisor, acting on behalf of the City under this policy, may require an employee to consent and submit reasonable suspicion testing as specified in this section, the supervisor must first obtain concurrence from the supervisor's Department Head or designee 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).
- D. 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.
- E. 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 the employee's body.
- F. 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 the employee's own expense at a laboratory approved by the City.
- G. The procedure followed under this Article 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 results 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.

Section 13.10 Consequences of Test Results

- A. Test results which do not positively establish that the employee has engaged in prohibited conduct as described in Sections 13.6(B) or 13.6(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 committed prohibited conduct specified in Sections 13.6(B) or 13.6(E) as a direct result of undercover police work assignments referenced in Section 13.8(B) 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 their termination from employment.

- C. If an employee has previously committed prohibited conduct specified in Sections 13.6(B) or 13.6(D) 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, the employee 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.

Section 13.11 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 13.9 of this Article, the employee notifies a supervisor that they have 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 13.9 of this Article, then the employee shall immediately submit to 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, the employee can be terminated.

Section 13.12 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 can result in termination.

Section 13.13 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 13.6(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 13.8, 13.10(B) or 13.10(C) as though a positive blood or confirmed urine test had been administered.

ARTICLE 14 – COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

Section 14.1 Complaints, Investigations and Discipline

All discipline and termination actions shall be only for just cause using the principles of progressive discipline and adhering to the procedure set forth in Appendix B and Appendix C. Appendices B and C shall not be changed without bargaining.

ARTICLE 15 – PERSONNEL RECORDS

Section 15.1 Personnel Record

The City shall maintain a personnel record of each employee in the City service. This record shall be the official record of the City and shall contain copies of all official reports, memos, letters, personnel actions, etc., relating to the employee's performance and employment status.

Section 15.2 Inspection of Record

An employee may inspect the contents of the employee's personnel record, except for confidential reports from previous employers, upon the employee's oral request to do so. An employee's official representative, with the permission of the employee, may inspect all records pertaining to the employee except confidential reports from previous employers. Should the employee's personnel record contain a psychological or psychiatric report which could be harmful for the employee to review, the City may elect to disclose the report to the employee's physician of choice.

Section 15.3 Critical Entries

No disciplinary action, evaluation document, or complaint will be placed into an employee's personnel file without a copy being provided to the employee. Normally, the employee will be asked to acknowledge receipt of a copy by affixing the employee's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof.

Section 15.4 Rebuttal Material

If an employee believes that there is material in the personnel record which is incorrect or derogatory, the employee shall be entitled to prepare in writing an explanation or opinion regarding the particular material, and this shall be included as a part of the personnel record. If the employee believes that such specific information should be removed entirely from the files, the employee may petition for such consideration to the City.

Section 15.5 Entries Dated

Each entry into the employee's personnel file shall be dated.

Section 15.6 Removal

An employee may request the removal of disciplinary documents from the employee's personnel file at any time. Any such request shall be made to the Chief and may be appealed to the City Manager.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 Grievance Procedure

Grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Such grievance shall be settled in the following manner:

Step One: Should an employee believe that an employee's rights under this Agreement have been violated, within fourteen (14) calendar days of the date of such grievance or knowledge thereof, the employee shall report the matter in writing to the employee's immediate supervisor. The written grievance shall be on a form approved by the City and Association and shall include:

1. A statement of the grievance and relevant facts;
2. Provision of the Agreement violated; and
3. Remedy sought.

Within fourteen (14) calendar days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit an answer in writing to the employee.

Step Two: If the grievance still remains unsettled, within fourteen (14) calendar days after the reply of the immediate supervisor is received or the date that such reply is due, the Association may submit the grievance in writing to the Police Chief. The Chief shall respond in writing to the employee within fourteen (14) calendar days.

Step Three: If the grievance still remains unresolved, within fourteen (14) calendar days, the Association may submit the matter in writing to the City Manager. The City Manager shall respond in writing to the employee within fourteen (14) calendar days.

Step Four: If the grievance still remains unsettled, within ten (10) days after the reply of the City Manager is due, the Association may serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

After the grievance has been so submitted, the Association may request from the Oregon Employment Relations Board a list of seven (7) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit the decision within thirty (30) days of the date of the hearing.

Section 16.2 Cost of Arbitrator

Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of witness fees, if any. The cost for the arbitrator, court reporter (if any), and the hearing room shall be borne by the losing party. The arbitrator shall designate the "losing party." The arbitrator's designation of the "losing party" shall be final and binding.

Section 16.3 Time Limits

Any or all time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to respond within the time limit shall permit the grievance to proceed to the next step. The grievance may be terminated at any time upon receipt of a signed statement from the employee that the matter has been resolved through Step Three of the Grievance Procedure.

ARTICLE 17 – SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by final order of any court of competent jurisdiction or administrative agency having jurisdiction over the subject matter, or by legislation of the State of Oregon or federal government, such decision or legislation shall apply only to the specific article, section or portion thereof directly affected. Upon issuance of any such decision or legislation, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

ARTICLE 18 – TERM OF AGREEMENT

Section 18.1 Term of Agreement

Any specified Article or Articles of this Agreement may be opened for negotiation by mutual written consent of both parties at any time during the life of the Agreement.

This Agreement commences on July 1, 2006, and terminates on June 30, 2009. The parties will commence negotiations on or about January 1, 2009. This Agreement will remain in full force and effect during the period of negotiations.

CITY OF KEIZER, OREGON

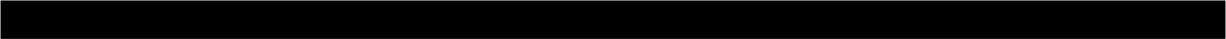
KEIZER POLICE ASSOCIATION

Chris Eppley	Date
City Manager	

Jeff Goodman	Date
President	

H. Marc Adams	Date
Chief of Police	

David Zavala	Date
Vice President	



MONTHLY SALARY SCHEDULE

Effective July 1, 2006

CHAPTER 8

COMPLAINTS AND INVESTIGATIONS

8.00.00 PURPOSE. It is essential that public confidence be maintained in the ability of the department to investigate incidents and properly adjudicate complaints against its members, determine the facts, ensure accountability and correct deficiencies. The department explains facts and circumstances determined by the investigation, subject to public disclosure, to assist the citizen complainant and the public to understand proper police procedures when officers are exonerated. Additionally, the Chief of Police has the responsibility to discipline those members whose conduct is determined to be improper, discredits the department, impairs its effective law enforcement operations, or constitutes a violation of department policy, procedure or law.

8.01.00 POLICY. The department accepts complaints against its members and will fully investigate each. Investigations shall be conducted in a fair and impartial manner with truth as the primary objective. The rights of employees and the public must be preserved. Investigations of complaints and serious incidents are conducted to provide accountability to the public and to provide protection to the falsely accused employee, assess training needs, facilitate reevaluation, or instigate formulation of departmental policies and procedures.

8.02.00 RECEIVING COMPLAINTS CONCERNING OFFICIAL CONDUCT. Complaints may be received by telephone, letter or in person. It is preferred, however, that complaints be received in person by a supervisor. Supervisors may attempt to resolve complaints that fall within their scope of authority.

8.02.01 CITIZEN COMPLAINTS. Any citizen who wishes to file a complaint against a department member shall not be dissuaded to do so and will be informed of the manner in which this may be done.

8.02.02 CITIZEN COMPLAINT STATEMENT AND PROCEDURES. When a citizen wishes to file a complaint, a supervisor receiving the complaint shall:

- A. Request the complainant to complete a "Citizen Complaint Statement" (see Attachment A).
 1. If complainant declines to complete the Citizen Complaint Statement, the supervisor receiving the complaint shall note that fact and document all relevant facts.
 2. Anonymous complaints may be accepted if there appears to be merit; however, the citizen should be encouraged to file a signed statement.
 3. Third party complaints will be accepted if, after review by the supervisor, it is decided that there is reasonable suspicion to believe that a violation of department policy or of law has occurred.

- B. Request the identity of the complainant and any witnesses, including addresses and phone numbers, in each case.
- C. Maintain confidentiality if requested by the complainant.
- D. Mark the Citizen Complaint Statement form and/or memorandums regarding the matter "confidential" and forward to the Chief of Police prior to any active investigation of the complaint.
- E. After completion of the investigation, the citizen shall be notified as to the final disposition of the complaint, if subject to public disclosure.

8.02.03 RECEIVING A COMPLAINT BY A DEPARTMENT MEMBER. Any department member who has reason to believe that another member has violated a law, order, rule, directive or procedure shall discuss the matter with a supervisor.

8.03.00 COMPLAINT PROCESS. Complaints regarding any department member (whether originating from a citizen, fellow member, supervisor/commander, or another agency) shall be referred to a supervisor or the Chief of Police. Depending on the nature of the allegations and range of possible outcomes, the matter may be handled by a supervisor. Serious matters that could result in suspension or discharge will be referred to the Chief of Police who will review the complaint and initiate an investigation using Department personnel or outside assistance to investigate. Initially, each investigation will be categorized by the Chief of Police as either an **Administrative Inquiry** or an **Internal Affairs Investigation**. *All internal investigations shall be treated as confidential.*

8.03.01 ADMINISTRATIVE INQUIRIES. Administrative Inquiries involve investigations into minor policy or procedural infractions by members, or into serious incidents which warrant complete investigation and documentation. These shall not be considered "Internal Affairs Investigations". Administrative inquiries concern matters which, experience and common sense indicate, are subject to resolution at the supervisor/commander level and **are not intended** to lead to suspension, demotion or discharge.

8.03.02 INTERNAL AFFAIRS INVESTIGATIONS. Internal Affairs Investigations involve investigations of a charge of more serious misconduct. Supervisory and command personnel are expected to investigate complaints of events of a potentially serious nature which come to their attention. The degree to which a supervisor/commanding officer investigates a charge of misconduct will depend on the immediate circumstances. The supervisor or commanding officer must determine the propriety of conducting the investigation.

If a supervisor believes the circumstances warrant, the Chief of Police will be contacted prior to commencing an investigation of a charge of more serious misconduct. Results of the investigation by the supervisor will be forwarded to the Chief of Police who will determine what further action is warranted.

8.03.03 WRITTEN REPORTS BY DEPARTMENT MEMBERS. Members involved in significant incidents may be interviewed by Department investigators and provide a brief

City of Keizer & Keizer Police Association
CBA - 2006-2009

statement. In order to preserve and protect the scene, apprehend suspects, and protect officers and the public, the involved member will provide the brief statement prior to leaving work. Those members will be given the right to consult Association or attorney representation prior to any further oral or written statement. The investigator who interviews the member will prepare a report of that interview. Supervisors will review the written report and ensure that all relevant issues have been addressed. Where a report is found to be deficient, it will be returned to the investigator with direction to cover additional points.

8.03.04 DUTY STATUS OF DEPARTMENT MEMBERS. At the discretion of a supervisor or the Chief of Police, members may be relieved from duty with pay pending the outcome of the complaint process. This action is administrative and does not constitute discipline.

8.04.00 INVESTIGATIONS. Every complaint shall be investigated to determine the facts involved. If there appears to be justification for the complaint, the investigation will continue until all the facts are collected. Personnel conducting Administrative Inquiries shall analyze the complaint and conduct such inquiries as may be required. Supervisors may direct administrative relief from duty pending completion of an investigation, or take or recommend appropriate disciplinary action upon completion of an Administrative Inquiry. Supervisors will refer to the Chief of Police those complaints that would be more appropriately handled through the Internal Affairs Investigation category.

Complaints that appear to warrant suspension without pay, criminal charges, dismissal, or if it appears such action is likely to result from further investigation or internal proceedings then the complaints shall be referred by the supervisor to the Chief of Police. If it becomes apparent that there is reasonable cause to believe a member has committed a crime or violation of law, or as soon as it is determined that a member may have committed a crime, or in any instance involving a police related death, the available information will be presented to the Chief of Police who shall determine how the investigation will proceed. The Chief of Police will determine whether the department will retain investigative responsibility or refer the investigation to an outside agency.

8.04.01 MEMBER RESPONSIBILITIES. A member under investigation for non-criminal misconduct may be required to meet with a supervisor or an Internal Affairs investigator for an interview when a formal complaint has been filed against the member and such member has been notified of the complaint. When to do so does not jeopardize the interests of the City, at least 24 hours notice will be given, including right to Association representation. Other employees will also be interviewed as appropriate.

Members will cooperate with the internal investigation process and answer fully all questions which they may be asked regarding an Internal Affairs investigation. At the same time, no employee shall be deprived of any rights or freedoms afforded any ordinary citizen by the United States Constitution or by laws of the State of Oregon.

8.04.02 INTERNAL AFFAIRS INVESTIGATION PROCEDURES. Only the Chief of Police may initiate an Internal Affairs investigation.

- A.** The Chief of Police, or the Internal Affairs investigator at the Chief's direction, shall cause the accused member to be notified of the investigation in a timely manner. This will be done by distribution of one copy of the complaint, provided the allegations are not criminal in nature and such notification will not hinder the investigation. It will also include any other witness statements or reports which state facts on which the charges are based, unless to do so will compromise the investigation. This notification shall include the nature of the investigation and, if and when known, whether the member is a witness or suspect. The member will be informed of other information necessary to reasonably describe the nature of the allegations under investigation. Information will be provided at least 24 hours prior to interview.
- B.** Prior to the interview, if the subject under investigation concerns potential discipline against the member, the investigator shall advise the member of the following:
1. The nature and circumstances of the subject matter of the interview, and the right of the employee and their representative to clarify questions.
 2. The member may suggest witnesses and evidence favorable to such member.
 3. The member under investigation may tape record any and all portions of the interview.
 4. Failure to cooperate with the investigation may subject the member to disciplinary action.
- C.** Interviews will be conducted when the member is on duty unless the seriousness of the investigation or other circumstances dictates otherwise. Ordinarily, interviews will take place at the police department office. The nature of the situation or the need for a walk-through or re-enactment may necessitate another location.
- D.** The member may have an Association representative present to witness the interview provided the representative does not interfere with the interview.
- The Association representative shall not interfere with the interview and shall conduct him/herself as described in Section 8.04.05.
- E.** Interviews shall be conducted under circumstances conducive to obtaining an accurate account of what transpired and with due regard for the physical and emotional needs of the member. At all times, members subject to investigation shall be treated as the investigator would wish to be treated were the investigator subject to inquiry. For example, interviews shall not be unreasonably lengthy and the member shall be entitled to reasonable intermissions for personal necessities, telephone calls and rest periods. Interviews shall be limited in scope to activities,

circumstances, events, conduct or matters that pertain to the subject of the investigation. Interviews shall be devoid of coercion and intimidation.

- F. The complete interview of a member may be recorded consistent with applicable laws. If a tape recording is made of the interview, a member under investigation shall have access to the tape after request. If a transcription of the taped interview is made, the member under investigation shall be provided a copy of the transcription. A member under investigation may use a personal recording device and record any aspect of an interview.
- G. A member of the department shall not be subject to having the member's residence, private place of business, or personally owned private vehicle searched without the member's consent unless a valid search warrant has been obtained.

8.04.03 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege a criminal violation, will be investigated as any other criminal matter. During the investigative process, the member involved may be reassigned or administratively suspended with pay, and not as discipline, at the discretion of the Chief of Police. An employee facing criminal charges may request suspension without pay pending a resolution of the charges. Members under criminal investigation will be afforded the same rights as any other suspect. Once the criminal investigation is complete, an Internal Affairs investigation or disciplinary process may be initiated. If appropriate, an Internal Affairs investigation may be conducted contemporaneously with a criminal investigation.

8.04.04 ADVICE OF RIGHTS. In the event a member is identified as a criminal suspect, the employee shall be so advised. In this circumstance, "The Warning and Assurance to an Employee Requested to Provide Information on a Voluntary Basis" (see Attachment B) may be used. A member who is not a criminal suspect but who refuses to make a statement may be subject to discipline.

If a member who is a criminal suspect or who exercises Fifth Amendment rights not to incriminate himself is ordered to submit a report or answer questions under these policies, the responses may not be used against the officer in criminal proceedings (Garrity v. New Jersey, 385 U.S. 493 (1967)). A "Warning and Assurance to Employee Required to Provide Information" (see Attachment C) shall be used. Where a statement is obtained based on the Garrity procedure, care shall be taken to ensure that confidentiality of the statement is maintained. It shall not be shown or communicated by the Internal Affairs investigator to any person except the Chief of Police for so long as a criminal investigation is ongoing.

8.04.05 ASSOCIATION REPRESENTATION. An Internal Affairs investigation is an administrative matter. A member involved has the right to meet with or seek advice from an Association representative prior to an interview if the member reasonably believes he/she may be subject to discipline.

- A. In such case, if the member appropriately requests the Association representative and does not waive that right, the Internal Affairs investigator may:

1. Grant the request and defer the interview until an Association representative is present. The schedule of such representative will be reasonably accommodated and the representative will make reasonable efforts to accommodate the I.A. investigator.
 2. Give the member a choice of having the interview without Association representation or having no interview at all.
- B.** The role of the Association representative, if present at an interview of a department member, is limited as follows:
1. The representative may inquire at the outset of the interview regarding its purpose including inquiring about the general subject matter of the questioning to follow.
 2. During the questioning of the employee by the employer, the representative may participate only to the extent of seeking clarification of questions.
 3. After the employer has completed the questioning of the employee, the representative may ask the employee questions designed to clarify previous answers or to elicit further relevant information.
 4. Before the end of the meeting, the representative may suggest to the employer other witnesses to interview and may describe relevant practices, prior situations or mitigating factors that could have some bearing on the employer's deliberations concerning discipline.

If an employee refuses to participate in an interview and the purpose of the interview does not relate to discipline of that employee or the employee's belief that discipline, which may result, is not reasonable, the investigator shall so inform the employee. The employee's failure to proceed under such circumstances may lead to discipline.

8.04.06 INVESTIGATION REPORTS. All information developed during an investigation is to be treated by the Internal Affairs investigators with the strictest confidence. Upon completion of the investigation, a complete written report shall be submitted to the Chief of Police, and investigated employee, which shall include but not be limited to:

- A.** Summary of the investigation.
- B.** The original and all subsequent statements of the complainant.
- C.** Statements of involved personnel.
- D.** Statements of all witnesses.
- E.** Description and analysis of all evidence which clarified what the physical evidence tends to prove.

- F. Listing of documents.

8.05.00 DISPOSITION OF COMPLAINTS. The Chief of Police or designee will, upon completion of the review of charges, will classify the complaint as follows and promptly notify the affected Department member as to the disposition of the complaint.

- A. **Not involved.** Investigation establishes that the effected member was not involved in the alleged incident.
- B. **Unfounded.** The acts complained of did not occur or did not involve department personnel.
- C. **Exonerated.** The alleged conduct occurred but it was justified, lawful and proper.
- D. **Not sustained.** The investigation does not reveal evidence sufficient to prove the allegation made in the complaint.
- E. **Sustained.** The allegation is supported by sufficient evidence.
- F. **Chargeable.** The investigation establishes that the member was substantially at fault in an automobile accident.
- G. **Non-chargeable.** The investigation establishes that the member was not substantially at fault in an automobile accident.

8.06.00 REVIEW OF USE OF FORCE. In the event of either accidental or purposeful discharge of a firearm by a department member, such member shall immediately notify the supervisor of the incident, and provide information requested in order to preserve and protect the scene, apprehend suspects, and protect officers and the public. The employee will be given the right to Association or attorney representation prior to being required to give any further oral or written statement. The investigation into the discharge of the firearm will be conducted in accordance with the policy concerning firearms discharge (Section 13.04.00 et seq).

8.07.00 REVIEW OF VEHICLE ACCIDENTS. When an member is involved in an accident with a department vehicle, such member shall immediately notify the supervisor of the incident and will file a detailed report, with the right to consult Association representation prior to written or further oral statement. The supervisor will conduct an investigation of the accident and make a preliminary finding of chargeable or non-chargeable. The Chief of Police will review the supervisor's investigation, issue final findings and take appropriate remedial action.

8.08.00 BOARD OF INQUIRY. A Board of Inquiry may be established at the discretion of the Chief of Police for the purpose of investigating incidents in which department personnel are involved in order to evaluate methods and policies and to determine procedural or policy deficiencies. The composition of the Board will be determined by the Chief of Police based upon expertise, objectivity and other traits deemed desirable. Objectives, operational guidelines

and the necessary authority to complete the assignment will be provided to the Board in writing by the Chief of Police.

CHAPTER 9

DISCIPLINE

9.00.00 PURPOSE. This chapter is responsive to and closely related with the investigation and disposition of complaints (KPD Policy Chapter 8).

9.01.00 POLICY. In order to protect the rights of the citizens and department members, it is the policy of the police department to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance of any department employee. At the conclusion of an inquiry, appropriate action will be taken. Discipline of a member is but one of a number of alternatives which may be appropriate.

9.02.00 DISCIPLINARY SYSTEM AND THE CONCEPT OF DISCIPLINE.

Aspects of Department administration, which have an impact on discipline within the Police Department, include selection, training, direction, supervision and individual accountability. These elements are interdependent. The Department's view of discipline involves a system-wide approach including positive as well as punitive elements of discipline.

9.02.01 GROUNDS FOR CHARGES OR DISCIPLINARY ACTION. Grounds for discipline are not confined to violations of this manual and include conduct which the Chief of Police or a supervisor considers as constituting cause.

9.02.02 DISCIPLINARY ACTION. Violation of any of the directives contained in this manual, violations of any general or special order, or failure to meet standards which the Department may reasonably expect of a professional police officer or other Department member may be cause for disciplinary action. The type and severity of disciplinary action depends on the nature of the offense, the totality of circumstances, the number and frequency of previous acts of misconduct, the quality of overall performance, the need to maintain discipline and public trust, and other relevant factors.

9.03.00 DEPARTMENT RESPONSIBILITY. Any member of the Department who commits an offense contrary to law or violates the rules and policies of the Department, who is incompetent to perform duty as a member of this Department, or demonstrates unsuitability for further service is subject to appropriate disciplinary action.

9.04.00 RESPONSIBILITY OF THE CHIEF OF POLICE. Final disciplinary authority and overall responsibility for personnel administration rests with the Chief of Police. Except for oral and written reprimands, disciplinary actions must be taken or approved by the Chief of Police. Supervisors have shared responsibility to ensure that training, counseling and appropriate punitive measures occur.

9.05.00 [Reserved]

9.06.00 COMMAND RESPONSIBILITY. Supervisors are responsible for the performance and conduct of subordinates and their adherence to Department directives, policies and procedures.

Supervisors are authorized to take disciplinary action up to and including written reprimand. Supervisors may suspend with pay where the suspension is administrative and not as discipline.

Imposition of other disciplinary action may be recommended and will be reviewed and approved in advance by the Chief of Police.

9.07.00 FUNCTION OF POSITIVE DISCIPLINE. In the interest of discipline, it is the policy of the Chief of Police to reward, train and counsel employees in order motivate desired behavior and performance or whenever it is appropriate to assure that desired standards are understood. Such action is referred to as corrective action. Rewards include letters of recognition and/or commendation and other awards identified and determined by the Chief of Police. More severe action may be taken in those instances where warranted under the tenets of just cause.

9.08.00 TRAINING AS A FUNCTION OF DISCIPLINE. Training may be employed by itself or in conjunction with one or more other components of the discipline system. Remedial training, using training as a function of discipline, shall be fashioned as appropriate to assist the member in overcoming a perceived deficiency.

9.09.00 COUNSELING AS A FUNCTION OF DISCIPLINE. Counseling by a supervisor may be employed by itself or in conjunction with one or more other components of the disciplinary system. Counseling may occur when a supervisor reasonably believes that an employee has an existing problem or is experiencing difficulty understanding, adjusting to or responding to matters which are job related and pertain to assigned tasks, personnel or Department policies, interpersonal relationships with co-workers or matters which are largely personal but affect the employee's work performance.

Counseling may occur when a deteriorating effect on work performance is noted and there is reason to believe that counseling will assist the employee in a supportive way or otherwise have a positive impact on work performance.

The counseling process may be utilized by a supervisor and it may be initiated by a supervisor or an employee. If, in the initial counseling effort, a remedy cannot be found then the counseling process will be referred to the Chief of Police and may be referred outside the Department as appropriate, e.g., to the City Personnel Officer, a chaplain, a counseling professional or an employee assistance provider.

9.10.00 FUNCTION OF MORE SEVERE DISCIPLINE. Corrective actions constitute a component of the disciplinary system. Corrective actions permitted by the Department include:

- A. Verbal reprimand.
- B. Written reprimand.
- C. Suspension without pay which is specified to constitute punitive discipline rather than administrative action.
- D. Reduction of pay or deprivation of privileges or benefits.

- E. Demotion.
- F. Dismissal.

Verbal reprimands may be documented in the supervisor's log, calendar, or notebook. Verbal reprimands, as well as other types of discipline, may be summarized in the performance evaluation. Verbal reprimands are not grievable.

Written reprimands will be forwarded through the Chief of Police for filing of the reprimand in the member's personnel file.

9.11.00 SUSPENSIONS. A member relieved or suspended from duty shall have no department authority nor shall any such employee engage in any police or duty-related function while suspended, except for court appearances. A member relieved or suspended from duty shall not be permitted to wear the uniform of the Keizer Police Department nor permitted to use or wear any Department clothing, equipment or other items except as otherwise directed by the Chief of Police. A member relieved from duty shall immediately surrender the badge and identification card and other issued equipment as directed. Any limited or reserve officer will surrender assigned equipment as ordered by the Chief of Police.

9.12.00 EMERGENCY SUSPENSIONS. Supervisory/command officers have the authority to impose an emergency suspension, with pay, when it appears that such action is in the interest of the Department. The emergency suspension shall be effective until the next business day. Any member receiving suspension shall report to the Chief of Police at 9:00 a.m. on the following business day unless otherwise directed by the supervisor/commander who imposed the emergency suspension. This supervisor shall also report to the Chief of Police at that time.

9.13.00 DISCHARGE. After the probationary period is completed, regular members of the Department shall not be discharged except as provided for in this directive and in the applicable Association agreement or City personnel policies. This directive provides for disciplinary procedures and shall not be construed as conferring on any employee any right or expectation of continued employment. Such rights are found in the City Personnel policies and Association agreement exclusively.

JUST CAUSE. When a member is entitled by virtue of an Association agreement or City personnel policies not to be disciplined except for "cause" or "just cause," the determination shall be made by the supervisor imposing or recommending the discipline and reviewed by the Chief of Police. A number of factors may be taken into account and given appropriate weight which include:

- A. To what extent has the member been trained in the proper conduct or manner of performance?
- B. Has the member had the same kinds of performance problems in the past (the repeat offender)?
- C. Has the member been disciplined for the same or similar conduct in the past?
- D. If the member has been disciplined in the past, how has the member responded to the discipline?
- E. How serious is the offense? Is it just an annoyance? Has the member caused personal injury or property damage? Has the member done something illegal?

- F. Have other members had similar performance problems? If so, how have their situations been addressed?
- G. Are there acceptable explanations for the member's conduct that should be taken into account?
- H. How has the member performed in the other aspects of employment?
- I. Are there personal problems that account for the conduct?
- J. Has the Department taken reasonable steps to help the member correct the problem?

9.15.00 PRE-DISCIPLINARY DUE PROCESS PROCEDURES. The following procedures shall apply to all disciplinary actions.

9.15.01 SUSPENSION WITH PAY. Due process is not a factor when considering this type of action. Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, e.g., when a member is involved in a traumatic incident or is suspected of misconduct which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to restore the member to duty status or change the suspension to one without pay if the facts warrant such action.

9.15.02 SUSPENSION WITHOUT PAY/REDUCTION IN PAY/REDUCTION IN RANK/ANY COMBINATION OF THESE ACTIONS/AND DISMISSAL. Prior to taking action involving loss of pay, reduction in pay/rank or dismissal, the Chief of Police or designated supervisor shall.

- A. Notify the member in writing of the nature of the charges which will include a copy of the complaint against the member and other witness statements or reports which state facts on which the charges are based. The Chief of Police shall identify the directives, policies, procedures, work rules, regulations or other order of the Department which appear to have been violated.
- B. State the range of discipline that is being considered.
- C. Afford the accused member an informal opportunity to respond to the charges orally or in writing normally within three (3) days from receiving such written notice, which shall be extended upon request up to two (2) additional days. The opportunity to respond may occur at a meeting conducted and presided over by the Chief of Police or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal and sufficient to assure the member full opportunity to be heard, refute the charges, and have his/her position considered prior to imposition of discipline. The member may be represented.

The meeting may be tape recorded or a written record may be made of the proceedings. The Chief of Police or other person having authority to preside over the meeting will determine when the conference is concluded and who may be present, may request further documentation, and may consider any information deemed pertinent and necessary to assist in reaching a logical determination. The

member may provide a written statement. The member may provide written statements of others. Testimony or cross-examination of witnesses will not occur at this conference.

The member shall have the right to answer the charges against him/her. The answer may include written or oral evidence and statements by the member. Members may make any presentations they believe relevant to their case. However, the meeting is not a full hearing and witnesses are not subject to call or examination.

The Chief of Police will issue a written decision exonerating the member, imposing discipline, or taking any other action deemed appropriate.

9.16.00 COMPLAINTS OF CRIMINAL ACTIVITY. Complaints against members, which allege criminal violation(s), may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

9.17.00 DUTY TO REPLY/COOPERATE. Members will answer all questions, which a supervisor may ask regarding the performance of duty or any department member and will cooperate with the internal disciplinary process.

9.18.00 APPEAL OF DISCIPLINARY ACTION.

Bargaining Unit. Members of the bargaining unit have the right to appeal as is specified in the collective bargaining agreement. The Association agreement provides the sole and exclusive appeal procedure for covered bargaining unit employees.

9.20.0 INFORMAL PROBLEM/COMPLAINT RESOLUTION PROCESS. To facilitate communication between the member(s) and administration of the Department, any members who feel they are not being treated fairly may report the problem to a supervisor or the Chief of Police. Members are encouraged to talk with their supervisor as soon as possible and seek informal resolution of problems, which arise. If a problem is not resolved at that level, a written statement containing all pertinent information can be filed with the Chief of Police who will make a timely and appropriate response.

RANDOM DRUG TESTING PROTOCOLS FOR KEIZER POLICE (KPA) EMPLOYEES

A. Testing Procedures

1. A listing of all participating employees will be sent to the City's contract testing service, Bio-Med Testing Services, Salem.

Each Police Officer will be issued a unique identifying number and identification card. Corresponding numbers will be entered into a database at Bio-Med.

2. At quarterly intervals, the computer program will randomly select from the KPA EMPLOYEE (KPA) POOL who are to be tested for that quarter. Names are not "drawn" only the identifying number. After this process, the names are matched to the numbers. At that time, the HR office is notified of these employees who have been randomly selected for testing.
3. HR will provide notice to the employee who has been selected for a random test advising them to report to the Bio-Med facility. To provide a urine sample. Those employees who have been selected will have 24 hours after receiving notification to report to Bio-Med. When they report to Bio-Med they will be required to show the notice and photo identification ensure that they are the person whose name has been drawn. In addition, they will be required to provide a phone number(s) where they can be contacted. If they fail to appear within the 24 hour testing period. HR will be notified. Testing shall be conducted on City paid time.
4. The sample is handled under strict chain-of-custody requirements and is sent to an independent laboratory for analysis using a Gas Chromatography Spectrometry (G.C./M.S) testing process (the laboratory that is used is certified by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA). If the test is "negative," the laboratory notifies Bio-Med who in turn notifies the City of the negative results.
5. Same scenario as #5, except the laboratory detects a questionable substance. The laboratory sends the sample to a Medical Review Officer (MRO). An MRO is defined as, a person who is a licensed physician (Doctor of Medicine) and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO acts as an independent and impartial "gatekeeper." He/she is an advocate for the accuracy and integrity of the drug testing process. The MRO contacts the employee and discusses the test. If the employee is for

instance, taking a prescription medication, the MRO will obtain the name of the prescribing physician and verify the prescription. Upon verification, Bio-Med is advised of a “negative” test result. The City does not know any more than the fact that a “negative” result was obtained.

6. Same scenario as #5, except employee does not have a valid reason for the substance (i.e. took spouse's pain medication. Or...). After the MRO has contacted, or repeatedly tried to contact the employee, the MRO will notify the City's designated representative that this employee has tested positive for substance.
7. A confirmatory test can be done- same sample – not a different one. In addition to the Bio-Med confirmatory test, if there is enough sample, it is possible for Bio-Med to send a portion of the sample to another independent lab for testing. The City will pay for the initial screening test and one (1) required confirmation test. If an employee wants additional verification test conducted, the employee is responsible for payment of all associated costs. Should the employee-ordered verification test produce a false positive, the employee will be reimbursed for the cost of said test.

APPENDIX - A

MONTHLY SALARY SCHEDULE

Effective July 1, 2006

Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13	Police Support Specialist I	2,373	2,444	2,518	2,593	2,671	2,751	2,834	2,919	3,006	3,096
15	Police Support Specialist II	2,616	2,695	2,776	2,859	2,945	3,033	3,124	3,218	3,314	3,414
16	Property & Evidence	2,747	2,830	2,915	3,002	3,092	3,185	3,280	3,379	3,480	3,585
17	Investigative Services Specialist Community Services Officer	2,885	2,971	3,060	3,152	3,247	3,344	3,444	3,548	3,654	3,764
21	Police Officer 5/1/2006	3,763	3,951	4,149	4,356	4,575					

COUNCIL MEETING: June 5, 2006

AGENDA ITEM NUMBER: _____

TO: MAYOR CHRISTOPHER AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**SUBJECT: REPORT BY CITY OF SALEM STAFF ON SALEM/KEIZER HOUSING
CONSORTIUM**

The City of Keizer and the City of Salem participate in a joint program that provides funds to low to medium income home owners for the construction of new affordable housing stock and remodeling existing housing stock that is in poor condition. The funding for this program comes through the US Department of Housing and Urban development (HUD) and is associated with Community Development Block Grant funds and the HOME Investment Partnerships Program (HOME).

The City of Salem Urban Development Department has managed this program for the City of Keizer and has done an excellent job of it. Sheri Wahrgren and staff members Rena Peck, Sarah DeVries, and Dan Urie will be presenting the projects that have been completed within the City of Keizer.