

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

AGENDA
KEIZER CITY COUNCIL
REGULAR SESSION
Monday, August 7, 2017
7:00 p.m.
Robert L. Simon Council Chambers
Keizer, Oregon

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FLAG SALUTE**
4. **SPECIAL ORDERS OF BUSINESS**
5. **COMMITTEE REPORTS**
 - a. Volunteer Coordinating Committee Recommendations for Appointments to Keizer Points of Interest Committee
6. **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.
7. **PUBLIC HEARINGS**
 - a. Pats 1 Cig Liquor License Application – Change of Ownership
 - b. Keizer Development Code Text Amendment – Section 2.303 (Off-Street Parking and Loading)
8. **ADMINISTRATIVE ACTION**
 - a. Keizer Chamber of Commerce Request for Community Center Rental Fee Waiver
 - b. **RESOLUTION** – Authorizing City Manager to Enter Into Agreement for Management of Events Rental Room/Gazebo at Keizer Heritage Foundation
 - c. **ORDINANCE** – Amending Ordinance Adopting the Keizer Medical Marijuana Facility Permit Process; Amendment of Ordinance No. 2014-702
ORDINANCE – Amending Ordinance Adopting the Keizer Marijuana Retailer Permit Process; Amendment of Ordinance No. 2016-743

- d. RESOLUTION – Approving 2017 Salary Survey and Implementing Changes
- e. RESOLUTION – Authorization for Supplemental Budget – 2017 Salary Survey and Parks Matching Grant
- f. RESOLUTION – Establishing the Amount of the Sewer System Development Charge for Wastewater Treatment Facilities; Repealing R2016-2701

9. CONSENT CALENDAR

- a. RESOLUTION – Regarding Evaluation of City Attorney
- b. RESOLUTION – Regarding Evaluation of City Manager
- c. RESOLUTION – Authorizing Disposition of Surplus Property (Police Department Vehicle)

10. COUNCIL LIAISON REPORTS

11. 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.

12. WRITTEN COMMUNICATIONS

To inform the Council of significant written communications.

13. AGENDA INPUT

August 14, 2017

5:30 p.m. – City Council Work Session

- Tour of Keizer Community Food Bank

August 21, 2017

7:00 p.m. City Council Regular Session

September 5, 2017 (Tuesday)

7:00 p.m. City Council Regular Session

14. ADJOURNMENT

The City of Keizer is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). The Keizer Civic Center is wheelchair accessible. If you require any service that furthers inclusivity to participate, please contact the Office of the City Recorder at least 48 business hours prior to the meeting by email at davist@keizer.org or phone at (503)390-3700 or (503)856-3412. Most regular City Council meetings are streamed live through the City's website and cable-cast on Comcast Channel 23 within the Keizer City limits. Thank you for your interest in the City of Keizer.

COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

**SUBJECT: VOLUNTEER COORDINATING COMMITTEE RECOMMENDATION FOR
KEIZER POINTS OF INTEREST COMMITTEE APPOINTMENT**

ISSUE:

The Volunteer Coordinating Committee met on July 20, 2017 to review applications and interview candidates for an opening on the Keizer Points of Interest Committee. The Committee is recommending Carla Schultheis for Position #4; term expiring November 30, 2020.

RECOMMENDATION:

It is recommended the City Council accept the Volunteer Coordinating Committee recommended appointment.

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

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

**SUBJECT: PATS 1 CIG – LIQUOR LICENSE APPLICATION - CHANGE OF
OWNERSHIP**

BACKGROUND:

On July 3, 2017 the City received an application for a change of ownership for the liquor license for Pats 1 Cig located at 4486 River Road, Keizer, Oregon. The Oregon Liquor Control Commission requires a new application when changing ownership, location, or license type. As required by Keizer Ordinance a public hearing was scheduled; notice was published and mailed to all property owners within 200 feet of the proposed establishment. As of this date, no response has been received from the property owners. Upon completion of a background check on the new owners, the Keizer Police Department reported there was no reason to recommend denial of this application.

RECOMMENDATION:

It is recommended the public hearing be opened to allow testimony and upon completion the hearing be closed. It is further recommended the Council recommend approval of the application for a change of ownership under the guidelines as established by ORS 471.178 and the Ordinances of the City of Keizer. This recommendation shall then be forwarded to the Oregon Liquor Control Commission for final approval.



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☒ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

90-DAY AUTHORITY

☒ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☒ Corporation ☐ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: 7-3-17

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____

(signature)

(date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: MT

Date: 6/30/17

90-day authority: ☒ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① F & R MARKETING CORP. ③ _____

② _____ ④ _____

2. Trade Name (dba): PAT'S 1 CIG

3. Business Location: 4486 RIVER RD N KEIZER MARION OR 97303
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 4486 RIVER RD N KEIZER OR 97303
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (503) 390-3647 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: DUTCH II CORP. Type of License: OFF PREMISES

8. Former Business Name: PAT'S 1 CIG

9. Will you have a manager? ☐ Yes ☒ No Name: _____
 (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? KEIZER/MARION
 (name of city or county)

11. Contact person for this application: FADI F HARB (971)200-9233
 (name) (phone number(s))
2804 SE 109TH AVE., PORTLAND, OR 97266 FADI632001@MSN.COM
 (address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 06/14/2017 ③ _____ Date 06.14.2017

② [Signature] Date 6/14/2017 ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION
CORPORATION QUESTIONNAIRE

Please Print or Type

Corporation Name: F & R MARKETING CORP Year Incorporated: 2017

Trade Name (dba): PATS 1 CIG.

Business Location Address: 4486 RIVER RD, N

City: KEIZER ZIP Code: 97303

List Corporate Officers:

RANADI RAFEH
(name) FADI HARB

PRESIDENT
(title) PARTNER

List Board of Directors:

(name) _____

List Stockholders: (Note: If any stockholder is another legal entity, that entity may also need to complete another Corporation Questionnaire. See Liquor License Application Guide for more information.)

Stockholders:	Number of Shares Held:
<u>RANADI RAFEH</u>	<u>500</u>
<u>FADI HARB</u>	<u>500</u>
_____	_____
_____	_____

Number of Stock Shares:	
Issued:	<u>1,000</u>
Unissued:	<u>0</u>
Total Shares Authorized to Issue: <u>1,000</u>	

Server Education Designee: _____ DOB: _____
(See Liquor License Application Guide for more information)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Officer's Signature: FADI HARB PARTNER Date: 06.14.2017
(name) (title)



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: F&R MARKETING CORP. Phone: (503) 390-3647

Trade Name (dba): PAT'S 1 CIG.

Business Location Address: 4486 RIVER RD N

City: KEIZER ZIP Code: 97303

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 9:00 AM to 7:00 PM
Monday 8:00 AM to 9:00 PM
Tuesday 8:00 AM to 9:00 PM
Wednesday 8:00 AM to 9:00 PM
Thursday 8:00 AM to 9:00 PM
Friday 8:00 AM to 9:00 PM
Saturday 8:00 AM to 9:00 PM

Outdoor Area Hours:

Sunday _____ to N/A
Monday _____ to N/A
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

- ☐ Food service Hours: _____ to _____
☐ Alcohol service Hours: _____ to _____
☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- ☐ Live Music ☐ Karaoke N/A
☐ Recorded Music ☐ Coin-operated Games
☐ DJ Music ☐ Video Lottery Machines
☐ Dancing ☐ Social Gaming
☐ Nude Entertainers ☐ Pool Tables
☐ Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A
Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: N/A
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY N/A

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: mtt

Date: 6/13/12

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 06-14-2012

1-800-452-OLCC (6522)

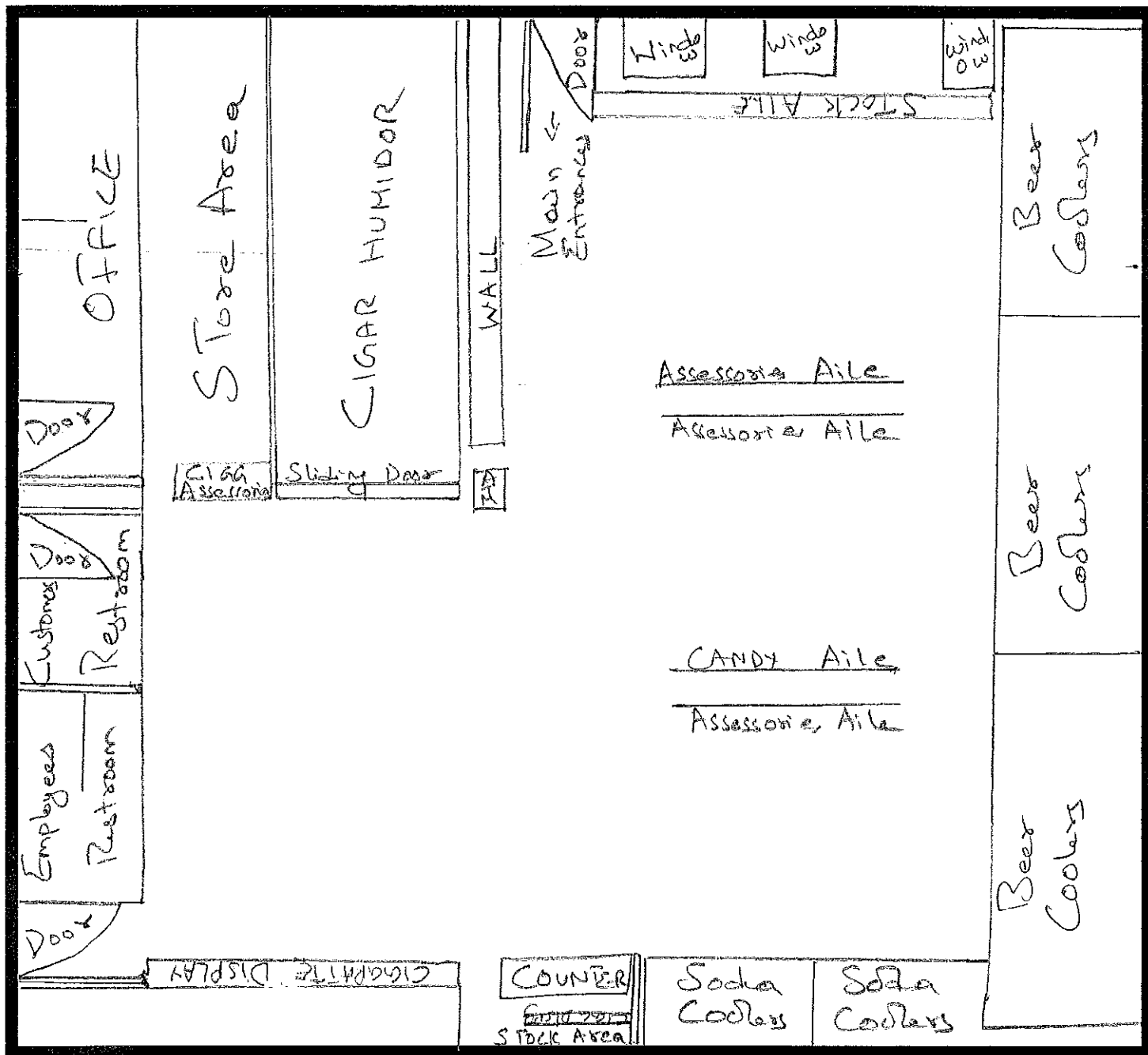
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



F&R MARKETING CORP.
Applicant Name
PATS 1 CIG.
Trade Name (dba):
KEIZER OR 97303
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)
N/A
Date: 6/30/17 Initials: mt

1-800-452-OLCC (6522)
www.oregon.gov/olcc

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

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

FROM: SHANE WITHAM, ASSOCIATE PLANNER

SUBJECT: Proposed text amendment relating to Off-Street Parking and Loading requirements.
Keizer Development Code (KDC) Section 2.303

Attachments:

- **Section 2.303 (Off-Street Parking and Loading) – draft**

ISSUE:

The proposed revisions to KDC Section 2.303 relate to the standards governing parking and loading areas. The Planning Commission held a public hearing on June 14, 2017 to consider the proposed changes and voted unanimously to support the proposed text amendment.

DISCUSSION:

It was brought to the attention of planning staff that a conflict existed in the Keizer Development Code (KDC) regarding requirements for parking. Specifically in relation to how many parking spaces were required for a “theater”. The “theater” use was listed in two separate categories in Section 2.303.06.A, which resulted in confusion as to which standard should be applied. The Community Development Director has made an interpretation as to which category should be applied to this type of land use. The proposed text amendment will eliminate this identified conflict, as well as provide additional standards and clarifications for several other requirements pertaining to off-street parking and loading areas.

The proposed amendment will clarify minimum parking requirements, parking space and aisle width standards, and provide additional standards for parking lot landscaping. These changes are the result of collaboration and input received from the Public Works Department’s Environmental Division, Code Enforcement Officer, and Planning Staff. The proposed changes will have a positive effect for customers and staff alike, in the effective administration and application of the KDC.

RECOMMENDATION:

That the City Council open the public hearing to consider the proposed text amendment and direct staff to prepare an ordinance with findings to adopt the proposed revisions.

2.303 OFF-STREET PARKING AND LOADING

2.303.01 Purpose

The purpose of this Section is to provide standards to ensure adequate areas for the parking, maneuvering, loading and unloading of vehicles and bicycles for all land uses in the City of Keizer. (12/15)

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. (07/06)
- 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. (07/06)

- 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)
- F. Drainage. All new parking areas and expansion of existing parking areas shall provide a storm drainage system to dispose of runoff generated by the impervious surface. Provisions shall be made for the appropriate on-site collection, storage, conveyance, and treatment of drainage water. All development shall be designed and constructed, to prevent sheet flow of such water onto sidewalks, public rights of way, and abutting properties. The drainage system shall be approved by Keizer Public Works Department prior to construction and shall be constructed in accordance with the city's storm water management regulations. (12/15)

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. A copy of such recorded agreement shall be provided to the city. Tandem parking (stacking no more than two cars end to end in a private drive way) shall be an acceptable method of meeting parking requirements. (12/15)
- 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. A copy of such recorded agreement shall be provided to the city. (12/15)
- 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. (07/06)
- 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 driveway, as regulated herein, and must be located within the front yard meeting the requirements for required parking in this Section. (12/15)
 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 it complies with the provisions in Section 2.407.G. (12/11)
 4. A parking plan must be approved for all development not served by a public street or for development served by any public street that does not include parking on both sides of the street. The parking plan shall illustrate how minimum parking requirements will be met for all newly created lots.
- E. Yard Parking Restrictions. No parking of vehicles, trailers, boats, or recreational vehicles shall be allowed in a front yard except on a driveway. (12/15)
- F. Storage Restrictions. Side and rear yards may be used for storage and parking of vehicles, trailers, boats, and recreational vehicles. Storage and parking areas shall be screened by a six foot high fence, wall, or hedge. Storage and parking areas shall be either durable hard surface or gravel surface consistent with the requirements in Section 2.413 (Recreational Vehicle Storage – Single Family Homes). The fence, wall, or hedge shall comply with the provisions regarding the location for fences and maintaining a vision clearance area. All vehicle storage areas must be served by a driveway. (12/15)
- G. All vehicles are subject to the regulations prohibiting illicit discharge, as governed by applicable City regulations.

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. (07/06)

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	per dwelling unit
Single family dwellings having their access via an access easement, on a street restricting on-street parking, or a flag lot shall provide three on-site parking spaces.	3	Per dwelling unit
All other multi-family types: 1 bedroom unit 2 or more bedroom unit	1+ 1.5+ + Plus 1 space per 10 units for visitor parking	
Hotel, motel, Bed and Breakfast	1	Per guest room
Club, lodge		Combination of heaviest uses being conducted: hotel, restaurant, etc.
Hospital	1	Per 2 beds
Nursing home, convalescent home, Memory care	1	Per 3 beds
Senior living facility, assisted living facility		To be determined through review process
Health service, medical or doctor's office, non-profit shelter providing emergency housing and associate services	1	Per 350 square feet
House of worship, auditorium, stadium, theater	1	Per 4 seats or every 8 feet of bench length

Park, special event		As determined through conditional use/master plan or city council review
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
Family Daycare provider, Day care facility	In addition to required single family parking 1 2	Up to 12 children More than 12 children
Preschool, nursery	1	Per each employee plus 1 space per room
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
Personal Service	1	Per 350-square feet
Service repair center; retail store handling bulky merchandise (e.g. furniture, home furnishing, major equipment), home appliance, television, electronic equipment	1	Per 900-square feet
Dry cleaner	1	Per 1000-square feet
Laundromat	1	Per 300-square feet
Bank, credit union	1	Per 400-square feet
Office used for real estate, lawyer, insurance brokers	1	Per 500-square feet
General Office (non-medical)	1	Per 500-square feet
Eating and drinking establishment	1	Per 125-square feet

Wholesale establishment	1	Per 2,000 square feet
Government offices open to the public	1	Per 500 square feet
Wireless telecommunication facility	1	Per facility
Industrial, manufacturing, processing (0 – 24,999 sf)	1	Per 1,000 square feet
Industrial, manufacturing, processing (25,000 – 49,999 sf)	1	Per 1,000 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. (12/15)

— **Totals shall be rounded up to the next whole number

<u>LAND USE ACTIVITY</u>	<u>SPACES REQUIRED</u> *Square footage = Gross floor area. (12/15) *Totals shall be rounded up to the next whole number
<u>Single Family and Duplex</u>	<u>2 per dwelling unit</u>
<u>Single family dwellings having their access via an access easement, on a street restricting on-street parking, or a flag lot</u>	<u>3 per dwelling unit</u>
<u>Multi-family types</u>	<u>1 space per 1 bedroom unit + 1 additional space for every 10 units</u> <u>OR</u> <u>1.5 spaces per 2 or more bedroom units + 1 additional space for every 10 units</u>
<u>Hotel, motel, Bed and Breakfast</u>	<u>1 space per guest room</u>

<u>Club, lodge</u>	<u>Combination of uses being conducted: hotel, restaurant, etc.</u>
<u>Hospital</u>	<u>1 space per 2 beds</u>
<u>Nursing home, convalescent home, Memory care</u>	<u>1 space per 3 beds</u>
<u>Senior living facility, assisted living facility</u>	<u>To be determined through review process</u>
<u>Health service, medical or doctor's office, non-profit shelter providing emergency housing and associate services</u>	<u>1 space per 350 square feet</u>
<u>House of worship, auditorium, stadium, theater</u>	<u>1 per 4 seats or every 8 feet of bench length</u>
<u>Park, special event</u>	<u>As determined through conditional use/master plan or city council review</u>
<u>Elementary, middle school</u>	<u>2 spaces per classroom – In addition, 1 space per 350 sq ft of administrative office</u>
<u>High school</u>	<u>1 space per classroom – In addition, 1 space per 10 students and 1 space per 350 sq ft of administrative office</u>
<u>Family Daycare provider, Day care facility</u>	<u>In addition to required single family parking:</u> <u>1 space for up to 12 children</u> <u>2 spaces for more than 12 children</u>
<u>Preschool, nursery</u>	<u>1 space per each employee plus 1 space per room</u>
<u>Bowling alley, skating rink, community center, recreation facility</u>	<u>1 space per 200 square feet</u>
<u>Golf Course</u>	<u>4 spaces per green</u>
<u>Tennis courts, racquetball courts</u>	<u>2 spaces per court</u>
<u>Retail store</u>	<u>1 space per 300 square feet</u>
<u>Personal Service</u>	<u>1 space per 350 square feet</u>
<u>Service repair center; retail store handling bulky merchandise (e.g. furniture, home furnishing, major equipment), home appliance, television, electronic equipment</u>	<u>1 space per 900 square feet</u>

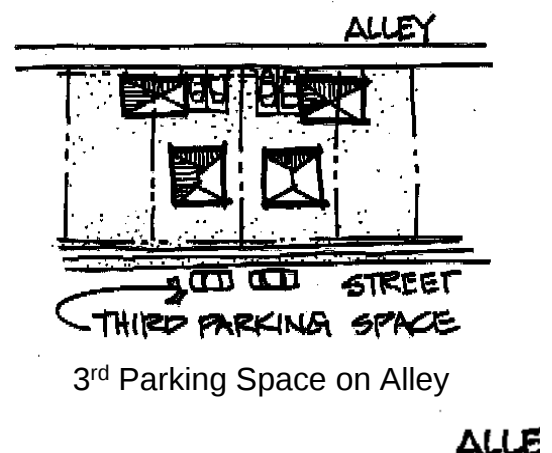
<u>Dry cleaner</u>	<u>1 space per 1,000 square feet</u>
<u>Laundromat</u>	<u>1 space per 300 square feet</u>
<u>Bank, credit union</u>	<u>1 space per 400 square feet</u>
<u>Office used for real estate, lawyer, insurance brokers</u>	<u>1 space per 500 square feet</u>
<u>General Office (non-medical)</u>	<u>1 space per 500 square feet</u>
<u>Eating and drinking establishment</u>	<u>1 space per 125 square feet</u>
<u>Wholesale establishment</u>	<u>1 space per 2,000 square feet</u>
<u>Government offices open to the public</u>	<u>1 space per 500 square feet</u>
<u>Wireless telecommunication facility</u>	<u>1 space per facility</u>
<u>Industrial, manufacturing, processing</u>	<u>1 space per 1,000 square feet</u>
<u>Warehousing and storage terminals</u>	<u>1 space per 2,000 square feet</u>

B. Parking Reduction

The number of minimum required parking spaces may be reduced by up to 10% if the site is served by transit and transit related amenities such as transit stops, pull-outs, shelters, park and ride lots, are provided or will be provided as part of the development of the site. (12/15)

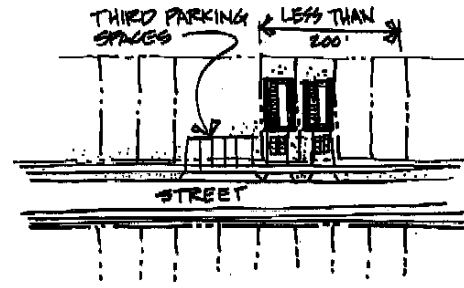
C. Parking Increase

The number of minimum required parking spaces shall not be increased by more than 50% unless a property owner provides a parking demand analysis which documents that a greater amount is necessary to serve the needs of those who will use the parking facility and is accepted by the Community Development Director. (12/15)



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)



3rd Parking Space in Parking Bay

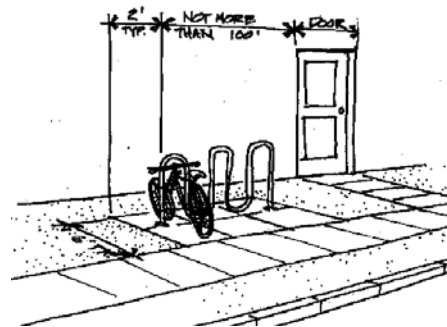
2.303.08 Bicycle Parking

A Bicycle Parking Required. Bicycle Parking shall be required in all public and semi-public, commercial, multi-family, and industrial development as well as park-and-ride lots. Bicycle parking shall be based on the amount of automobile parking required. In addition to a required one bicycle parking space, bicycle parking spaces shall be calculated at five percent of the amount of the automobile parking spaces which are required and all fractions are rounded up to the next whole number. (12/15)

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. Bicycle parking areas shall be separated by a physical barrier or sufficient distance to protect parked bicycles from damage by automobiles. (12/15)



Bicycle Parking Standards

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. Fixed objects which are intended to serve as bicycle parking facilities but which are not obviously designed for such purposes shall be clearly labeled as available for bicycle parking. (12/15)

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)

C. Exemptions

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

1. Seasonal or temporary businesses. (5/98)
2. Wireless telecommunication facilities, and other utilities (12/15)

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 such as asphalt, concrete, or pavers (segmented bricks). Temporary or over-flow parking areas may be allowed on a case by case basis subject to Public Works and Community Development approval to be exempt from this requirement. Over-flow is defined as being on an infrequent or occasional basis and is in addition to parking that already exists on the site. Temporary is less than two years in duration. (12/15)

B. Parking Spaces

1. Dimensions. Head-in Parking spaces shall be a minimum 9 feet wide and 18 feet in length. Parallel parking spaces shall be a minimum 9 feet wide and 22 feet in length.
2. Compact Spaces. Compact parking spaces, at a reduced width of 8.5 feet, and 16 feet in length, 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." (12/15)

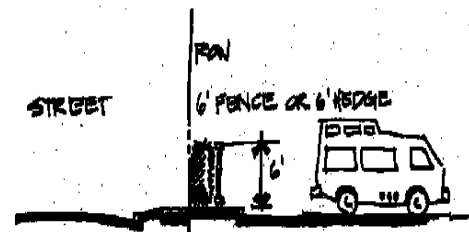
C. Aisle Dimensions

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

1. Without adjacent parking(drive aisle):
 - 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	
	<u>One-way</u>	<u>Two-way</u>
0 to 40	14 feet	<u>24 feet</u>
41 to 55 <u>70</u>	15 <u>16</u> feet	<u>24 feet</u>
56 to 70	18 feet	
71 to 90	24 feet	<u>24 feet</u>

- 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. (07/06)



Parking Lot Screening

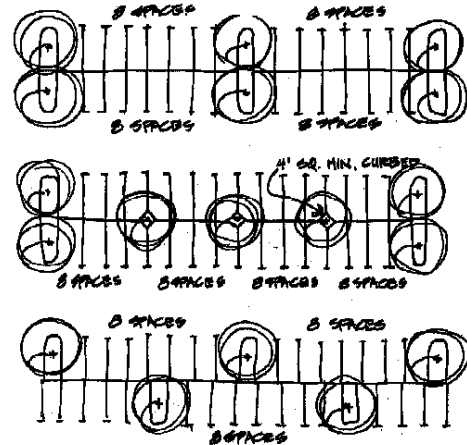
- E. Lighting. All lighting shall be directed entirely onto the loading or parking area and away from any residential use. The lighting shall not cast a glare or reflection onto the public rights-of-way, and shall provide appropriate shielding

so the light source is not visible from any public right of way or adjacent residential property. (5/98)

F. Landscaping.

1. Parking lot landscaping should be designed to provide shade, reduce storm water runoff, and direct traffic. Incorporation of approved stormwater quality facilities in landscaped areas is encouraged.

2. AOne 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 and be contained by appropriate methods to ensure landscaping materials are kept in place, and vegetation is protected from vehicle maneuvering and parking areas. Trees may be planted in clusters to screen or buffer the development if approved in the Landscaping plan.



Parking Lot Tree Siting Alternatives

~~The planting space shall measure no less than 4 feet square and be surrounded by concrete curbing.~~

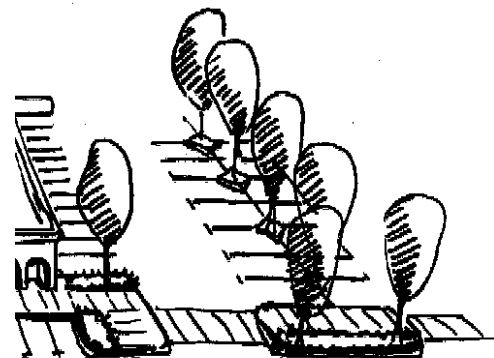
3. The plant ~~Trees~~ shall be of a species that the root system will not interfere with underground utilities or the parking surface, and must be, ~~is~~ capable of achieving a minimum 15 foot radius.

4. All trees must be planted in proximity to proposed parking areas. At a minimum, 1/3 of the diameter of the proposed mature tree canopy shall provide shade and overlap the parking area.

5. Trees may be planted within a storm drainage area subject to Public Works review and approval,

~~and~~ provided that the selected tree species will not adversely impact the function of the storm drainage facility.

6. Trees shall be a minimum 2" caliper at the time of planting, of a suitable species, and be healthy with no visible damage. (12/15)



Parking Lot Landscaping

- 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)
- 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)
- J. Existing development may redevelop a portion of existing parking areas in order to accommodate or provide transit-related amenities such as transit stops, pull-outs, shelters, and park and ride stations. The number of parking spaces may be reduced by up to 10% of the minimum required parking spaces for that use. (07/09)

COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

**SUBJECT: WAIVER OF COMMUNITY CENTER FEE - KEIZER CHAMBER OF
COMMERCE FIRST CITIZENS ANNUAL BANQUET, COMMUNITY
CONVERSATIONS, AND CHAMBER LUNCHEONS**

BACKGROUND:

During the 2017-2018 City of Keizer Budget proceedings, the Keizer Chamber of Commerce submitted an outside budget request for police and public works services for the Iris Festival and Holiday Light parades plus a waiver of rental fees for five events at the Keizer Community Center. The five events would be the annual Keizer Chamber of Commerce First Citizens Banquet and four Community Conversations dates. Mayor Cathy Clark requested the Community Center fee waiver be referred to the City Council at a later date for consideration. At the July 17th City Council meeting, Chamber Executive Director Danielle Bethell spoke during Public Testimony asking the Council for consideration of the fee waiver for the five events mentioned in the budget request. Ms. Bethell followed up her request with an email on July 27th for the waiver for the previously mentioned events plus a request for a discounted rate for room rentals for the monthly Chamber Luncheon Forums.

The First Citizens Banquet and the Chamber Luncheon Forums are ticketed events, i.e. attendees must purchase a ticket for attending. The Keizer Community Conversation events will be open to the public at no cost.

The rental rates for the Keizer Community Center include a 25% discount for Keizer Citizens or any Keizer Based 501(c)(3) organization. The Keizer Chamber of Commerce qualifies for this discount.

Keizer Chamber of Commerce First Citizen Banquet

The Iris Ballroom rental rate for the First Citizen Banquet would be \$2,125 broken down as follows:

- Room Rental – \$1,500 (includes 25% discount and staffing)
- Event Staff – included in the rental rate, however if rental rate waived, event staff would cost the City \$400
- Security - \$225 (for alcohol service)

Options for Council Consideration for the Keizer Chamber of Commerce First Citizens Banquet:

1. Grant the request for a complete rental fee waiver (room rental, event staff, and security).
2. Deny the request for a complete rental fee waiver (room rental, event staff, and security).
3. Waive the room rental fee but charge \$625 for the staffing and security costs.

Keizer Chamber of Commerce Community Conversations

The rental rate for Iris Room A for the Community Conversations would be \$300 per event plus the refundable security/cleaning deposit, broken down as follows:

- Room Rental – \$300 per event (includes 25% discount and staffing)
- Event Staff - included in the rental rate, however if rental rate waived, event staff would cost the City \$40

Options for Council Consideration for the Keizer Chamber of Commerce Community Conversations:

1. Grant the request for a complete rental fee waiver (room rental and event staff).
2. Deny the request for a complete rental fee waiver (room rental and event staff).
3. Waive the room rental fee but charge \$40 for the staffing

Keizer Chamber of Commerce Monthly Luncheon Forums

The rental rate for Iris Room A for the Luncheon Forums would be \$300 per event plus the refundable security/cleaning deposit, broken down as follows:

- Room Rental – \$300 per event (includes 25% discount and staffing)
- Event Staff - included in the rental rate, however if rental rate waived, event staff would cost the City \$40

Options for Council Consideration for the Keizer Chamber of Commerce Community Conversations:

1. Grant the request for a complete rental fee waiver (room rental and event staff).
2. Deny the request for a complete rental fee waiver (room rental and event staff).
3. Waive the room rental fee but charge \$40 for the staffing

RECOMMENDATION:

Staff recommends the City Council discuss each event separately and consider the options presented and then direct staff accordingly.

From: danielle@irisfestival.com on behalf of [Danielle Bethell](#)
To: [Eppley, Christopher](#); [Davis, Tracy](#)
Cc: [Nathan Bauer](#)
Subject: KCC Room Waiver Request
Date: Thursday, July 27, 2017 9:56:33 AM

Chris,

You requested last week I send you something in writing explaining, when we would like access to the Civic Center space for our room rental waiver request.

The four uses for community conversations cannot be nailed down for dates just yet, but the goal is to host a community conversation in September, possibly October, February and April. All dates would be mid-week, likely a Wednesday or Thursday evening. The set up would occur at 5pm, event begin approx 6pm and last 2-3 hours max.

The fifth request for the use of the ballroom would Saturday, January 20th. Set up in the morning, beginning approximately 9am, event begins at 6pm runs until approx 9-9:30pm and clean up is generally quick, out by 11pm.

Scott White also mentioned he had a conversation with Tracy regarding our luncheons hosted at the Civic Center in the rotary room, several months out of the year, if possible we would love to have a discounted rate on these room rentals. We see it being a valued benefit to the city for us to host these luncheons at the Civic Center, and hope it's viewed the same on your end. The luncheons begin at 11:30, set up is 10:45am and we are out and cleaned up by 1:30pm. For 2017 we have utilized the space January, April, June and are tentatively scheduled in September, and October.

Thank you, Danielle

Danielle Bethell, Executive Director
Keizer Chamber of Commerce

Tel: (503) 393-9111

www.keizerchamber.com | www.irisfestival.com

STAY CONNECTED



CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS C. EPPLEY
CITY MANAGER**

**FROM: TRACY L. DAVIS, MMC
CITY RECORDER/COMMUNITY CENTER MANAGER**

**SUBJECT: KEIZER HERITAGE FOUNDATION – MANAGEMENT OF EVENT
ROOM/GAZEBO**

BACKGROUND:

Earlier this year, the City was approached by Lyndon Zaitz, President of the Keizer Heritage Foundation to take over the management of the events rental room and gazebo located in the Keizer Heritage Building. The City completed a cost analysis of staff time associated with pre-event, event, and post event work based on a similar size room in the Community Center. Using this cost analysis, the Community Center rate structure, and our policy and procedures, the City made a proposal to the Keizer Heritage Association to manage their event room and gazebo with the City retaining 45% of the rental fee and Keizer Heritage Association receiving 55% of the rental fee. Keizer Heritage Foundation will continue to be responsible for building maintenance, supplies, and overhead. The City and the Keizer Heritage Foundation have worked on the attached one-year agreement, which includes a six month review, to proceed with managing events at the Keizer Heritage Building.

FISCAL IMPACT:

There will be minimal fiscal impact to the City. We believe retaining 45% of the rental rate will cover the cost of our staffing. We do not anticipate any profit to the City from this agreement. We will update the Council on the arrangement after six months.

RECOMMENDATION:

It is recommended the City Council adopt the attached Resolution to Authorize the City Manager to enter into an Agreement for Management of Events Rental Room/Gazebo at the Keizer Heritage Foundation.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT
FOR MANAGEMENT OF EVENTS RENTAL ROOM/GAZEBO AT
KEIZER HERITAGE FOUNDATION

WHEREAS, Keizer Heritage leases real property located at 980 Chemawa Road
NE, Keizer, Oregon;

WHEREAS, on the leased property are improvements known as the events rental
room/gazebo;

WHEREAS, Keizer Heritage has need of services to manage the events rental
room/gazebo and wishes to have City manage the rental program;

WHEREAS, the City has personnel with the experience necessary to manage the
events rental room/gazebo;

WHEREAS, Keizer Heritage and the City wish to establish a positive working
relationship in an effort to provide a positive experience to Clients who desire to rent the
events rental room/gazebo;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the City
Manager is authorized to enter into the attached Agreement for Management of Events
Rental Room/Gazebo at Keizer Heritage Foundation.

1 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
2 upon the date of its passage.

3 PASSED this _____ day of _____, 2017.

4

5 SIGNED this _____ day of _____, 2017.

6

7

8

9

10

11

Mayor

City Recorder

AGREEMENT FOR MANAGEMENT OF EVENTS RENTAL ROOM/GAZEBO
AT KEIZER HERITAGE FOUNDATION

DATE: _____, 2017

PARTIES: KEIZER HERITAGE FOUNDATION, (hereinafter "Keizer Heritage")
Inc., an Oregon nonprofit corporation
Attn: President
980 Chemawa Road NE
PO Box 20845
Keizer, OR 97307

CITY OF KEIZER, an Oregon (hereinafter "City")
Municipal corporation
Attn: Tracy Davis
930 Chemawa Road NE
PO Box 21000
Keizer, OR 97307

RECITALS:

A. Keizer Heritage leases real property located at 980 Chemawa Road NE, Keizer, Oregon.

B. On the leased property are improvements known as the events rental room/gazebo (hereinafter "Facility"). Keizer Heritage has need of services to manage its Facility.

C. Keizer Heritage wishes to have City manage Facility rental program.

D. City has personnel with the experience necessary to manage Keizer Heritage's Facility.

E. Keizer Heritage and City wish to establish a positive working relationship between themselves in an effort to provide a positive experience to Clients who desire to rent Facility at Keizer Heritage.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. TERM OF AGREEMENT. Unless terminated as set forth herein, this Agreement shall be effective on the date of the last signature herein and shall remain in effect for one year. The parties shall meet six (6) months from the effective date to

discuss the needs and/or expectations of both parties, and to review if any revisions need to be made to this Agreement or the compensation paid under this Agreement. Neither party is required to agree to revise any part of this Agreement.

2. IMPROVEMENTS. City agrees that all improvements (not including personal property owned by City) are the property of Keizer Heritage.

3. TERMS AND CONDITIONS. Subject to the terms and conditions set forth herein, City agrees to manage Keizer Heritage's Facility at 980 Chemawa Road NE, Keizer, Oregon for the term of this Agreement as follows:

A. Keizer Heritage shall make every effort to market the Facility. Keizer Heritage will retain use of the events portion of the Keizer Heritage website and Keizer Heritage will work with City on any revisions necessary to the marketing strategy. City may request that the Keizer Heritage marketing chair to use Keizer Heritage's Mail Chimp services and/or Facebook to advertise and announce Facility marketing. All Facility advertising shall inform potential Clients of the need to contact the City for scheduling.

B. City shall serve as point of contact via telephone and email to answer potential Facility rental inquiries. Keizer Heritage agrees that it will maintain one phone line for non-event room purposes and one line for Facility use upon City's request. In the alternative, at City's option, City may arrange for a City phone for Facility rentals. The number for Facility rentals shall be added to all Facility advertising, including the website, Facebook, Mail Chimp, flyers, and brochures.

Keizer Heritage has an established email for the Facility. Keizer Heritage shall provide City with access to the Facility email (events@keizerheritage.org). City agrees that any emails received at that email address relating to other Keizer Heritage business shall be immediately forwarded to Keizer Heritage's President.

C. City shall schedule and direct site tours with potential event clients and show property, making every effort to complete booking when appropriate.

D. City shall manage bookings/reservations and track schedule accordingly. Keizer Heritage agrees that City will have full control of the Facility calendar. City agrees that Keizer Heritage will have access to view and print the calendar on a "read only" basis. All events (including no-charge events) shall be scheduled through City. Keizer Heritage shall not schedule any events. City understands that Keizer Heritage does not allow Quinceañeras at the Facility. City agrees that City will not schedule Quinceañeras at the Facility as a requirement of this Agreement.

E. City shall secure the final executed Facility Use Agreement. The Facility Use Agreement shall be between the Client and Keizer Heritage. Keizer Heritage and City agrees that City shall use a form similar to the City's Facility Use Agreement in a form acceptable to Keizer Heritage and that Clients will be responsible to follow the

City's regulations and policies outlined in such Agreement. Keizer Heritage authorizes City to sign the Facility Use Agreement(s) on behalf of Keizer Heritage. Keizer Heritage and City agree that City shall use City's regulations and policies, including but not limited to, alcoholic beverage and security policies.

F. Event Clients shall pay all deposits, use fees and other charges directly to the City. Use fees shall be paid in full prior to the event. Keizer Heritage shall not collect any use fees or charges whatsoever relating to the Facility.

G. City shall schedule security and event hosts.

H. City shall oversee site during set-up, event and clean-up.

I. City shall use the same rate schedule that City uses for the Keizer Community Rooms (Iris "A" room), except for weekday weddings, City shall use the Keizer Heritage weekday wedding rate as set by Keizer Heritage and approved in writing by City. Keizer Heritage agrees that the rate schedule also includes the discount programs established by City.

J. City agrees that it will work with Keizer Heritage to establish use of the building by tenants. City understands that Keizer Heritage allows its tenants use of the Facility if it is not scheduled. City further understands that lease agreements between Keizer Heritage and its tenants affords each tenant one day per month free of charge to use the Facility. If tenants desire to use the Facility on a week-end, tenants must provide notice of such intent no later than November 1 of each year for the next calendar year. Keizer Heritage has notified its tenants that weekend use, particularly Saturdays, are discouraged. Keizer Heritage agrees to notify each tenant, within thirty (30) days of the effective date of this Agreement, that tenant must contact City to schedule use of the Facility. Keizer Heritage further agrees to provide a list of tenants to City within ten (10) days of the effective date of this Agreement and within ten (10) days of a change in tenants.

K. Keizer Heritage currently has two clients (The Man UP program, and Girl Scouts) who currently have a monthly rental agreement. City understands and agrees that such monthly rental agreements must be honored. City shall schedule The Man Up program on Wednesdays from 6 a.m. to 7:30 a.m. until further noticed by Keizer Heritage in accordance with the agreement between Keizer Heritage and The Man UP program. Keizer Heritage shall provide a copy of such agreement within ten (10) days of the effective date of this Agreement. City shall schedule Girl Scouts on Monday nights once or twice per month at no charge, if Facility is available.

L. City agrees that event hosts shall remove garbage, vacuum, sweep, and restock paper products following an event held at the Facility. Keizer Heritage agrees, at its own expense, that it will purchase paper products and arrange for janitorial services, such as carpet cleaning, cleaning of restrooms, cleaning of kitchen, etc and that City is not responsible for these types of services. In the event that unusual

janitorial services are necessary, City shall work with Keizer Heritage's building manager to arrange for the services under Keizer Heritage's contract with its vendor, at Keizer Heritage's expense.

M. City shall work with Keizer Heritage's building manager to have building access (keys and combination needs). Keizer Heritage shall instruct its building manager regarding this requirement immediately upon the effective date of this Agreement.

N. Keizer Heritage shall prepare a list of equipment available for use in Facility and where it is stored. Such list shall be provided to City no later than thirty (30) days after the effective date of this Agreement. Keizer Heritage agrees that City shall not be liable to Keizer Heritage or any third parties for any loss or damages caused by Clients. City shall attempt to collect the reasonable value of the cost of repairing or replacing damage to Facility and/or equipment as provided for in the current City regulations and policies. Keizer Heritage agrees to repair and/or replace any damage to Facility and/or equipment within a reasonable amount of time following City's notice to Keizer Heritage.

O. Keizer Heritage shall be responsible to train City personnel on use of any specialized equipment (sound system, lighting system, etc.) upon the effective date of this Agreement. City shall be responsible to train the event hosts and Keizer Heritage shall not interfere with the training or supervising of the event hosts. If Keizer Heritage has concerns regarding event hosts, security or other City representatives, Keizer Heritage agrees to not confront those individuals, but to contact City directly.

P. No later than thirty (30) days after the effective date of this Agreement, Keizer Heritage agrees to maintain a secure space in the Keizer Heritage building where City is authorized to maintain a computer for use in scheduling Facility.

4. COMPENSATION/PAYMENT TERMS. On the tenth (10th) of each month, City shall remit to Keizer Heritage fifty-five percent (55%) of all amounts collected on rentals actually held at the Facility the previous month. City shall retain the remaining amount as payment for services rendered. On the same date, City shall remit any amounts collected from Client for damage to the Facility or equipment to Keizer Heritage for the previous month. City shall provide Keizer Heritage an itemized accounting with each payment.

For events that were booked prior to the effective date of this Agreement, but will occur after such date, Keizer Heritage shall supply a list of events and an accounting of funds collected (deposits, pre-payments, etc) and remit such funds to the City within thirty (30) days of the date of this Agreement. City shall remit to Keizer Heritage the full amount due to Keizer Heritage after the event pursuant to the terms set forth above.

5. UTILITIES. Keizer Heritage shall provide water and sewer services to Facility. Keizer Heritage shall also provide electricity, natural gas and garbage

collection to Facility. It is the responsibility of Keizer Heritage to provide these services without charge to City. Keizer Heritage agrees to provide garbage cans at Facility for use by Clients.

6. RELATIONSHIP OF THE PARTIES. Keizer Heritage and City have entered into this Agreement for the purpose of establishing an independent contractor relationship between Keizer Heritage and City. This Agreement is not, nor should it be construed as, a lease or an agreement in the nature of a lease. No covenant of quiet enjoyment shall be implied in this Agreement. It is further understood and agreed by and between the parties that nothing herein shall constitute or be construed to be an employment, partnership, joint venture, or joint employer relationship between Keizer Heritage, its successors or assigns on the one part, and City, its successors or assigns on the other part. Keizer Heritage is not entitled to, and expressly waives all claim to City benefits including, but not limited to health, life, and disability insurance, overtime pay, paid leave, and retirement. Keizer Heritage agrees that it will not present itself as an agent of City. City agrees that it will not present itself as an agent of Keizer Heritage and will not act as a contract manager of Keizer Heritage other than for the authorized Facility.

Keizer Heritage shall not unilaterally cancel a planned event at the Facility without good cause. City has the right to manage the Facility pursuant to the terms in this Agreement.

7. ASSIGNMENTS. Neither Keizer Heritage nor City shall assign this Agreement without the written consent of the other. Either party may withhold consent for any or no cause, in their sole discretion.

8. CHANGES TO AGREEMENT. Except as provided herein, this Agreement may be modified only by a written agreement executed by City and Keizer Heritage.

9. KEIZER HERITAGE INSURANCE REQUIREMENTS. During the term of this Agreement, Keizer Heritage shall maintain, at a minimum, the following insurance:

- a. General Liability. Keizer Heritage shall maintain commercial general liability insurance in the amount of \$1,000,000, which protects it from claims for personal injury, bodily injury and property damage.
- b. Property Damage. Keizer Heritage shall maintain property improvement insurance in the amount of \$1,000,000 which protects all improvements and other property against loss or damage by fire or other hazard. Keizer Heritage will not be responsible to insure or replace personal property owned by City.

10. CITY INSURANCE REQUIREMENTS. During the term of this Agreement, City shall maintain, at a minimum, the following insurance:

- a. General Liability. City shall maintain commercial general liability insurance in the amount of \$2,000,000, which protects it from claims for personal injury, bodily injury and property damage.
- b. Workers' Compensation Insurance. Prior to commencing services, and on an annual basis thereafter, City shall, if requested, provide Keizer Heritage with a certificate of insurance attesting to existence of workers' compensation insurance.

11. INDEMNIFICATION. Each party to this Agreement shall defend and indemnify each other party and such other parties' officers, employees and agents to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300) of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful acts of the employees or agents of the other party.

12. OWNERSHIP OF DOCUMENTATION. City shall maintain all records which result from this Agreement until the scheduled event occurs and payments are finalized or until the scheduled event has been cancelled and Keizer Heritage shall have access to the records upon request. All records shall be released to Keizer Heritage upon the scheduled event occurring and payments being finalized or upon the event being cancelled and Keizer Heritage shall maintain all records which relate to this Agreement. Keizer Heritage shall give City access to the records upon request for a period of three (3) years from release of file from City to Keizer Heritage.

13. MEDIATION. Keizer Heritage and City agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

14. SEVERABILITY. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

15. GOVERNING LAW. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oregon.

16. TERMINATION. Either party may terminate this Agreement upon thirty (30) days' written notice for any or no reason. If this Agreement is terminated, City

agrees to remit any amounts due to Keizer Heritage no later than thirty (30) days after the termination. If the funds are for an event that occurs after the termination of the contract, 100% of the funds will be remitted to Keizer Heritage and Keizer Heritage will be responsible for all management or activity for such event after termination of this Agreement.

17. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between City and Keizer Heritage and supercedes all prior negotiations, statements or agreements, either written or oral relating to the Facility only. There are no conditions, agreements or representations relating to the Facility between the parties except as expressed herein. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

18. NOTICES. All notices hereunder shall be given in writing and mailed postage prepaid, addressed to the parties as set forth above or such other address as either party may provide to the other by notice given in accordance with this provision, or hand delivered in person. Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by mail shall be deemed to be given five (5) days after mailing.

19. PREVAILING PARTY. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such proceeding. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KEIZER

KEIZER HERITAGE FOUNDATION, INC.

By: _____
Christopher C. Eppley,
City Manager

By: _____
Lyndon Zaitz,
President

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Keizer City Attorney

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: MEDICAL MARIJUANA FACILITY PERMIT PROCESS
ORDINANCE/MARIJUANA RETAILER PERMIT PROCESS
ORDINANCE**

At the July 17, 2017 City Council meeting, David Gor requested that the Council revise the Ordinance Adopting the Keizer Marijuana Retailer Permit Process to amend the operating hours for retail sales so they are consistent with state law.

The City Council directed staff to check on state rules and return with the information. State rules for marijuana retailers allow operating hours from 7:00 a.m. to 10:00 p.m., but Keizer's ordinance has hours of 10:00 a.m. to 7:00 p.m. (There are no state rules regarding hours for medical marijuana facilities, but it makes sense to have the hours consistent.) If adopted, the amendments allow marijuana retailers longer operating hours and keeps the conditions similar in both Ordinances.

RECOMMENDATION:

If Council wishes to make this change, Council should adopt the following ordinances:

1. Ordinance Amending Ordinance Adopting the Keizer Medical Marijuana Facility Permit Process; Amendment of Ordinance No. 2014-702;
2. Ordinance Amending Ordinance Adopting the Keizer Marijuana Retailer Permit Process; Amendment of Ordinance No. 2016-743.

Please contact me if you have any questions. Thank you.

ESJ/tmh

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A BILL
FOR
AN ORDINANCE

ORDINANCE NO.
2017-_____

AMENDING ORDINANCE ADOPTING THE KEIZER MEDICAL
MARIJUANA FACILITY PERMIT PROCESS; **AMENDMENT OF
ORDINANCE NO. 2014-702**

WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.
2014-702 which adopts a Keizer Medical Marijuana Facility Permit Process;

WHEREAS, such Ordinance sets forth permit conditions;

WHEREAS, the Council amended Ordinance No. 2014-702 by adoption of
Ordinance No. 2014-704, Ordinance No. 2015-725, Ordinance No. 2015-731, Ordinance
No. 2015-733, Ordinance No. 2016-747 and Ordinance No. 2016-765;

WHEREAS, the Council finds that it is appropriate to amend the operating hours
for retail sales to Medical Marijuana Qualifying Patients;

WHEREAS, the Council finds that it is appropriate to revise Ordinance No. 2014-
702;

NOW, THEREFORE,
The City of Keizer ordains as follows:

Section 1. AMENDMENT OF SECTION 6.E. OF ORDINANCE NO. 2014-702.
Section 6.E. of Ordinance No. 2014-702 is hereby amended as follows:

1 Operating hours for retail sales to Medical Marijuana
2 Qualifying Patients must be no earlier than 7:00 a.m. or later than
3 10:00 p.m. on the same day.
4

5 Section 2. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
6 after its passage.

7 PASSED this _____ day of _____, 2017.

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9 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

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A BILL
FOR

ORDINANCE NO.
2017-_____

AN ORDINANCE

AMENDING ORDINANCE ADOPTING THE KEIZER
MARIJUANA RETAILER PERMIT PROCESS; **AMENDMENT
OF ORDINANCE NO. 2016-743**

WHEREAS, the City Council of the City of Keizer has adopted Ordinance No.

2016-743 which adopts a Keizer Marijuana Retailer Permit Process;

WHEREAS, such Ordinance sets forth permit conditions;

WHEREAS, the Council amended Ordinance No. 2016-743 by adoption of

Ordinance No. 2016-746 and Ordinance No. 2016-764;

WHEREAS, the Council finds that it is appropriate to amend the operating hours
for retail sales;

WHEREAS, the Council finds that it is appropriate to amend Ordinance No.
2016-743;

NOW, THEREFORE,

The City of Keizer ordains as follows:

Section 1. AMENDMENT OF SECTION 6.E. OF ORDINANCE NO. 2016-743.

Section 6.E. of Ordinance No. 2016-743 is hereby as follows:

Operating hours for retail sales to consumers must be no earlier
than 7:00 a.m. or later than 10:00 p.m. on the same day.

1 Section 2. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days
2 after its passage.

3 PASSED this _____ day of _____, 2017.
4 SIGNED this _____ day of _____, 2017.

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Mayor

City Recorder

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**THROUGH: CHRIS EPPLEY
CITY MANAGER**

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: IMPLEMENTATION OF SALARY SURVEY

ISSUE:

The City has both history and long-standing policy supporting salary surveys to be completed for unrepresented employees. The last salary survey for unrepresented employees was performed and implemented in 2013. The City's Personnel Policy Manual includes a timeline for salary surveys to be completed every four years. That timeline supports a survey being completed in FY 16-17 for implementation on 7-01-2017.

During FY 16-17, staff was directed by the City Manager to perform the unrepresented employee salary survey. The survey was to be completed in-house and to include a third-party review of the City's results. This is the same approach followed for the 2013 survey based on the recommendation of the FY 11-12 Budget Committee.

The survey has been completed and the third-party review has been performed by the Local Government Personnel Institute (LGPI). The attached Salary Survey Proposed Adjustments are the result of the survey following initial review by staff, additional review and confirmation of results by LGPI, review by the City Manager and Department Directors and review by the Personnel Policy Committee (PPC). We now request approval to implement the proposed adjustments effective July 1, 2017.

FISCAL IMPACT:

The fiscal impact to implement the Salary Survey as of 7/01/2017 is \$52,300 City-wide, representing the FY 17-18 cost to the City. This is not within the current budget, but is before you as a budget adjustment at tonight's meeting.

RECOMMENDATION:

It is recommended the City Council pass the Resolution to accept the results of the 2017 Salary Survey and direct staff to implement the changes, effective July 1, 2017.

If you have any questions regarding the staff report, please contact me at 503-856-3417 or by email at depinam@keizer.org. You may also contact Chris Eppley at 503-856-3414 or by email at eppleyc@keizer.org.

Thank you.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-_____

4
5 APPROVING 2017 SALARY SURVEY AND
6 IMPLEMENTING CHANGES
7

8 WHEREAS, staff was directed to perform a salary survey for unrepresented
9 employees;

10 WHEREAS, the City's salary survey has been reviewed by the Local Government
11 Personnel Institute, the City Manager, the Department Directors, and the Personnel
12 Policy Committee;

13 NOW, THEREFORE,

14 BE IT RESOLVED by the City Council of the City of Keizer that the attached
15 2017 salary survey is hereby approved.

16 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that
17 staff is directed to implement the associated changes, including any Cost of Living
18 adjustments, retroactive to July 1, 2017.

19 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
20 upon the date of its passage.

21 PASSED this _____ day of _____, 2017.

22 SIGNED this _____ day of _____, 2017.

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24 _____
25 Mayor

26 _____
27 City Recorder

**LEADERSHIP TEAM
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
City Manager	Range 38 \$9,825 - \$12,816	Range 38 No Change	Step 10 \$12,816	No Change	No Change
City Attorney	Range 36 \$8,911 - \$11,629	Range 36 No Change	Step 10 \$11,629	No Change	No Change
Police Chief	Range 36 \$8,911 - \$11,629	Range 36 No Change	Step 8 \$10,962	No Change	No Change
Community Development Director	Range 34 \$8,083 - \$10,544	Range 34 No Change	Step 10 \$10,544	No Change	No Change
Public Works Director	Range 34 \$8,083 - \$10,544	Range 34 No Change	Step 9 \$10,237	No Change	No Change
Finance Director	Range 34 \$8,083 - \$10,544	Range 34 No Change	Step 5 \$9,097	No Change	No Change
Human Resources Director	Range 34 \$8,083 - \$10,544	Range 34 No Change	Step 10 \$10,544	No Change	No Change
City Recorder & Event Center Manager	Range 25 \$5,214 - \$6,805	Range 29 \$6,337 - \$8,268	Step 10 + 5% \$7,145	Step 7 \$7,566	5.9%

**CITY ATTORNEY DEPARTMENT
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
Legal Assistant	Range 18 \$3,708 - \$4,836	Range 19 \$3,895 - \$5,079	Step 10 \$4,836	Step 10 \$5,079	5.0%

**COMMUNITY DEVELOPMENT DEPARTMENT
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
Senior Planner	Range 25 \$5,214 - \$6,805	Range 25 No Change	Step 8 \$6,415	No Change	No Change
Planner	Range 22 \$4,503 - \$5,876	Range 22 No Change	N/A	N/A	N/A
Assistant Planner	Range 20 \$4,085 - \$5,332	Range 20 No Change	Step 7 \$4,879	No Change	No Change
Code Compliance Officer	Range 18 \$3,708 - \$4,836	Range 19 \$3,895 - \$5,079	Step 5 \$4,172	Step 4 \$4,254	2.0%
Building Permit Specialist	Range 17 \$3,533 - \$4,609	Range 17 No Change	Step 5 \$3,976	No Change	No Change

**CITY RECORDER DEPARTMENT
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
Deputy City Recorder	Range 19 \$3,895 - \$5,079	Range 19 No Change	Step 10 \$5,079	No Change	No Change
Event Center Coordinator	Range 15 \$3,203 - \$4,177	Range 16 \$3,364 - \$4,394	Step 2 \$3,299	Step 1 \$3,364	2.0%

**FINANCE DEPARTMENT
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
Assistant Controller	Range 30 \$6,653 - \$8,684	Range 30 No Change	N/A	N/A	N/A
Network Administrator	Range 25 \$5,214 - \$6,805	Range 25 No Change	Step 9 \$6,607	No Change	No Change
Accounting Tech	Range 16 \$3,364 - \$4,394	Range 17 \$3,533 - \$4,609	Step 10 \$4,394 Step 8 \$4,141	Step 10 \$4,609 Step 7 \$4,218.93	4.9% 1.9%
Utility Billing Tech	Range 17 \$3,533 - \$4,609	Range 17 No Change	Step 5 \$3,976	No Change	No Change
Municipal Court Clerk II	Range 15 \$3,203 - \$4,177	Range 15 No Change	Step 10 \$4,177	No Change	No Change
Utility Billing Clerk	Range 14 \$3,054 - \$3,983	Range 14 No Change	Step 5 \$3,437	No Change	No Change
Municipal Court Clerk I	Range 14 \$3,054 - \$3,983	Range 14 No Change	N/A	N/A	N/A
Administrative Specialist	Range 14 \$3,054 - \$3,983	Range 14 No Change	Step 7 \$3,645	No Change	No Change

**HUMAN RESOURCES DEPARTMENT
2017 SALARY SURVEY SUGGESTED RECOMMENDATION**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
HR Generalist	Range 23 \$4,729 - \$6,171	Range 23 No Change	Step 8 \$5,815	No Change	No Change

**PUBLIC WORKS DEPARTMENT
2017 SALARY SURVEY SUGGESTED RECOMMENDATION**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
PW Superintendent	Range 30 \$6,653 - \$8,684	Range 30 \$6,653 - \$8,684	N/A	N/A	N/A
Public Works Division Manager	Range 25 \$5,214 - \$6,805	Range 25 No Change	Step 10 \$6,805	No Change	No Change
Public Works Project Manager	Range 25 \$5,214 - \$6,805	Range 25 No Change	Step 10 \$6,805	No Change	No Change
Parks & Facilities Division Manager	Range 23 \$4,729 - \$6,171	Range 24 \$4,966 - \$6,483	Step 5 \$5,321	Step 4 \$5,427	2.0%
Senior Environmental Program Technician	Range 23 \$4,729 - \$6,171	Range 23 No Change	Step 5 \$5,321	No Change	No Change
Environmental Program Technician	Range 21 \$4,292 - \$5,600	Range 21 No Change	Step 6 \$4,976	No Change	No Change
PW Permit Specialist	Range 17 \$3,533 - \$4,609	Range 17 No Change	Step 10 \$4,609	No Change	No Change
Facilities Maintenance Technician	Range 17 \$3,533 - \$4,609	Range 18 \$3,708 - \$4,836	Step 5 \$3,976	Step 4 \$4,051	1.9%

**POLICE DEPARTMENT
2017 SALARY SURVEY RECOMMENDATIONS**

Classification	7/1/2017 Range Salary	Proposed Range Salary	7/1/2017 Step Salary	Proposed Step Salary	Percentage Difference
Deputy Chief	Range 33 \$7,701 - \$10,048	Range 33 \$7,701 - \$10,048	Step 10 \$10,048	No Change	No Change
Lieutenant	Range 31 \$6,982 - \$9,109	Range 31 \$6,982 - \$9,109	Step 5 \$7,857	No Change	No Change
			Step 10 \$9,109	No Change	No Change
			Step 4 \$7,628	No Change	No Change
Sergeant	Range 27 \$5,746 - \$7495	Range 28 \$6,034 - \$7,873	Step 10 \$7,495	Step 10 \$7,873	4.80%
			Step 10 \$7,495	Step 9 \$7,644	1.95%
Suport Services Supervisor	Range 23 \$4,729 - 6,171	Range 23 \$4,729 - 6,171	Step 3 \$5,016	No Change	No Change
Administrative Assistant - PD	Range 18 \$3,708 - \$4,836	Range 18 \$3,708 - \$4,836	Step 10 \$4,836	No Change	No Change

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: TIM WOOD, FINANCE DIRECTOR

**SUBJECT: AUTHORIZATION FOR SUPPLEMENTAL BUDGET – 2017 SALARY SURVEY AND
PARKS MATCHING GRANT**

ISSUE:

2017 Salary Survey

At the time the Fiscal Year 2017-18 Budget was adopted the results of the 2017 Salary Survey were not yet none. See related staff report regarding “Implementation of Salary Survey” presented separately.

Parks Matching Grant

During Fiscal Year 2016-17 the Parks Board approved a matching grant request of \$8,300 for the construction of a covered shelter near the sand volleyball courts at Keizer Rapids Park. The matching grant program requires the project to be completed by the end of the fiscal year in which the grant was approved. At the time the budget was adopted it was anticipated the project would be completed during Fiscal Year 2016-17 however delays out of the control of the applicant has resulted in the project not being completed by the end of the fiscal year. The Parks Board has requested to extend the grant into Fiscal Year 2017-18.

FISCAL IMPACT:

2017 Salary Survey

The cost to implement the salary survey is \$52,300, of which \$45,300 is General Fund related (\$32,100 is Police and \$1,400 is Parks). The City will be able to absorb the Fiscal Year 2017-18 impact of implementing the salary survey as the result of having a greater than anticipated 2017-18 beginning balances due to a combination of greater than originally projected revenues (primarily franchise fees and liquor tax) and lower than anticipated expenditures (primarily health insurance).

Parks Matching Grant

The supplemental budget will be budget neutral as it is only moving unused appropriations from Fiscal Year 2016-17 to Fiscal Year 2017-18.

RECOMMENDATION:

Staff recommends the City Council approve the attached resolution authorizing a supplemental budget to provide appropriations to implement the 2017 Salary Survey and provide for the Parks Matching Grant carried over from Fiscal Year 2016-17.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

**AUTHORIZATION FOR SUPPLEMENTAL BUDGET - 2017 SALARY SURVEY AND PARKS
MATCHING GRANT**

WHEREAS ORS 294 provides that a supplemental budget may be adopted when an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year which requires a change in financial planning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Keizer, that the following appropriations be made for fiscal year ending June 30, 2018:

	Adopted/ Amended Budget	Adjustment		Revised Budget
		Increase	Decrease	
Salary Survey				
General Fund Resources	11,869,300	34,600		11,903,900
General Fund - Parks	372,400	1,400		373,800
General Fund - Community Development	628,900	1,100		630,000
General Fund - Police	6,828,800	32,100		6,860,900
Administrative Services - Resources	3,746,500	16,700		3,763,200
Administrative Services - City Recorder	235,200	6,000		241,200
Administrative Services - City Attorney	295,500	3,600		299,100
Administrative Services - Finance Information Systems	535,700	1,600		537,300
Administrative Services - Finance NonDepartmental	430,500	4,200		434,700
Administrative Services - Public Works - Civic Center Facilities	308,200	1,300		309,500
Community Center - Resources	352,500	1,000		353,500
Community Center	278,900	1,000		279,900
To provide appropriations for the implementation of the 2017 Salary Survey.				
Parks Matching Grant				
General Fund Resources	11,903,900	8,300		11,912,200
General Fund - Parks	372,400	8,300		380,700
To transfer appropriations from Fiscal Year 2016-17 to Fiscal Year 2017-18 to provide for a Parks Matching Grant project that was in process but not vet completed by the end of the 2016-17 Fiscal Year.				

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon the date of its passage.

PASSED this ____ day of _____, 2017

SIGNED this ____ day of _____, 2017

Mayor

City Recorder

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER:_____

TO: MAYOR CLARK AND COUNCIL MEMBERS

THROUGH: CHRISTOPHER C. EPPLEY, CITY MANAGER

FROM: E. SHANNON JOHNSON, CITY ATTORNEY

**SUBJECT: SALEM SEWER SYSTEM DEVELOPMENT CHARGE FOR
WASTEWATER TREATMENT FACILITIES**

Council adopted Resolution R2016-2701 on July 18, 2016 establishing the amount of the sewer system development charge for wastewater treatment facilities. This charge is essentially a “pass-through” to Salem. It is separate from the transmission sewer SDC collected by Keizer for construction of new sewer lines.

In 2009, the City entered into an Intergovernmental Agreement (IGA) with the City of Salem relating to wastewater treatment. Pursuant to the IGA, the City agreed to adopt the City of Salem’s sewer system development charge for wastewater treatment facilities. It is appropriate to repeal Resolution R2016-2701 and adopt the City of Salem’s 2017 charge as contemplated under the IGA. I have attached the proposed Resolution for your consideration.

State law requires that all fees be adopted by the City Council and that public comment be accepted. There is no requirement for a formal public hearing, but the Mayor should ask if any party wants to provide comment.

RECOMMENDATION:

Allow for public comment and unless there are objections or questions, adopt the attached Resolution.

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

ESJ/tmh

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-____

4
5 ESTABLISHING THE AMOUNT OF THE SEWER SYSTEM
6 DEVELOPMENT CHARGE FOR WASTEWATER
7 TREATMENT FACILITIES; **REPEALING RESOLUTION**
8 **R2016-2701**
9

10 WHEREAS, the City Council adopted Resolution R2016-2701 on July 18, 2016

11 establishing the sewer system development charge for wastewater treatment facilities;

12 WHEREAS, the City of Keizer entered into an Intergovernmental Agreement

13 with the City of Salem for wastewater treatment in 2009;

14 WHEREAS, pursuant to such Intergovernmental Agreement, the City agreed to

15 adopt the City of Salem sewer system development charge for wastewater treatment

16 facilities;

17 WHEREAS, it is appropriate to repeal Resolution R2016-2701 and adopt the

18 City of Salem's 2017 sewer system development charge for wastewater treatment

19 facilities;

20 NOW, THEREFORE,

21 BE IT RESOLVED by the City Council of the City of Keizer that the sewer

22 system development charges for wastewater treatment facilities on properties with a

23 ¾" meter or less set by the City of Salem are hereby adopted as follows:

24 ///

25 ///

1 Sanitary Sewer Connection Fee \$ 41.00
2 SDC-Sewer Reimbursement \$ 43.00
3 SDC-Sewer Improvement \$ 94.00
4 SDC-Sewer Compliance \$106.00
5 Automation Surcharge \$ 5.00
6 Total \$289.00
7

8 BE IT FURTHER RESOLVED the Resolution R2016-2701 (Establishing the
9 Amount of the Sewer System Development Charge for Wastewater Treatment
10 Facilities) is hereby repealed in its entirety.

11 BE IT FURTHER RESOLVED that this Resolution shall take effect
12 immediately upon the date of its passage.

13 PASSED this _____ day of _____, 2017.

14
15 SIGNED this _____ day of _____, 2017.

16
17
18 _____
19 Mayor

20
21 _____
22 City Recorder

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY ATTORNEY EVALUATION

ISSUE

The City Attorney's Employment Contract was previously extended to June 30, 2018 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2017 and the Council has determined Shannon Johnson's performance is satisfactory.

The City Attorney's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Attorney satisfying this requirement.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

REGARDING EVALUATION OF CITY ATTORNEY

WHEREAS, the City Attorney's Employment Contract states that a yearly performance review be conducted;

WHEREAS, the yearly performance review has been completed for the year ending June 30, 2017 and the Council has determined that Shannon Johnson's performance is satisfactory;

WHEREAS, the Contract has a provision that the City Council express in writing any recommendations and observations;

WHEREAS, the Council wishes to authorize the Mayor to send a letter to Shannon Johnson on behalf of the Council expressing that the requirement to provide written recommendations and observations has been satisfied;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to send a letter to Shannon Johnson on behalf of the Council stating that the requirement to provide written recommendations and observations has been satisfied.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

Mayor

City Recorder

CITY COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: MACHELL DEPINA
HUMAN RESOURCES DIRECTOR**

SUBJECT: CITY MANAGER EVALUATION

ISSUE

The City Manager's Employment Contract was previously extended to June 30, 2018 and provides for a yearly performance review. The yearly performance review has been completed for the year ending June 30, 2017 and the Council has determined Chris Eppley's performance is satisfactory.

The City Manager's Employment Contract states that the City Council will express in writing any recommendations and observations. Therefore, I have prepared a Resolution authorizing the Mayor to send a letter to the City Manager satisfying this requirement.

RECOMMENDATION

It is recommended that the Council review the attached Resolution and take appropriate action.

If you have any questions regarding this staff report, please contact me by phone at 503-856-3417 or by email at depinam@keizer.org.

Thank you.

CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

Resolution R2017-_____

REGARDING EVALUATION OF CITY MANAGER

WHEREAS, the City Manager's Employment Contract states that a yearly performance review be conducted;

WHEREAS, the yearly performance review has been completed for the year ending June 30, 2017 and the Council has determined that Chris Eppley's performance is satisfactory;

WHEREAS, the Contract has a provision that the City Council express in writing any recommendations and observations;

WHEREAS, the Council wishes to authorize the Mayor to send a letter to Chris Eppley on behalf of the Council expressing that the requirement to provide written recommendations and observations has been satisfied;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Keizer that the Mayor is authorized to send a letter to Chris Eppley on behalf of the Council stating that the requirement to provide written recommendations and observations has been satisfied.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon the date of its passage.

PASSED this _____ day of _____, 2017.

SIGNED this _____ day of _____, 2017.

Mayor

City Recorder

COUNCIL MEETING: August 7, 2017

AGENDA ITEM NUMBER: _____

TO: MAYOR CLARK AND CITY COUNCIL MEMBERS

**FROM: CHRIS EPPLEY
CITY MANAGER**

**THROUGH: JOHN TEAGUE
CHIEF OF POLICE**

SUBJECT: SURPLUS OF POLICE VEHICLES

ISSUE:

The City of Keizer owns the following vehicles that are of no further use to the Keizer Police Department:

2007 Ford Five Hundred, VIN 1FAHP24197G143517. This vehicle was formerly assigned to the Investigations Unit and is currently one of two pool cars. It has an estimated auction value of \$2,000.

2013 Dodge Charger Police, VIN 2C3CDXAG7DH605578. This vehicle, fully equipped, has an estimated purchase value of \$8,500.

RECOMMENDATION:

Authorize the vehicles to be auctioned or sold to another law enforcement agency following the procedures set forth in Surplus Property Ordinance 2008-579. Proceeds of the surplus vehicle sales to be transferred to Police Miscellaneous Revenue.

1 CITY COUNCIL, CITY OF KEIZER, STATE OF OREGON

2
3 Resolution R2017-_____

4
5 AUTHORIZING DISPOSITION OF SURPLUS PROPERTY
6 (POLICE DEPARTMENT VEHICLE)
7

8 WHEREAS, Ordinance No. 2008-579 allows for surplus property to be disposed of;

9 WHEREAS, the Keizer Police Department 2007 Ford Five Hundred, VIN
10 1FAHP24197G143517 valued at \$2,000 and the Keizer Police Department 2013 Dodge
11 Charger Police, VIN 2C3CDXAG7DH605578 valued of \$8,500 have been identified as being
12 of no further use for public purposes;

13 WHEREAS, the above referenced Ordinance allows the disposal of City-owned
14 surplus property by several methods, including any method that in the City's discretion is in
15 the best interests of the City;

16 WHEREAS, staff has recommended the disposal of the above described vehicles as
17 surplus property because they are no longer useful or needed;

18 WHEREAS, the City Manager approves of the disposal of the described vehicles as
19 surplus property;

20 NOW, THEREFORE,

21 BE IT RESOLVED that the City Council of the City of Keizer declares the Keizer
22 Police Department 2007 Ford Five Hundred, VIN 1FAHP24197G143517 valued at \$2,000
23 and the Keizer Police Department 2013 Dodge Charger Police, VIN 2C3CDXAG7DH605578
24 valued of \$8,500 to be surplus property.

25 BE IT FURTHER RESOLVED by the City Council of the City of Keizer that the
26 Keizer Police Department 2007 Ford Five Hundred, VIN 1FAHP24197G143517 valued at

1 \$2,000 and the Keizer Police Department 2013 Dodge Charger Police, VIN
2 2C3CDXAG7DH605578 valued of \$8,500 be disposed of by auctioning or sold to another
3 law enforcement agency as allowed under the procedures set forth in Ordinance No. 2008-
4 579.

5 BE IT FURTHER RESOLVED that the City Manager is authorized to take any and
6 all necessary acts to effectuate the disposal of the surplus property.

7 BE IT FURTHER RESOLVED that the proceeds of the surplus property shall be
8 applied to the police miscellaneous revenue in the General Fund.

9 BE IT FURTHER RESOLVED that this Resolution shall take effect immediately
10 upon the date of its passage.

11 PASSED this _____ day of _____, 2017.

12
13 SIGNED this _____ day of _____, 2017.

14
15
16
17 _____
18 Mayor

19
20 _____
City Recorder

Written Communications/Testimony and Submitted Documents

To: Keizer City Council

From: Wayne Frey, Keizer resident

Topic: **Proposal to create and maintain a soccer field at Country Glen Park in Keizer.**

I have been looking for a place to create a soccer field in Keizer where kids can participate in a positive healthy activity. While riding my bike, I found a good location for a soccer field.

I am excited about the possibility of a **new soccer field at Country Glen Park in Keizer**. This park has an existing large flat grass area that would work well for soccer fields. I have measured the space using the Google Earth Ruler tool. The space is large enough for one large field or 2 small fields.

The available space is 43 X 110 yards.

1 Large Field U-12 (40yds X 100yds) or 2 Small Fields U-9 (40yds X 50yds)

I have been involved in the creation and maintenance of two soccer fields previously. The first was created in 2010 at Kiwanis Eastside Park in Ontario, Oregon with the Kiwanis Club of Ontario. I personally maintained this community field for 5 years before I moved to Keizer. I have seen parents playing soccer with their small kids, boys and girls playing on the field at the same time, and the high school team practicing on the community soccer field and going to state that year.

The 2nd soccer field was established at the Boys and Girls Club of the Western Treasure Valley.

Both of these soccer fields are providing ongoing opportunities for kids, families, and teams to play soccer as a positive healthy activity for the community.

Costs to City of Keizer: None I, Wayne Frey, volunteer to purchase and donate the goal posts, nets, balls, the line painter, and paint.

Soccer Field Maintenance: I, Wayne Frey, volunteer to maintain the soccer field by painting the lines, anchoring the goals and trimming the grass around the soccer goals.

The mowing will be done as it is currently done. (By the city or whoever the volunteer is).

Action Item: Parks Advisory Board, please make a motion to approve this request to allow Wayne Frey to create a soccer field at Country Glen Park.

Please forward this request to Keizer City Council for their approval.

Respectfully,

Wayne Frey

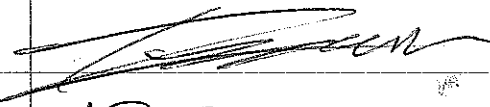
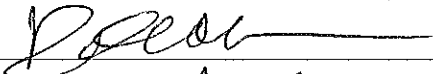
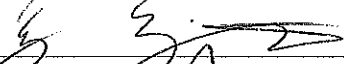
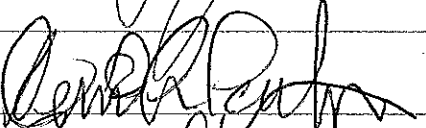
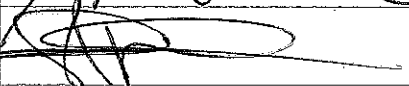
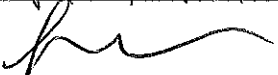


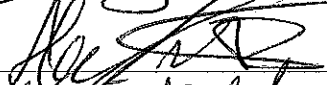
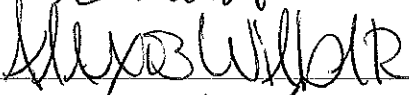
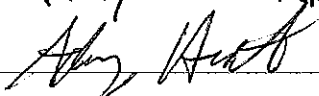
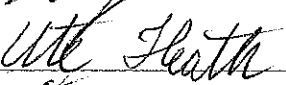
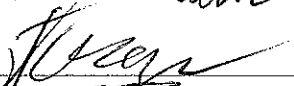
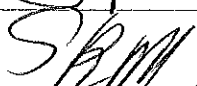
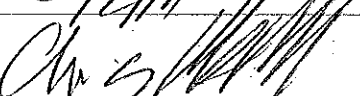
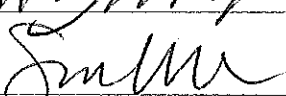
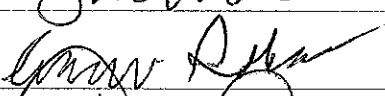
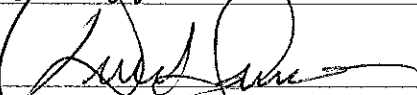
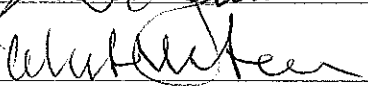
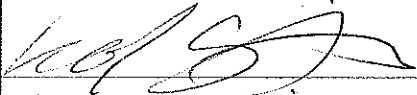
Proposed Soccer field(s) at Country Glen Park

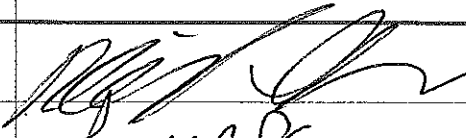
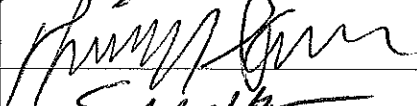
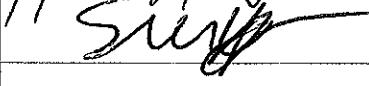
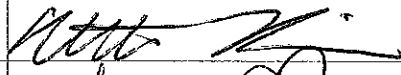
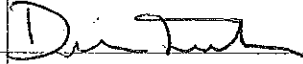
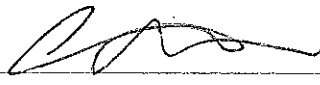
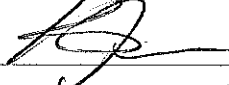
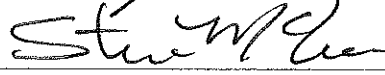
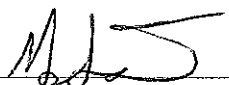
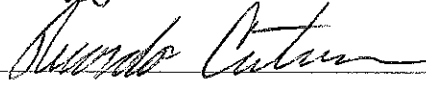
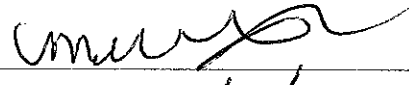
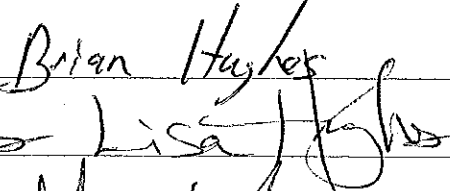
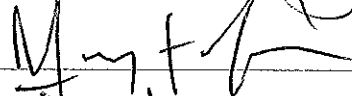
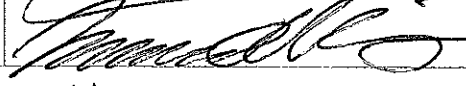
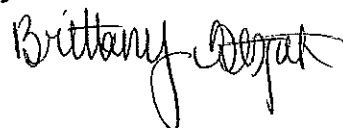
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on 8-7-17
support of extended hours
at Marijuana shop

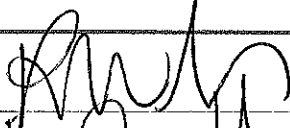
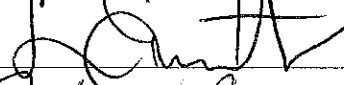
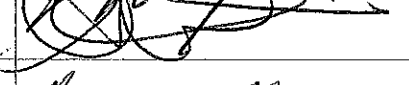
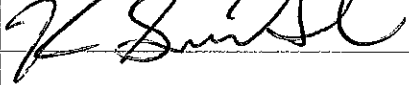
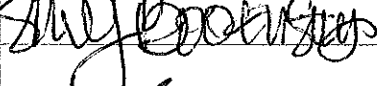
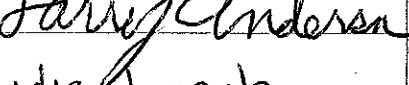
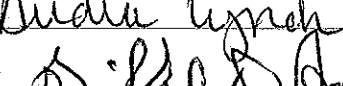
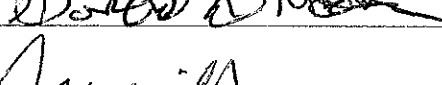
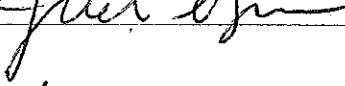
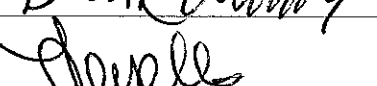
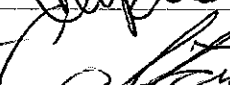
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Dawn Taylor	Dawn Taylor	97303
COT, Jeremy	Jeremy	97303
Inman, Dawn	Dawn Inman	97303
Nathaniel Sotman	Nathaniel Sotman	98607
SURADAT JEDJATHIT	Suradat Jedjathit	97303
David Crossway	David Crossway	97303
Kim Johnson	Kim Johnson	97303
Ryan Bailey	Ryan Bailey	" "
Shannon Richards	Shannon Richards	97361
Rachel D.	Rachel D.	
Martin Bozie	Martin Bozie	97303
Heather Watson	Heather Watson	97305
Chris Lander	Chris Lander	97305
Whitney Dawkins	Whitney Dawkins	97303
Brandi Tejeda	Brandi Tejeda	97303
Brittany Matheson	Brittany Matheson	97303
Alysha Hutchins	Alysha Hutchins	97101
Samantha Hutchins	Samantha Hutchins	97302

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Emily Christenson	Emily Christenson	97375
Thom Williams	Thom Williams	97303
Joe Paige	Joseph Paige	97303
Susan Bayler	S Bayler	97303
Jacqueline Starkey	Jacqueline Starkey	97317
Michael Hickman	Michael Hickman	97303
Aaron Leopard	A Leopard	97303
Kathleen Costello	K Costello	97303
Brian Hall	Brian Hall	97303
William Kuempel	William Kuempel	97303
Edward Wilson	Edward Wilson	97303
Justin Grooms	Justin Grooms	97303
Nick Felton	Nick Felton	97301
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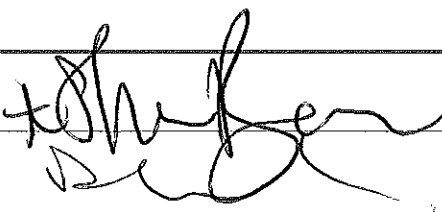
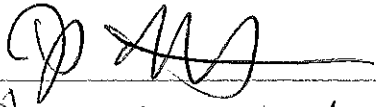
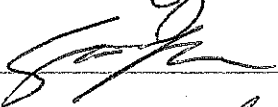
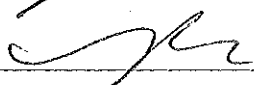
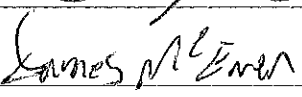
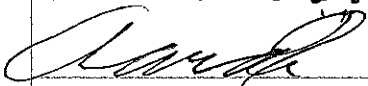
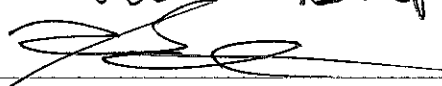
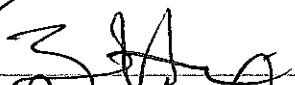
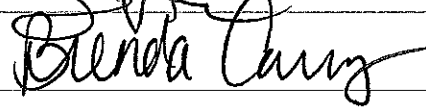
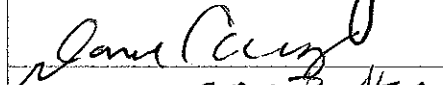
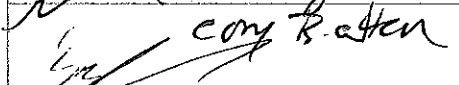
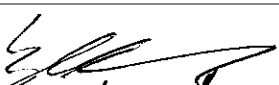
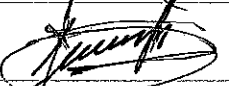
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David Lust		
Bob Sagget		
Michelle Coe	Michelle Coe	
Jordan Gruelle	Jordan Gruelle	97037
Soc Sterenger		
JULIA ARDAY	Julia Arday	97303
Miguel Ruiz		97303
Elasja S Ford	Elasja S. Ford	97303
Justin Freeman	Justin Freeman	97303
Renee Moody	Renee Moody	97303
Chris Gally	Chris Gally	97303
THOMAS D. KEILOR		97303
Jenifer Christy	Jenifer Christy	97303
John Woodall		97304
Michaela Morse	Michaela Morse	97303
KD Grign	KD Grign	97209
Natasha Valencia	Natasha Valencia	97303
Tyler Doezie		97303

NAME	SIGNATURE	ZIP CODE
Arianne Hedley		97302
Crystal Matthews		97325
David J Matthews		97325
Dezrae Spanner		97071
Alec Justus		97071
Aaron Hulst		97303
Alexis Wilber		97303
Alonzo Heath		97303
Ute Heath		97303
JAMES JOHNSON		97303
Jesse Robert		97303
Steve R. Merced		97303
Chris McMan		97302
Susan M. Le Don Miller		97620
Lynn Aard		97303
Derek Jones		97071
Celeste Ventura		97071
		97305
Lance Cain		9703

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Daniel Garris		97303
Heaven Persons		97303
Steven Watt		97303
Matt Kirsch		97305
Aurelio Polanco		97303
Dem Terrell		97303
Carla Isiorcia		97071
Michael Morales		97303
Kandi Morales		97303
Steve McGee		99303
Max Tones		97301
Rick Contreras		97303
Melissa Bradford		97303
Brian Hughes		97304
Lisa Hughes		97304
Manya Taylor		97305
Jordan Jones		97317
William E Berry		97303
Bree Haines		97305
Brittany Staszak		28791

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ROSS WILSON		97303
WALEY EVERETT		97305
Jeffrey Sweet		97302
At Williams		97304
Annus Garfield		97305
Kristen Smith		97303
Brendan Farris		97303
Shelby Beach Studios		97303
Jackie Kirsch		97305
Tyler Lazarus		97303
Larry Anderson		97303
Audra Lynne		97303
Gilbert Brewster		97303
Javier Garza		97305
Favio Luna		97305
Walt Caldwell		97302
Hipolito Garza		97303
Colton Baker		97303
Emma Heinz		973063

NAME	SIGNATURE	ZIP CODE
Megan Young	Megan Young	97304
Jill Alves	Jill Alves	97303
Joel Smith	Joel Smith	97302
Thomas O'Hara	Thomas O'Hara	97305
Patricia Fregoso	Patricia Fregoso	97071
Monica Melchar	Monica Melchar	97071
Jose Martinez	Jose Martinez	97071
Chad Short	Chad Short	97303
Alisha Allen	Alisha Allen	97303
Logan Langford	Logan Langford	97302
Winter Cullen	Winter Cullen	97303
Proximo Garcia	Proximo Garcia	97026
K. Miles	K. Miles	97306
Erik Schwab	Erik Schwab	97303
Kashia Schwab	Kashia Schwab	97303
Thomas Leath	Thomas Leath	97303
Roger Marquez	Roger Marquez	97303
Amanda Stevens	Amanda Stevens	97303
Eric Molina	Eric Molina	97070

NAME	SIGNATURE	ZIP CODE
"Shawn Bowman"		97303
Robert Corl		97303
Wesley Plummer		97303
Jessop Whitehead		97303
Craig Woodruff		97303
Stephen Taylor		97303
Juan Rubalcava		97303
James McEwen		97303
Carrie Bishop		97303
		97103
Zack Hawkins		97303
Brenda Curry		97303
 Clare Curry		97303
 Cory R. Allen		97303
Jesus A. Mendoza D.		97303
SUSANNE M. LOWMAN		97303
Peter Lay		97303
Shawn Wilbur		97303
Kelly Grell		97305

Davis, Tracy

From: danielle@irisfestival.com on behalf of Danielle Bethell <danielle@keizerchamber.com>
Sent: Monday, August 07, 2017 2:59 PM
To: Davis, Tracy
Cc: Carlos Soto; Nathan Bauer
Subject: Fwd: Message from "RNP002673C4C2D6"
Attachments: 20170807145032422.pdf

Hi Tracy,

I am unable to be present at tonight's city council meeting and I would like to share additional information with them regarding our request to have the room rental fee waived for the annual banquet.

Would you mind printing and sharing this information with each of them to review during their discussions? Thank you in advance for your help!

Thank you, Danielle

Danielle Bethell, Executive Director
Keizer Chamber of Commerce
Tel: (503) 393-9111
www.keizerchamber.com | www.irisfestival.com

STAY CONNECTED





TO: Keizer City Councilors

FROM: Danielle Bethell, Executive Director

Handwritten initials "DB" in black ink.

RE: In-kind donation request of civic center space for annual banquet

Dear Councilors:

Please find attached the profit and loss report for the 2016 Keizer's First Citizen and Awards Banquet. This P&L represents the hard costs for this community event, but does not include Keizer Chamber staff time to plan, and execute this event.

In addition to the two hands on volunteers we partnered with for this event, Paula and myself worked an approximate 150 hours to be sure all aspects of this event were cared for down to the creation of the graphics, invitations, slideshows, envelope stuffing, program design and folding to the detailed decorations on the tables, not to mention the management of the registrations and coordination of details of all the winners and their families.

If we are to include the labor costs into this event you would see an additional \$2700 in costs, making this event in the negative for the Keizer Chamber's budget.

I am sorry I am unavailable to attend tonight's meeting to answer questions you may have, I hope this summary and P&L assist you in making your decisions.

Thank you in advance for growing the city's partnership with the chamber and our community activities.

Keizer Chamber of Commerce

2016 KEIZER FIRST CITIZEN & AWARDS BANQUET P/L

February 2016 - February 2017

	PROGRAMS	BANQUET	TOTAL PROGRAMS	TOTAL
REVENUE				
4300 Program Income		14,715.00	14,715.00	\$14,715.00
Total Revenue	\$0.00	\$14,715.00	\$14,715.00	\$14,715.00
GROSS PROFIT	\$0.00	\$14,715.00	\$14,715.00	\$14,715.00
EXPENDITURES				
Advertising Expense		79.56	79.56	\$79.56
Awards Expense		2,400.00	2,400.00	\$2,400.00
Event Expense		1,045.56	1,045.56	\$1,045.56
Outside Services		9,065.79	9,065.79	\$9,065.79
Total Expenditures	\$0.00	\$12,590.91	\$12,590.91	\$12,590.91
NET OPERATING REVENUE	\$0.00	\$2,124.09	\$2,124.09	\$2,124.09
NET REVENUE	\$0.00	\$2,124.09	\$2,124.09	\$2,124.09

Submitted by Charles Anderson
8-7-17

By Order of the City of Keizer

This gate is to remain locked.

The students must use entrances to school from Lockhaven or Chemawa via Celtic Way.

This is because of safety issues, and many complaints, due to "Disturbance of the Peace" for the residents of Newberg Dr and vicinity.

Channel 2 played a video today about a woman who's house burned down from kids shooting off fireworks. They said to pay attention and to call police when it happens in your neighborhood. In Keizer we had the same problem for two years now. 2 years and no one stops them. Last year and the year before that the people on our street shot off big big fireworks from just before dark until nearly midnight. We got our water hoses ready to spray the sparks and we needed them. Lucky for us the roofs did not catch on fire. But why don't the police see them when they shoot up high in the sky for almost 3 hours? they're not the little smoky ones or sparklers they're the big ones like at the Volcano stadium. And their noisy with lots of exploding. So they are big enough to see from along way off. The streets we live on is Barnick and some on Katie and Leewood. We do't want our houses to burn down like the lady on channel 2. Can the police come by and stop them so we don't get houses burned down. We need help before we have a fire like the lady on channel 2

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June 20, 2017

Mayor Catherine Clark
City of Keizer
PO Box 21000
Keizer, OR 97307

Dear Mayor Clark,

Local governments are key partners as local economies continue adapting to rapidly changing technology and marketplace dynamics.

To that end, we want to make sure local municipalities have direct access to a report released a few months ago regarding voluntary tax agreements with Airbnb. In our previous letter, we encouraged local governments to set up structures that provide for the full collection of lodging taxes owed to you. As your statewide association for hospitality, our position continues to be that ordinance changes must take place if local municipalities have a goal of collecting all lodging taxes from lodging stays occurring in your community.

The latest report outlines the dangers of states and local governments entering into "voluntary collection agreements" with Airbnb. The report (which is linked to our website for your review), *Airbnb Agreements with State and Local Tax Agencies: A Formula for Undermining Tax Fairness, Transparency, and the Rule of Law*, was authored by tax expert Dan Bucks, longtime executive director of the Multistate Tax Commission and head of the Montana Department of Revenue.

The report details major problems that the Airbnb agreements create in terms of:

- *Unjustified favoritism for Airbnb and its lodging operators,*
- *Improperly ceding tax authority to Airbnb,*
- *Granting huge benefits to third-parties who have not signed the agreements,*
- *Unfair treatment of other taxpayers, businesses and citizens,*
- *Violating standards of transparency and democratic governance,*
- *Undermining compliance with tax and regulatory laws, and*
- *Spreading undesirable precedents through state laws patterned after the agreements.*

We hope you find this link and the corresponding report helpful. Please let me know if you have any questions. LINK: oregonrla.org/airbnb

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Brandt", is written over a faint, circular embossed seal.

Jason Brandt
President & CEO, Oregon Restaurant & Lodging Association
Email: JBrandt@OregonRLA.org
Mobile Phone: 503-302-5060